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

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

The City Council will not discuss or take action on any public hearings, or items listed in Section 3 “Public Presentations”, Section 5 “Citizens Appearances”, or Section 7 “Development Applications”, prior to 5:30 p.m.

1. CALL TO ORDER

Invocation - Summer Garcia, Director of Next Step Ministry, Burleson

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion and provide staff direction on City of Burleson Boards/Commissions structure. *(Staff presenter: Amanda Campos, City Secretary)*
- B. Receive a report, hold a discussion and provide staff direction regarding the Public Art Committee. *(Staff Presenter: Jen Basham, Director of Parks and Recreation).*
- C. Receive a report, hold a discussion and provide staff direction regarding the design and construction of Shannon Creek Park. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

3. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

-Recognition of Employee of the 3rd Quarter 2022. *(Staff Presenter: Rick DeOrdio, Human Resources Director)*

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.

4. CHANGES TO POSTED AGENDA

- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

5. CITIZENS APPEARANCES

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

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

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

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

6. CONSENT AGENDA

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

- A. Consider approval of the minutes from the October 17, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).
- B. Consider approval of a minute order confirming the City Council meeting dates for calendar year 2023. (*Staff Contact: Amanda Campos, City Secretary*).
- C. Consider approval of a one-year contract extension with Dataprose, LLC for the purchase of utility bill processing services in the amount not to exceed \$79,300. (*Staff Contact: Jesse Elizondo, Director of Customer Service*)
- D. Consider approval of an inter-local agreement between the Johnson County Family Crisis Center, Johnson County Sheriff's Department, Somervell County Sheriff's Department, Johnson and Somerville County District Attorneys, Texas Health Resources (Cleburne), and the Burleson Police Department establishing protocols for the Johnson and Somervell Sexual Assault Response Team (SART) and authorize the City Manager to execute the agreement. (*Staff Contact: Billy J. Cordell, Police Chief*)

- E. Consider approval of a resolution declaring Council's review and approval of the City Council Policy #30, as required annually by Public Funds Investment Act and the City's charter for the City of Burleson. *(Staff Presenter: Martin Avila, Director of Finance)*
- F. Consider approval of a minute order ratifying the Burleson 4A Economic Development Corporation's approval of a resolution authorizing the enforcement of a contract dated July 18, 2022 with James Crouch and Katherine Hawles to acquire 30.76 acre tract of land in Johnson County, Texas, commonly known as 2140 SW Hulen St, authorizing the Board President to direct and oversee the filing of a lawsuit, and authorizing the expenditure of funds. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*
- G. Consider approval of a contract for the purchase of a police armored rescue vehicle through the cooperative purchasing agreement with GSA in the amount not to exceed \$381,676.00. *(Staff Presenter: Kip Dernovich, Deputy Director – Operations Public Works)*
- H. Consider approval of a contract with Longhorn Harley Davidson to replace four police motorcycles through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$200,182.40. *(Staff Presenter: Kip Dernovich, Deputy Director – Operations Public Works)*
- I. Consider approval of a minute order with Central Square for annual software maintenance and high-availability services of Naviline software for up to three years in the amount not to exceed \$341,833.05. *(Staff Contact: Hugo Rodriguez, Deputy Director, IT)*
- J. Consider approval of a resolution authorizing a contract with Polarity Networks for installing a fiber network path in the Mayor Vera Calvin Plaza through The Interlocal Purchasing System (TIPS) contract in the amount not to exceed \$87,337.43 *(Staff Contact: James Grommersch, Chief Technology Officer)*
- K. Consider approval of a minute order for the Aruba networking hardware and central licenses from CDW-G, LLC, through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and authorize the City Manager to approve the reoccurring maintenance and support associated with the hardware licensing for five years in an amount not to exceed \$38,992.57. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- L. Consider approval of a minute order authorizing the purchase of Cisco Duo Multi-Factor Authentication from CDW-G, LLC through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$192,037.19 for five years. *(Staff Contact: James Grommersch, Chief Technology Officer)*
- M. Consider approval of a minute order with Central Square for annual software maintenance of One Solution Public Safety software for three years in the amount not to exceed \$552,268.35. *(Staff Contact: Hugo Rodriguez, Deputy Director, IT)*
- N. Consider approval of a minute order authorizing the purchase of wholesale fuel from Mansfield Oil Company of Gainesville through an interlocal agreement with the City of Fort Worth in an amount not to exceed \$70,000. *(Staff Contact: Eric Oscarson, Public Work Director)*

7. DEVELOPMENT APPLICATIONS

- A. **Ordinance Modification for text amendments to Section 100-115 of Article IV – Overlay Zoning Districts of Appendix B, of the Code of Ordinances of the City of Burleson (Case**

22-124): Hold a public hearing and consider approval of an ordinance amendment to add "restaurant or cafeteria (drive through type)" to the list of allowable uses with a specific use permit, with conditions within the Old Town Overlay District. (First Reading) *(Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

B. The Reserve at 5828 Conveyor Drive (Case 22-073): Hold a public hearing and consider approval of an ordinance for voluntary annexation of approximately 236.36 acres of land situated in the H.R. McClure Survey, Abstract No. 587, described in the deeds recorded in documents Nos. 2021-36960, 2021-36997, and 2022-5271, Johnson County, Texas (D.R.J.C.T), located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to previously approved development agreements. (First and Final Reading) *(Staff Presenter: Tony McIlwain, Development Services Director)*

C. The Reserve at 5828 Conveyor Dr (Case 22-071): Hold a public hearing and consider approval of an ordinance for a zoning change request from defaulted "A", Agriculture, to "SFE" Single-family Estate dwelling district for a single-family gated community. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

8. GENERAL

A. Consider an ordinance altering the Speed Limit along Hemphill Street between NE Alsbury Boulevard and the city limits from 35 miles per hour to 45 miles per hour; directing the City Manager or designee to erect the appropriate signage and incorporating the recitals into the body of the ordinance. *(First and Final Reading) (Staff Presenter: Eric Oscarson, Director of Public Works)*

B. Consider approval of an ordinance amending Chapter 70 "Streets, Sidewalks and Other Public Places" of the Code of Ordinances, City of Burleson, by repealing and replacing Article V "Public Events" to require permits for public events; providing procedures for the issuance of a permit; requiring the City Council to approve portions of certain permit applications involving certain street closures or in-kind sponsorships; providing for water, health and sanitation facilities for the event; providing for police protection and emergency medical services for the event; requiring the permit applicant and permittee to carry liability insurance of a certain amount and indemnify the city. *(First Reading) (Staff Presenter: DeAnna Phillips, Director of Community Services)*

C. Consider approval of a contract with PlayWorks, Inc. for the purchase and installation of Playwell products at Wakefield Park through an existing purchasing cooperative agreement with Buyboard in the amount not to exceed \$193,000. *(Staff Presenter: Jen Basham, Director of Parks and Recreation)*

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

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

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

- Discuss and receive direction on a contract with James Crouch and Katherine Halwes, as sellers, to acquire fee simple title to a 30.76 acre tract of land situated in Johnson County, Texas, and commonly known as 2140 SW Hulén Street, Burleson, Texas for the sales price of \$5,000,000.
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- Discuss and receive direction on certain parcels of real property in Johnson County, Texas for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property in Johnson County, Texas for library purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property in Johnson County and Tarrant County, Texas for community park purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on real property commonly known as 130 E Renfro Street, Johnson County, Texas.
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
- Project Rebel
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

CERTIFICATE

I hereby certify that the above agenda was posted on this the **9th of November 2022, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: November 14, 2022

SUBJECT:

Receive a report, hold a discussion and provide staff direction on City of Burleson Boards/Commissions structure. *(Staff presenter: Amanda Campos, City Secretary)*

SUMMARY:

City Council requested a review of the current structure of the all the city's boards/commissions to make sure they are best structured for the city. Many boards/commissions have not been reviewed in many years and the operations of the city continue to grow and evolve and council would like to make sure the boards/commissions are growing with the city.

A review and comparison to other cities will be presented to provide council an opportunity to discuss and make possible recommendation for amendments to the following:

- Terms of the members
- Number of members per board/commission
- Types of board/commissions

OPTIONS:

Discuss and provide staff direction on items presented.

STAFF CONTACT:

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



City of Burleson Boards & Commission

November 14, 2022 Council Meeting

Boards/Commissions – Review

Do we have the right number of members to each board/commission?

Do we have the right number of boards/commissions?

Are the term limits needed?

What about the absence rule?

sics

Burleson Terms

3 year term | limit 3 full terms

- Bedford 2 year
- Cleburne 2 year term | limit 2 full terms
- Denton 2 year (vary on some boards longer determined by city council)
- Euless 2 year term | limit 3 full terms
- Grapevine – 2 year
- Mansfield - 2 year
- North Richland Hills – 2 year

Burleson Members

5 to 7 members

- Bedford 5 to 9 members
- Cleburne 5 to 9 members
- Denton 3 to 16 members
- Euless 3 to 7 members
- Grapevine – 5 to 12 members
- Mansfield - 7 to 9 members
- North Richland Hills – 8 members

Would council like to change anything?



General Rules

Burleson Qualifications: Resident of Burleson at least one year prior to appointment
This can vary depending on board may require more

- Bedford Same as Burleson
- Cleburne Same as Burleson
- Denton Same as Burleson
- Euless Same as Burleson
- Grapevine – Same as Burleson
- Mansfield - Same as Burleson
- North Richland Hills – Same as Burleson

Burleson Absences: 3 consecutive absence without excuse or illness – automatic vacancy
Must attend at least 75% of called meeting in 12 month period

No other city has any rule on absences

Would council like to change anything?

y of Burleson Boards/Commissions - Common

Animal Shelter Advisory

Building & Standards

Capital Improvement
Advisory

Historic/Preservation/Old
Town

Library Advisory

Parks & Recreation

Planning & Zoning
commission

Zoning Board of
Adjustments

y of Burleson Boards/Commissions – unique

Cemetery –
Cleburne

Committee on
persons with
disabilities -
Denton

y of Burleson Boards/Commissions – other

Community Services
Advisory - Denton

Cultural Arts
Advisory –
Bedford/Mansfield

Ethics Commission
– Bedford/Grapevine

Housing & Structure
Board – Euless/NRH

Senior Advisory
Committee –
Grapevine/Mansfield

Beautification
Advisory –
Bedford/Mansfield

Direction

Choose an item.

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: November 14, 2022

SUBJECT:

Receive a report, hold a discussion and provide staff direction regarding the Public Art Board.
(Staff Presenter: Jen Basham, Director of Parks and Recreation).

SUMMARY:

In the 2022 City Council strategic planning retreat, council identified beautification of the community and public art as an initiative. Simultaneously, neighborhood services and Keep Burleson Beautiful worked in partnership to create a call for art to create a mural at Bailey Lake. The mural was complete in April of 2022, and has been well received by the community.

Staff in neighborhood services worked with multiple departments to benchmark neighboring communities and their practice for implementing public art. Each community had a unique approach, but the most successful communities had a public art board and a staff liaison to create, implement and sustain public art in their communities. While determining the appropriate home for public art in Burleson, Neighborhood services worked with Parks and Recreation to outline a draft policy to begin the process of formalizing a public art program.

Staff is presenting the various solutions available for creating a public art board to implement a public art program in the City of Burleson. Public Art is typically placed in prominent areas throughout a community, including right of way, medians, open space, plazas, and parks. The facilities are all maintained by the Parks and Recreation Department, who will ultimately be responsible for the installation and maintenance of art pieces. Staff is recommending that the Parks and Recreation Department serve as the staff liaison and the Parks and Recreation Board take on the role of Public Art Board.

Once a board is created their first task will be to create a public art master plan to strategically approach the style, placement, funding, and phasing of projects. The board will work closely with community members, educators and historians to create a plan that speaks to the uniqueness of Burleson.

On October 3, 2022 staff presented to City Council. Council determined that they would like to proceed with the creation of an ad hoc committee with various members of the art community to serve as the members.

Staff created a list of stakeholders from various entities; The Heritage Foundation, Keep Burleson Beautiful, BISD, Hill College, Boren Art Committee, and a local artist. These members will be eligible to serve two consecutive three year terms. Due to the specific nature of this committee residency is not being recommended as a requirement.

OPTIONS:

- 1) Recommend as presented
- 2) Recommend with changes
- 3) Recommend Denial

RECOMMENDATION:

Staff recommendations approving as presented.

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

Council requested that staff create an ad hoc committee for Public Art-October 3, 2022

FISCAL IMPACT:

TBD

STAFF CONTACT:

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



Public Art

City Council- November 14, 2022

Staff Presenter: Jen Basham, Director of Parks and Recreation

Public Art

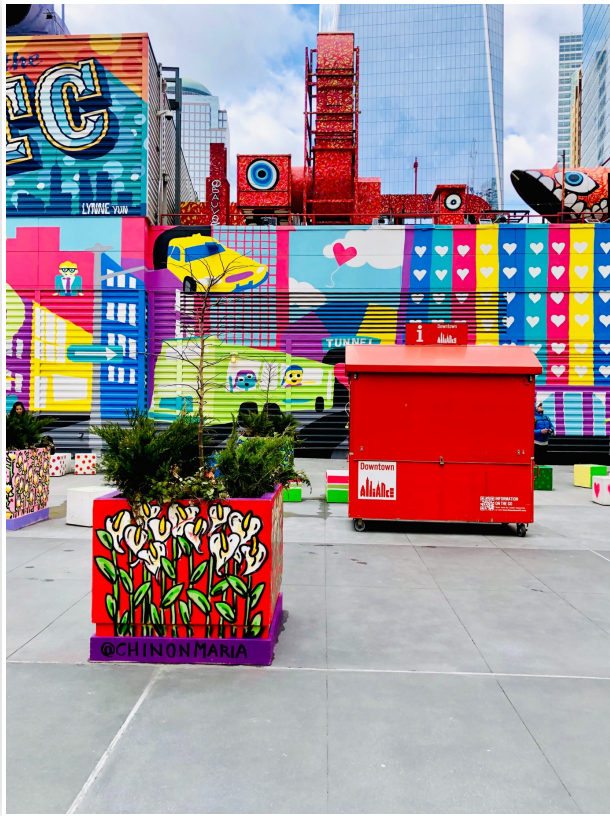


What is Public ART

- Any medium situated in a public place
 - Public Art can take many forms
 - landscape treatments
 - building facades
 - freestanding sculptures
 - murals
 - lighting
 - electronic media
 - photographs
 - water features
 - kinetic pieces that move and react to the environment
 - artist design functional elements, paving, play equipment, furniture, bridges, gates
 - written word
 - film
 - video
 - performance



Public Art in Burleson



- 1 **Neighborhood Services and Keep Burleson Beautiful implemented a call for art in 2022 to install a mural at Bailey Lake**
- 2 **City Council identified public art as a priority in their 2022 strategic plan**
- 3 **Staff presented options for formalizing a board or committee for Public art on October 3, 2022**
- 4 **City Council requested that a committee be created with various stakeholders in the art community**
- 5 **Staff has created a list of potential members for council to consider**

Membership

Council requested that the members serving on this committee represent various perspectives regarding art and beautification for the community

- **Vested interest in beautification of Burleson**

Katelyn Reeves, representing Keep Burleson Beautiful

- **Educator for art in the community**

Jana Jackson, representing BISD and Nancy McKenzie, representing Hill College

- **Existing member of the Boren Art Board**

Tom Sale, representing the Boren Public Art Committee

- **Vested interest in preserving the history of Burleson**

Betty Bailey representing the Heritage Foundation



Committee Guidelines Recommendations

- **Residency**

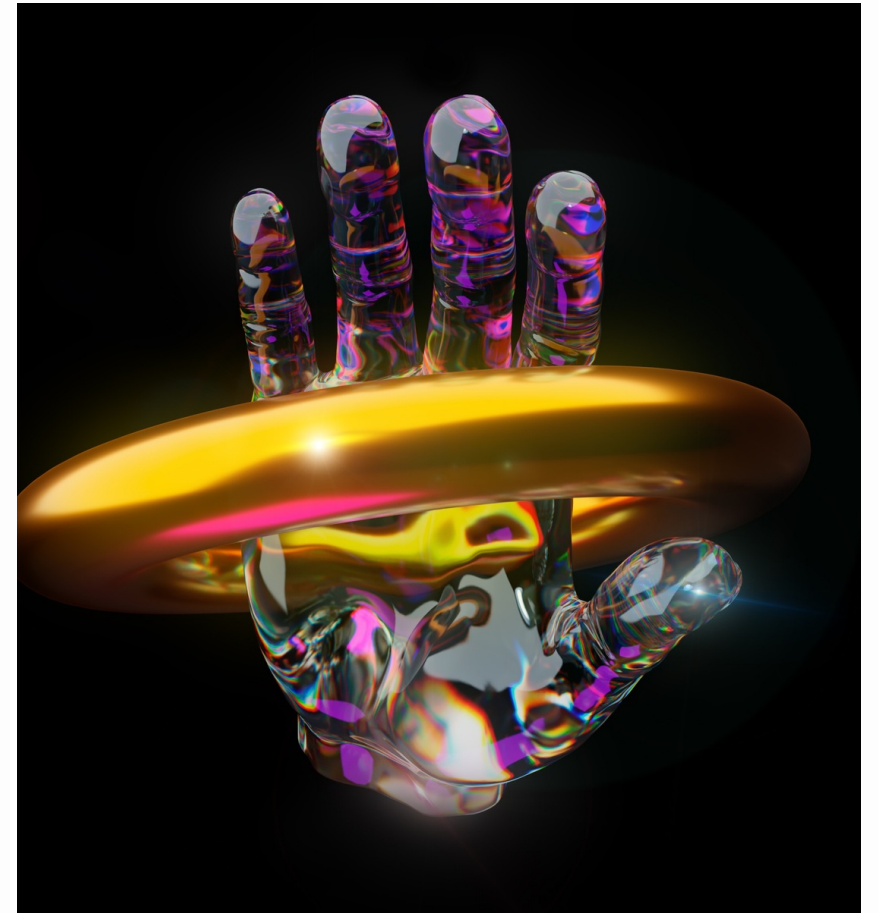
Due to the nature of the committee, residency requirements are recommended to be waved

- **Term Limits**

Term limits will be consistent with City Boards and Commissions

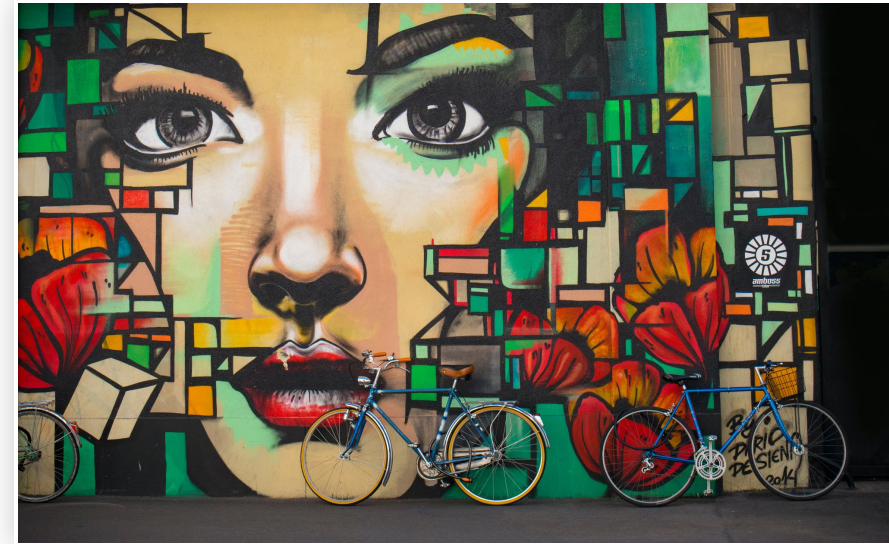
- **Sunset Date**

- Staff recommends that dissolves after 3 years
- Council has the authority to reinstate at their pleasure



Next Steps

- 1 **Council approves the formation of the committee**
- 2 **Create a public art master plan to guide the implementation of art throughout the community**
 - Identify funding opportunities
 - Identify placement and styles
 - Identify call for art sequencing





Options

- **Approve a resolution authorizing an committee for public art**
- **Deny a resolution authorizing an committee for public art**

Feedback



Choose an item.

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: November 14, 2022

SUBJECT:

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

SUMMARY:

Shannon Creek Park has been prioritized for development by the 2019 Park Master Plan and in the 2021-2026 Parks Capital Improvement Program. In 2021 staff began reaching out to the community to determine what amenities they would like to see in the park. Based on that feedback staff provided three programmed concepts to Park Board and Council to determine a preliminary budget. In February of 2022, Park Board and Council authorized a final design contract with Studio Outside.

In August of 2022, staff and Studio Outside completed a new round of public engagement that included an on-site town hall, and an online survey to receive feedback on the park. The community has a divided desire to create a park with active amenities such as sports courts, and an inclusive playground. Based off of this feedback staff has worked to create a phased approach to the construction of the park. The first phase will focus on drainage and infrastructure improvements, establishing vegetation and landscape, pond, add small pockets of parking, a nature play area and trails. Phase 2 will add a restroom and dog park, and Phase 3 will include the active amenities including pavilion, playground, sports court.

The current opinion of construction cost is \$6,679,855 to construct all three phases.

Phase 1- \$4,234,185

Phase 2-\$645,916

Phase 3- \$1,795,754

OPTIONS:

- 1) Recommend approving the full design and construction of Shannon Creek Park in one phase
- 2) Recommend approving the full design and construction of Shannon Creek Park in three phases
- 3) Recommend not moving forward with the design and construction of Shannon Creek Park

RECOMMENDATION:

Staff recommendations designing and constructing the park in three phases

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

Council authorized staff to move forward with a final design contract- November 8, 2021

Council awarded the final design contract to Studio Outside-February 7, 2022

FISCAL IMPACT:

STAFF CONTACT:

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

Shannon Creek

November 14, 2022

Staff Presenter: Jen Basham, Director of Parks and Recreation



Shannon Creeks Classification

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

- Total park acreage within a mile- 90.512 acres
- Shannon Creek (Current Phase)- 14.86 acres
- Linear linkages to total park system- 25.54 acres
- Total acres including linear linkages- 116.05 acres
- **Shannon Creek is positioned to serve over 4,000 households within 1 mile**



Background

- Shannon Creek development was identified as a priority in the 2019 park and recreation master plan
- The project began initial public engagement in 2021
- Staff presented the results of the public engagement and the opinion of probable cost to Council on November 8, 2021

Council supported moving forward with the design of Shannon Creek Park with a budget of \$ \$3,233,640 for construction

- The final design contract was presented to Council February 7, 2022

Council awarded the contract to Studio Outside for \$488,985

Engagement Round 1

Online Survey- 303 respondents

In-person town hall- 28 attendees

Amenities supported through the first round of public engagement

These items were listed as part of the final design contract brought forward in February

- Naturalized areas and trails
- Paved trails
- Manicured open space
- Large barrier free playground
Nature themed, with shade
- Fishing pond
- Sports court
- Fitness equipment
- Parking
- Restroom





Second Round of Public Engagement

On-Site Town Hall- August 10- 32 attendees signed in, more joined throughout meeting

Online Survey- 509 responses

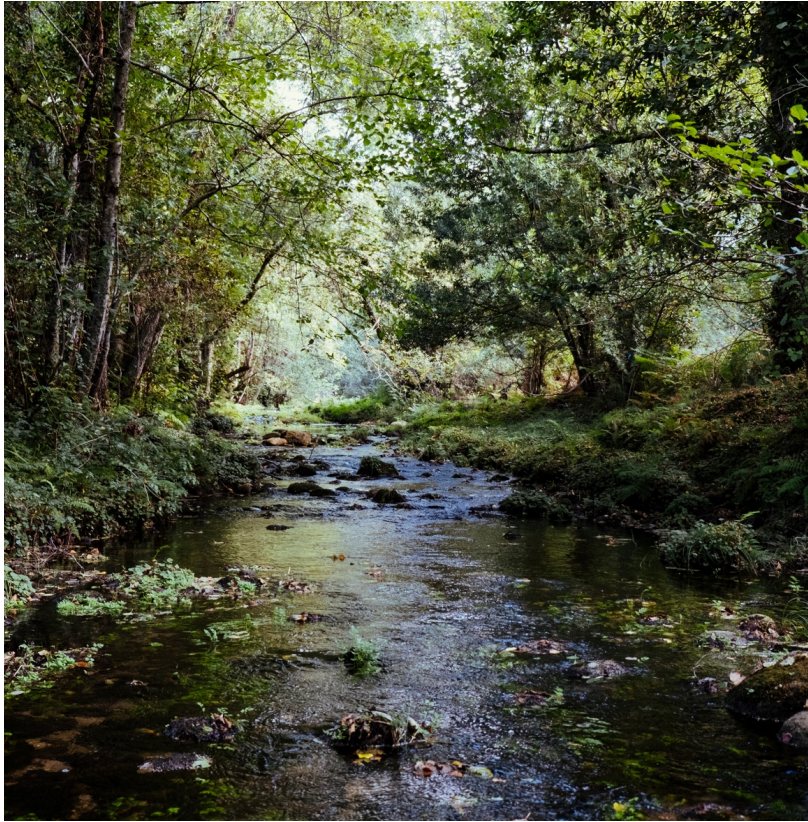
Town Hall Stand out Comments



- Use the creekside corridor for parking and restrooms
- Lighted sports courts
- No bathrooms near homes
- No parking on Stillwater
- Families want play equipment
- Nature trails and ponds please

Survey Information

In addition to the on-site town hall the community could respond to an online survey. The survey presented amenities in different configurations and scale. All options included the same amenities.



- Parking
- Restroom
- Nature and Paved Trail
- Natural Playground and Inclusive Playground
- Play lawn
- Pond
- Landscape screen between park and homes
- Sports Court
- Pavilion

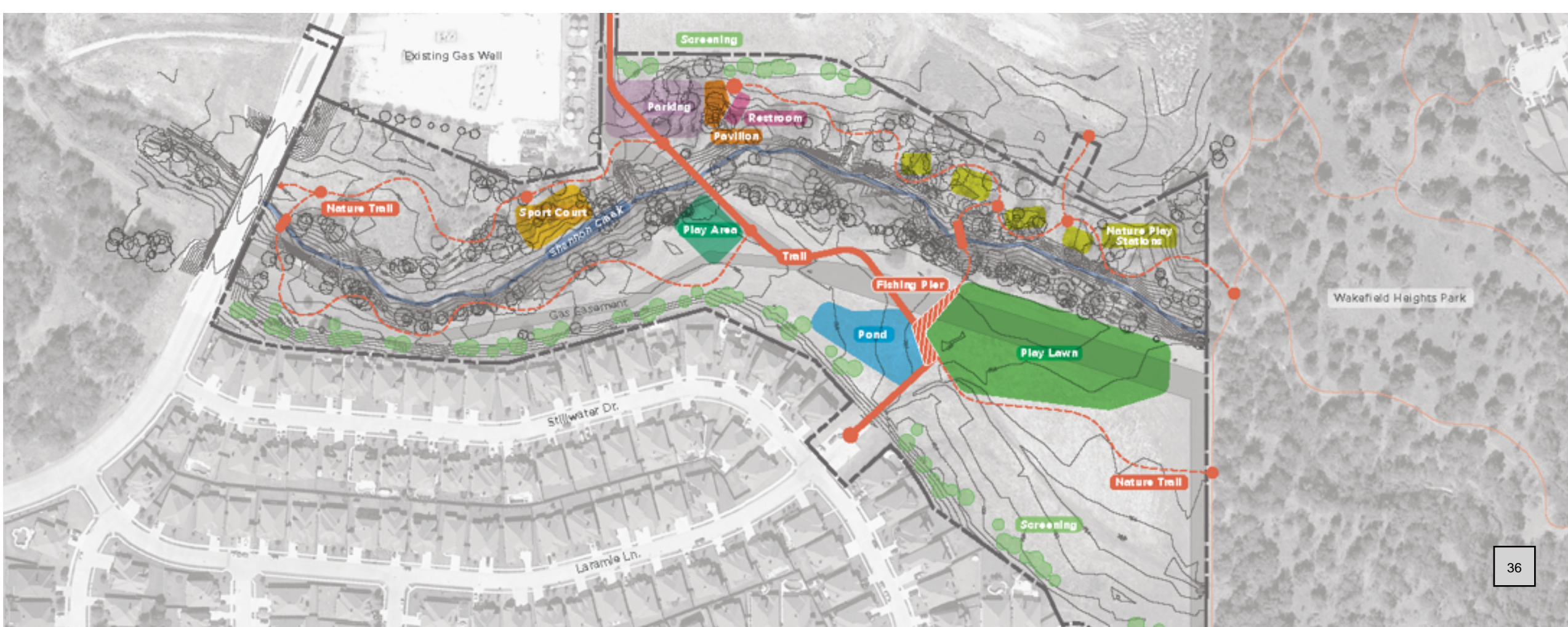
Close up of Option 1

Includes: Parking, bathroom, nature trail, nature play, playground, pavilion, sports court, play lawn, pond, pavilion, and screening



Close up of Option 2

Includes: Parking, bathroom, nature trail, nature play, playground, pavilion, sports court, play lawn, pond, pavilion, and screening

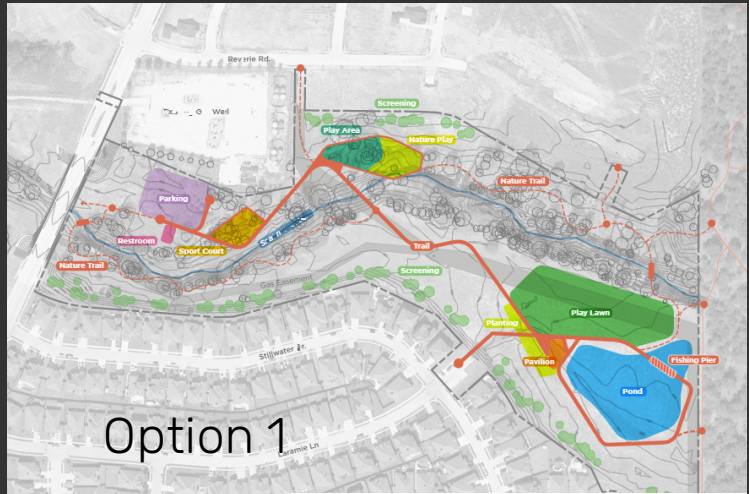
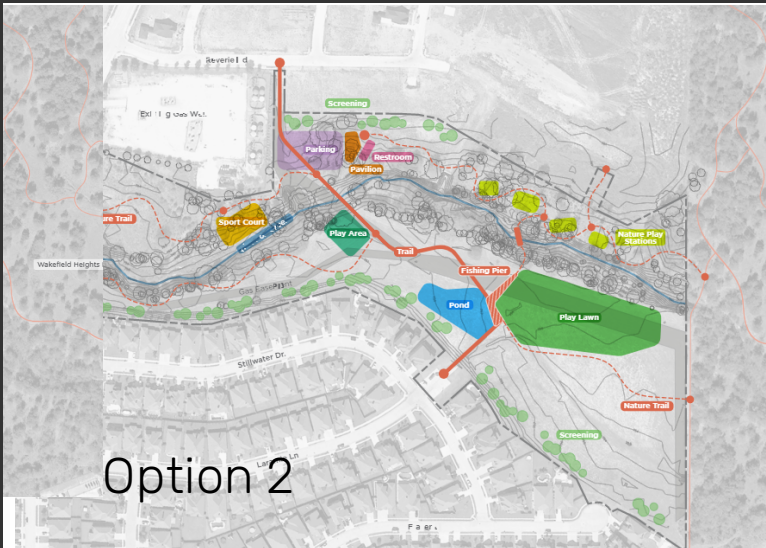
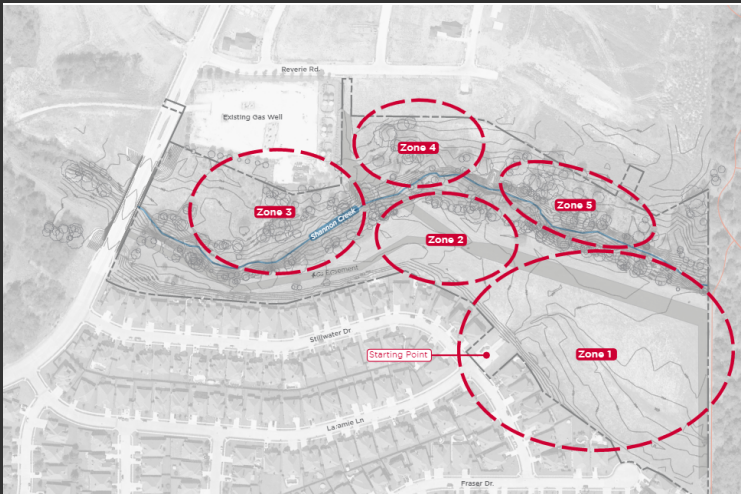


Close up of Option 3 (Preferred option from survey)

Includes: Parking, bathroom, nature trail, nature play, playground, pavilion, sports court, play lawn, pond, pavilion, and screening

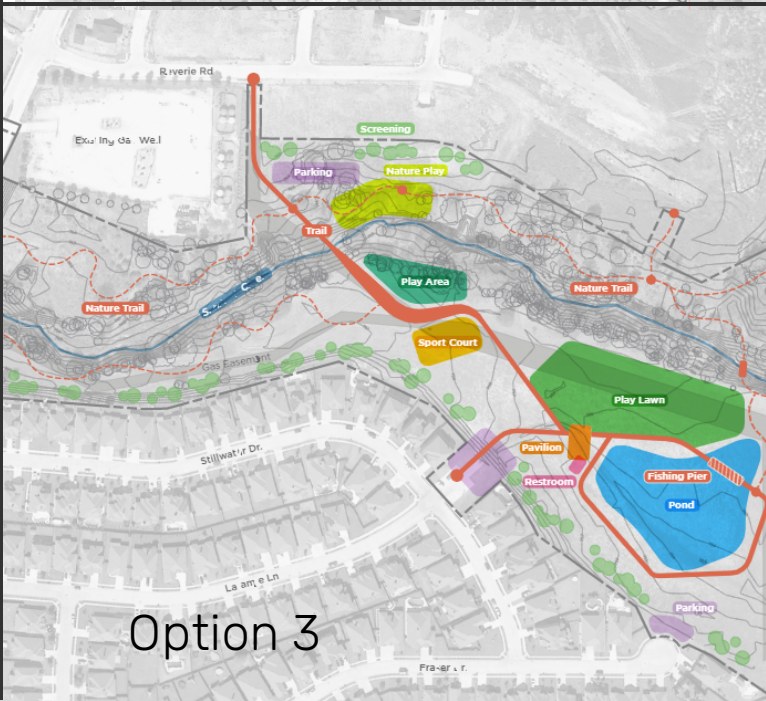


Final Design Survey Results



71%

Have children, 36% between the age of 0-5



38% like option 1
18% like option 2
44% like option 3
Additional requests made for splash pad, and dog park

Current Challenges

Funding, Feedback and Phasing



- Current funding for the project \$3,233,640
- Current opinion of cost to construct \$6,679,855
- Net difference \$3,446,215
- Due to the mixed nature of the responses and the available funding, staff is proposing a reduced scope for the initial construction and placing additional amenities into future phases as funding becomes available

Phase I



- Pond- \$337,250
Will include drainage improvements for the site
- Play Lawn- \$309,500
- Paved Trail-\$514,100
- Nature Trail- \$262,250
- Nature Play- \$161,750
- Parking- \$570,000
West lot- \$441,500
South lot-\$128,500
- General Costs-\$352,450
(Monument sign, vegetative screening, native grass and seeding, invasive removal)
- Contingency (15%)-\$432,509
- Contractor conditions and overhead(15%) -\$351,832
- Total-\$3,315,904.25

Estimated 24 months to design and construct

Phase II



- Restroom-\$272,000
- Dog Park- \$156,895
- Parking North Lot-\$306,900
- Contingency (20%)-\$169,232
- Contractor conditions and overhead (15%)
-\$110,369
- Total-\$1,015,397

Estimated 9 months to design and construct

Phase III



- Pavilion and Restroom Combo-\$597,200
- Playground- \$372,500
- Sports Courts (Lit)-\$ 150,000
- Rain Garden and Plantings- \$72,700
- Contingency (20%)-\$238,480
- Contractor conditions and overhead (15%) -\$178,860
- Design-\$186,014
Would be an additional cost for a future contract
- Total-\$1,795,754

Estimated 24 months to design and construct



Direction

✓ Complete project in one phase with all amenities as presented (36 months)

✓ Complete project in phases

Staff Recommendation

Phase 1- Passive (24 months)

Phase 2-Dog park and restroom (9 months)

Phase 3- Active (24 months)

Would result in additional design, mobilization, and construction fees as well as 21 additional months before full build out

✓ Not move forward with the project

Feedback



City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: November 14, 2022

SUBJECT:

Consider approval of the minutes from the October 17, 2022 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on October 17, 2022 for a regular council meeting.

OPTIONS:

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

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Name: Amanda Campos, TRMC
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-426-9665

BURLESON CITY COUNCIL REGULAR MEETING

October 17, 2022

DRAFT MINUTES

COUNCIL PRESENT:

Victoria Johnson

Rick Green

Chris Fletcher

Tamara Payne

Dan McClendon

Ronnie Johnson

COUNCIL ABSENT:

Jimmy Stanford

Staff present

Bryan Langley, City Manager

Tommy Ludwig, Deputy City Manager

Amanda Campos, City Secretary

Monica Solko, Deputy City Secretary

Allen Taylor, Jr., City Attorney

Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 5:35 PM

Invocation – Danny Verdugo, Associate pastor of Burleson Adventist Church.

Pledge of Allegiance to the US Flag

Texas Pledge:

2. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- Introduction of Sonic, the Burleson Police K9, and special recognition of Burleson Animal Emergency Hospital. (*Staff Presenter: Billy Cordell, Chief of Police*)

C. Community Interest Items

- Join us this Saturday, Boo Bash festival, starts at 5:30pm, performances and trick a treating.
- Texas Downtown People choice award, vote by going to their original post, three finalist: 1) Friday Date Night at the Burleson Farmer's Market, 2) Burleson Farmer's Market, 3) Buy BTX.
- Congratulations to the Police Department promotions.

Lisa Duello, Director of Neighborhood Services, reminded everyone of the recycling event happening on Saturday, November 5, from 9 a.m. to 11 a.m., at the Service Center.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- 5F removed from consent agenda.

4. CITIZEN APPEARANCES

- None.

5. CONSENT AGENDA

A. Consider approval of the minutes from the October 3, 2022 regular council meeting. (Staff Contact: Amanda Campos, City Secretary).

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

Motion passed 6-0, with Jimmy Stanford absent.

B. CSO#4018-10-2022, interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2022-23 in the amount not to exceed \$1,079,377. (Staff Contact: Billy Cordell, Police Chief)

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

Motion passed 6-0, with Jimmy Stanford absent.

C. CSO#4019-10-2022, minute order for the appointment of Kevin North, Assistant Director of Public Works, as voting member and Kip Dernovich, Deputy Director of Public Works, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2022/2023. (Staff Contact: Kip Dernovich, Deputy Director of Public Works)

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

Motion passed 6-0, with Jimmy Stanford absent.

D. CSO#4020-10-2022, contract with Armstrong Forensic Laboratory, Inc. for forensic services, which includes narcotics testing, quantified THC testing, and courtroom testimony, in an amount not to exceed \$75,000. (Staff Contact: Doug Sandifer, Deputy Chief of Police)

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

Motion passed 6-0, with Jimmy Stanford absent.

E. CSO#4021-10-2022, renewal insurance application and policy with Stealth Partner Group, managing general underwriter, and Berkshire Hathaway

Specialty Insurance to continue to be the City's stop-loss insurance providers for the City's partially self-funded insurance plan for plan year 2023 in an amount not to exceed \$680,000. (Staff Contact: Rick DeOrdio, Director of Human Resources)

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

Motion passed 6-0, with Jimmy Stanford absent.

- F. ~~CSO#4022-10-2022, engineering services contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500. (Staff Contact: Errick Thompson, Deputy Director of Public Works)-REMOVED~~**

Item removed from the consent agenda to be considered separately.

- G. CSO#4023-10-2022, contract with Level 5 Architecture for the design of a gateway monument sign in the amount of \$62,275. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 6-0, with Jimmy Stanford absent.

- H. CSO#4024-10-2022, resolution authorizing the City's 2023 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, Deputy City Attorney/Compliance Manager)**

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

Motion passed 6-0, with Jimmy Stanford absent.

- I. CSO#4025-10-2022, resolution closing the Burleson Public Health Authority effective October 28, 2022, and accepting the resignations of Dr. Steve Martin and Dr. John Griswell. (Staff Presenter: K.T. Freeman, Fire Chief)**

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

Motion passed 6-0, with Jimmy Stanford absent.

- J. CSO#4026-10-2022, purchase order for the Aruba Wireless Hardware and ClearPass management software from CDW-G, LLC, through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and authorize the City Manager to approve the reoccurring maintenance and support associated with the wireless infrastructure for five years in an amount not to exceed \$224,047.17 including contingency STATE CONTRACT DIR-TSO-4160. (Staff Contact: James Grommersch, Chief Technology Officer)**

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

Motion passed 6-0, with Jimmy Stanford absent.

ITEM REMOVED FROM CONSENT AGENDA:

5F.CSO#4022-10-2022, engineering services contract with Freese and Nichols for the design of Alsbury Blvd- Ph. 1B from Candler to Hulen in the amount of \$360,500. (Staff Contact: Errick Thompson, Deputy Director of Public Works)

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

Motion passed 6-0, with Jimmy Stanford absent.

6. DEVELOPMENT APPLICATIONS

A. Waiver to Section 5.1.a “Street and right-of-way basic policies” of the Design Standards Manual for the design criteria for streets within the Sherwood Forest Subdivision located at 3321 John Jones (Case 22-135). (Staff Presenter: Errick Thompson, Public Works Deputy Director) (The Planning and Zoning Commission recommended approval by unanimous vote)

Errick Thompson, Deputy Director of Public Works, presented Case 22-135 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:02 p.m.**

No speakers.

Mayor Fletcher continued the public hearing for later this evening. **Time: 6:03 p.m.**

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

Motion passed 6-0, with Jimmy Stanford absent.

7. GENERAL

A. CSO#4027-10-2022, resolution authorizing the City Manager to increase police and firefighter salaries and implement hiring incentives. (Staff Presenter: Rick DeOrdio, Director of Human Resources)

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

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

Motion passed 6-0, with Jimmy Stanford absent.

B. CSO#4028-10-2022, resolution authorizing City staff to obtain an appraisal and land survey of real property in Johnson County, Texas, being a portion of a tract of land commonly known as 1324 County Road 914, necessary to allow for the expansion of Lakewood Drive and for other public purposes. (Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

Matt Ribitzki, Deputy City Attorney, presented a resolution to the city council.

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

Motion passed 6-0, with Jimmy Stanford absent.

C. CSO#4029-10-2022, contract with Playwell, Inc for the installation of new playground and park features at Oak Valley Park in the amount of \$283,121.86. (Staff Presenter: Jen Basham, Director of Parks and Recreation)

Jan Basham, Director of Parks and Recreation, presented a contract to the city council.

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

Motion passed 6-0, with Jimmy Stanford absent.

D. CSO#4029-10-2022, contract with Playworks, Inc, a sole source provider of Playwell products for the installation of new playground and park features at Elk Ridge Park in the amount of \$195,084.63. (Staff Presenter: Jen Basham, Director of Parks and Recreation)

Jen Basham, Director of Parks and Recreation, presented a contract to the city council.

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve with the addition of *Add an adult, CIP funding

Motion passed 6-0, with Jimmy Stanford absent.

8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Proactive approach on homeless issues.

11. RECESS INTO EXECUTIVE SESSION

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

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

-Discuss and receive direction on options legally available to incentivize a public and private partnership for the reconstruction of the Clark Park parking lot.

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

-Discuss and receive direction on 120 NW Newton Drive, Burleson, Johnson County, Texas, for library and other municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

- Discuss and receive direction on certain parcels of real property in Johnson County, Texas for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property in Johnson County and Tarrant County, Texas for community park purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
- Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 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 a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073

D. Personnel Matters Pursuant to Section 551.074

E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076

F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087

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

Motion was made by Ronnie Johnson and seconded by Rick Green to convene into executive session. **Time: 6:42 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

Motion was made by Rick Green and seconded by Ronnie Johnson to reconvene into open session. **Time: 7:46 p.m.**

Motion passed 6-0, with Jimmy Stanford absent.

ADJOURNMENT

Motion made by Ronnie Johnson and Dan McClendon to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 7:47 p.m.**

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: November 14, 2022

SUBJECT:

Consider approval of a minute order confirming the City Council meeting dates for calendar year 2023. (*Staff Contact: Amanda Campos, City Secretary*).

SUMMARY:

The Burleson City Council approves, by minute order, the regularly scheduled council meeting dates each calendar year. This procedure allows council and staff to plan and review the dates for possible conflicts. For calendar year 2023 there are two holiday conflicts.

- January 2, 2023 (closed in observance of New Year's holiday)
- September 4, 2023 (closed in observance of Labor Day)

Council is requested to change these dates as seen in the calendar provided.

Council is further requested to consider having only one meeting in November and December 2023. These two months have multiple days of holidays and council has granted this request in previous years for administrative ease of use.

OPTIONS:

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

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

2023

| January | | | | | | |
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| November | | | | | | |
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| January: | |
|--|--------------------|
| Jan 01 | New Year's Day |
| Jan 02 | New Year's Holiday |
| Jan 16 | M L King Day |
| May: | |
| May 29 | Memorial Day |
| July: | |
| Jul 04 | Independence Day |
| September: | |
| Sep 04 | Labor Day |
| November: | |
| Nov 11 | Veterans Day |
| Nov 23 | Thanksgiving Day |
| Nov 24 | Thanksgiving |
| December: | |
| Dec 25 | Christmas |
| Dec 26 | Christmas Holiday |
| <input type="checkbox"/> City Council Meetings | |

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City Council Regular Meeting

DEPARTMENT: Customer Service
FROM: Jesse Elizondo, Director
MEETING: November 14, 2022

SUBJECT:

Consider approval of a one-year contract extension with Dataprose, LLC for the purchase of utility bill processing services in the amount not to exceed \$79,300. (Staff Contact: Jesse Elizondo, Director of Customer Service)

SUMMARY:

The City of Burleson utilizes Dataprose, LLC (formerly CSG Systems, Inc.) for printing, processing, and mailing of utility bills. This contract was last amended on October 4, 2018 updating Section 1.1 – Fees for Goods & Services (detailed below). This amendment updated pricing and allowed for full color utility bills. The current agreement is valid through October 4, 2022 and this one-year extension will be valid through October 4, 2023. Dataprose, LLC has been a reliable vendor processing our utility bills both timely and accurately.

Staff anticipates approximately 138,000 utility bills will be processed during fiscal year 2022/2023. The cost for printing and processing these bills is \$19,300 while postage will cost an additional \$60,000. The total cost for this service is \$79,300.

Schedule 1.1 – Fees for Goods & Services

| | | |
|---|----------|------------------------|
| ServiceBill (Package Includes: data processing & simplex, CM·K (full color) imaging, 8.5x11, 24# white paper perforated at 3.5" from bottom, #10 window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS) | \$0.10 | Per Bill |
| Optional Services | | |
| Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for twelve (12) months from creation date) | \$0.01 | Per Bill |
| ViewBill Transmission (includes FTP transmission to client site or files copied to CDROM) | \$150.00 | Per Transmission/CDROM |
| NCOALink – Automated address update service | \$0.25 | Per Address Correction |
| Additional Impressions | \$0.035 | Per Impression |
| Bill Suppression (data processing only – Group Y & Z) | \$0.04 | Per Bill |
| Oversized Surcharge (8-99 page bills – Group C) | \$0.40 | Per Bill |
| Oversized Surcharge (100+ page bills – Group D & E) | \$4.00 | Per Bill |
| Additional Inserts | \$0.02 | Per Insert |
| Offline Folding | \$0.01 | Per Piece |
| Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition) | \$125.00 | Per Hour |
| Freight, Courier & Air Delivery | Cost | Per Request |
| Postage (1 oz.) | \$0.395 | Per Bill |

OPTIONS:

- 1) Approve a one-year contract extension with Dataprose, LLC for the purchase of utility bill processing services in the amount not to exceed \$79,300.
- 2) Deny

RECOMMENDATION:

Staff recommendations approval of the one-year contract extension.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Water/Wastewater

Full Account #s: 401-2041-512-5515

Amount: \$19,300.00

Financial Considerations: Printing and processing of utility bills

Budgeted Y/N: Y

Fund Name: Water/Wastewater

Full Account #s: 401-2041-512-6007

Amount: \$60,000.00

Financial Considerations: Postage

STAFF CONTACT:

Jesse Elizondo

Director of Customer Service

jelizondo@burlesontx.com

817-426-9662



Contract Extension with Dataprose Utility Bill Processing

PRESENTED TO THE CITY COUNCIL ON
NOVEMBER 14, 2022

Contract Extension with Dataprose

Background Information

- The City of Burleson utilizes Dataprose for printing, processing, and mailing of utility bills.
- On October 4, 2018 an amendment to the contract updated Section 1.1 – Fees for Goods & Services. This amendment updated pricing and allowed for full color utility bills.
- The current agreement is valid through October 4, 2022 and this extension will be valid through October 4, 2023.
- Staff anticipates approximately 138,000 utility bills will be processed during fiscal year 2022/2023. The cost for printing and processing these bills is \$19,300 while postage will cost an additional \$60,000. The total cost for this service is \$79,300.

Contract Extension with Dataprose

Council Action Requested:

1. Approve a one-year contract extension with Dataprose, LLC for the purchase of utility bill processing services in the amount not to exceed \$79,300.
2. Deny the Contract.

Questions or Comments?

This Production Agreement (Agreement) is made and entered into as of the 10th day of January, 2004 (Effective Date), by and between DataProse, Inc., a California Corporation (DataProse), and the City of Burleson, organized under the laws of Texas (Client). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

ARTICLE 1 **SCOPE OF PRODUCTION AGREEMENT.** DataProse agrees to provide to Client services defined in Schedule 1.0, and Client agrees that DataProse shall be its exclusive provider of these goods and/or services to the extent that they relate to utility billings associated with customers who are provided what is defined as a Complete Set of utility services. For purposes of this contract, a Complete Set of utility services includes water, wastewater and solid waste collection. (Note: some customers who receive less than the total set of services are billed by other utility providers, in combination with their services. The City reserves the right to bill these services along with other miscellaneous municipal receivables, either internally or by agreement with other parties.) During the term of this Agreement, the Client agrees to produce a minimum monthly quantity of 9,000 invoices ("Monthly Minimum Commitment") for a period of 12 months, based upon the rates and terms provided herein. In the event that the Client does not fulfill the Monthly Minimum Commitment during any given month, or for the required period, then Client shall pay to DataProse a Minimum Processing Fee in an amount that shall be calculated based upon the Monthly Minimum Commitment and the rates and terms provided herein.

ARTICLE 2 **COMPENSATION.** In full and complete compensation for all goods and/or services provided by DataProse hereunder, Client agrees to pay DataProse according to the rates set forth in Schedule 1.0. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in Schedule 1.0 and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be assessed on statements not paid within thirty (30) days. The late payment charge will be 1-1/2% per month applied to the invoice amount unpaid (30) thirty days after billing to Client. The prices charged by DataProse to Client for the services listed in Schedule 1.0 will not be increased for a period of 12 months from the Effective Date of this Agreement ("Pricing Period"). All DataProse prices are subject to increase following this Initial Pricing Period or any subsequent Pricing Period, and upon written notice to Client. The rate of any price increase shall not exceed 10% at the completion of any pricing period.

ARTICLE 3 **TERM.** The initial term of this Agreement shall commence as of the Effective Date, and shall continue for three (3) years unless terminated earlier in accordance with provisions found elsewhere in this Agreement. This Agreement shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other if a party exercises its right to terminate the Agreement at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no later than thirty (30) days before the expiration of the current term.

ARTICLE 4 **POSTAGE.** DataProse will require that Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with DataProse the initial sum specified on Schedule 2.0 as the permanent postage deposit. The amount required to be deposited with DataProse may be changed by DataProse on a periodic basis based upon changes in Client's volume, postage usage, or payment history. Client will be notified in writing and in advance if the deposit is changed. Upon termination of this Agreement, DataProse shall return the deposit amount to Client after payment for all Services and postage has been paid by the Client. If this Agreement is terminated due to default of Client, DataProse may apply any of Client's funds it holds against any sum owed by Client to DataProse upon termination of this Agreement. IF CLIENT FAILS TO MAINTAIN THE DEPOSIT AT THE ADJUSTED LEVELS, OR IF CLIENT FAILS TO MAINTAIN CURRENT STATUS OF ALL INVOICES AS DESCRIBED IN ARTICLE 2, DATAPROSE MAY IMMEDIATELY SUSPEND ITS PERFORMANCE UNDER THIS AGREEMENT AND WILL HOLD CUSTOMER'S MAIL UNTIL THE DEPOSIT IS RECEIVED.

ARTICLE 5 **EXPENSES.** When Client has approved the amount of such costs and expenses in advance and in writing, Client will reimburse DataProse for costs and expenses associated with the performance of services for Client, such as cost of travel, expenses associated with travel, freight, delivery service and other required supplies in connection with providing the DataProse services associated with this Agreement.

ARTICLE 6 **TERMINATION.** Client or DataProse may terminate this Agreement for an event of default defined below if such default remains uncured (30) thirty days after written notice of the default has been received from the party declaring the default.

- (1) Failure of Client to pay for all goods and/or services as provided in this Agreement. In addition to other remedies provided by this Agreement and pursuant to law, DataProse has the right to withhold production and mailing of any further production cycles until Client's account is brought current.
- (2) Any other breach by Client or DataProse of a term or condition of this Agreement.
- (3) Bankruptcy or insolvency of either party.
- (4) Non-Appropriation of funds by city Council.

If DataProse terminates this Agreement in accordance with Article 6 herein, or the Client terminates this Agreement for any reason other than those specified in Article 6 prior to satisfying its Monthly Minimum Commitment, the Client agrees that it shall be liable to DataProse for liquidated damages ("Liquidated Damages") for its early termination. It being understood and agreed to by the parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Monthly Minimum Commitment and (b) the sum of the number of months remaining in the current term of the Agreement and the number of months that any invoices remain unpaid by the Client.

ARTICLE 7 **FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with).

ARTICLE 8 **CONFIDENTIALITY.** DataProse agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be, subject only to the disclosure required for the performance of DataProse's obligations hereunder, held in strict confidence and shall not be disclosed or otherwise disseminated by DataProse without the consent of Client.

ARTICLE 9 **INDEMNIFICATION.** To the extent permitted by law, Client agrees to indemnify and hold DataProse harmless for any and all claims from any person, firm, or entity whatsoever that may arise in connection with Client's supplying to DataProse the data, reports or other documentation necessary to perform its duties under this Agreement, except that such indemnification shall not extend to any claims that result from action by DataProse, its officers, employees or agents or anyone acting on behalf of DataProse if such action is negligent or is in violation of one or more terms of this Agreement.

ARTICLE 10 **WARRANTIES.** DataProse shall provide all goods and/or services in a good and first class workmanlike manner in accordance with the terms specifically set forth in Schedule 1.0. The parties hereto agree that this Agreement is only for the production of goods and/or services. EXCEPT FOR THE PERFORMANCE GUARANTEE CONTAINED IN SCHEDULE 3.0 HEREOF, THIS WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED TO CLIENT. THE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

ARTICLE 11 LIMITATION OF LIABILITY. The liability of DataProse with respect to any failure to provide the goods and/or services as required under this Agreement shall in each case be limited to the compensation paid to DataProse for the defective goods or services. DATAPROSE IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT OR INCOME, even if DataProse has been advised of the possibility of such loss or damage. This provision will not be affected by DataProse's failure to correct any defect or replace any defective work product to Client's satisfaction. Client has accepted this restriction on its right to recover consequential damages as a part of its bargain with DataProse. Client acknowledges what DataProse charges for its goods and services would be higher if DataProse were required to bear responsibility for Client's damages.

ARTICLE 12 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed and interpreted in accordance with the laws of the state of Texas, without giving effect to the principles of choice of laws of such state. The parties each consent to the jurisdiction and venue of the District Courts Texas, as to any matters initiated in state court, and to the courts of the Northern District of Texas for any matters initiated in federal court.

ARTICLE 13 SEVERABILITY. If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

ARTICLE 14 WAIVER; MODIFICATION OF AGREEMENT. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

ARTICLE 15 NOTICE. All notices must be in writing and if not personally delivered, be sent by facsimile or by first class mail, or by electronic mail. Notices will be effective on the day when delivered, addressed to the other party at the address shown in this Agreement. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party.

Addresses for purpose of giving notice are as follows:

If to DataProse:
DataProse, Inc.
1451 North Rice Avenue, Suite A
Oxnard, CA 93030
Attention: Chief Executive Officer

If to Client:
City of Burleson
141 W Renfro Street
Burleson, TX 76028

ARTICLE 16 ENTIRE AGREEMENT. This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the production of goods and services for Client by DataProse, and supercedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

ARTICLE 17 ATTORNEY FEES. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witness, travel, etc., and reasonable attorney fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorney fees on appeal, if any. The court shall determine who is the prevailing party, whether or not the dispute or controversy proceeds to final judgment. If either party is reasonably required to incur such out-of-pocket expenses and attorney fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorney fees whether or not action is filed.

ARTICLE 18 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The parties hereto execute this Agreement through their duly authorized officers, as of the day and year first written above.

DATAPROSE, INC.:

By: Glenn A. Carter

Glenn A. Carter, President

Date: 1.15.04

CLIENT:

By: Charles Harris

Charles Harris

Title: Director of Finance Date: 1/9/2004

Schedule 1.0 - Fees for Goods & Services

| | | |
|--|---------|------------------------|
| Paper Bill (Includes: data processing & simplex, 2-color, laser imaging, 8.5x11 at 3.5" from bottom, #10 double window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS) | \$0.135 | Per Bill |
| Search & ViewBill (Includes: data processing, pdf creation, search & access capabilities & hosting of pdf files for 3 months from creation date) | \$0.02 | Per Bill |
| Fastforward Service (Service plus electronic report) | \$0.50 | Per Address Correction |
| Additional Impressions | \$0.05 | Per Impression |
| Oversized Surcharge (8-99 page bills - Group C) | \$0.20 | Per Bill |
| Oversized Surcharge (100+ page bills - Group D & E) | \$4.00 | Per Bill |
| Additional Inserts | \$0.02 | Per Insert |
| Basic Set up Fee (CityBill or Standard Format and Reports) | \$250 | |
| Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition) | \$125 | Per Hour |
| Freight, Courier & Air Delivery | Cost | Per Request |
| Minimum Daily Processing/Production Fee | \$75.00 | Per Day |
| Postage | \$0.301 | Per One Ounce |

Schedule 2.0 - Permanent Postage Deposit

| | | |
|--|---------|------------------------|
| Permanent Postage Deposit (Based on two (2) months estimated volume) | \$6,020 | (2 mos. Volume * .301) |
|--|---------|------------------------|

Schedule 3.0 - Performance Guarantee

DataProse will deliver clients bills within an average of one (1) Business Day after the applicable Determination Date (as Defined herein). Such average time period will be determined by measuring the number of elapsed Business Days between each respective determination date and the date which a majority amount of the Client's bills were mailed for consecutive three (3) month period. The "Determination Date" is the date which data is received - either via electronic transmission (FTP or modem) or hard copy media (tape or disk) if prior to 10:00 AM, local time. If data is received after 10:00 AM, local time, or not on the date of the agreed upon production schedule, the Determination Date is the Business Day immediately following the date data is received.

**FIRST AMENDMENT
TO THE
PRODUCTION AGREEMENT
BETWEEN
CSG SYSTEMS, INC.
AND
THE CITY OF BURLESON**

THIS FIRST AMENDMENT (the "Amendment") is made by and between CSG Systems, Inc., successor in interest to DataProse, Inc. ("CSG") and The City of Burleson ("Client"). The Effective Date of this Amendment is the date last signed below. CSG and Client entered into a certain Production Agreement (CSG document #2305019) dated January 10, 2004 (the "Agreement") and now desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment. If the terms and conditions set forth in this Amendment shall be in conflict with the Agreement, the terms and conditions of this Amendment shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Amendment shall have the meaning set forth in the Agreement. Upon execution of this Amendment by the parties, any subsequent reference to the Agreement between the parties shall mean the Agreement as amended by this Amendment. Except as amended by this Amendment, the terms and conditions set forth in the Agreement shall continue in full force and effect according to their terms.

CSG and Client agree as follows:

1. Article 1, Scope of Production Agreement, is deleted in its entirety and the following substituted in its place:

ARTICLE 1. SCOPE OF PRODUCTION AGREEMENT. CSG agrees to provide to Client services defined in Schedule 1.0, and Client agrees that CSG shall be its exclusive provider of these goods and/or services to the extent that they relate to utility billings associated with customers who are provided what is defined as a Complete Set of utility services. For purposes of this Agreement, a Complete Set of utility services includes water, wastewater and solid waste collection. (Note: some customers who receive less than the total set of services are billed by other utility providers, in combination with their services. Client reserves the right to bill these services along with other miscellaneous municipal receivables, either internally or by agreement with other parties). During the term of this Agreement, the Client agrees to produce a minimum monthly quantity of 14,000 invoices ("Monthly Minimum Commitment"). In the event that the Client does not fulfill the Monthly Minimum Commitment during any given month, then Client shall pay to CSG a Minimum Processing Fee in an amount that shall be calculated based upon the Monthly Minimum Commitment and the rates for First Physical Page Print Processing provided herein.

2. The renewal Term of the Agreement as set forth in Article 3, Term, is hereby extended from the current expiration date of January 10, 2013 until January 10, 2016. Thereafter, this Agreement shall renew for successive one (1) year terms as described in Article 3.

3. CSG's address for notices under Article 15, Notices, is deleted and the following substituted in its place:

If to CSG:
CSG Systems, Inc.
9555 Maroon Circle
Englewood, CO 80112
Attn: General Counsel

4. Schedule 1.0 to the Agreement is deleted and the attached Schedule 1.0 substituted in its place.
5. Schedule 2.0 to the Agreement is deleted in its entirety and the following substituted in its place:

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit (Based on two (2) months estimated volume)

\$10,500

(2 mos. Volume * x (\$0.37)

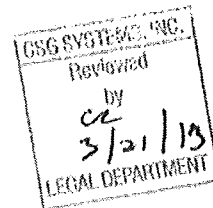
IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

CITY OF BURLESON ("CLIENT")

By: Dale Cheatham
Name: Dale Cheatham
Title: City Manager
Date: 2 April 13

CSG SYSTEMS, INC. ("CSG")

By: Michael J. Henderson
Name: Michael J. Henderson
Title: EVP Sales & Marketing
Date: 3/21/13



Schedule 1.0 – Fees for Goods and Services

| <i>Processing</i> | <i>Unit</i> | <i>Price</i> |
|---|-----------------|----------------|
| First Physical Page Print Processing – Duplex print, cut-sheet, black toner only, with automated insertion into #10 envelopes. Excludes materials and postage | Mall Piece | \$0.0460 |
| Each Additional Physical Page Print Processing – Duplex print, cut-sheet, black toner only, with automated insertion into #10 envelopes. Excludes materials. | Mall Piece | \$0.0200 |
| <i>Materials</i> | <i>Unit</i> | <i>Price</i> |
| Paper - 8-1/2 x 11, 24#, white bond with micro-perforated stub (3.5" up from the bottom), 2/0 Inks | Physical Page | \$0.0125 |
| #10 Carrier Envelope – standard stock, single window, 24#, poly covered, 2/0 | Envelope | \$0.0185 |
| #9 Return Envelope – standard stock, 24#, 1/0 | Envelope | \$0.0130 |
| <i>Optional Services</i> | <i>Unit</i> | <i>Price</i> |
| Additional Generic Inserting (excludes materials) | Insert | \$0.0200 |
| Manual Insertion Fee – for hand insertion into 0x12 envelope or box | Mall Piece | \$0.4000 |
| Oversize Surcharge (100+ page bills) | Mall Piece | \$4.0000 |
| Data Processing – where printing is suppressed | Mall Piece | \$0.0400 |
| Search & ViewBill – pdf creation, search and access capability for 3 months from creation date | Mall Piece | \$0.0100 |
| ViewBill Transmission (Includes: ftp transmission to client site OR files copied to CD-Rom) | Transmission/CD | \$150.00 |
| NCOA link (Address Correction Service) | Correction | \$0.2500 |
| Technical Services (set-up beyond standard requirement, formatting or custom reports, conditional logic & insert/forms composition) | Hour | \$125.00 |
| Custom Forms or Envelopes | Per Request | Quote |
| Freight, Courier & Air Delivery | Per Request | Cost |
| Postage – Subject to increase based upon USPS rate increases | Mall Piece | Actual Postage |



AMENDMENT TO PRODUCTION AGREEMENT

This Second Amendment (the "Amendment") is made by and between DataProse, LLC, a Texas limited liability company ("DataProse") and successor in interest to CSG Systems, Inc. ("CSG") and amends the First Amendment (the "First Amendment") made between CSG and the City of Burleson ("Client") dated 4/1/2013. The purpose of this Amendment is to amend the terms and conditions agreed to in this prior Amendment. The effective date of this Amendment is the date last signed below ("Effective Date"). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

PURPOSE OF AMENDMENT. This Amendment shall become effective as of the Effective Date and makes the following changes to the prior Amendment.

- Replaces Schedule 1.0 from the Amendment with Schedule 1.1 (below) which amends the Fees for Goods & Services.
- Replaces Article 3 of the Amendment with Article 3.1 (below) which amends the Term of the Agreement.
- Replaces Article 15 of the Agreement with Article 15.1 (below) which amends the client notice of the Agreement.

DataProse and Client agree that this Amendment is hereby incorporated by reference into a certain Production Agreement (the "Agreement") dated January 10, 2004. The Agreement and this Amendment set forth the entire understanding between the Parties with respect to the Licensed Software/Services, as defined below.

Schedule 1.1 – Fees for Goods & Services

ServiceBill (Package Includes: data processing and simplex, CM · K (full color) imaging, 8.5x11, 24# white paper perforated at 3.5" from bottom, #10 window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS)

\$0.10

Per Bill

Optional Services

Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for twelve (12) months from creation date)

\$0.01

Per Bill

ViewBill Transmission (includes FTP transmission to client site or files copied to CDRom)

\$150.00

Per Transmission/CDRom

NCOALink – Automated address update service

\$0.25

Per Address Correction

Additional Impressions

\$0.035

Per Impression

Bill Suppression (data processing only – Group Y & Z)

\$0.04

Per Bill

Oversized Surcharge (8-99 page bills – Group C)

\$0.40

Per Bill

Oversized Surcharge (100+ page bills – Group D & E)

\$4.00

Per Bill

Additional Inserts

\$0.02

Per Insert

Offline Folding

\$0.01

Per Piece

Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)

\$125.00

Per Hour

Freight, Courier & Air Delivery

Cost

Per Request

Postage (1 oz.)

\$0.385

Per Bill

ARTICLE 3.1 TERM. The term of this Amendment shall commence as of the Effective Date, and shall continue for a period of not less than three (3) years, ending on the third anniversary of the Effective Date, unless terminated earlier in accordance with provisions found elsewhere in the Agreement. The Amendment shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than ninety (90), days before the expiration of the then current term.

ARTICLE 15.1 NOTICE. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party.

If to DataProse:

DataProse
1122 W. Bethel Road, Suite 100
Coppell, TX 75019
Attention: COO

If to Client:

City of Burleson
141 W Renfro Street
Burleson, TX 76028
Attention: Director of Finance

IN WITNESS WHEREOF, The parties hereto have caused this Amendment to be executed and to be effective as of the Effective Date.

DataProse, LLC

By: William K. Murray
CEO

Date: 10/4/2018

City of Burleson:

By: [Signature]

Title: City Manager

Date: 16 Sept 18

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.**

DataProse, LLC
Coppell, TX United States

Certificate Number:
2022-949039

Date Filed:
10/26/2022

Date Acknowledged:

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

City of Burleson

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

PROD AGRMNT/BILL PROCESSING
OUTSOURCE BILL PRINTING AND MAILING SERVICE

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Nelson, Curtis | COPPELL, TX United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.


☐**6 UNSWORN DECLARATION**

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

My address is 1122 W Bethel Rd, Coppell, TX, 75019, US.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 26th day of October, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Police Department
FROM: Billy J. Cordell, Chief of Police
MEETING: November 14, 2022

SUBJECT:

Consider approval of an inter-local agreement between the Johnson County Family Crisis Center, Johnson County Sheriff's Department, Somervell County Sheriff's Department, Johnson and Somerville County District Attorneys, Texas Health Resources (Cleburne), and the Burleson Police Department establishing protocols for the Johnson and Somervell Sexual Assault Response Team (SART) and authorize the City Manager to execute the agreement. (*Staff Contact: Billy J. Cordell, Police Chief*)

SUMMARY:

The passage of SB476 in the 87th Texas Legislature required each county to develop multi-disciplinary adult Sexual Assault Response Teams. The statewide network creates an infrastructure of resources, awareness, connection, and coordination to address sex crimes locally. As allowed for counties with a population of 250,000 or less, Johnson and Somervell counties joined together to create the multi-disciplinary team and establish a cooperative working agreement.

OPTIONS:

- 1) Approve or deny the agreement between the Johnson County Family Crisis Center, Johnson County Sheriff's Department, Somervell County Sheriff's Department, Johnson and Somerville County District Attorneys, Texas Health Resources-Cleburne, and the Burleson Police Department.

RECOMMENDATION:

Staff recommends approval of the agreement.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Name Billy J. Cordell,
Title: Chief of Police
Email: bcordell@burlesontx.com
Phone: 817-426-9912

Johnson & Somervell County
Sexual Assault Response Team (SART)
Community Cooperative Working Agreement

This working agreement is recognized as a cooperative collaborative commitment between participating agencies. This agreement is proof of commitment as acknowledged by the signature of each agency representative. All parties enter this collaborative working agreement voluntarily to better serve the needs of sexual assault victims, including sex trafficking, in Johnson and Somervell Counties and surrounding communities. The agreement is not legally binding and may be amended at any time in writing and by mutual consent of the parties. Any party to the Agreement may withdraw from the Agreement upon thirty (30) days written notice; however, the withdrawal of any party will not result in the nullification of the Agreement nor of any part of the Agreement as a new representative will be appointed.

Vision: To create an environment in Johnson County and Somervell County, Texas where survivors of sexual assault are heard, and healing is promoted, and offenders of those crimes are held accountable.

Mission: The Johnson and Somervell County Sexual Assault Response Team (SART) is dedicated to enhancing the multidisciplinary response by those charged with responding to sexual assaults of adult and adolescent individuals, equipped by a standardized plan of action, with the goal to comprehensively investigate sexual assault crimes and to promote healing and justice for survivors.

ADVOCACY

- I. The Family Crisis Center agrees to:
 - A. Maintain confidentiality of all references to case specific information.
 - B. Provide administrative oversight of the Johnson and Somervell County SART.
 - C. Designate a coordinator to serve as a facilitator for the SART.
 - D. Maintain a record of all SART meetings and documents.
 - E. Support and provide trained Advocates.
 - F. Demonstrate a one-hour response time from time of call received to time advocate arrives to designated healthcare facility.
 - G. Instruct advocate to check in upon arrival/departure.
 - H. Provide hotline sexual assault victims with appropriate healthcare facility choices for medical assessment and forensic examination when requested.
 - I. Utilizing a victim-centered and trauma informed approach, provide information (verbal and written), emotional support and crisis intervention for sexual assault victims and their family members, and/or friends at the hospital. Provide the survivor with the opportunity to be supported by a trained advocate during their investigative interview with law enforcement (HB1172).

- J. If client exhibits behaviors conducive with human sex trafficking, utilize the adult human trafficking screening tool provided by the National Human Trafficking training center and provide appropriate services and referrals.
- K. Provide appropriate referrals and follow up care, consulting with Texas Health Cleburne social worker on any areas of concern.
- L. Provide ongoing data to the SART for evaluation.
- M. Coordinate and participate in SART training activities, as determined, and supported by the SART.
- N. Provide follow-up intervention, counseling and advocacy services for victims and family members as requested.
- O. Collaborate with law enforcement and district attorney to meet clients' needs regarding crime victims' rights, compensation and advocacy throughout investigation and prosecution. Routinely share information among team members and provide information about case status as needed and as allowed by law.
- P. If survivor discloses that multi-age children, elderly, or disabled persons are in the household with the offender, make appropriate reports and collaborate with the Children's Advocacy Center, CPS, and/or APS, as necessary.
- Q. Provide a process for the victim and/or family to receive information regarding crime victims' rights, compensation, and the right to advocacy.
- R. Cooperate with local Law Enforcement to provide appropriate care to victims.

HOSPITAL

- II. Texas Health Methodist Cleburne Hospital agrees to:
 - A. Designate a liaison to serve as a resource person for the SART.
 - B. Participate in SART meetings and SART sponsored training activities.
 - C. Provide the necessary medical stabilization of patient upon presentation to the hospital.
 - D. Determine if the Police have been notified and notify when appropriate.
 - E. Initiate call to the Texas Health Systems SANE Program when a sexual assault patient has arrived.
 - F. Provide an examination room that has adequate space and privacy to conduct Sexual Assault Medical Forensic Examinations.
 - G. Provide appropriate equipment for the use in sexual assault medical forensic exams.
 - H. Provide ongoing feedback, as needed, to the area SART partners.
 - I. Develop a strong working relationship with area resources to strengthen the follow-up potential for patients referred.
 - J. Provide appropriate and healing Community resources when appropriate.
 - K. Provide ongoing process improvement information to the SANE Program Manager and/or SART.
 - L. Maintain confidentiality and integrity of all medical records
 - M. Maintain confidentiality of all references to case specific information.

LAW ENFORCEMENT

- III. Law Enforcement Agency Agrees to:
 - A. Designate a liaison for the SART.

- B. Refer appropriate sexual assault patients to JCFC or other participating Johnson County SAFE facilities medical/forensic treatment.
- C. Provide on location help to victims, giving them the options for treatment.
- D. When possible, provide comfortable interview location where space permits.
- E. Responding Officer will gather information needed to proceed with report and SANE exam. Follow-up will be conducted by department, as necessary.
- F. Coordinate with the local advocacy program to arrange for an advocate to be present at all investigative interviews should the survivor request such presence.
- G. Offer the survivor with the opportunity to be supported by a trained advocate during their investigative interview with law enforcement (HB1172).
- H. Provide a case number or incident report and signed Law Enforcement Request for Sexual Assault Exam as needed for an approval.
- I. Department staff will provide follow up information and education to discuss with the SART during the monthly meeting. This can be done over Zoom or in person.
- J. Receive forensic evidence that has been collected from the patient and/or suspect for approved forensic exams.
- K. Report back to SANE Program Manager any suggestions from the Crime Lab concerning evidence collection, documentation, or packaging or sealing of the evidence and bring summary of the discussion to the SART.
- L. Follow law enforcement established protocol regarding evidence transmission and storage for approved forensic exams.
- M. Maintain communication and contact with the SART.
- N. Participate in SART training activities that will enhance knowledge of the community at large, Law Enforcement, the District Attorney's staff, SANE or SANE candidates.
- O. Provide data concerning sexual assaults to the SART.
- P. Provide ongoing process improvement information to the SANE Program Manager and/or SART.
- Q. Maintain confidentiality of all references to case specific information.

PROSECUTION

- IV. The District Attorney's Office of Johnson and Somervell County agrees to:
 - A. Designate a liaison to serve as a resource person for the Sexual Assault Response Team (SART).
 - B. Provide ongoing data for cases that have gone to prosecution.
 - C. Use Sexual Assault Nurse Examiners (SANE) as witnesses during sexual assault trials, as needed.
 - D. Provide reasonable notification of upcoming trials for SANE or law enforcement who may be called.

- E. Meet with SANE prior to judicial proceedings to review the case.
- F. Maintain communication and contact with the SART and establish method for follow up on disposition of cases.
- G. Participate in SART training activities, including law enforcement officials, other attorneys, and SANE candidates.
- H. Participate in training that will increase SANE's ability to provide clear and defined testimony as an expert witness.
- I. Provide ongoing process improvement information to the SANE Program Manager and/or SART.

SANE

- V. The Texas Health Sexual Assault Nurse Examine (SANE) Program agrees to:
 - A. Designate a liaison serve as a resource person for the SART.
 - B. Participate in SART meetings and SART sponsored training activities.
 - C. Collaborate with advocacy to meet patient/victims needs regarding crime victim's rights, compensation, and advocacy throughout the medical forensic evaluation.
 - D. Ensure that all SANEs responding independently to care for patient/victims are adult/adolescent certified by the Texas Office of the Attorney General or has a national SANE-A certification through the International Association of Forensic Nurses (IAFN).
 - E. Ensure that all SANEs stay current with their Texas Board of Nursing licensure requirements for registered nurses.
 - F. Ensure that all SANEs stay current with requirements of adult/adolescent certification as mandated by the Texas Office of the Attorney General and/or the IAFN.
 - G. Ensure SANE(s) provide the patient/victim with the opportunity to be supported by an approved advocate during their medical/forensic experience.
 - H. Ensure a one (1) hour response from time of call received to time SANE arrives at the emergency department.
 - I. Ensure that patients/victims receive written and verbal explanations of Texas Health and Human Services Information for Survivors of Sexual Assault.
 - J. Notify law enforcement agency of patients' arrival to the hospital when appropriate.
 - K. Ensure that all SANE staff follow established guidelines and best practices as outlined by the Texas Evidence Collection Protocol to provide consistency in the sexual assault medical forensic examination and evidence collection of patients/victims.
 - L. Enter sexual assault kit tracking information into the Texas DPS statewide electronic tracking system Track-Kit as required by Government Code 420.034.
 - M. Properly prepare for upcoming judicial proceedings by meeting with the District Attorney's Office to review cases that are pending or in process.
 - N. Notify the District Attorney's Office of address and/or telephone number changes.
 - O. Attend specialized forensic training specific to the Adult & Adolescent population to maintain current and best practices.
 - P. Agrees to meet regularly as a Forensic team to discuss quality of care, peer, and procedural review.

- Q. Provide ongoing process improvement information to the SART
- R. Maintain custody, confidentiality, and integrity of all forensic medical records.
- S. Maintain confidentiality of all references to case specific information.

Signatures of this agreement will include the following agencies:

Johnson County Family Crisis Center (FCC)
Burleson Police Department
Johnson County Sheriff's Department
Johnson County District Attorney
Texas Health Resources Cleburne (THR)
Somervell County Sheriff's Department

Johnson County Family Crisis Center

Date

City of Burleson – Bryan Langley, City Manager

Date

City of Burleson – Billy J. Cordell, Chief of Police

Date

Johnson County Sheriff's Department

Date

Johnson and Somervell County District Attorney

Date

Texas Health Resources Cleburne (THR)

Date

Somervell County Sheriff's Department

Date

City Council Regular Meeting

DEPARTMENT: Finance

FROM: Martin Avila

MEETING: November 14, 2022

SUBJECT:

Consider approval of a resolution declaring Council's review and approval of the City Council Policy #30, as required annually by Public Funds Investment Act and the City's charter for the City of Burleson. *(Staff Presenter: Martin Avila, Director of Finance)*

SUMMARY:

In 1987, State legislation adopted the Texas Public Funds Investment Act (PFIA). Because of PFIA, City Council adopted Investment Policy #30 on May 26, 1988. Policy amended on October 5, 1995, and reviewed yearly with minor updates made since 1995. The most recent revision was on July 19, 2021 with a minor change in wording from "certificate of deposits" to "financial deposits".

On June 21, 2021, Council approved an investment advisory service agreement with Valley View, Consultants. One of the initial tasks with Valley View was to work with staff in reviewing the City's current investment policy. In the review process, we referenced the Government Treasures Organization of Texas (GTOT) for recommended best practices and their checklist for the GTOT Investment Policy Certification Award Program. The Finance and Internal Service Committee approved updated investment policy on January 12, 2022. Council approved the resolution approving City Council Policy #30 on January 18, 2022. On May 12, 2022, the City was awarded the GTOT Investment Policy Certification Award.

No significant changes have been made to the Investment Policy. Minor changes proposed are as follows:

- Page 4, Delegation of Authority, updated title from Accounting Manager to Controller
- Page 8-14, Maximum Maturities and Investment Strategies, move "Liquidity" to follow "Safety of Principal" to align with the investment strategy of yield objectives shall at all times be subordinate to the objective of safety and liquidity
- Page 16, Appendix A, Vining Sparks acquired by Stifel, name updated in Approved Broker/Dealer list.

OPTIONS:

Approve or Deny resolution declaring Council's review and approval of City Council Policy #30.

RECOMMENDATION:

Staff recommends approval of a resolution.

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

N/A

FISCAL IMPACT:

No fiscal impact

STAFF CONTACT:

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



City Council Policy #30 - Investments

Present to City Council on November 14, 2022

Texas Public Funds Investment Act (PFIA)

- State legislation originally adopted in 1987
 - Chapter 2256, Government Code
- Amended in 1995
- PFIA requires local governments to develop an investment policy and reviewed and approved on an annual basis by the governing board.

Policy #30

- Adopted May 26, 1988
- Revised October 5, 1995 (Policy is reviewed yearly)
- Minor revision on July 19, 2021
 - Changed wording from “certificate of deposits” to “financial deposits”
- Updated Policy on January 18, 2022
 - Based on Government Treasurers Organization (GTOT) of Texas for recommend best practices
 - GTOT’s Investment Policy Certification Award Program checklist
 - City of Burleson received GTOT Investment Policy Certification Award on May 12, 2022
- PFIA requires City Council to review and approve investment policy on an annual basis.

Investment Policy for FY2023

- No significant changes to Investment Policy
- Minor changes proposed as follows:
 - Page 4, Delegation of Authority, updated title from Accounting Manager to Controller
 - Page 8-14, Maximum Maturities and Investment Strategies, move “Liquidity” to follow “Safety of Principal” to align with the investment strategy of yield objectives shall at all times be subordinate to the objective of safety and liquidity.
 - Page 16, Appendix A, Vining Sparks acquired by Stifel, name updated in Approved Broker/Dealer list.

Option

- Approve or Deny Resolution Declaring Council's review and approval of City Council Policy #30 for FY 2022-2023
- Staff recommends approval

QUESTIONS/COMMENTS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY (CITY COUNCIL POLICY #30); AND DECLARING 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, Section 2256.005(e) of the Public Funds Investment Act (the "Act") directs the governing body of an investing entity to adopt a written instrument by rule, order, ordinance, or resolution, stating that it has reviewed the investment policy and investment strategies and record any changes; and

WHEREAS, the City has reviewed and desires to approve City Council Policy #30, the City's investment policy in accordance with Section 2256.005(e) of the Act.

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

Section 1.

City Council Policy #30, attached hereto as Exhibit "A", which establishes the City's investment policy, is hereby approved.

Section 2.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit “A”



CITY COUNCIL POLICY

30

Policies for the Investment of Funds of the City of Burleson

| | |
|-----------------|---|
| Adopted date | May 26, 1988 |
| Revised date | October 5, 1995 (Policy is reviewed yearly) July 19, 2021 February 7, 2022 November 14, 2022 |
| Department Name | Finance |

CITY OF BURLESON

COUNCIL POLICY

I POLICY

It is the policy of the City of Burleson, Texas (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of the investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to the City’s funds. The City’s investment portfolio shall be designed and managed in a manner to optimize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal,
- Maintenance of sufficient **liquidity** to meet operating needs,
- **Public trust** from prudent investment activities, and
- Optimization of **interest earnings** (yield) on the portfolio.

II PURPOSE

The purpose of this Investment Policy is to comply with Government Code Chapter 2256, Public Funds Investment Act (the “PFIA”) which requires each city to adopt a written investment policy regarding the investment of its funds and funds under its control. This

Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III SCOPE

This Investment Policy shall govern the investment of all financial assets of the City and the Burleson Community Service Development Corporation (Type B), Economic Development Corporation (Type A), and Tax Increment Financing (TIF). These funds are accounted for in the City's Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council, or by law.

When advantageous, the City will consolidate cash balances to optimize investment strategy implementation. Investment income will be allocated to the consolidated funds based on their respective participation in the consolidated balances and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the City by outside agencies under pension plans or deferred compensation programs.

IV INVESTMENT OBJECTIVES

The City shall manage and invest its cash with four primary objectives, listed in order of priority: **safety, liquidity, public trust, and yield (expressed as optimized interest earnings)**. The safety of the principal always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash.

Safety

Safety of principal is the foremost objective of the investment program. The objective will be to mitigate credit and interest rate risk.

- Credit Risk and Concentration of Credit Risk - The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
 - Limiting investments to the safest types of issuers;
 - Pre-qualifying the financial institutions and brokers/dealers with which the City will do business; and
 - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized, as appropriate.
- Interest Rate Risk - The City will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates. The City will:
 - Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity;
 - Invest funds primarily in certificates of deposit, shorter-term securities, financial institution deposits, or money market mutual funds and local government investment pools whose investment objectives include maintaining a stable \$1.0000 net share value; and
 - Diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in cash-equivalent options that offer same-day liquidity. In addition, any security positions will consist of securities with active secondary or resale markets.

Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officer(s) shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Yield (Optimized Interest Earnings)

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

V RESPONSIBILITY AND CONTROL

Delegation of Authority

In accordance with the PFIA, the City Council designates the Finance Director, Assistant Finance Director and Controller as the City's Investment Officer(s). An Investment Officer is authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the Investment Officer(s) is effective until rescinded by the City Council.

Quality and Capability of Investment Management

The City shall provide periodic training in investments for the Investment Officer(s) and other investment personnel through courses and seminars offered by approved professional organizations, associations, and other independent sources in order to ensure the quality and capability of investment management in compliance with the PFIA.

Training Requirements

In accordance with the PFIA, the Investment Officer(s) shall attend investment training no less often than once every two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and accumulate not less than 8 hours of instruction relating to investment responsibilities and requirements of the PFIA. A newly appointed Investment Officer(s) must attend training accumulating at least 10 hours of instruction within twelve months of the date the Officer took office or assumed the Officer's duties. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the PFIA.

Internal Controls

The Finance Director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points:

- Avoidance of collusion,
- Separation of transactions authority from accounting and record keeping,

- Third-party safekeeping and custody,
- Clear delegation of authority of subordinate staff members, and
- Written confirmation for transactions for investments and wire transfers.

Standard of Care

The standard of care to be applied by the Investment Officer(s) shall be the “prudent person” rule. This rule states that “Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” In determining whether an Investment Officer(s) has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City’s control, over which the Investment Officer(s) had responsibility rather than a consideration as to the prudence of a single investment, and
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

Indemnification

An Investment Officer(s), acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported in a timely manner and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officer(s) and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Investment Officer(s) and employees shall disclose any personal material interests in financial institutions with which the City conducts business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officer(s) and employees shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer(s) who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer(s) who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

Investment Committee

The Finance Committee shall function as the City's designated Investment Committee to oversee the implementation of investment strategies and other cash and investment management-related activities, approve Independent Training Sources, and authorize Broker/Dealers. The Committee shall meet at such times as necessary or requested by the Investment Officer(s).

VI SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City utilizes a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated or redeemed prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal, or
- Cash flow needs of the City require that the investment be liquidated.

Investments

City funds governed by this Investment Policy may be invested in the instruments described below, all of which are authorized by the PFIA. Investment of City funds in any instrument or security not authorized for investment under the PFIA is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. Authorized

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. Direct obligations of the State of Texas or its agencies and instrumentalities.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.

- d. Obligations of states, agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Financial institution deposits that, are issued by a state or national bank that a) has its main office or a branch office in Texas and is guaranteed or insured by the FDIC or its successor, b) is secured by obligations in a manner and amount provided by law and this Investment Policy for deposits of the City, or c) is placed in a manner that meets the requirements of the PFIA.
- f. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United State or its agencies and instrumentalities. These shall be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Repurchase Agreement must be signed by the counter-party prior to investment in a repurchase agreement. All repurchase agreement transactions must have a market value of purchased securities greater than or equal to 102 percent of the total balance of the agreement.
- g. Money Market Mutual funds that: (1) are registered and regulated by the Securities and Exchange Commission, (2) seek to maintain a net asset value of \$1.0000 per share, and (3) are rated AAA by at least one nationally recognized rating service.

Local government investment pools, which (1) meet the requirements of the PFIA, (2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and (3) are authorized by resolution or ordinance by the City Council

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. (PFIA 2256.021)

II. Not Authorized

- Collateralized mortgage obligations
- Commercial paper
- Banker's acceptances
- Reverse repurchase agreements
- No-load mutual funds other than no-load money market mutual funds
- Guaranteed investment contracts not structured as flexible repurchase agreements
- Securities lending programs

VII. INVESTMENT PARAMETERS

Maximum Maturities and Investment Strategies

The City may utilize fund-type investment groups. These groups will reflect similar needs as to maturity limits, diversity, and liquidity.

City funds shall seek to achieve a competitive yield appropriate for each strategy. A comparably structured U.S. Treasury security portfolio shall represent the minimum yield objective. Weighted average yield to maturity shall be the portfolio's performance measurement standard. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to optimize the interest earnings retained by the City, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations.

All investment-specific restrictions shall be measured at the time of purchase and based on portfolio book value.

The City maintains the following fund-type portfolios which will utilize the following specific investment considerations designed to address the unique characteristics of the pooled fund groups or separately held investment assets represented in the portfolios:

(1) Operating Funds

This pooled investment group includes the total of cash and investments available for current operations plus all required operating reserves of the following fund types: general fund, internal service funds, debt service funds, special revenue funds, and enterprise funds.

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 365 days and restricting the maximum allowable maturity to three years, the price volatility of the overall portfolio will be minimized.

Liquidity - The Short-term Operating Funds require the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio will be the minimum yield objective.

(2) Bond Proceeds and Capital Improvement Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Bond Proceeds and Capital Improvement Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to three years and by managing the Bond Proceeds and Capital Improvement Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Liquidity - Selecting investment maturities that provide greater cash flow than the anticipated needs and maintaining appropriate cash-equivalent balances will reduce the liquidity risk of unanticipated expenditures.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Bond Proceeds and Capital Improvement Funds to have securities with active and efficient secondary markets.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, yield enhancement, and stability.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective, however this portfolio maintains an investment strategy is comply with any applicable arbitrage or yield restriction regulations.

(3) Debt Service Sinking Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Sinking Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Sinking Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio shall be the minimum yield objective.

(4) Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment’s market risk if the City’s debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or three years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing’s documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Liquidity - Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City’s debt holders. The funds are “returned” to the City at the final debt service payment. Market conditions

and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector, when appropriate,
- Limiting investment in higher credit risk issuers,
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as financial institution deposits, local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Competitive Environment

The City requires a competitive environment for all individual security purchases and sales, financial institution time deposit and transaction accounts, and money market mutual fund and local government investment pool selections. The Finance Director shall develop and maintain procedures for ensuring a competitive environment in the investment of the City's funds.

Delivery versus Payment

All security transactions shall be settled on a **delivery versus payment** basis.

VIII. PRIMARY DEPOSITORY AND BROKER/DEALERS

Primary Depository

At least every five years a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a primary depository will be determined by evaluation of the "best value" criteria during the RFA process, and may include the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law,
- The ability to provide requested information or financial statements for the periods specified,
- The ability to meet the minimum required items in the banking RFA,
- Complete response to all required items on the RFA form, and
- Competitive net banking service cost, consistent with the ability to provide an appropriate level of service.

Authorized Broker/Dealers

The Investment Committee shall, at least annually, review, revise and adopt a list of authorized broker/dealers authorized to engage in securities transactions with the City. Those firms that become qualified may be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

Investment Policy Certification

All local government investment pools and discretionary investment management firms must sign a certification acknowledging that the organization has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy and in accordance with the PFIA.

IX. SAFEKEEPING AND CUSTODY

Safekeeping and Custodial Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. The City shall approve all third-party custodians for the holding of securities pledged to the City as collateral to secure financial institution deposits.

Collateral Policy

The City has established a collateral policy in compliance with Government Code Chapter 2257, Public Funds Collateral Act. Deposits secured with irrevocable letters of credit shall have 100% of principal plus anticipated interest of the deposit, less any amount insured by the FDIC. Deposits secured with pledged marketable securities shall have a market value equal to or greater than 102% of the principal plus accrued interest of the deposit, less any amount insured by the FDIC. All deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as City Depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

Collateral Defined

Acceptable forms of collateral are limited to those authorized in the Public Funds Collateral Act.

Subject to Audit

All collateral shall be subject to inspection and audit by the City or the City's independent auditors.

X. REPORTING

Methods

Each quarter, the Investment Officer(s) shall prepare and submit to the City Council a written report of all investment transactions. The investment report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council and include the following:

- A listing of individual investments held at the end of the reporting period,

- Unrealized gains or losses resulting from appreciation or depreciation, by listing the beginning and ending book and market value of investments for the period,
- Additions and changes to the market value during the period,
- Average weighted yield to maturity of the portfolio,
- Listing of investment by maturity date,
- Fully accrued interest for the reporting period,
- The percentage of the total portfolio that each type of investment represents, and
- Statement of compliance of the City's investment portfolio with State law and the Investment Policy (and incorporated Strategy) approved by the City Council.

This report must be prepared and signed by the Investment Officer(s) of the City.

In conjunction with the quarterly investment report, the Investment Officer(s) will verify from reliable sources market value of all securities and the current credit rating for each held investment that has a PFIA-required minimum rating.

Compliance Audits

The City, in conjunction with its annual financial audit, will require the audit firm to conduct a compliance audit of the management controls on investments and adherence to investment policies.

Also, in conjunction with the annual audit, the quarterly reports shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the annual audit report.

XI. INVESTMENT POLICY ADOPTION

The City Council shall adopt, by resolution, the Investment Policy. It is the City's intent to comply with State laws and regulations. The City's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and the needs of the City. Additionally, the City Council shall adopt a resolution stating that it has reviewed the Investment Policy (and incorporated strategies) at least annually, approving any changes or modifications.

Attachment A

Approved Brokers/Dealers

Great Pacific Securities
Hilltop Securities
Multi-Bank Securities
RBC Capital Markets
Stifel
Wells Fargo Securities

Attachment B

Independent Training Sources

Government Finance Officers Association
Government Finance Officers Association of Texas
Government Treasurers' Organization of Texas
International City/County Management Association
Texas Municipal League
Council of Governments
University of North Texas Center for Public Management
American Institute of Certified Public Accountants



CITY COUNCIL POLICY

30

Policies for the Investment of Funds of the City of Burleson

| | |
|-----------------|---|
| Adopted date | May 26, 1988 |
| Revised date | October 5, 1995 (Policy is reviewed yearly) July 19, 2021 February 7, 2022 November 14, 2022 |
| Department Name | Finance |

CITY OF BURLESON

COUNCIL POLICY

I POLICY

It is the policy of the City of Burleson, Texas (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of the investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to the City’s funds. The City’s investment portfolio shall be designed and managed in a manner to optimize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- **Safety** and preservation of principal,
- Maintenance of sufficient **liquidity** to meet operating needs,
- **Public trust** from prudent investment activities, and
- Optimization of **interest earnings** (yield) on the portfolio.

II PURPOSE

The purpose of this Investment Policy is to comply with Government Code Chapter 2256, Public Funds Investment Act (the “PFIA”) which requires each city to adopt a written investment policy regarding the investment of its funds and funds under its control. This

Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's funds.

III SCOPE

This Investment Policy shall govern the investment of all financial assets of the City and the Burleson Community Service Development Corporation (Type B), Economic Development Corporation (Type A), and Tax Increment Financing (TIF). These funds are accounted for in the City's Annual Financial Report and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Internal Service Funds
- Any new fund created by the City, unless specifically exempted from this Policy by the City Council, or by law.

When advantageous, the City will consolidate cash balances to optimize investment strategy implementation. Investment income will be allocated to the consolidated funds based on their respective participation in the consolidated balances and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the City by outside agencies under pension plans or deferred compensation programs.

IV INVESTMENT OBJECTIVES

The City shall manage and invest its cash with four primary objectives, listed in order of priority: **safety, liquidity, public trust, and yield (expressed as optimized interest earnings)**. The safety of the principal always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash.

Safety

Safety of principal is the foremost objective of the investment program. The objective will be to mitigate credit and interest rate risk.

- Credit Risk and Concentration of Credit Risk - The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
 - Limiting investments to the safest types of issuers;
 - Pre-qualifying the financial institutions and brokers/dealers with which the City will do business; and
 - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized, as appropriate.
- Interest Rate Risk - The City will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates. The City will:
 - Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity;
 - Invest funds primarily in certificates of deposit, shorter-term securities, financial institution deposits, or money market mutual funds and local government investment pools whose investment objectives include maintaining a stable \$1.0000 net share value; and
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Delegation of Authority

In accordance with the PFIA, the City Council designates the Finance Director, Assistant Finance Director and Controller as the City's Investment Officer(s). An Investment Officer is authorized to execute investment transactions on behalf of the City. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Investment Policy as approved by the City Council. The investment authority granted to the Investment Officer(s) is effective until rescinded by the City Council.

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- Clear delegation of authority of subordinate staff members, and
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- The investment of all funds, or funds under the City’s control, over which the Investment Officer(s) had responsibility rather than a consideration as to the prudence of a single investment, and
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

Indemnification

An Investment Officer(s), acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported in a timely manner and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officer(s) and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Investment Officer(s) and employees shall disclose any personal material interests in financial institutions with which the City conducts business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officer(s) and employees shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer(s) who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer(s) who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

Investment Committee

The Finance Committee shall function as the City's designated Investment Committee to oversee the implementation of investment strategies and other cash and investment management-related activities, approve Independent Training Sources, and authorize Broker/Dealers. The Committee shall meet at such times as necessary or requested by the Investment Officer(s).

VI SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City utilizes a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated or redeemed prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal, or
- Cash flow needs of the City require that the investment be liquidated.

Investments

City funds governed by this Investment Policy may be invested in the instruments described below, all of which are authorized by the PFIA. Investment of City funds in any instrument or security not authorized for investment under the PFIA is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. Authorized

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. Direct obligations of the State of Texas or its agencies and instrumentalities.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.

- d. Obligations of states, agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Financial institution deposits that, are issued by a state or national bank that a) has its main office or a branch office in Texas and is guaranteed or insured by the FDIC or its successor, b) is secured by obligations in a manner and amount provided by law and this Investment Policy for deposits of the City, or c) is placed in a manner that meets the requirements of the PFIA.
- f. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United State or its agencies and instrumentalities. These shall be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Repurchase Agreement must be signed by the counter-party prior to investment in a repurchase agreement. All repurchase agreement transactions must have a market value of purchased securities greater than or equal to 102 percent of the total balance of the agreement.
- g. Money Market Mutual funds that: (1) are registered and regulated by the Securities and Exchange Commission, (2) seek to maintain a net asset value of \$1.0000 per share, and (3) are rated AAA by at least one nationally recognized rating service.

Local government investment pools, which (1) meet the requirements of the PFIA, (2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and (3) are authorized by resolution or ordinance by the City Council

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. (PFIA 2256.021)

II. Not Authorized

- Collateralized mortgage obligations
- Commercial paper
- Banker's acceptances
- Reverse repurchase agreements
- No-load mutual funds other than no-load money market mutual funds
- Guaranteed investment contracts not structured as flexible repurchase agreements
- Securities lending programs

VII. INVESTMENT PARAMETERS

Maximum Maturities and Investment Strategies

The City may utilize fund-type investment groups. These groups will reflect similar needs as to maturity limits, diversity, and liquidity.

City funds shall seek to achieve a competitive yield appropriate for each strategy. A comparably structured U.S. Treasury security portfolio shall represent the minimum yield objective. Weighted average yield to maturity shall be the portfolio's performance measurement standard. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to optimize the interest earnings retained by the City, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations.

All investment-specific restrictions shall be measured at the time of purchase and based on portfolio book value.

The City maintains the following fund-type portfolios which will utilize the following specific investment considerations designed to address the unique characteristics of the pooled fund groups or separately held investment assets represented in the portfolios:

(1) Operating Funds

This pooled investment group includes the total of cash and investments available for current operations plus all required operating reserves of the following fund types: general fund, internal service funds, debt service funds, special revenue funds, and enterprise funds.

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 365 days and restricting the maximum allowable maturity to three years, the price volatility of the overall portfolio will be minimized.

Liquidity - The Short-term Operating Funds require the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio will be the minimum yield objective.

(2) Bond Proceeds and Capital Improvement Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Bond Proceeds and Capital Improvement Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to three years and by managing the Bond Proceeds and Capital Improvement Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Liquidity - Selecting investment maturities that provide greater cash flow than the anticipated needs and maintaining appropriate cash-equivalent balances will reduce the liquidity risk of unanticipated expenditures.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Bond Proceeds and Capital Improvement Funds to have securities with active and efficient secondary markets.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, yield enhancement, and stability.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective, however this portfolio maintains an investment strategy is comply with any applicable arbitrage or yield restriction regulations.

(3) Debt Service Sinking Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Sinking Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Sinking Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio shall be the minimum yield objective.

(4) Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or three years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Liquidity - Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are “returned” to the City at the final debt service payment. Market conditions

and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector, when appropriate,
- Limiting investment in higher credit risk issuers,
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as financial institution deposits, local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Competitive Environment

The City requires a competitive environment for all individual security purchases and sales, financial institution time deposit and transaction accounts, and money market mutual fund and local government investment pool selections. The Finance Director shall develop and maintain procedures for ensuring a competitive environment in the investment of the City's funds.

Delivery versus Payment

All security transactions shall be settled on a **delivery versus payment** basis.

VIII. PRIMARY DEPOSITORY AND BROKER/DEALERS

Primary Depository

At least every five years a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a primary depository will be determined by evaluation of the "best value" criteria during the RFA process, and may include the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law,
- The ability to provide requested information or financial statements for the periods specified,
- The ability to meet the minimum required items in the banking RFA,
- Complete response to all required items on the RFA form, and
- Competitive net banking service cost, consistent with the ability to provide an appropriate level of service.

Authorized Broker/Dealers

The Investment Committee shall, at least annually, review, revise and adopt a list of authorized broker/dealers authorized to engage in securities transactions with the City. Those firms that become qualified may be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

Investment Policy Certification

All local government investment pools and discretionary investment management firms must sign a certification acknowledging that the organization has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy and in accordance with the PFIA.

IX. SAFEKEEPING AND CUSTODY

Safekeeping and Custodial Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. The City shall approve all third-party custodians for the holding of securities pledged to the City as collateral to secure financial institution deposits.

Collateral Policy

The City has established a collateral policy in compliance with Government Code Chapter 2257, Public Funds Collateral Act. Deposits secured with irrevocable letters of credit shall have 100% of principal plus anticipated interest of the deposit, less any amount insured by the FDIC. Deposits secured with pledged marketable securities shall have a market value equal to or greater than 102% of the principal plus accrued interest of the deposit, less any amount insured by the FDIC. All deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as City Depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

Collateral Defined

Acceptable forms of collateral are limited to those authorized in the Public Funds Collateral Act.

Subject to Audit

All collateral shall be subject to inspection and audit by the City or the City's independent auditors.

X. REPORTING

Methods

Each quarter, the Investment Officer(s) shall prepare and submit to the City Council a written report of all investment transactions. The investment report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council and include the following:

- A listing of individual investments held at the end of the reporting period,

- Unrealized gains or losses resulting from appreciation or depreciation, by listing the beginning and ending book and market value of investments for the period,
- Additions and changes to the market value during the period,
- Average weighted yield to maturity of the portfolio,
- Listing of investment by maturity date,
- Fully accrued interest for the reporting period,
- The percentage of the total portfolio that each type of investment represents, and
- Statement of compliance of the City's investment portfolio with State law and the Investment Policy (and incorporated Strategy) approved by the City Council.

This report must be prepared and signed by the Investment Officer(s) of the City.

In conjunction with the quarterly investment report, the Investment Officer(s) will verify from reliable sources market value of all securities and the current credit rating for each held investment that has a PFIA-required minimum rating.

Compliance Audits

The City, in conjunction with its annual financial audit, will require the audit firm to conduct a compliance audit of the management controls on investments and adherence to investment policies.

Also, in conjunction with the annual audit, the quarterly reports shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the annual audit report.

XI. INVESTMENT POLICY ADOPTION

The City Council shall adopt, by resolution, the Investment Policy. It is the City's intent to comply with State laws and regulations. The City's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and the needs of the City. Additionally, the City Council shall adopt a resolution stating that it has reviewed the Investment Policy (and incorporated strategies) at least annually, approving any changes or modifications.

Attachment A

Approved Brokers/Dealers

Great Pacific Securities
Hilltop Securities
Multi-Bank Securities
RBC Capital Markets
Stifel
Wells Fargo Securities

Attachment B

Independent Training Sources

Government Finance Officers Association
Government Finance Officers Association of Texas
Government Treasurers' Organization of Texas
International City/County Management Association
Texas Municipal League
Council of Governments
University of North Texas Center for Public Management
American Institute of Certified Public Accountants



CITY COUNCIL POLICY

30

Policies for the Investment of Funds of the City of Burleson

| | |
|-----------------|---|
| Adopted date | May 26, 1988 |
| Revised date | October 5, 1995 (Policy is reviewed yearly) July 19, 2021 February 7, 2022 November 14, 2022 |
| Department Name | Finance |

CITY OF BURLESON

COUNCIL POLICY

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The internal controls shall address the following points:

- Avoidance of collusion,

- Separation of transactions authority from accounting and record keeping,
- Third-party safekeeping and custody,
- Clear delegation of authority of subordinate staff members, and
- Written confirmation for transactions for investments and wire transfers.

Standard of Care

The standard of care to be applied by the Investment Officer(s) shall be the “prudent person” rule. This rule states that “Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” In determining whether an Investment Officer(s) has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the City’s control, over which the Investment Officer(s) had responsibility rather than a consideration as to the prudence of a single investment, and
- Whether the investment decision was consistent with the written approved Investment Policy of the City.

Indemnification

An Investment Officer(s), acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported in a timely manner and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

Investment Officer(s) and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Investment Officer(s) and employees shall disclose any personal material interests in financial institutions with which the City conducts business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Investment Officer(s) and employees shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer(s) who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer(s) who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

Investment Committee

The Finance Committee shall function as the City's designated Investment Committee to oversee the implementation of investment strategies and other cash and investment management-related activities, approve Independent Training Sources, and authorize Broker/Dealers. The Committee shall meet at such times as necessary or requested by the Investment Officer(s).

VI SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The City utilizes a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated or redeemed prior to maturity for the following reasons:

- An investment with declining credit may be liquidated early to minimize loss of principal, or
- Cash flow needs of the City require that the investment be liquidated.

Investments

City funds governed by this Investment Policy may be invested in the instruments described below, all of which are authorized by the PFIA. Investment of City funds in any instrument or security not authorized for investment under the PFIA is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. Authorized

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. Direct obligations of the State of Texas or its agencies and instrumentalities.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.

- d. Obligations of states, agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Financial institution deposits that, are issued by a state or national bank that a) has its main office or a branch office in Texas and is guaranteed or insured by the FDIC or its successor, b) is secured by obligations in a manner and amount provided by law and this Investment Policy for deposits of the City, or c) is placed in a manner that meets the requirements of the PFIA.
- f. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United State or its agencies and instrumentalities. These shall be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Repurchase Agreement must be signed by the counter-party prior to investment in a repurchase agreement. All repurchase agreement transactions must have a market value of purchased securities greater than or equal to 102 percent of the total balance of the agreement.
- g. Money Market Mutual funds that: (1) are registered and regulated by the Securities and Exchange Commission, (2) seek to maintain a net asset value of \$1.0000 per share, and (3) are rated AAA by at least one nationally recognized rating service.

Local government investment pools, which (1) meet the requirements of the PFIA, (2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and (3) are authorized by resolution or ordinance by the City Council

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. (PFIA 2256.021)

II. Not Authorized

- Collateralized mortgage obligations
- Commercial paper
- Banker's acceptances
- Reverse repurchase agreements
- No-load mutual funds other than no-load money market mutual funds
- Guaranteed investment contracts not structured as flexible repurchase agreements
- Securities lending programs

VII. INVESTMENT PARAMETERS

Maximum Maturities and Investment Strategies

The City may utilize fund-type investment groups. These groups will reflect similar needs as to maturity limits, diversity, and liquidity.

City funds shall seek to achieve a competitive yield appropriate for each strategy. A comparably structured U.S. Treasury security portfolio shall represent the minimum yield objective. Weighted average yield to maturity shall be the portfolio's performance measurement standard. Yield objectives shall at all times be subordinate to the objectives of safety and liquidity. Tax-exempt debt proceeds shall be invested to optimize the interest earnings retained by the City, while at the same time fully complying with all applicable State laws and federal regulations, including the arbitrage rebate regulations.

All investment-specific restrictions shall be measured at the time of purchase and based on portfolio book value.

The City maintains the following fund-type portfolios which will utilize the following specific investment considerations designed to address the unique characteristics of the pooled fund groups or separately held investment assets represented in the portfolios:

(1) Operating Funds

This pooled investment group includes the total of cash and investments available for current operations plus all required operating reserves of the following fund types: general fund, internal service funds, debt service funds, special revenue funds, and enterprise funds.

Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing the weighted average days to maturity for the Operating Fund's portfolio to less than 365 days and restricting the maximum allowable maturity to three years, the price volatility of the overall portfolio will be minimized.

Liquidity - The Short-term Operating Funds require the greatest short-term liquidity of any of the Fund types. Cash equivalent investments will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.

Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement.

Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the City. Market cycle risk will be reduced by diversifying the appropriate maturity structure out through two years.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio will be the minimum yield objective.

(2) Bond Proceeds and Capital Improvement Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Bond Proceeds and Capital Improvement Funds.

Safety of Principal - All investments will be of high quality with no perceived default risk. Market fluctuations may occur. However, by restricting the maximum maturity to three years and by managing the Bond Proceeds and Capital Improvement Funds to balance the short term and long term anticipated cash flow requirements, the market risk of the portfolio will be minimized.

Liquidity - Selecting investment maturities that provide greater cash flow than the anticipated needs and maintaining appropriate cash-equivalent balances will reduce the liquidity risk of unanticipated expenditures.

Marketability - The balancing of short-term and long-term cash flow needs requires the short-term portion of the Bond Proceeds and Capital Improvement Funds to have securities with active and efficient secondary markets.

Diversification - Investment maturities should blend the short-term and long-term cash flow needs to provide adequate liquidity, yield enhancement, and stability.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio structures is the desired objective, however this portfolio maintains an investment strategy is comply with any applicable arbitrage or yield restriction regulations.

(3) Debt Service Sinking Funds

Suitability - Any investment eligible in the Investment Policy is suitable for the Debt Service Sinking Funds.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, by managing Debt Service Sinking Funds to not exceed the debt service payment schedule the market risk of the overall portfolio will be minimized.

Liquidity - Debt Service Funds have predictable payment schedules. Therefore, investment maturities should not exceed the anticipated cash flow requirements. Cash equivalent investments may provide a competitive yield alternative for short term fixed maturity investments. A singular repurchase agreement may be utilized if disbursements are allowed in the amount necessary to satisfy any debt service payment. This investment structure is commonly referred to as a flexible repurchase agreement.

Marketability - Securities with active and efficient secondary markets are not necessary as the event of an unanticipated cash flow requirement is not probable.

Diversification - Market conditions influence the attractiveness of fully extending maturity to the next “unfunded” payment date. Generally, if investment rates are anticipated to decrease over time, the City is best served by locking in most investments. If the interest rates are potentially rising, then investing in shorter and larger amounts may provide advantage. At no time shall the debt service schedule be exceeded in an attempt to bolster yield.

Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling three-month Treasury bill portfolio shall be the minimum yield objective.

(4) Debt Service Reserve Funds

Suitability - Any investment eligible in the Investment Policy is suitable for Debt Service Reserve Funds. Bond resolution and loan documentation constraints and insurance company restrictions may create specific considerations in addition to the Investment Policy.

Safety of Principal - All investments shall be of high quality with no perceived default risk. Market price fluctuations may occur. However, managing Debt Service Reserve Fund maturities to not exceed the call provisions of the borrowing reduces the investment's market risk if the City's debt is redeemed and the Reserve Fund liquidated. No stated final investment maturity shall exceed the shorter of the final maturity of the borrowing or three years. Annual mark-to-market requirements or specific maturity and average life limitations within the borrowing's documentation will influence the attractiveness of market risk and reduce the opportunity for maturity extension.

Liquidity - Debt Service Reserve Funds have no anticipated expenditures. The Funds are deposited to provide annual debt service payment protection to the City's debt holders. The funds are “returned” to the City at the final debt service payment. Market conditions

and arbitrage regulation compliance determine the advantage of investment diversification and liquidity. Generally, if investment rates exceed the cost of borrowing, the City is best served by locking in investment maturities and reducing liquidity. If the borrowing cost cannot be exceeded, then concurrent market conditions will determine the attractiveness of locking in maturities or investing shorter and anticipating future increased yields.

Marketability - Securities with less active and efficient secondary markets are acceptable for Debt Service Reserve Funds.

Diversification - Market conditions and the arbitrage regulations influence the attractiveness of staggering the maturity of fixed rate investments for Debt Service Reserve Funds. At no time shall the final debt service payment date of the bond issue be exceeded in an attempt to bolster yield.

Yield - Achieving a positive spread to the applicable borrowing cost is the desired objective. Debt Service Reserve Fund portfolio management shall at all times operate within the limits of the Investment Policy's risk constraints.

Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector, when appropriate,
- Limiting investment in higher credit risk issuers,
- Investing in investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as financial institution deposits, local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Competitive Environment

The City requires a competitive environment for all individual security purchases and sales, financial institution time deposit and transaction accounts, and money market mutual fund and local government investment pool selections. The Finance Director shall develop and maintain procedures for ensuring a competitive environment in the investment of the City's funds.

Delivery versus Payment

All security transactions shall be settled on a **delivery versus payment** basis.

VIII. PRIMARY DEPOSITORY AND BROKER/DEALERS

Primary Depository

At least every five years a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). The selection of a primary depository will be determined by evaluation of the "best value" criteria during the RFA process, and may include the following selection criteria:

- The ability to qualify as a depository for public funds in accordance with state law,
- The ability to provide requested information or financial statements for the periods specified,
- The ability to meet the minimum required items in the banking RFA,
- Complete response to all required items on the RFA form, and
- Competitive net banking service cost, consistent with the ability to provide an appropriate level of service.

Authorized Broker/Dealers

The Investment Committee shall, at least annually, review, revise and adopt a list of authorized broker/dealers authorized to engage in securities transactions with the City. Those firms that become qualified may be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories.

Investment Policy Certification

All local government investment pools and discretionary investment management firms must sign a certification acknowledging that the organization has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's Policy and in accordance with the PFIA.

IX. SAFEKEEPING AND CUSTODY

Safekeeping and Custodial Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. The City shall approve all third-party custodians for the holding of securities pledged to the City as collateral to secure financial institution deposits.

Collateral Policy

The City has established a collateral policy in compliance with Government Code Chapter 2257, Public Funds Collateral Act. Deposits secured with irrevocable letters of credit shall have 100% of principal plus anticipated interest of the deposit, less any amount insured by the FDIC. Deposits secured with pledged marketable securities shall have a market value equal to or greater than 102% of the principal plus accrued interest of the deposit, less any amount insured by the FDIC. All deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as City Depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

Collateral Defined

Acceptable forms of collateral are limited to those authorized in the Public Funds Collateral Act.

Subject to Audit

All collateral shall be subject to inspection and audit by the City or the City's independent auditors.

X. REPORTING

Methods

Each quarter, the Investment Officer(s) shall prepare and submit to the City Council a written report of all investment transactions. The investment report will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the City Council and include the following:

- A listing of individual investments held at the end of the reporting period,

- Unrealized gains or losses resulting from appreciation or depreciation, by listing the beginning and ending book and market value of investments for the period,
- Additions and changes to the market value during the period,
- Average weighted yield to maturity of the portfolio,
- Listing of investment by maturity date,
- Fully accrued interest for the reporting period,
- The percentage of the total portfolio that each type of investment represents, and
- Statement of compliance of the City's investment portfolio with State law and the Investment Policy (and incorporated Strategy) approved by the City Council.

This report must be prepared and signed by the Investment Officer(s) of the City.

In conjunction with the quarterly investment report, the Investment Officer(s) will verify from reliable sources market value of all securities and the current credit rating for each held investment that has a PFIA-required minimum rating.

Compliance Audits

The City, in conjunction with its annual financial audit, will require the audit firm to conduct a compliance audit of the management controls on investments and adherence to investment policies.

Also, in conjunction with the annual audit, the quarterly reports shall be formally reviewed by the City's independent auditor, and the result of the review shall be reported to the City Council by that auditor. Said results may be included in the annual audit report.

XI. INVESTMENT POLICY ADOPTION

The City Council shall adopt, by resolution, the Investment Policy. It is the City's intent to comply with State laws and regulations. The City's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and the needs of the City. Additionally, the City Council shall adopt a resolution stating that it has reviewed the Investment Policy (and incorporated strategies) at least annually, approving any changes or modifications.

Attachment A

Approved Brokers/Dealers

Great Pacific Securities
Hilltop Securities
Multi-Bank Securities
RBC Capital Markets
Stifel
Wells Fargo Securities

Attachment B

Independent Training Sources

Government Finance Officers Association
Government Finance Officers Association of Texas
Government Treasurers' Organization of Texas
International City/County Management Association
Texas Municipal League
Council of Governments
University of North Texas Center for Public Management
American Institute of Certified Public Accountants

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: November 14, 2022

SUBJECT:

Consider approval of a minute order ratifying the Burleson 4A Economic Development Corporation's approval of a resolution authorizing the enforcement of a contract dated July 18, 2022 with James Crouch and Katherine Hawles to acquire 30.76 acre tract of land in Johnson County, Texas, commonly known as 2140 SW Hulen St, authorizing the Board President to direct and oversee the filing of a lawsuit, and authorizing the expenditure of funds. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

SUMMARY:

On or about July 18, 2022, the Type A Corporation entered into a contract to purchase approximately 30.76 acres from James Crouch and Katherine Hawles. The Type A Corporation has fully performed under the Contract. The Sellers have not closed the real estate transaction and are in default under the Contract. The Type A Corporation resolution authorizes the Board President to direct and oversee the filing of a lawsuit by legal counsel to enforce the Contract, preserve the Type A Corporation's rights under the Contract, and make necessary expenditures.

OPTIONS:

- 1) Approve the minute order ratifying the Type A Corporation's approval of the resolution.
- 2) Deny the minute order ratifying the Type A Corporation's approval of the resolution.

RECOMMENDATION:

Staff recommends Option (1) approve the minute order ratifying the Type A Corporation's approval of the resolution.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

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



Minute Order Ratifying a Burleson 4A Resolution Authorizing Enforcement of a Contract to Purchase 2140 SW Hulen St

Presented to the City Council on
November 14, 2022

Contract for 2140 SW Hulen St

- Type A Corporation entered into a contract with James Crouch and Katherine Hawles to purchase 30.76 acres
- Type A Corporation fully performed under the contract
- The sellers have not closed the real estate transaction in accordance with the contract
- The resolution authorizes the filing of a lawsuit to enforce the contract



Contract for 2140 SW Hulen St

- Action Requested:

Approve or deny a minute order ratifying the Burleson 4A resolution authorizing the enforcement of a contract dated July 18, 2022, with James Crouch and Katherine Hawles to acquire a 30.76 acre tract of land in Johnson County, Texas, commonly known as 2140 SW Hulen St, authorizing the Board President to direct and oversee the filing of a lawsuit, and authorizing the expenditure of funds.

- Staff recommends approval



RESOLUTION 4A111422CrouchContract

A RESOLUTION OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION AUTHORIZING THE ENFORCEMENT OF A CONTRACT DATED JULY 18, 2022, BETWEEN THE TYPE A CORPORATION, AS BUYER, AND JAMES CROUCH AND KATHERINE HALWES, AS SELLERS, TO ACQUIRE FEE SIMPLE TITLE TO A 30.76 ACRE TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 2140 SW HULEN STREET, BURLESON, TEXAS (THE “PROPERTY”) AS DESCRIBED IN THE REAL ESTATE CONTRACT ATTACHED IN EXHIBIT “A” (THE “CONTRACT”); AUTHORIZING THE BOARD PRESIDENT TO DIRECT AND OVERSEE THE FILING OF A LAWSUIT; AUTHORIZING THE EXPENDITURE OF FUNDS; REQUEST FOR BURLESON CITY COUNCIL RATIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Burleson 4A Economic Development Corporation, known as the “Type A Corporation”, incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

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 Type A Corporation and Sellers entered into the Real Estate Contract dated July 18, 2022, and attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the “Contract”); and

WHEREAS, the Type A Corporation has fully performed under the Contract, the Sellers are in default under the Contract and have not closed the real estate transaction described in the Contract; and

WHEREAS, the Type A Corporation desires to preserve its rights under the Contract and require the closing of the real estate transaction described in the Contract; and

WHEREAS, the Type A Corporation desires the Board President, Dan McClendon, take action necessary to close the real estate transaction described in the Contract, including authorizing the filing of a lawsuit on behalf of the Type A Corporation in the appropriate court; and

WHEREAS, the Type A Corporation still desires to purchase the Property pursuant to the Contract; and

WHEREAS, the Type A Corporation desires the City approve this action;

NOW, THEREFORE, BE IT RESOLVED BY THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS, THAT:

Section 1.

The Board President, Dan McClendon, is authorized: (a) to direct and oversee the filing of a lawsuit by legal counsel to enforce the Contract and the closing of the real estate transaction described in the Contract, and to further preserve the Type A Corporation's rights under the Contract; and (b) to make expenditures in accordance the filing of a lawsuit by legal counsel, including attorney's fees, filing fees, service fees, expert fees, and the like.

Section 2.

The foregoing recitals are adopted and incorporated herein for all purposes.

Section 3.

The Type A Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and actions of the Type A Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

PASSED, APPROVED, AND SO RESOLVED by the Board of Directors of the Burleson 4A Economic Development Corporation on the ____ day of _____, 20__.

Dan McClendon, Board President
Burleson 4A Economic Development Corporation

ATTEST:

Amanda Campos, Secretary

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Public Works Director

MEETING: November 14, 2022

SUBJECT:

Consider approval of a contract for the purchase of a police armored rescue vehicle through the cooperative purchasing agreement with GSA in the amount not to exceed \$381,676.00. *(Staff Presenter: Kip Dernovich, Deputy Director – Operations Public Works)*

SUMMARY:

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

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

During the FY2022-2023 City budget process, the Police Department approached City Management about acquiring an armored rescue vehicle. This type of vehicle will assist the Police Department in managing and responding to high level Police incidents. This particular armored rescue vehicle is outfitted as a medical response vehicle which allows for the removal of injured citizens and police officers from a highly dangerous incident without leaving other officers exposed to further danger. The addition of this rescue vehicle to the Police Department fleet would supplement the current equipment that would allow for enhanced and safer responses to incidents that require containment and dynamic shifts during a police incident. Adding this rescue vehicle will better prepare the Police Department to handle the dangerous situations that we hope we never find ourselves within. However, if the situation were to arise, we believe it is better to be prepared.

The table below lists the Police Department vehicle approved for purchase through the fiscal year 2022-2023 budget process.

| Vehicle | Cost |
|----------------------------|---------------------|
| New Armored Rescue Vehicle | \$346,978.00 |
| 10% Contingency | \$34,698.00 |
| Grand Total | \$381,676.00 |

While this item is being purchased through the Governmental Equipment Replacement Fund, it is eligible and anticipated to be reimbursed through the American Rescue Plan Act (ARPA) funding.

OPTIONS:

- 1) Approval of a contract for the purchase of a police armored rescue vehicle through the cooperative purchasing agreement with GSA in the amount not to exceed \$381,676.00.
- 2) Deny a contract for the purchase of a police armored rescue vehicle through the cooperative purchasing agreement with GSA in the amount not to exceed \$381,676.00.

RECOMMENDATION:

Approve a contract for the purchase of a police armored rescue vehicle through the cooperative purchasing agreement with GSA in the amount not to exceed \$381,676.00.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 502-8211-559-7438

Amount: \$381,676.00

Project (if applicable):

Financial

Considerations: ARPA –
Reimbursement Eligible

STAFF CONTACT:

Name: Kip Dernovich

Title: Deputy Director - Operations Public Works

kdernovich@burlesontx.com

817-426-9842

POLICE DEPARTMENT

Armored Rescue Vehicle



WHEN WE REPLACE ASSETS

Introduction

- The Equipment Services Division of Public Works is responsible for new vehicle and equipment purchases and the continued maintenance and repair of all assets during their life cycle
- Each year during the budget process Equipment Services identifies a list of equipment in need of replacement for the following Fiscal Year
- A scoring system of 6 criteria provides staff information to consider when recommending retention or replacement of assets
- The scoring system includes:

| | | |
|-----------------|-------------|------------------|
| Age | Reliability | Usage |
| Type of Service | Condition | Maintenance Cost |



WHEN WE REPLACE ASSETS

Why Are All Vehicles Not Purchased At One Time

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

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



NEW REQUESTED VEHICLES

Police Department Administration - HGAC-Buy Contract

New Vehicle Included in FY23 Budget

- Police Administration
 - (1) Armored Rescue Vehicle
 - \$350,000 - FY23 Budgeted Amount
 - \$346,978 - Purchase Price
 - \$34,698 - 10% Contingency
 - \$381,676 - Not to Exceed Total Purchase
 - \$31,676 - Over FY23 Budgeted Amount if 10% contingency is required
 - VRF can absorb overage if required
- This type of vehicle will assist the Police Department in managing and responding to high level police incidents. The armored rescue vehicle is outfitted as a medical response vehicle which allows for the removal of injured citizens or police without leaving other officers exposed to further danger



- This new addition would supplement current equipment that would allow for enhanced and safer responses to incidents that require containment and dynamic shifts during a police incident

HOW WE PURCHASE

Purchasing

- We recommend purchasing Turn-Key from Cooperative Contracts
- The overall objective of Cooperative contracts is to provide a mechanism for all local governments in Texas to pool their collective purchasing power and save funding. The Cooperative evaluates vendor proposals on the basis of best value to the Cooperative members
- When using the turn-key process, City Staff are in control of the build before the quote is generated. This ensures that we are getting a budget quote that will be very close to the purchasing price
- The turn-key process delivers a unit ready to get working upon delivery



OPTIONS

RECOMMEND APPROVAL



APPROVE A CONTRACT FOR THE PURCHASE OF A POLICE ARMORED RESCUE VEHICLE USING THE HGAC-BUY CONTRACT WITH Lenco ARMORED VEHICLES IN THE AMOUNT NOT OT EXCEED \$381,676



DENY A CONTRACT FOR THE PURCHASE OF A POLICE ARMORED RESCUE VEHICLE USING THE HGAC-BUY CONTRACT WITH Lenco ARMORED VEHICLES IN THE AMOUNT NOT OT EXCEED \$381,676



US Government Cooperative Purchasing Contracts

1. GSA Federal Acquisition Service – Multiple Award Schedule

Contract Number: GS-07F-169DA

Current Option Period End Date: August 22, 2026

Important Links:

- [Lenco GSA eLibrary Link](#)
- [1122 Participating States](#)

2. H-GAC – Ambulances, EMS, and Other Special Service Vehicles

Contract Number: AM10-20

Current Option Period End Date: September 30, 2023

Important Links:

- [HGACBuy Contract Link](#)

3. North Carolina Sheriff's Association (NCSA) – Fire/EMS/Law Enforcement Specialty Vehicles

Contract Number: 23-03-0524

Current Option Period End Date: June 17, 2023

Important Links:

- [NCSA Contract Award Documents Link](#)

4. US Communities (OMNIA Partners) – Public Safety & Emergency Preparedness

Contract Number: 4400008468

Current Option Period End Date: September 30, 2023

Lead Agency: County of Fairfax, Virginia

Lead Contractor: Safeware, Inc. and Mallory Safety and Supply, LLC

Important Links:

- [US Communities / OMNIA Partners Contract Link](#)

5. New Jersey Cooperative Purchasing Alliance (Bergen County Co-Op) – Catalog / SWAT Equipment

Contract Number: BC-Bid-#21-55 (COOP)

Current Option Period End Date: December 3, 2023

Lead Agency: County of Bergen, NJ

Lead Contractors: Tomahawk Strategic Solutions

Important Links:

- [Bergen County Co-Op Contract Link](#)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

6. Howard County, MD Office of Procurement and Contract Administration – New Vehicles, Class 1 – 7

Contract Number: 4400004548

Current Option Period End Date: June 30, 2023

Important Links:

- [Howard County, MD Current Awards and Contracts Link](#)
- [Current Contracts Link](#)

7. State of Iowa – Specialty Vehicles: Armored Rescue Vehicle

Contract Number: RFB0221005001 / 21052B

Current Option Period End Date: August 31, 2023

Important Links:

- [Iowa Department of Administrative Services Link](#)

Last updated June 24, 2022

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Lenco Industries, Inc.
Pittsfield, MA United States

Certificate Number:
2022-950725

Date Filed:
11/01/2022

Date Acknowledged:

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

City of Burleson, Texas

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

20934
Police Armored Recovery Vehicle

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Light, Leonard W. | Pittsfield, MA United States | X | |
| | Light, Diane | Pittsfield, MA United States | X | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Rob Weisberger, and my date of birth is ____.

My address is 167 Holmes Rd., Pittsfield, MA, 01201, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Berkshire County, State of Massachusetts, on the 1st day of November, 2022.

Robert A

Weisberger:A01094E000001

72EC8D10ED0001D40D

Digitally signed by **Robert A**

Weisberger:A01094E00000172EC8D1
0ED0001D40D

Date: 2022.11.01 13:28:32 -04'00'

Signature of authorized agent of contracting business entity
(Declarant)



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation: 20934B

Customer Code: BU004

Quotation Date: 10/13/2022

Lenco Tax ID#: 04-2719777

Repeat Customer: Yes ☒ No ☐

Bill To

Burleson Police Department
725 SE John Jones Rd
Burleson, TX 76028

Ship To

Customer Pick-Up

| Payment Terms | Shipping Terms | Ship Via |
|-----------------------|-----------------------------|---------------------------------------|
| Payment Upon Pick-Up | FOB: Origin, Pittsfield, MA | Customer Pick-Up |
| Estimated Completion | Inhouse Contact | Inspection & Acceptance |
| 12+ Months ARO (Est.) | Dan Besemer | At Lenco's Facility in Pittsfield, MA |

| Item: | Product # | Qty | Unit Price | Extension |
|---|-----------|----------|----------------------|----------------------|
| Lenco BearCat | BC55003 | 1 | \$ 200,704.00 | \$ 200,704.00 |
| Paint Color: Lusterless Black | 18-342 | | | |
| LED Lights: Red & Blue | | | | |
| Options: | | | | |
| Diesel Engine, 6.7L Turbo | BCDLEN | 1 | \$ 8,859.00 | \$ 8,859.00 |
| BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats | BC3WOFFRD | 1 | \$ 34,958.00 | \$ 34,958.00 |
| BearCat MedEvac LASD TEMS Version | BCMEDLASD | 1 | \$ 25,827.00 | \$ 25,827.00 |
| Roof Mounted Remote Control Spot Light - LED | BCSLLED | 2 | \$ 1,404.00 | \$ 2,808.00 |
| Back up Camera System with Monitor | BCBU | 1 | \$ 2,297.00 | \$ 2,297.00 |
| Rear A/C - Heating System: High Capacity Upgrade | BCHACUP | 1 | \$ 7,182.00 | \$ 7,182.00 |
| Radio Prep Package, (1) Max (2) | BCINSRA | 1 | \$ 502.00 | \$ 502.00 |
| (1) 7" Vertical GunPort Upgrade | BCGP7 | 7 | \$ 152.00 | \$ 1,064.00 |
| Electric Power Mirrors | BCMIR | 1 | \$ 1,508.00 | \$ 1,508.00 |
| Single Side Personnel Door w/Window/Gunport/Adj Ht Gunner Stand | BCSSPD | 1 | \$ 5,000.00 | \$ 5,000.00 |
| Intercom System; Inside to Outside | BCINT | 1 | \$ 2,871.00 | \$ 2,871.00 |
| Armored Oil Pan Guard | BCAOPG | 1 | \$ 1,936.00 | \$ 1,936.00 |
| Hydraulic Front Mounted Receiver with Ram Post and Plate | BCHYDRAM | 1 | \$ 12,479.00 | \$ 12,479.00 |
| Water Monitor (Integration) with Joy Stick Control | BCMON | 1 | \$ 38,983.00 | \$ 38,983.00 |
| BearCat (Configuration Subtotal) | | 1 | \$ 346,978.00 | \$ 346,978.00 |

| Notes: | | Proprietary |
|--------|--|----------------------------------|
| | | Subtotal \$ 346,978.00 |
| | | Customer Pick-Up \$ - |
| | | Tax \$ - |
| | | Total Order \$ 346,978.00 |

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

ACCEPTANCE OF PROPOSAL –

Authorized

Signature: _____

Please Sign and Return

Authorized

Signature: _____

Daniel Besemer

Daniel Besemer

Thank You

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Public Works Director

MEETING: November 14, 2022

SUBJECT:

Consider approval of a contract with Longhorn Harley Davidson to replace four police motorcycles through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$200,182.40. (*Staff Presenter: Kip Dernovich, Deputy Director – Operations Public Works*)

SUMMARY:

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

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

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

The table below indicates the list of Police Department motorcycles to be replaced in this fiscal year's budget. Three (3) Police motorcycles (686, 687, and 688) meet replacement criteria. One (1) Police motorcycle (770) is being replaced due to an accident (another driver at fault). Funding request includes a 10% contingency due to the volatility of the motorcycle market and \$400 to go toward the BuyBoard Cooperative fee.

| Vehicle | Cost |
|-------------------------------------|-------------|
| (686) Harley Davidson (Replacement) | \$45,405.09 |

| | |
|--|---------------------|
| (687) Harley Davidson (Replacement) | \$45,405.09 |
| (688) Harley Davidson (Replacement) | \$45,405.09 |
| (770) Harley Davidson (Replacement / Accident) | \$45,405.09 |
| 10% Contingency | \$18,162.04 |
| BuyBoard Fee | \$400.00 |
| Grand Total | \$200,182.40 |

OPTIONS

- 1) Approval of a contract for the replacement of four (4) Harley Davidson Police Motorcycles using the BuyBoard Cooperative with Longhorn Harley Davidson in the amount not to exceed \$200,182.40.
- 2) Deny a contract for the replacement of four (4) Harley Davidson Police Motorcycles using the BuyBoard Cooperative with Longhorn Harley Davidson in the amount not to exceed \$200,182.40.

RECOMMENDATION:

Approve a contract for the replacement of four (4) Harley Davidson Police Motorcycles using the BuyBoard Cooperative with Longhorn Harley Davidson in the amount not to exceed \$200,182.40.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 502-8211-559-7438

Amount: \$200,182.40

Project (if applicable):

Financial Consideration

STAFF CONTACT:

Name: Kip Dernovich

Title: Deputy Director – Operations Public Works

kdernovich@burlesontx.com

817-426-9842

POLICE DEPARTMENT

Harley Davidson Motorcycles



WHEN WE REPLACE ASSETS

Introduction

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

| | | |
|-----------------|-------------|------------------|
| Age | Reliability | Usage |
| Type of Service | Condition | Maintenance Cost |



WHEN WE REPLACE ASSETS

Why Are All Vehicles Not Replaced At One Time

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

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



REPLACEMENT EQUIPMENT

City of Burleson Police Department (Patrol Division) - BuyBoard

Replacement Equipment

- Patrol Division

FY23 Budgeted Amount \$141,000

(1) Replace Unit 686 - \$45,405.09

(1) Replace Unit 687 - \$45,405.09

(1) Replace Unit 688 - \$45,405.09

Sub Total - \$136,215.27 (Savings of \$4,784.73)

(1) Replace Unit 770 - Accident / Other Driver at Fault - \$45,405.09

Charged to VRF - Reimbursed through Insurance at a later date

Sub Total - \$181,620.36

- 10% Contingency - \$18,162.04

BuyBoard Fee - \$400.00

Total - \$200,182.40



HOW WE PURCHASE

Purchasing

- We recommend purchasing Turn-Key from Cooperative Contracts
- The overall objective of Cooperative contracts is to provide a mechanism for all local governments in Texas to pool their collective purchasing power and save funding. The Cooperative evaluates vendor proposals on the basis of best value to the Cooperative members.
- When using the turn-key process, City Staff are in control of the build before the quote is generated. This ensures that we are getting a budget quote that will be very close to the purchasing price.
- The turn-key process delivers a unit ready to get working upon delivery



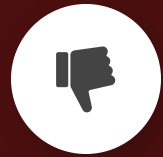
OPTIONS

RECOMMEND APPROVAL



APPROVE BUYBOARD CONTRACT

Consider approval of a contract for the replacement of (4) four Harley Davidson Police Motorcycles using the BuyBoard Cooperative with Longhorn Harley Davidson in the amount not to exceed \$200,182.40.00



DENY BUYBOARD CONTRACT





City of Burleson
141 W Renfro Street, Burleson, TX 76028
Invoice 07212022-1 09/13/2022
2022 Harley-Davidson FLHTP Electra Glide Line Item
BUYBOARD STATE CONTRACT #601-19

Motorcycle:

\$18,424.00 2022 Harley-Davidson Police FLHTP Electra Glide Security Included **BLACK**

\$1,729.00 60 Month Extended Warranty Police (POLICE ESP)

Motorcycle Total \$20,153.00

Equipment:

\$2,631.76 Harley-Davidson Screaming Eagle Milwaukee-Eight 114 Engine Upgrade Kit – **Stage II Torque:**

\$1030.00 Labor

\$171.85 29400246 SE High Flow-Filter

\$322.15 41000008C SE Pro Street Tuner

\$418.45 92500047 Stage II Torque Cam

\$6.31 25566-06 Sprocket Retention Kit

\$8.95 25928-06 TC96 Spacer Kit

\$674.05 1801-1075 S&S Performance Muffler Thruster CHROME W/ BLACK END CAP

Move EZ Brake from Current Fleet

\$1,149.95 1 Audio Package – Bluetooth with Speakers Rockford Fosgate RFPOLICEBT2

\$160.20 1 Custom Dynamics LED Turn Signal / Running Lights Front & Rear Electra Glide

\$73.75 1 Harley-Davidson Chrome Tie Down Brackets 93500011

\$279.85 1 Harley-Davidson Coolflow Fan FLHTP 26800128

\$54.49 1 Harley-Davidson Coolflow Switch Pack 69200173

\$12.97 2 Harley-Davidson Switches Blanks for Pack 71400031

\$269.05 1 Harley-Davidson Airflow Heated Hand Grips BLACK hard wire 56100342

\$165.95 1 Primary Cover Guard Skid Plate PDSKID

\$38.65 1 Harley-Davidson Front Fender Skirt 61400312

\$53.95 1 Harley-Davidson 800mA Weatherproof Dual Mode Battery Charger 66000181

\$150.00 1 Blue Line Seat Cover – Mounted and Secured

\$279.85 1 Saddlebag Guard Rails 90200561

\$11.78 1 Harley-Davidson JUMPER PLUG constant power to front lighting 68437-99

\$608.00 1 Whelen SA350MH Speaker

\$87.20 1 Whelen SA350MB1 Speaker Bracket

\$589.24 1 Harley-Davidson Siren Amp 76000853

\$57.65 1 Harley-Davidson Siren Amp Bracket 69200597

\$671.20 1 Whelen M08TMJ2 Windshield Array Electra Glide BBWRR

\$229.60 1 FDFP11RR Whelen 4" Extended LED drive/warn R/C (front par36 emergency lights)

\$229.60 1 FDFP11BR Whelen 4" Extended LED drive/warn B/C (front par36 emergency lights)

\$44.80 2 IONHD3FM Whelen Electra-Glide® Fork Mounting Kit for use with 1 Surface Mount ION™

\$255.20 1 IONSV3RC Whelen Surface Mount IONV Red Chrome Housing (90° Fork Mounted)

\$255.20 1 IONSV3BC Whelen Surface Mount IONV Blue Chrome Housing (90° Fork Mounted)

\$379.20 2 NP3BB Whelen Pioneer Nano (Front Take Down / WigWag Lights)

\$436.80 2 SLFLASH Whelen SmartLogic™ Programmable LED Flasher (drive front and rear of bike off of)

\$89.95 1 Billet Foot Peg Mount 50957-02C (Front Take Down / WigWag Lights)

\$146.40 1 TLI2KX Whelen T-Ion Duo Red/Amber Front Fender Side Surface Mount – Amber to Turns

\$146.40 1 TLI2MX Whelen T-Ion Duo Blue/Amber Front Fender Side Surface Mount – Amber to Turns

\$1295.00 1 Clifton Police Tour-Pak Curb Open Carrier System Powered Coated Black, CBTP102PCB

\$169.95 1 Power Distribution Block and Cables for Tour-Pak

\$165.20 1 PSSEQACR Whelen STRIP-LITE+ SEQUENCING LT AMB Traffic Advisor

\$1,756.80 12 TLI2JX Whelen ION T-SERIES LINEAR DUO RB Smoke Black Bezel TP Lights

\$70.40 2 OSB00SCR Blue Steady-Burn and Clear Lens Rear LP Run Authority Blue LED

\$32.00 1 M2KTHD1 Whelen license plate mounting bracket for ION T Mini 4 Lighthead

\$219.20 2 TLMIR Whelen ION T mini Red license plate mounted (emergency & brake/turn lights)

\$219.20 2 TLMIB Whelen ION T mini Blue license plate mounted (emergency & blue authority running)

\$94.40 2 TIONHDSS Whelen Side Saddle Bag Mounting Kit for use with 3 ION™ T-Series™ Lighthead

\$585.60 4 TLI2JX Whelen ION™ T-Series™ DUO™ Color, R/B Side Bag Mounted

\$254.40 2 TLIRX Whelen ION™ T-Series™ Red Side Bag Mounted Center Hooked to Turn Signal

\$62.40 2 TIONHDSR Whelen Rear Crash Bar Mounting Kit

\$292.80 2 TLI2JX Whelen ION™ T-Series™ DUO™ Color, R/B Rear Bag Rail

\$3,400.20 1 806-0018-00 Stalker DSR 2ka Micro Display H-D Front/Rear Radar Unit 200-1230-00

\$489.95 1 Setcom MWH-31 Motorcycle PTT Unit

\$280.00 1 Setcom KA-21S Helmet Kit Half Shell Helmet Kit for All Half Shell Helmets All Radio

\$925.00 1 Setcom PART NUMBER Liberator Wireless SuperMic System for KENWOOD VP6000

\$4,635.00 Emergency Vehicle Equipment Installation

\$275.00 Custom Emergency Harness / Shop Supplies

\$295.95 1 Graphics Package (all police department markings in reflective as specified)

\$175.00 1 Equipment Shipping

\$25,252.09 Equipment Total

Total Per Unit \$45,405.09

\$400.00 BuyBoard State Contract Vehicle Fee

\$182,020.36 Grand Total for Four (4) Units Payment Processed Through BuyBoard

Harley-Davidson Parts & Accessories 10% off MSRP per BuyBoard State Contract

Whelen Emergency Equipment 20% off MSRP per BuyBoard State Contract

Valid for 90 Days

All proposed motorcycles to be in full compliance as follow.

This bid includes purchase and installation of listed equipment Police Harley-Davidson Motorcycle/s. The installation of the new emergency equipment shall be done in a manner that it appears to be factory Harley-Davidson (no butt splices, no crimp connector, no split loom shrouding). All connections will either use factory Harley-Davidson Deutsch Connectors or soldered connections with heat-shrink wrap. Harley-Davidson factory connectors shall be used in the areas that regularly need removed for service/replacement of parts (e.g. front PAR36 emergency light housing with LINV Whelen lightheads or Whelen windshield array) **The installation shall include a workmanship/install warranty for the term of at least 2 years** and all work **shall be completed by a currently certified Harley-Davidson Level 5 Electrical Technician. Installation of Whelen lightheads requires the sync function wire is connected in series front and rear to all lightheads so the flash pattern is synchronized and set to a department approved pattern.**

David Magers Police & Fleet Account Manager
Longhorn & Maverick Harley-Davidson
Harley-Davidson Police Advisory Board Member
Texas Master Peace Officer & Motor Officer Est 2004
[972-935-6904](tel:972-935-6904) motorofficer@maverickhd.com
Police Motorcycles Since 1908



City of Burleson, Texas
City Manager
Bryan Langley

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-950003

Date Filed:
10/28/2022

Date Acknowledged:

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

Longhorn Harley-Davidson
Grand Prairie, 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 Texas

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

801-19

Harley-Davidson Police Motorcycle, parts, service, accessories, Whelen. BuyBoard State Contract

| 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 David Magers, and my date of birth is [REDACTED].

My address is 2830 W 1-20 (street), Grand Prairie (city), TX (state), 75052 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 28 day of Oct, 2022
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

DEPARTMENT MEMO

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez

MEETING: November 14, 2022

SUBJECT:

Consider approval of a minute order with Central Square for annual software maintenance and high-availability services of Naviline software for up to three years in the amount not to exceed \$341,833.05
(Staff Contact: Hugo Rodriguez, Deputy Director, IT)

SUMMARY:

The City utilizes Central Square's Naviline software for its current Financial, Human Resources, Payroll, and Utility Billing modules and has reached its end of life. While the city transitions to its new ERP, maintenance, and support on the existing software needs to be maintained. The annual software maintenance covers extended software support, upgrades, and software releases until the new modules are configured in the Tyler Munis. As new modules are completed, the annual maintenance cost is expected to decrease, and we can choose not to renew should the ERP be implemented in less than three years. BTX-IT expects the Tyler Munis modules to be completed as follows:

- Financial – April 2023
- HR/Payroll – January 2024
- Utility Billing – April 2024

Central Square also provides high-availability services to our environment, allowing us to operate with little to no downtime in case of a disaster.

OPTIONS:

- 1) Approve a minute order with Central Square
- 2) Deny the minute order.

RECOMMENDATION:

Approve the minute order with Central Square for annual software maintenance and high availability services of Naviline software for up to three years in the amount not to exceed \$ 341,833.05.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services

Full Account #: 504-1511-412.42-04

Amount: \$341,833.05

STAFF CONTACT:

Name: Hugo Rodriguez
Department: Information Technology
Email: hrodriguez@burlesontx.com
Phone: 682-312-2766



Information Technology

Naviline Software Annual Maintenance

City Council

November 14, 2022

Naviline Software & High-Availability

The City utilizes Central Square's Naviline software for its current Financial, Human Resources, Payroll, and Utility Billing modules and has reached its end of life.

While the city transitions to its new ERP, maintenance, and support on the existing software needs to be maintained.



Naviline Software & High-Availability

The annual software maintenance covers extended software support, upgrades, and software releases until the new modules are configured in the Tyler Munis.

As new modules are completed, the annual maintenance cost is expected to decrease, and we can choose not to renew should the ERP be implemented in less than three years. BTX-IT expects the Tyler Munis modules to be completed as follows:

- Financial – April 2023
- HR/Payroll – January 2024
- Utility Billing – April 2024

Naviline Software & High-Availability

Central Square, which is the parent company of Naviline, will provide high-availability services to our environment, allowing us to operate with little to no downtime in case of a disaster.

After the City completes the migration to the Tyler Munis ERP, BTX-IT will not renew the support for Naviline.

Naviline Software & High-Availability

Staff Recommendation:

- Approve the Minute Order with Central Square for annual software maintenance and high availability services of Naviline software for up to three years in the amount not to exceed \$341,833.05.

Questions / Comments





Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Invoice

Invoice No (1 of 1)

360470

Date

8/3/2022

Page

1 of 3

Bill To

City of Burleson
Accounts Payable
141 W Renfro Street
Burleson TX 76028
United States

Ship To

City of Burleson
Accounts Payable
141 W Renfro Street
Burleson TX 76028
United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|------------------|---------------|----------|--------|-----------|
| 1167LG | City of Burleson | | USD | Net 30 | 9/30/2022 |

| | Description | Units | Rate | Extended |
|-----------------------|--|-------|----------|----------|
| Contract No. Q-100090 | | | | |
| 1 | NaviLine Web Enablement - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$174.22 | \$174.22 |
| 2 | NaviLine Time & Attendance Interface-ExecuTime - Annual Maintenance Fee NaviLine Time & Attendance Interface-ExecuTime Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$156.28 | \$156.28 |
| 3 | NaviLine Case Management - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 4 | NaviLine Parking Tickets - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 5 | NaviLine Courts-Common Library - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 6 | Session Scheduler - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 7 | Modifications - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$288.75 | \$288.75 |
| 8 | NaviLine Click2Gov3 Employee Self Service - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 9 | NaviLine Cash Receipts Lock Box Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$180.81 | \$180.81 |

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

City of Burleson
Accounts Payable
141 W Renfro Street
Burleson TX 76028
United States

Ship To

City of Burleson
Accounts Payable
141 W Renfro Street
Burleson TX 76028
United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|--------------------|----------------------|----------------------|-----------------|--------------|-----------------|
| 1167LG | City of Burleson | | USD | Net 30 | 9/30/2022 |

| | Description | Units | Rate | Extended |
|----|--|--------------|-------------|-----------------|
| 10 | NaviLine P-Card - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$452.78 | \$452.78 |
| 11 | NaviLine Document Management Services - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$300.84 | \$300.84 |
| 12 | NaviLine Customer Information System - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$1,830.85 | \$1,830.85 |
| 13 | NaviLine Accounts Receivable-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$882.77 | \$882.77 |
| 14 | NaviLine Cash Receipts-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$566.73 | \$566.73 |
| 15 | NaviLine GMBA w/Extended Reporting - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$2,441.65 | \$2,441.65 |
| 16 | NaviLine Payroll/Personnel-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$1,473.80 | \$1,473.80 |
| 17 | NaviLine Purchasing/Inventory-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$1,461.64 | \$1,461.64 |



Invoice

Invoice No (1 of 1)
360470

Date
8/3/2022

Page
3 of 3

Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Burleson
Accounts Payable
141 W Renfro Street
Burleson TX 76028
United States

Ship To
City of Burleson
Accounts Payable
141 W Renfro Street
Burleson TX 76028
United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|--------------------|----------------------|----------------------|-----------------|--------------|-----------------|
| 1167LG | City of Burleson | | USD | Net 30 | 9/30/2022 |

| | Description | Units | Rate | Extended |
|----|---|--------------|-------------|-----------------|
| 18 | NaviLine Fixed Assets-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$581.92 | \$581.92 |
| 19 | NaviLine Land/Parcel Mgmt-Annual Maintenance Fee-NSP - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$823.54 | \$823.54 |
| 20 | NaviLine User Interface Annual Maintenance Fee - Annual Maintenance Fee NaviLine User Interface Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 21 | NaviLine Global Financials Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 22 | Distribution Services - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |
| 23 | Technical Services - TS - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 12/31/2022 | 1 | \$0.00 | \$0.00 |

Please include invoice number(s) on your remittance advice, made payable to Superior, LLC
ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

| | |
|-------------------------|--------------------|
| Subtotal | \$11,616.58 |
| Tax | \$0.00 |
| Invoice Total | \$11,616.58 |
| Payments Applied | \$0.00 |
| Balance Due | \$11,616.58 |

Renewal Order #: Q-110576
Start Date: December 29, 2022
End Date: December 28, 2023
Billing Frequency: Yearly
Subsidiary: Superior, LLC

Renewal Order prepared for:
Accounts Payable, Accounting
City of Burleson
141 W Renfro Street
Burleson, TX 76028
(817) 426-9650

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

| PRODUCT NAME | | QUANTITY | TOTAL |
|----------------------|--|----------|---------------|
| 1. | NaviLine High Availability Premium Annual Access Fee | 1 | 48,510.00 USD |
| Renewal Order Total: | | | 48,510.00 USD |

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

Renewal Order #: Q-109621
Start Date: January 1, 2023
End Date: December 31, 2023
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
Accounts Payable, Accounting
City of Burleson
141 W Renfro Street
Burleson, TX 76028
(817) 426-9650

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

| | PRODUCT NAME | QUANTITY | TOTAL |
|-----|--|----------|---------------|
| 1. | Distribution Services | 1 | 0.00 USD |
| 2. | Modifications Annual Maintenance Fee | 1 | 1,202.87 USD |
| 3. | NaviLine Accounts Receivable-Annual Maintenance Fee | 1 | 3,677.41 USD |
| 4. | NaviLine Case Management Annual Maintenance Fee | 1 | 0.00 USD |
| 5. | NaviLine Cash Receipts Lock Box Interface Annual Maintenance Fee | 1 | 753.20 USD |
| 6. | NaviLine Cash Receipts-Annual Maintenance Fee | 1 | 2,360.86 USD |
| 7. | NaviLine Click2Gov3 Employee Self Service Annual Maintenance Fee | 1 | 0.00 USD |
| 8. | NaviLine Courts-Common Library Annual Maintenance Fee | 1 | 0.00 USD |
| 9. | NaviLine Customer Information System Annual Maintenance Fee | 1 | 7,626.88 USD |
| 10. | NaviLine Document Management Services Annual Maintenance Fee | 1 | 1,253.23 USD |
| 11. | NaviLine Fixed Assets-Annual Maintenance Fee | 1 | 2,424.14 USD |
| 12. | NaviLine Global Financials Annual Maintenance Fee | 1 | 0.00 USD |
| 13. | NaviLine GMBA w/Extended Reporting Annual Maintenance Fee | 1 | 10,171.33 USD |
| 14. | NaviLine Land/Parcel Mgmt-Annual Maintenance Fee | 1 | 3,430.67 USD |
| 15. | NaviLine Parking Tickets Annual Maintenance Fee | 1 | 0.00 USD |
| 16. | NaviLine Payroll/Personnel-Annual Maintenance Fee | 1 | 6,139.50 USD |

| | | | |
|-----------------------------|--|---|----------------------|
| 17. | NaviLine P-Card Annual Maintenance Fee | 1 | 1,886.16 USD |
| 18. | NaviLine Purchasing/Inventory-Annual Maintenance Fee | 1 | 6,088.84 USD |
| 19. | NaviLine Time & Attendance Interface-ExecuTime | 1 | 651.03 USD |
| 20. | NaviLine User Interface | 1 | 0.00 USD |
| 21. | NaviLine Web Enablement Annual Maintenance Fee | 1 | 725.76 USD |
| 22. | Session Scheduler Annual Maintenance Fee | 1 | 0.00 USD |
| 23. | Technical Services - TS | 1 | 0.00 USD |
| Renewal Order Total: | | | 48,391.88 USD |

Billing Information

Fees will be payable within 30 days of invoicing.

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Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: November 14, 2022

SUBJECT:

Consider approval of a resolution authorizing a contract with Polarity Networks for installing a fiber network path in the Mayor Vera Calvin Plaza through The Interlocal Purchasing System (TIPS) contract in the amount not to exceed \$87,337.43 (*Staff Contact: James Grommersch, Chief Technology Officer*)

SUMMARY:

To improve security, wireless guest network access, and network connectivity for the Plaza, Ellison, and the Historic Buildings. BTX-IT is recommending the installation of a fiber network path(s) and networking hardware that will allow BTX-IT to install wireless access points and security cameras in the plaza area and eliminate internet costs for the Ellison and Historic building. The fiber path will also improve the network functionality of the recently purchased PIO cameras and prevent wireless interference by hardwiring the cameras. This work will also future-proof the plaza by having network paths that are not dependent on the current city hall facility.

BTX-IT selected Polarity Networks due to the previous implementation work they have completed for the city and are already being mobilized to complete the Ellison Fiber Connection to City Hall, which we believe will lead to a reduced cost and faster completion of work by using them through the Interlocal Purchasing System (TIPS) contract.

This project will be funded by Hot/Mot. Due to a needed funding adjustment for the West Parking lot project, the requested amount of funds will be added to that amendment once the cost for the parking lot is finalized.

OPTIONS:

- 1) Approve a resolution to authorize a contract with Polarity Networks
- 2) Deny the purchase order

RECOMMENDATION:

Approve the resolution to authorize a contact with Polarity Networks for installing a fiber network path in the Mayor Vera Calvin Plaza through a cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) contract in the amount not to exceed \$87,337.43, TIPS Contract #211001-3132.

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

FISCAL IMPACT:

Funded by HOT/MOT 105-1021-564-8013 in the amount of \$87,337.43.

STAFF CONTACT:

James Grommersch
Chief Technology Officer
igrommersch@burlesontx.com
817-426-9672



Information Technology

Plaza Fiber Installation

City Council

November 14, 2022

Fiber Installation

To improve security, wireless guest network access, and network connectivity for the Plaza, Ellison, and the Historic Buildings.

BTX-IT is recommending the installation of a fiber network path(s) and networking hardware that will allow BTX-IT to install wireless access points and security cameras in the plaza area and eliminate internet costs for the Ellison and Historic building.



Fiber Installation

The fiber path will also improve the network functionality of the recently purchased PIO cameras and prevent wireless interference by hardwiring the cameras.

This work will also future-proof the plaza by having network paths that are not dependent on the current city hall facility.

Fiber Installation

BTX-IT selected Polarity Networks due to the previous implementation work they have completed for the city and are already being mobilized to complete the Ellison Fiber Connection to City Hall, which we believe will lead to a reduced cost and faster completion of work by using them through the Interlocal Purchasing System (TIPS) contract.

This project will be funded by Hot/Mot. Due to a needed funding adjustment for the West Parking lot project, the requested amount of funds will be added to that amendment once the cost for the parking lot is finalized.

Fiber Path Installation

Staff Recommendation:

- Approve the resolution to authorize a contact Polarity Networks for installing a fiber network path in the Mayor Vera Calvin Plaza through a cooperative purchasing agreement with The Interlocal Purchasing System (TIPS) contract in the amount not to exceed \$87,337.43, TIPS Contract #211001-3132.

Questions / Comments



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A CONTRACT WITH POLARITY NETWORKS FOR THE INSTALLATION OF A FIBER NETWORK PATH IN THE MAYOR VERA CALVIN PLAZA THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) IN THE AMOUNT NOT TO EXCEED \$87,337.43.

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, as authorized by Chapter 351 of the Texas Tax Code, levies a local hotel and motel occupancy tax and uses the proceeds to enhance and promote tourism and the convention and hotel and motel industry within in the City; and

WHEREAS, the Mayor Vera Calvin Plaza is an outdoor plaza located in historic Old Town that includes numerous amenities, including an outdoor stage and sound system;

WHEREAS, the Mayor Vera Calvin Plaza hosts numerous regional meetings and community gatherings, including Hot Sounds of Summer, Cool Sounds of Fall, and other civic, community, and regional events, and meets the definition of a convention center facility set forth in Section 351.001(2) of the Texas Tax Code; and

WHEREAS, the City now desires to enter into a contract with Polarity Networks in an amount not to exceed \$87,337.43 (through a cooperative purchasing agreement with TIPS – The Interlocal Purchasing System) for the installation of a fiber network path in the Mayor Vera Calvin Plaza, and pay for the cost of said contract using revenues from the City’s local hotel and motel occupancy tax; and

WHEREAS, the City finds the installation of a fiber network path in the Mayor Vera Calvin Plaza as provided in the contract would allow for the installation of security cameras and wireless access points in the plaza, improve network functionality, and improve the stage experience at the plaza; and

WHEREAS, the City finds that it may use revenue from its local hotel and motel occupancy tax to pay for the installation of a fiber network path in the Mayor Vera Calvin Plaza as provided in the contract because the expense would promote tourism and the convention and hotel industry and would be an improvement, equipping, operation, and maintenance of the plaza, which is a convention center facility; and

WHEREAS, the City finds that using revenue from its local hotel and motel occupancy tax to pay for the installation of a fiber network path in the Mayor Vera Calvin Plaza as provided in the contract meets the purposes and requirements of Chapter 351 of the Texas Tax Code;

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

Section 1.

Based on the findings of the City Council described above, the City Council hereby authorizes the City Manager: (i) to execute on behalf of the City the contract with Polarity Networks, LLC, substantially in the form attached as Exhibit "A", and (ii) use revenues from the City's local hotel and motel occupancy tax to pay for the cost of said contract in an amount not to exceed \$87,337.43.

Section 2.

The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the findings of the City Council.

Section 3.

It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551 as amended, Texas Government Code.

Section 4.

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

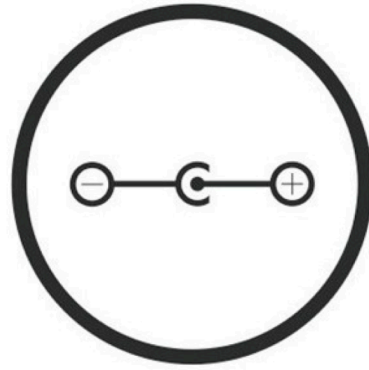
ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit “A”



• POLARITY •
NETWORKS

City of Burleson Plaza Fiber Connectivity Project

(REV 4) PROPOSAL # 89152

OCTOBER 05, 2022

TIPS Contract #211001-3132

PREPARED FOR

City of Burleson

James Grommersch
Chief Technology Officer

952-261-3221
jgrommersch@burlesontx.com

PREPARED BY

Polarity Networks

Chris Campbell
President / Co-Founder

844-410-1800
chris@polaritynetworks.net

Scope of Work

Polarity Networks to provide all new Cat 6 structured cabling, optical fiber, and conduit pathways for the City Plaza. This network infrastructure is intended to provide network connectivity to security cameras, wireless access points, and audio video equipment for the City of Burleson. Please see attached drawings of the optical fiber and pathway infrastructure layouts as designed in this proposal.

TEXRAM Directional Drilling, Inc, will be a sub-contractor of Polarity Networks, and will be providing all of the underground and buried conduit and vault placements. The price for TEXRAM is included in this proposal with a copy of their quote attached.

Polarity will build out the 3/4" conduit pathways and NEMA box enclosures, and will tie in all underground conduits to each fiber box location. Polarity will also be installing an overhead fiber from the stage pavilion to the depot museum. This fiber will be an OSP singlemode fiber, while all other fiber optic cables will be a jetted microfiber solution. All terminations will be LC SMF UPC.

Polarity to install roughly 900' of eABF 8.5 x 6mm microduct and 2,000' of singlemode fiber in total.

Depot Museum to the Stage Pavilion Fiber Enclosure (12F SMF)

Stage Pavilion to Shade Pavilion (24F SMF)

Stage Pavilion to A/V Studio (12F SMF)

Shade Pavilion to Data Center (24F SMF)

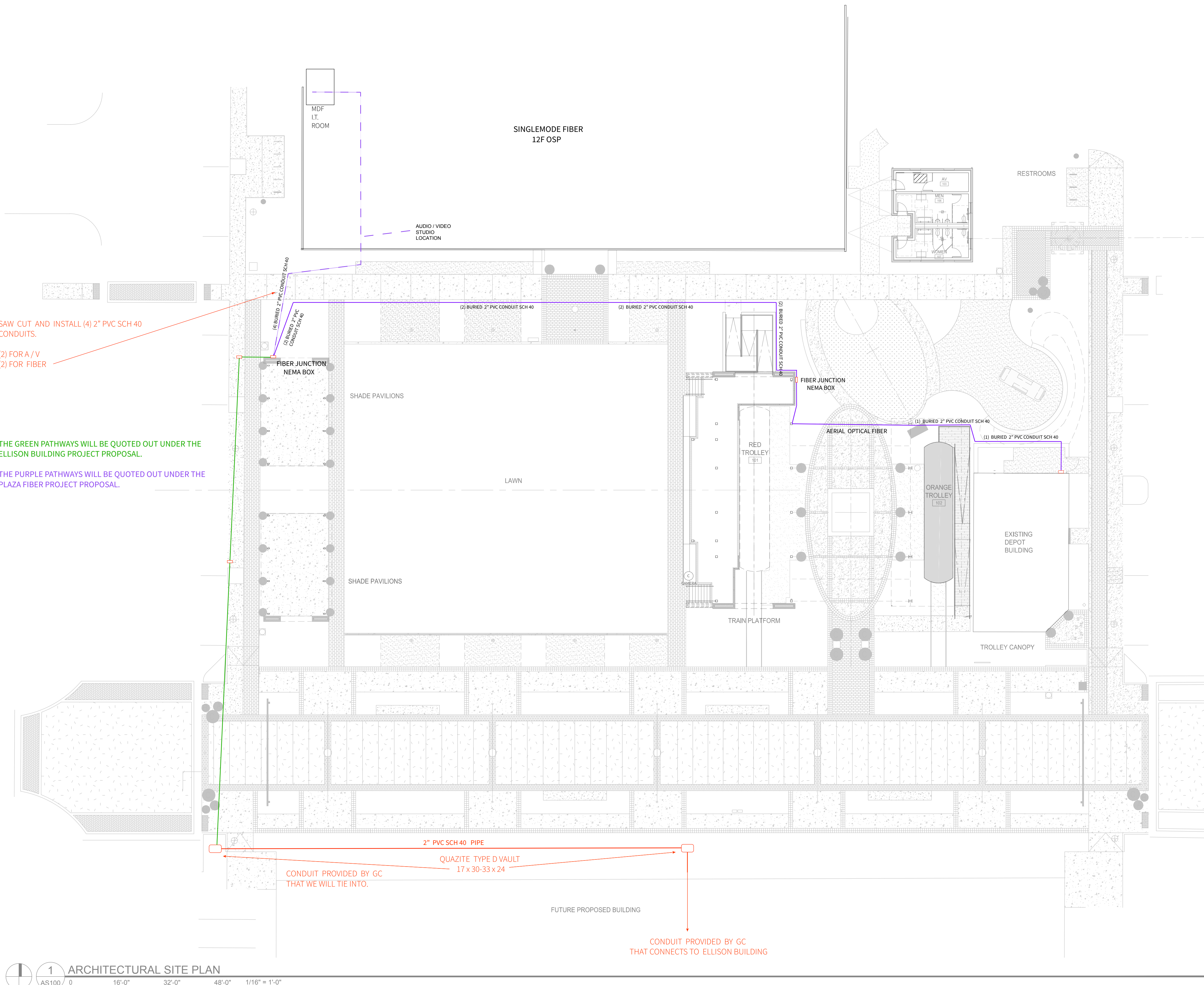
Shade Pavilion to A/V Studio (12F SMF)

There will be Cat 6 cables installed to each network camera and wireless access point, and there will be a 2F fiber cable installed to each studio camera back to the fiber enclosure box in the pavilions.

All cables will be installed to industry standards. All cables will be properly installed, labeled, tested and certified upon completion. The City of Burleson will receive a copy of the "as built" drawings and cable test certifications.

Project Cost

| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|--|----------|-----|----------|
| Directional Drilling & Pathway Installation (Turnkey) TEXRAM Directional Drilling | \$38,700 | 1 | \$38,700 |
| Separate Proposal Attached* | | | |



1 ARCHITECTURAL SITE PLAN
AS100 0 16'-0" 32'-0" 48'-0" 1/16" = 1'-0"



**BENNETT • BENNER
PARTNERS**
ARCHITECTS + PLANNERS

500 West Seventh Street Suite 1400

Landscape Architects
1306 May Street,
Fort Worth, Texas
(817) 870-9848
Austin • Dallas
Fort Worth • Houston

Project:
**BURLESON OLD
TOWN PLAZA**

PERMIT AND
BID PACKAGE

BURLESON, TEXAS

Project Number:
FW18064



Designed:

Drawn:

Reviewed:

Date Issued:
NOVEMBER 13, 2018

Revisions:

Sheet Title:
**ARCHITECTURAL
SITE PLAN**

Sheet Number:
AS100



POLARITY
NETWORKS

TITLE:

PROJECT: HISTORIC PLAZA
CITY OF BURLESON, TX

SUBMITTAL DRAWINGS

SHEET 1 OF 1

DWG NO:

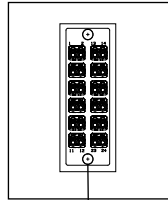
PROPOSED FIBER CONNECTIVITY
DRAWN: CHRIS CAMPBELL 10-05-2022
FOR: JAMES GROMMERSCH 10-05-2022
APPROVED: 00-00-2022

REV.

4

CITY HALL DATA CENTER

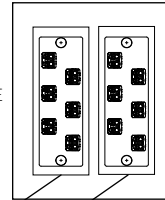
TO SHADE
PAVILLION



TO SHADE PAVILLION
(350') 24F SMF
4 WAY eABF 8.5 x 6mm (350')

CITY HALL A/V STUDIO

TO SHADE
PAVILLION

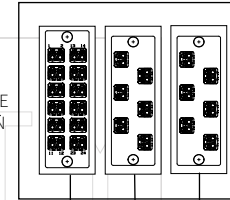


TO STAGE
PAVILLION

TO SHADE PAVILLION
(300') 12F SMF
4 WAY eABF 8.5 x 6mm (300')
(300') 12F SMF

STAGE FIBER ENCLOSURE BOX

TO A/V
STUDIO

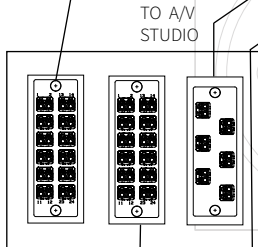


TO DEPOT
MUSEUM

TO SHADE
PAVILLION

TO A/V STUDIO
(250') 12F SMF
OSP OPTICAL FIBER OS2 (250')

TO DATA
CENTER



TO A/V
STUDIO

PASS THRU

TO A/V
STUDIO
(450') 12F SMF

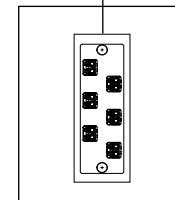
TO STAGE
PAVILLION

(450') 24F SMF

4 WAY eABF 8.5 x 6mm (450')

SHADE PAVILLION FIBER ENCLOSURE BOX

TO STAGE
PAVILLION



DEPOT MUSEUM FIBER ENCLOSURE

NOTE: DRAWINGS ARE CONCEPTUAL ONLY AND ARE NOT TO EXACT SCALE



POLARITY
NETWORKS

POLARITY NETWORKS, LLC
300 BAILEY AVENUE, STE 200
FORT WORTH, TX 76107
WWW.POLARITYNETWORKS.NET

THIS DRAWING AND SPECIFICATIONS HEREIN, ARE THE PROPERTY OF POLARITY NETWORKS, LLC AND SHALL NOT BE COPIED, REPRODUCED, USED IN WHOLE OR PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM POLARITY NETWORKS, LLC. THIS DRAWING IS BASED UPON THE LATEST AVAILABLE INFORMATION PROVIDED BY THE CUSTOMER.



POLARITY
NETWORKS

TITLE:

HISTORIC PLAZA
CITY OF BURLESON, TX

PROJECT: SUBMITTAL DRAWINGS

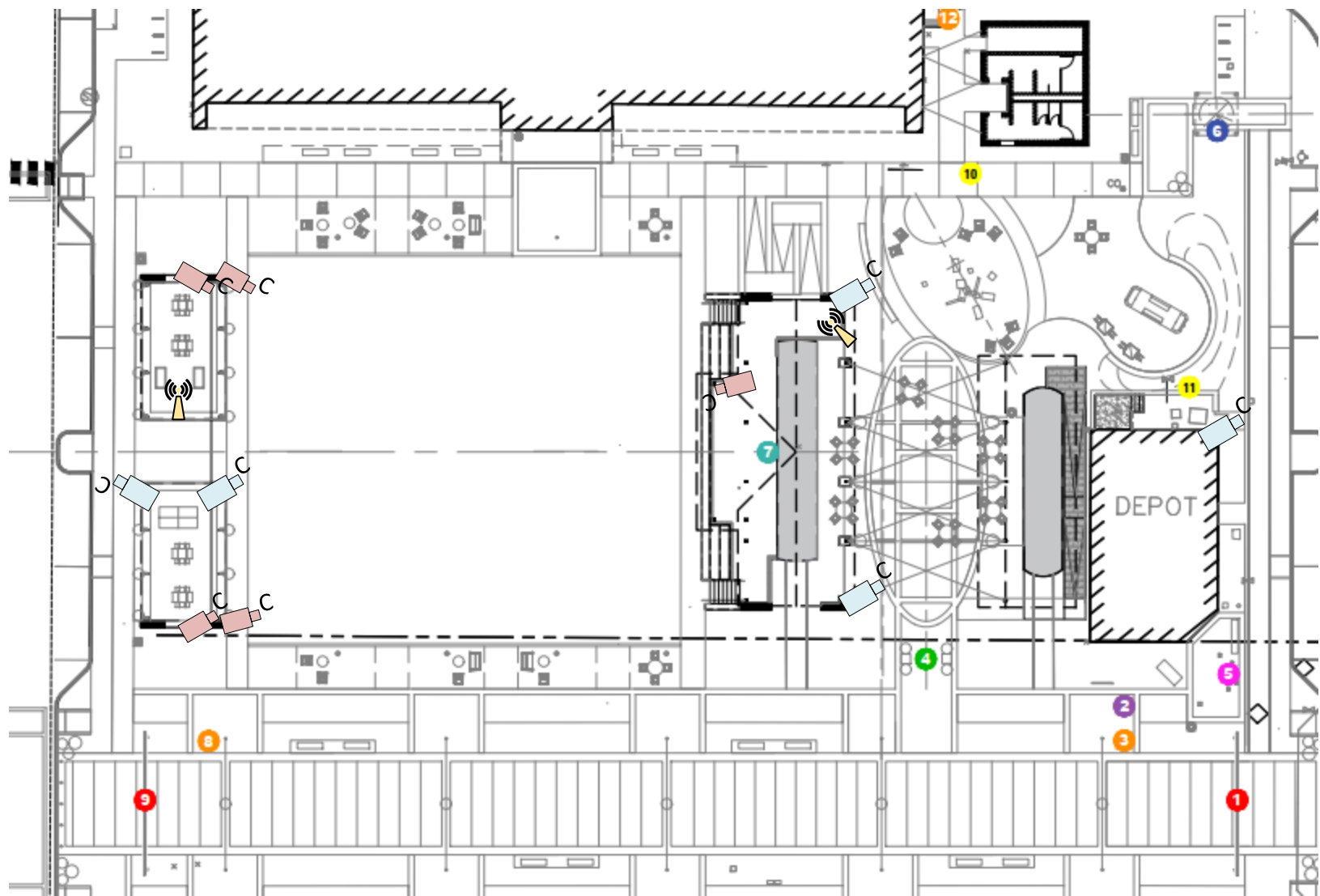
SHEET 1 OF 1

DWG NO:

PROPOSED FIBER CONNECTIVITY
DRAWN: CHRIS CAMPBELL 10-05-2022
SITE SURVEY: CHRIS CAMPBELL 09-28-2022
FOR: JAMES GROMMERSCH 10-05-2022

REV.

193



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|-------|-----|----------|
| Optical Fiber Installation (Labor) Polarity Networks to provide all optical fiber installations end to end. This includes the OSP fiber from the museum depot to the stage pavilion, from the stage pavilion to the shade pavilion, from shade pavilion to the data center, and from the camera locations to the studio office. Once all microducts have been pulled into place, we will "jet" in the eABF fiber and install the overhead OSP fiber. We estimate 4 techs for 2 days to get all optical fiber cables pulled in to each location. | \$95 | 64 | \$6,080 |
| Optical Fiber Terminations & Testing (Labor) Polarity Networks to provide all prep work, optical fiber terminations, and test certifications. There will be a total of 168 terminations. We estimate 4 techs for 3 days to get all optical fiber cables terminated and tested. Polarity will work with the technology staff to patch in fiber cables. | \$95 | 72 | \$6,840 |
| EMT Conduit Installation (Labor) Polarity Networks to have 4 Techs for 3-4 days to complete all of the vertical and horizontal conduit runs that will connect the cameras, and WAP devices under the shade and stage pavilions. Polarity Networks to also build out conduit that will provide a pathway up each end of the stage and pavilion support columns to traverse the courtyard seating area between the train cars. Polarity Networks will provide and install 3/8" messenger wire and eye bolt supports for the aerial fiber run. | \$95 | 96 | \$9,120 |
| Outdoor Cat 6 Installation (Labor) Polarity Networks to install (7) OSP C6 cables through outdoor conduits and to route and lace through junction boxes to each device and to the NEMA enclosures. All cables will be properly terminated, labeled and tested on completion. | \$250 | 7 | \$1,750 |



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|---------|-----|----------|
| Outdoor Cat 6 Materials (2) Outside Plant Cat 6 UTP Cable - UV Rated / CMR (2) DIN Rail Mount Cat 6 Patch Panel x 8 Port (7) Cat 6 Connectors Male RJ45 8P8C (7) Cat 6 Jack Female RJ45 8P8C (Black) | \$404 | 1 | \$404 |
| EMT Conduit & Pathway Materials EMT conduit & misc materials to connect all camera and A/P devices back to the NEMA fiber boxes. These pathways will run up and overhead through the shade and stage pavilions. (72) 3/4" EMT Conduit Straight Section 10' (72) 3/4" EMT Conduit Compression Couplers (40) 3/4" EMT Conduit Compression Connectors w/ Lock Washers (48) 4x4 Square EMT Metal Boxes (48) 4x4 Square EMT Metal Covers (120) 3/4" EMT Conduit Straps (120) Masonry / Concrete Fasteners (6) Unistrut Channel 10' Section (6) Unistrut Channel 3/4" Pipe Straps (8) 2" EMT Conduit Straight Section 10' (10) 6" Stainless Steel Tie Straps (Pkg of 10) (50') Stainless Steel Messenger Wire 3/8" with Mounting Hardware and Wire Fasteners (100') 3/4" SealTight Metallic Flex Rubber Coated Tubing (20) 3/4" SealTight Connectors & Couplers | \$4,210 | 1 | \$4,210 |



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|---------|-----|----------|
| MDF / IDF Materials Hardware & Infrastructure for the IDF locations. (2) 12RU Wall Mount Enclosed 19" Network Racks w/ Glass Locking Doors (2) 2RU Rack Mount Shelf 15" (2) 1RU Cyber Power PDU CPS 1215 15/20 AMP (2) Painted Backboard 4x4 (2) DuraLine Optical Fiber Microduct 4 Way 8.5mm x 6mm eABF | \$1,395 | 1 | \$1,395 |



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|-------------|-----|-------------|
| Optical Fiber & Connectivity Materials | \$16,294.62 | 1 | \$16,294.62 |
| (900') DuraLine Optical Fiber Microduct 4 Way 8.5mm x 6mm eABF | | | |
| (1000') AFL eABF Optical MicroFiber 12F | | | |
| Singlemode Fiber Cable 9/125 micron | | | |
| (800') AFL eABF Optical MicroFiber 24F Singlemode Fiber Cable 9/125 micron | | | |
| (250') OSP Optical Fiber 12F Singlemode OS2 SASJ 9/125 micron | | | |
| (50) DuraLine Microduct Connectors / Couplers 8.5 x 6mm eABF | | | |
| (14) Corning Fan Out Kits 250 micron to 900 micron Build-up Sleeves | | | |
| (6) Optical Fiber Adapter Panels Loaded LC 12F x 6 Duplex UPC | | | |
| (12) Optical Fiber Adapter Panel Blank Modules | | | |
| (4) Optical Fiber Adapter Panels Loaded LC 24F x 12 Duplex UPC | | | |
| (168) Corning Optical Fiber Connectors SMF / LC UPC / 9/125 | | | |
| (20) LC-LC Duplex x 1meter Optical Fiber Patch Cable 9/125 SMF LC UPC | | | |
| (2) Pre-terminated OSP SMF Patch Cables 2F Duplex LC-LC UPC x20M | | | |
| (4) Pre-terminated OSP SMF Patch Cables 2F Duplex LC-LC UPC x30M | | | |
| (1) DIN Rail Strip | | | |
| (6) DIN Rail Mount Fiber Enclosure | | | |
| (3) NEMA Enclosure 24 x 24 x 8 Weatherproof w/ Back Mounting Plane | | | |
| (4) NEMA Enclosure Junction Box 12 x 12 x 6 | | | |
| (2) 1RU Rack Mount Fiber Enclosure x 3 Panel | | | |
| (1) 2RU Rack Mount Fiber Enclosure x 6 Panel | | | |
| Subtotal | | | \$84,793.62 |
| Payment & Performance Surety Bond (3%) | | | +\$2,543.81 |
| Sales Tax (0%) | | | +\$0 |
| Total | | | \$87,337.43 |



Terms & Conditions

GENERAL EXCLUSIONS

1. This proposal covers all that is needed to complete the scope of work listed above. If there are any changes or additions to the labor or material by customer request, those changes will be an additional cost added to the final invoice. All changes will be approved by the customer, before any revisions or additions are made.
2. Unseen Issues: We may encounter some "unseen" issues throughout the installation / connectivity process. If there is a need for additional labor, custom work, or anything not listed in the scope of work above, we will discuss with the customer before any changes are made. Unseen issues can also be defined as any difficulty or barrier obstacle on site that slows down the progress of work or that may cause the need for additional material to overcome. All changes will be discussed with the customer, and approved before any changes are made.
3. Directional Drilling - Due to the directional drilling being subcontracted by Polarity, we ask that once the drilling and underground pathway scope of work is completed, that the city pay in full the remaining balance so that we can pay TEXRAM. The remaining balance will be paid to Polarity when the network infrastructure scope of the project is completed.
4. Due to the aesthetics of the finished plaza area, the City of Burleson agrees to replace all decorative pave stones, bricks, brick inlays, and concrete for walkways that are needed to be removed or disturbed during this project.
5. We understand that the City of Burleson will provide any utility location services that pertain to any city infrastructure, and will also provide all permits required to complete the work as described in this proposal.

50% PAYMENT TERMS

Polarity Networks will invoice for 50% of the total payment before work begins, and will invoice for the balance when all work under the attached scope has been completed. All pricing is based on the material and scope of work listed in this proposal. Final payment will be due (NET 10) from day of completion, and the date will be listed on the final invoice.

NOTE: If the project runs longer than expected, (outside of the control of Polarity Networks) we will submit an invoice for 25% of the remaining balance before the project is completed. If this happens, we will invoice for the remaining 25% balance after completion of our scopes of work.



Agreement

By signing, the Customer agrees to the proposed scope of work, conditions, and payment terms.

Polarity Networks, LLC

 
SIGNATURE
Chris Campbell

Chris Campbell
President / Co-Founder

300 Bailey Street, Suite 200
Fort Worth, Texas 76107

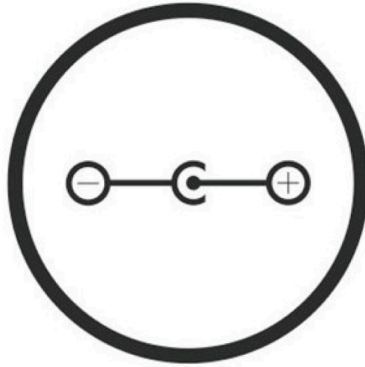
City of Burleson

 
SIGNATURE
Bryan Langley

Bryan Langley
City Manager

141 W Renfro St
Burleson, Texas 76028





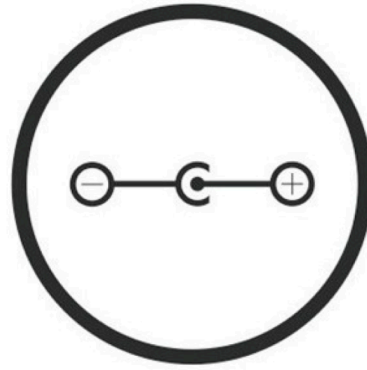
• POLARITY •

NETWORKS

844-410-1800

300 BAILEY AVE. SUITE 200
FORT WORTH, TX 76107

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NETWORKS

City of Burleson Plaza Fiber Connectivity Project

(REV 4) PROPOSAL # 89152

OCTOBER 05, 2022

TIPS Contract #211001-3132

PREPARED FOR

City of Burleson

James Grommersch
Chief Technology Officer

952-261-3221
jgrommersch@burlesontx.com

PREPARED BY

Polarity Networks

Chris Campbell
President / Co-Founder

844-410-1800
chris@polaritynetworks.net

Scope of Work

Polarity Networks to provide all new Cat 6 structured cabling, optical fiber, and conduit pathways for the City Plaza. This network infrastructure is intended to provide network connectivity to security cameras, wireless access points, and audio video equipment for the City of Burleson. Please see attached drawings of the optical fiber and pathway infrastructure layouts as designed in this proposal.

TEXRAM Directional Drilling, Inc, will be a sub-contractor of Polarity Networks, and will be providing all of the underground and buried conduit and vault placements. The price for TEXRAM is included in this proposal with a copy of their quote attached.

Polarity will build out the 3/4" conduit pathways and NEMA box enclosures, and will tie in all underground conduits to each fiber box location. Polarity will also be installing an overhead fiber from the stage pavilion to the depot museum. This fiber will be an OSP singlemode fiber, while all other fiber optic cables will be a jetted microfiber solution. All terminations will be LC SMF UPC.

Polarity to install roughly 900' of eABF 8.5 x 6mm microduct and 2,000' of singlemode fiber in total.

Depot Museum to the Stage Pavilion Fiber Enclosure (12F SMF)

Stage Pavilion to Shade Pavilion (24F SMF)

Stage Pavilion to A/V Studio (12F SMF)

Shade Pavilion to Data Center (24F SMF)

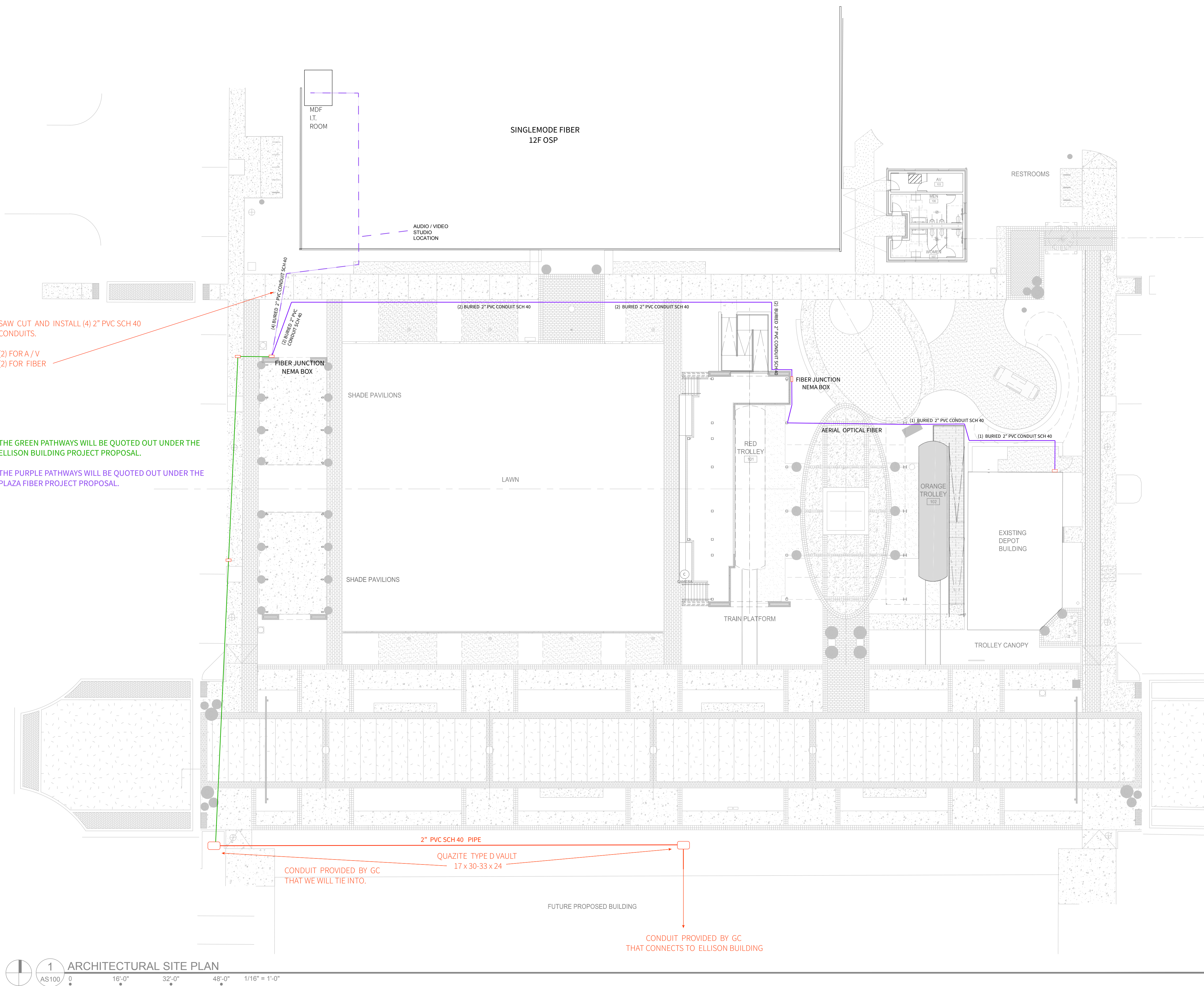
Shade Pavilion to A/V Studio (12F SMF)

There will be Cat 6 cables installed to each network camera and wireless access point, and there will be a 2F fiber cable installed to each studio camera back to the fiber enclosure box in the pavilions.

All cables will be installed to industry standards. All cables will be properly installed, labeled, tested and certified upon completion. The City of Burleson will receive a copy of the "as built" drawings and cable test certifications.

Project Cost

| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|--|----------|-----|----------|
| Directional Drilling & Pathway Installation (Turnkey) TEXRAM Directional Drilling | \$38,700 | 1 | \$38,700 |
| Separate Proposal Attached* | | | |



**BENNETT • BENNER
PARTNERS**
ARCHITECTS + PLANNERS

500 West Seventh Street Suite 1400

Landscape Architects
1306 May Street,
Fort Worth, Texas
(817) 870-9848
Austin • Dallas
Fort Worth • Houston

Project:
**BURLESON OLD
TOWN PLAZA**

PERMIT AND
BID PACKAGE

BURLESON, TEXAS
Project Number:
FW18064



Designed:
Drawn:
Reviewed:
Date Issued:
NOVEMBER 13, 2018
Revisions:

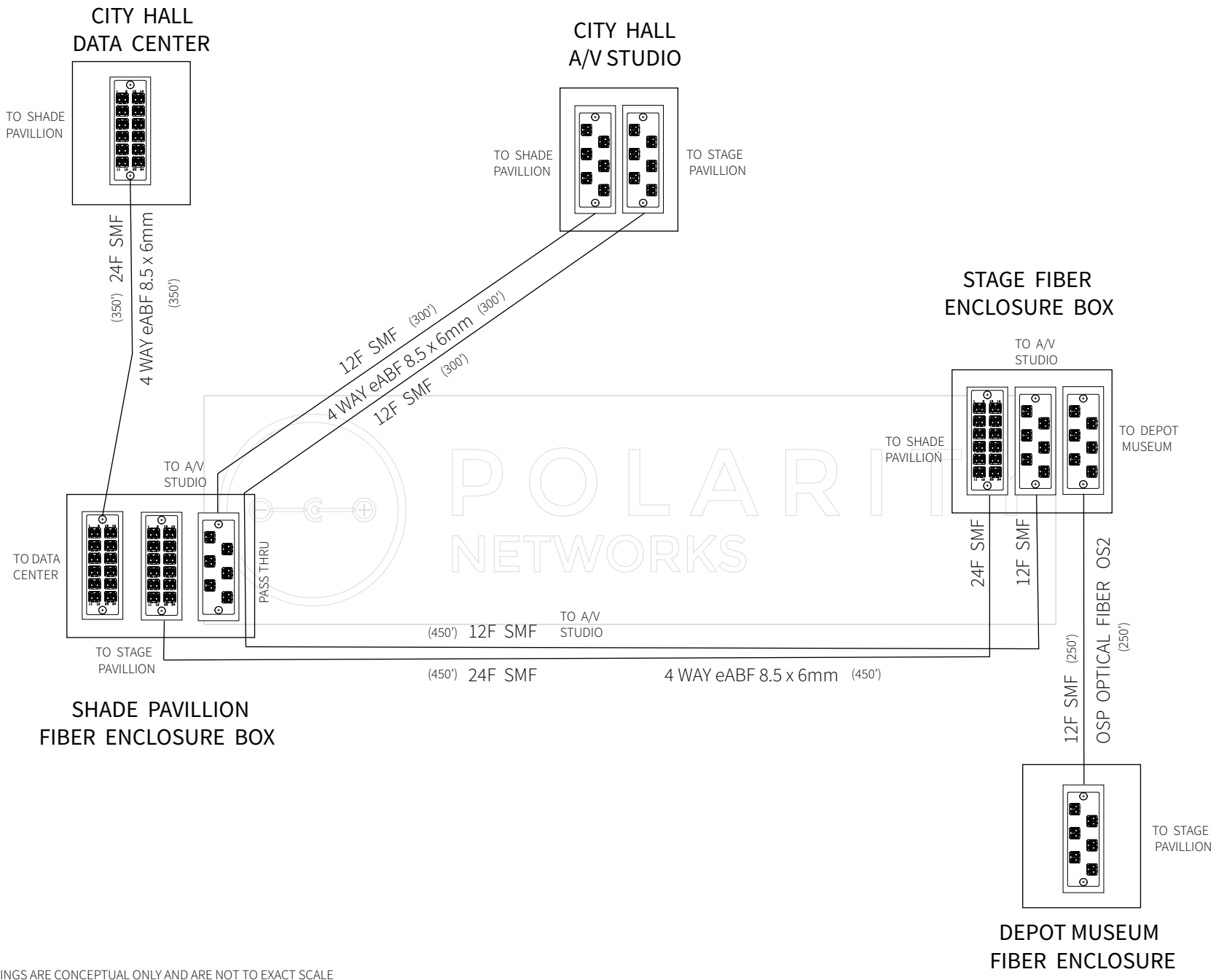
Sheet Title:
**ARCHITECTURAL
SITE PLAN**

Sheet Number:
AS100



| | | |
|-----------|-----------------------------|------------|
| DWG NO: | PROPOSED FIBER CONNECTIVITY | |
| DRAWN: | CHRIS CAMPBELL | 10-05-2022 |
| FOR: | JAMES GROMMERSCH | 10-05-2022 |
| APPROVED: | | 00-00-2022 |

| | |
|---|----|
| 4 | 1. |
|---|----|



NOTE: DRAWINGS ARE CONCEPTUAL ONLY AND ARE NOT TO EXACT SCALE



POLARITY NETWORKS, LLC
300 BAILEY AVENUE, STE 200
FORT WORTH, TX 76107
WWW.POLARITYNETWORKS.NET

THIS DRAWING AND SPECIFICATIONS HEREIN, ARE THE PROPERTY OF POLARITY NETWORKS, LLC AND SHALL NOT BE COPIED, REPRODUCED, USED IN WHOLE OR PART, AS THE BASIS FOR THE MANUFACTURE OR SALE OF ITEMS WITHOUT WRITTEN PERMISSION FROM POLARITY NETWORKS, LLC. THIS DRAWING IS BASED UPON THE LATEST AVAILABLE INFORMATION PROVIDED BY THE CUSTOMER.



TITLE:
HISTORIC PLAZA
CITY OF BURLESON, TX

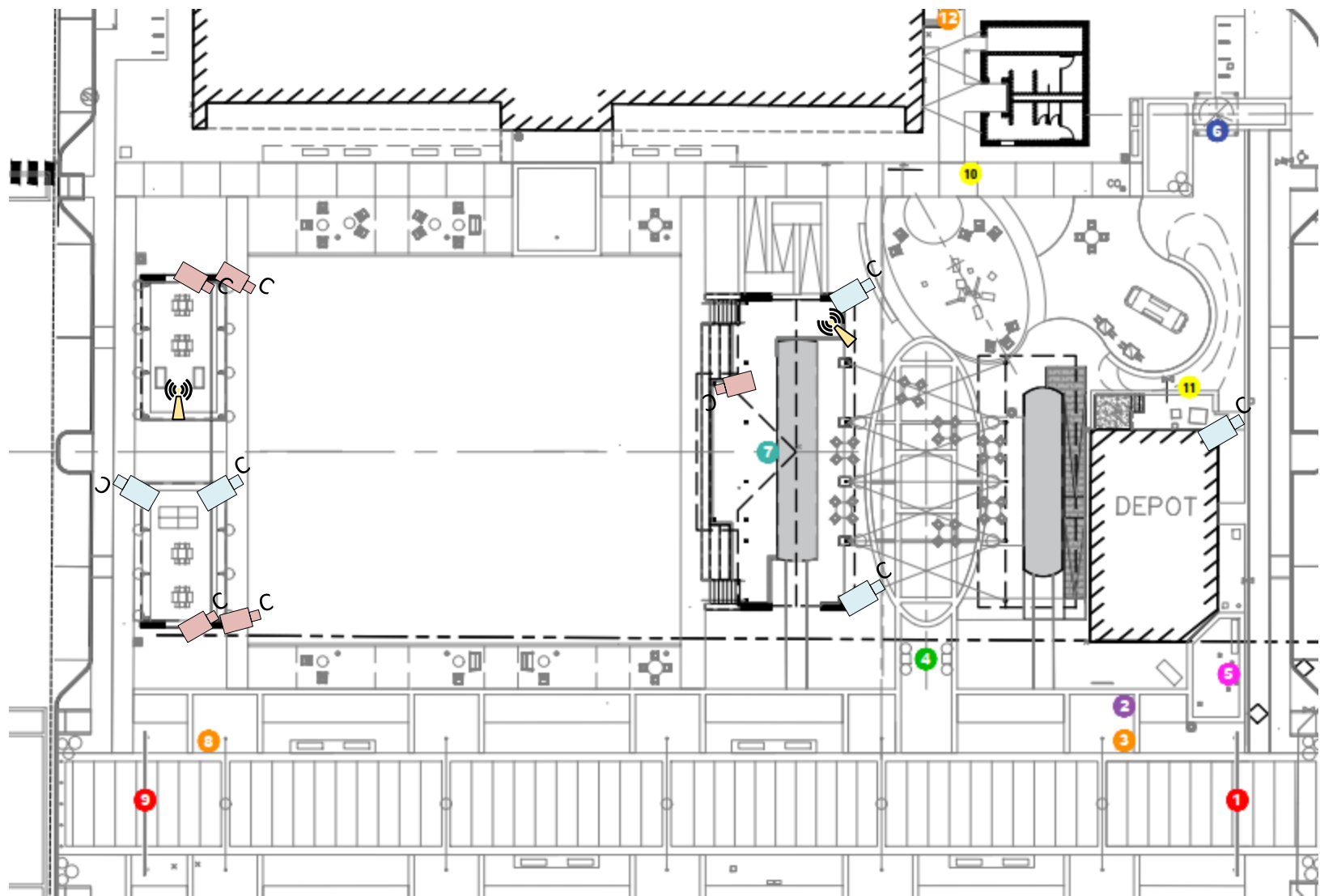
PROJECT: SUBMITTAL DRAWINGS

SHEET 1 OF 1

| | | |
|-----------------------------|-----------------------|-----------------------------|
| DWG NO: | | PROPOSED FIBER CONNECTIVITY |
| DRAWN: CHRIS CAMPBELL | | 10-05-2022 |
| SITE SURVEY: CHRIS CAMPBELL | | 09-28-2022 |
| 1 | FOR: JAMES GROMMERSCH | 10-05-2022 |

REV.

205



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|-------|-----|----------|
| Optical Fiber Installation (Labor) Polarity Networks to provide all optical fiber installations end to end. This includes the OSP fiber from the museum depot to the stage pavilion, from the stage pavilion to the shade pavilion, from shade pavilion to the data center, and from the camera locations to the studio office. Once all microducts have been pulled into place, we will "jet" in the eABF fiber and install the overhead OSP fiber. We estimate 4 techs for 2 days to get all optical fiber cables pulled in to each location. | \$95 | 64 | \$6,080 |
| Optical Fiber Terminations & Testing (Labor) Polarity Networks to provide all prep work, optical fiber terminations, and test certifications. There will be a total of 168 terminations. We estimate 4 techs for 3 days to get all optical fiber cables terminated and tested. Polarity will work with the technology staff to patch in fiber cables. | \$95 | 72 | \$6,840 |
| EMT Conduit Installation (Labor) Polarity Networks to have 4 Techs for 3-4 days to complete all of the vertical and horizontal conduit runs that will connect the cameras, and WAP devices under the shade and stage pavilions. Polarity Networks to also build out conduit that will provide a pathway up each end of the stage and pavilion support columns to traverse the courtyard seating area between the train cars. Polarity Networks will provide and install 3/8" messenger wire and eye bolt supports for the aerial fiber run. | \$95 | 96 | \$9,120 |
| Outdoor Cat 6 Installation (Labor) Polarity Networks to install (7) OSP C6 cables through outdoor conduits and to route and lace through junction boxes to each device and to the NEMA enclosures. All cables will be properly terminated, labeled and tested on completion. | \$250 | 7 | \$1,750 |



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|---------|-----|----------|
| Outdoor Cat 6 Materials (2) Outside Plant Cat 6 UTP Cable - UV Rated / CMR (2) DIN Rail Mount Cat 6 Patch Panel x 8 Port (7) Cat 6 Connectors Male RJ45 8P8C (7) Cat 6 Jack Female RJ45 8P8C (Black) | \$404 | 1 | \$404 |
| EMT Conduit & Pathway Materials EMT conduit & misc materials to connect all camera and A/P devices back to the NEMA fiber boxes. These pathways will run up and overhead through the shade and stage pavilions. (72) 3/4" EMT Conduit Straight Section 10' (72) 3/4" EMT Conduit Compression Couplers (40) 3/4" EMT Conduit Compression Connectors w/ Lock Washers (48) 4x4 Square EMT Metal Boxes (48) 4x4 Square EMT Metal Covers (120) 3/4" EMT Conduit Straps (120) Masonry / Concrete Fasteners (6) Unistrut Channel 10' Section (6) Unistrut Channel 3/4" Pipe Straps (8) 2" EMT Conduit Straight Section 10' (10) 6" Stainless Steel Tie Straps (Pkg of 10) (50') Stainless Steel Messenger Wire 3/8" with Mounting Hardware and Wire Fasteners (100') 3/4" SealTight Metallic Flex Rubber Coated Tubing (20) 3/4" SealTight Connectors & Couplers | \$4,210 | 1 | \$4,210 |



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|---------|-----|----------|
| MDF / IDF Materials Hardware & Infrastructure for the IDF locations. (2) 12RU Wall Mount Enclosed 19" Network Racks w/ Glass Locking Doors (2) 2RU Rack Mount Shelf 15" (2) 1RU Cyber Power PDU CPS 1215 15/20 AMP (2) Painted Backboard 4x4 (2) DuraLine Optical Fiber Microduct 4 Way 8.5mm x 6mm eABF | \$1,395 | 1 | \$1,395 |



| DESCRIPTION | PRICE | QTY | SUBTOTAL |
|---|-------------|-----|-------------|
| Optical Fiber & Connectivity Materials | \$16,294.62 | 1 | \$16,294.62 |
| (900') DuraLine Optical Fiber Microduct 4 Way 8.5mm x 6mm eABF | | | |
| (1000') AFL eABF Optical MicroFiber 12F | | | |
| Singlemode Fiber Cable 9/125 micron | | | |
| (800') AFL eABF Optical MicroFiber 24F Singlemode Fiber Cable 9/125 micron | | | |
| (250') OSP Optical Fiber 12F Singlemode OS2 SASJ 9/125 micron | | | |
| (50) DuraLine Microduct Connectors / Couplers 8.5 x 6mm eABF | | | |
| (14) Corning Fan Out Kits 250 micron to 900 micron Build-up Sleeves | | | |
| (6) Optical Fiber Adapter Panels Loaded LC 12F x 6 Duplex UPC | | | |
| (12) Optical Fiber Adapter Panel Blank Modules | | | |
| (4) Optical Fiber Adapter Panels Loaded LC 24F x 12 Duplex UPC | | | |
| (168) Corning Optical Fiber Connectors SMF / LC UPC / 9/125 | | | |
| (20) LC-LC Duplex x 1meter Optical Fiber Patch Cable 9/125 SMF LC UPC | | | |
| (2) Pre-terminated OSP SMF Patch Cables 2F Duplex LC-LC UPC x20M | | | |
| (4) Pre-terminated OSP SMF Patch Cables 2F Duplex LC-LC UPC x30M | | | |
| (1) DIN Rail Strip | | | |
| (6) DIN Rail Mount Fiber Enclosure | | | |
| (3) NEMA Enclosure 24 x 24 x 8 Weatherproof w/ Back Mounting Plane | | | |
| (4) NEMA Enclosure Junction Box 12 x 12 x 6 | | | |
| (2) 1RU Rack Mount Fiber Enclosure x 3 Panel | | | |
| (1) 2RU Rack Mount Fiber Enclosure x 6 Panel | | | |
| Subtotal | | | \$84,793.62 |
| Payment & Performance Surety Bond (3%) | | | +\$2,543.81 |
| Sales Tax (0%) | | | +\$0 |
| Total | | | \$87,337.43 |



Terms & Conditions

GENERAL EXCLUSIONS

1. This proposal covers all that is needed to complete the scope of work listed above. If there are any changes or additions to the labor or material by customer request, those changes will be an additional cost added to the final invoice. All changes will be approved by the customer, before any revisions or additions are made.
2. Unseen Issues: We may encounter some "unseen" issues throughout the installation / connectivity process. If there is a need for additional labor, custom work, or anything not listed in the scope of work above, we will discuss with the customer before any changes are made. Unseen issues can also be defined as any difficulty or barrier obstacle on site that slows down the progress of work or that may cause the need for additional material to overcome. All changes will be discussed with the customer, and approved before any changes are made.
3. Directional Drilling - Due to the directional drilling being subcontracted by Polarity, we ask that once the drilling and underground pathway scope of work is completed, that the city pay in full the remaining balance so that we can pay TEXRAM. The remaining balance will be paid to Polarity when the network infrastructure scope of the project is completed.
4. Due to the aesthetics of the finished plaza area, the City of Burleson agrees to replace all decorative pave stones, bricks, brick inlays, and concrete for walkways that are needed to be removed or disturbed during this project.
5. We understand that the City of Burleson will provide any utility location services that pertain to any city infrastructure, and will also provide all permits required to complete the work as described in this proposal.

50% PAYMENT TERMS

Polarity Networks will invoice for 50% of the total payment before work begins, and will invoice for the balance when all work under the attached scope has been completed. All pricing is based on the material and scope of work listed in this proposal. Final payment will be due (NET 10) from day of completion, and the date will be listed on the final invoice.

NOTE: If the project runs longer than expected, (outside of the control of Polarity Networks) we will submit an invoice for 25% of the remaining balance before the project is completed. If this happens, we will invoice for the remaining 25% balance after completion of our scopes of work.



Agreement

By signing, the Customer agrees to the proposed scope of work, conditions, and payment terms.

Polarity Networks, LLC

 
SIGNATURE
Chris Campbell

Chris Campbell
President / Co-Founder

300 Bailey Street, Suite 200
Fort Worth, Texas 76107

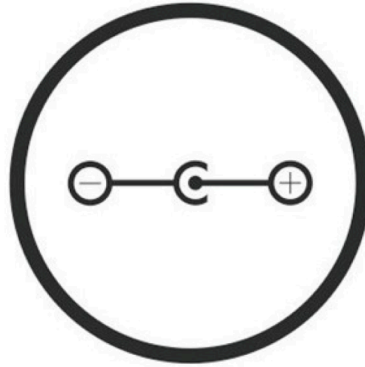
City of Burleson

 
SIGNATURE
James Grommersch

James Grommersch
Chief Technology Officer

550 NW Summercrest Blvd.
Burleson, Texas 76028





• POLARITY •

NETWORKS

844-410-1800

300 BAILEY AVE. SUITE 200
FORT WORTH, TX 76107

POLARITYNETWORKS.NET

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: November 14, 2022

SUBJECT:

Consider approval of a minute order for the Aruba networking hardware and central licenses from CDW-G, LLC, through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and authorize the City Manager to approve the reoccurring maintenance and support associated with the hardware licensing for five years in an amount not to exceed \$38,992.57 (*Staff Contact: James Grommersch, Chief Technology Officer*)

SUMMARY:

As the City continues to improve the network infrastructure at the plaza, there is a need to purchase physical hardware to support the technology needs. These switches and access points will allow for better wireless coverage for staff and guests, better security camera coverage, and future-proofing the location. The hardware is also required to operate the camera system for the Public Information Office. The cost for the needed fiber improvements, including this hardware purchase, places the work over the \$50,000 approval limit requiring council approval. By utilizing CDW-G, BTX-IT can take advantage of additional discounts offered through the DIR contract directly through HPE to CDW-G.

OPTIONS:

- 1) Approve the purchase order
- 2) Deny the purchase order

RECOMMENDATION:

Consider approval of a Purchase Order for the Aruba networking hardware from CDW-G, LLC, through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and authorize the City Manager to approve the reoccurring maintenance and support associated with the hardware licensing for five years in an amount not to exceed \$38,992.57 including contingency STATE CONTRACT DIR-TSO-4160

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

FISCAL IMPACT:

This is a budgeted item in 504-1511-412-6608 in the amount of \$38,992.57.

STAFF CONTACT:

James Grommersch
Chief Technology Officer
jgrommersch@burlesontx.com
817-426-9672



Information Technology

Plaza Networking Hardware

City Council

November 14, 2022

Fiber Hardware

As the City continues to improve the network infrastructure at the plaza, purchasing physical hardware and central management licensing is required

These switches and access points will allow for better wireless coverage for staff and guests, better security camera coverage, and future-proofing the location. The hardware is also required to operate the camera system for the Public Information Office.



Fiber Hardware

The cost for the needed fiber improvements, including this hardware purchase, places the work over the \$50,000 approval limit requiring council approval.

By utilizing CDW-G, BTX-IT can take advantage of additional discounts offered through the DIR contract directly through HPE to CDW-G.



Fiber Hardware

Staff Recommendation:

- Consider approval of a Purchase Order for the Aruba networking hardware from CDW-G, LLC, through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) and authorize the City Manager to approve the reoccurring maintenance and support associated with the hardware licensing for five years in an amount not to exceed \$38,992.57 including contingency STATE CONTRACT DIR-TSO-4160

Questions / Comments





Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

SCOTT HEISEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES:

Heres the updated quote. Please let me know if you have any questions or concerns!

I can provide internal lead times upon request. We have more warehouse space and closer partnerships than any other vendor.

Kind Regards,

Thomas Beckman
CDW-G 312.705.0226 Thomas.Beckman@cdwg.com

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| NBSL186 | 10/28/2022 | ARUBA | 3925793 | \$27,837.09 |

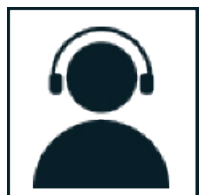
| QUOTE DETAILS | | | | |
|--|-----|---------|------------|-------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| HPE Aruba Central Foundation - subscription license (1 year) - 1 switch (12 Mfg. Part#: Q9Y68AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 6 | 6491037 | \$100.16 | \$600.96 |
| HPE Aruba Central Foundation - subscription license (1 year) - 1 switch (48 Mfg. Part#: Q9Y78AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 1 | 6533698 | \$275.45 | \$275.45 |
| HPE Aruba 4100i - switch - 12 ports Mfg. Part#: JL817A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 4 | 6659286 | \$2,919.18 | \$11,676.72 |
| HPE Aruba - SFP (mini-GBIC) transceiver module - Gige Mfg. Part#: J4858D UNSPSC: 43201553 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | 14 | 4921521 | \$142.73 | \$1,998.22 |

QUOTE DETAILS (CONT.)

| | | | | |
|---|---|---------|------------|------------|
| HPE Aruba - power supply - 240 Watt | 4 | 6659287 | \$900.94 | \$3,603.76 |
| Mfg. Part#: JL819A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba 6100 12G Class4 PoE 2G 2SFP+ 139W Switch - switch - 16 ports - ma | 2 | 6404572 | \$936.00 | \$1,872.00 |
| Mfg. Part#: JL679A#ABA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba 6300F - switch - 24 ports - managed - rack-mountable | 1 | 5914429 | \$4,236.30 | \$4,236.30 |
| Mfg. Part#: JL666A#ABA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba AP-270-MNT-H2 - Network Device Wall Ceiling Mount Kit | 2 | 4360935 | \$43.40 | \$86.80 |
| Mfg. Part#: JW055A UNSPSC: 31162313 Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba AP-577 (US) - wireless access point - Bluetooth, Wi-Fi 6 | 2 | 6073916 | \$1,650.44 | \$3,300.88 |
| Mfg. Part#: R4H23A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |
| HPE Aruba Central Foundation - subscription license (1 year) - 1 access poi | 2 | 6484561 | \$93.00 | \$186.00 |
| Mfg. Part#: Q9Y58AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160) | | | | |

| | |
|--------------------|--------------------|
| SUBTOTAL | \$27,837.09 |
| SHIPPING | \$0.00 |
| SALES TAX | \$0.00 |
| GRAND TOTAL | \$27,837.09 |

| PURCHASER BILLING INFO | DELIVER TO |
|--|--|
| Billing Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Payment Terms: Master Card | Shipping Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Shipping Method: DROP SHIP-GROUND |
| | Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 |



Sales Contact Info

Thomas Beckman | (877) 865-2621 | thomas.beckman@cdwg.com

LEASE OPTIONS

| FMV TOTAL | FMV LEASE OPTION | BO TOTAL | BO LEASE OPTION |
|-------------|------------------|-------------|-----------------|
| \$27,837.09 | \$752.99/Month | \$27,837.09 | \$867.68/Month |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



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<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: November 14, 2022

SUBJECT:

Consider approval of a minute order authorizing the purchase of Cisco Duo Multi-Factor Authentication from CDW-G, LLC through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$192,037.19 for five years. *(Staff Contact: James Grommersch, Chief Technology Officer)*

SUMMARY:

Multifactor authentication (MFA) is needed to provide an additional layer of security to the City's network resources and applications. The MFA tool is either a physical or software token installed on a phone given to a staff member needing to access city resources or 3rd party resources either on-site or from home, depending on its classification. Adding Cisco Duo will help improve the City's Cyber Security posture, defense-in-depth strategy, and insurance plan. The Cisco Duo project is part of the overall BTX-IT Network Architecture improvements that were briefed to Council on June 20th, 2022. Cisco duo is a planned event in the FY22-23 budget and is within the departmental budget. Cisco Duo will help to ensure that accounts are better secured and managed for the city and prevent unauthorized access to the City of Burleson's technology resources. Cisco Duo is only sold by direct resellers, and by utilizing CDW-G, BTX-IT can take advantage of additional discounts and implementation services offered directly by CDW-G.

OPTIONS:

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

RECOMMENDATION:

Approve a minute order authorizing the purchase of Cisco Duo hardware and management software from CDW-G, LLC through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$192,037.19 for five years.

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

FISCAL IMPACT:

This is a budgeted item in 504-1511-412-6608 in the amount of \$192,037.19.

STAFF CONTACT:

James Grommersch
Chief Technology Officer
jgrommersch@burlesontx.com
817-426-9672



Information Technology

Cisco Duo: Multifactor Authentication

City Council

Novem 14th, 2022

Cisco Duo

Multifactor authentication (MFA) is needed to provide an additional layer of security to the City's network resources and applications.

Adding Cisco Duo will help improve the City's Cyber Security posture, defense-in-depth strategy, and insurance plan.



Cisco Duo

The MFA tool is either a physical or software token on the phone given to a staff member needing to access city resources or 3rd party resources either on-site or from home, depending on its classification.

Cisco Duo will help to ensure that accounts are better secured and managed for the city and prevent unauthorized access to the City of Burleson's technology resources.



Wireless Infrastructure Upgrades

The Cisco Duo project is part of the overall BTX-IT Network Architecture improvements that were briefed to Council on June 20th, 2022. Cisco duo is a planned event in the FY22-23 budget and is within the departmental budget.

Cisco Duo is only sold by direct resellers, and by utilizing CDW-G through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR), BTX-IT can take advantage of additional discounts and implementation services offered directly by CDW-G.

Requested Council Action

- ❖ Approve a minute order with CDW-G, LLC., for the purchase of Cisco duo hardware and management software through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount not to exceed \$192,037.19 for five years (*Staff Contact: James Grommersch, Chief Technology Officer*)

Questions / Comments





Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JAMES GROMMERSCH,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| NBJB360 | 10/17/2022 | DUO - UPDATED | 3925793 | \$49,996.58 |

| QUOTE DETAILS | | | | |
|--|-----|---------|-------------|-------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Cisco Duo Security Standard Access - license - 1 license Mfg. Part#: DUO-ACCESS Electronic distribution - NO MEDIA Contract: MARKET | 635 | 5859866 | \$52.02 | \$33,032.70 |
| Cisco Duo Security Premium - technical support Mfg. Part#: SVS-DUO-SUP-P-10K Electronic distribution - NO MEDIA Contract: MARKET | 1 | 5859870 | \$14,542.28 | \$14,542.28 |
| Cisco hardware token Mfg. Part#: DUO-TOKEN Contract: MARKET | 120 | 5877067 | \$20.18 | \$2,421.60 |

| | |
|--------------------|--------------------|
| SUBTOTAL | \$49,996.58 |
| SHIPPING | \$0.00 |
| SALES TAX | \$0.00 |
| GRAND TOTAL | \$49,996.58 |

| PURCHASER BILLING INFO | DELIVER TO |
|--|--|
| Billing Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Payment Terms: Master Card | Shipping Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Shipping Method: DROP SHIP-GROUND |
| Please remit payments to: | |
| CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |



Sales Contact Info

Thomas Beckman | (877) 865-2621 | thomas.beckman@cdwg.com

| LEASE OPTIONS | | | |
|---------------|------------------|-------------|------------------|
| FMV TOTAL | FMV LEASE OPTION | BO TOTAL | BO LEASE OPTION |
| \$49,996.58 | \$1,352.41/Month | \$49,996.58 | \$1,558.39/Month |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
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- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

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This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: Hugo Rodriguez, Deputy Director
MEETING: November 14, 2022

SUBJECT:

Consider approval of a minute order with Central Square for annual software maintenance of One Solution Public Safety software for three years in the amount not to exceed \$ 552,268.35.
(Staff Contact: Hugo Rodriguez, Deputy Director, IT)

SUMMARY:

The City purchased One Solution Public Safety software from Central Square in October 2008, including the following modules that support the City of Burleson Public Safety Departments and Consortium.

- Computer-Aided Dispatch (CAD)
- Records Management System
- Mobile Field Reporting
- Property & Evidence
- Crime Analysis

The annual software maintenance fees cover extended software support, upgrades, and software releases for up to the next three years. Continuing maintenance on the current software application is needed while the City transitions to its next public safety software package, which is expected to start in February 2023 and will replace all functionalities in One Solution for the City. The annual cost for One Solution is expected to decrease as modules are activated in the new CAD system, and we can choose not to renew should the CAD be implemented in less than three years.

The One Solution software accommodates multiple agencies in the area that are a part of the Public Safety Consortium. Each of those agencies pays for their individual software licenses and pays a portion to the consortium to cover the annual software maintenance fees for the core software. The contributions of these members total \$30,000, which goes to the annual software maintenance fees each fiscal year.

Consortium Members:

- Alvarado PD
- Joshua PD
- Grandview PD
- Venus PD
- Keene PD
- Cleburne PD
- Johnson County Sheriff's Office
- Emergency Services District (ESD)

The Consortium is dissolving, and members are moving to other CAD options and are expected to migrate their data to their respective solutions.

OPTIONS:

- 1) Approve the minute order with Central Square
- 2) Deny the minute order

RECOMMENDATION:

Approve the minute order with Central Square for annual software maintenance of One Solution Public Safety software for up to three years in the amount not to exceed \$ 552,268.35.

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

FISCAL IMPACT:

This item is budgeted in 504-1511-412-4204 in the amount of \$552,268.35.

STAFF CONTACT:

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



Information Technology

One Solution Public Safety Software Annual Maintenance

City Council

November 14, 2022

One Solution Public Safety Software

The City purchased One Solution Public Safety software from Central Square in October 2008, including the following modules that support the City of Burleson Public Safety Departments and Consortium.

- Computer-Aided Dispatch (CAD)
- Records Management System
- Mobile Field Reporting
- Property & Evidence
- Crime Analysis



One Solution Public Safety Software

The annual software maintenance fees cover extended software support, upgrades, and software releases for up to the next three years.

Continuing maintenance on the current software application is needed while the City transitions to its next public safety software package, which is expected to start in February 2023 and will replace all functionalities in One Solution for the City.

One Solution Public Safety Software

The annual cost for One Solution is expected to decrease as modules are activated in the new CAD system, and we can choose not to renew should the CAD be implemented in less than three years.

The One Solution software accommodates multiple agencies in the area that are a part of the Public Safety Consortium.

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One Solution Public Safety Software

The contributions of these members total \$30,000, which goes to the annual software maintenance fees each fiscal year.

Public Safety Consortium Members:

- Alvarado PD
- Joshua PD
- Grandview PD
- Venus PD
- Keene PD
- Cleburne PD
- Johnson County Sheriff's Office
- Emergency Services District (ESD)

One Solution Public Safety Software

Staff Recommendation:

- Approve the minute order with Central Square for annual software maintenance of One Solution Public Safety software for up to three years in the amount not to exceed \$ 552,268.35.

Questions / Comments



Superior, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Burleson Police Department
Paul Bradley
1161 SW. Wilshire Blvd.
Burleson TX 76028
United States

Ship To

Burleson Police Department
Paul Bradley
1161 SW. Wilshire Blvd.
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United States

| Customer No | Customer Name | Customer PO # | Currency | Terms | Due Date |
|-------------|----------------------------|---------------|----------|--------|-----------|
| 5868LG | Burleson Police Department | | USD | Net 30 | 9/30/2022 |

| | Description | Units | Rate | Extended |
|----------------------|---|-------|------------|------------|
| Contract No. Q-99081 | | | | |
| 1 | ONESolution MFR Client-Property & Evidence Voucher Annual MA - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$0.00 | \$0.00 |
| 2 | ONESolution NaviLine Court System Citation Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,344.30 | \$2,344.30 |
| 3 | JMS-MS DISPLAY - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$4,102.54 | \$4,102.54 |
| 4 | ONESolution TDEX Interface - Annual Subscription Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$351.62 | \$351.62 |
| 5 | ONESolution Police-to-Police - Annual Subscription Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$0.00 | \$0.00 |
| 6 | ONESolution CAD Resource Monitor Display License With Maps - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 6 | \$263.73 | \$1,582.38 |
| 7 | ONESolution E911 Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,450.54 | \$1,450.54 |
| 8 | ONESolution Alpha Numeric Paging - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,450.54 | \$1,450.54 |
| 9 | ONESolution Pagegate Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$263.73 | \$263.73 |

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| 10 | ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,186.83 | \$1,186.83 |
| 11 | ONESolution CAD Map Display & Map Maint Software Lic - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 5 | \$395.61 | \$1,978.04 |
| 12 | ONESolution Rip & Run Printing/Faxing - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,450.54 | \$1,450.54 |
| 13 | ONESolution CAD to ACS FIREHOUSE RMS Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,450.54 | \$1,450.54 |
| 14 | ONESolution Map Converter Software - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$923.08 | \$923.08 |
| 15 | ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$16,058.54 | \$16,058.54 |
| 16 | ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,523.79 | \$1,523.79 |
| 17 | ONESolution Accident - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,172.16 | \$1,172.16 |
| 18 | ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$4,102.54 | \$4,102.54 |

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| 19 | ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$5,274.70 | \$5,274.70 |
| 20 | ONESolution MCT Client-Digital Dispatch - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 50 | \$233.25 | \$11,662.67 |
| 21 | ONESolution RMS Map Display & Pin Mapping License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,875.45 | \$1,875.45 |
| 22 | ONESolution Notification - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,813.17 | \$2,813.17 |
| 23 | ONESolution Residential Security Watch - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,054.92 | \$1,054.92 |
| 24 | ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$373.63 | \$373.63 |
| 25 | ONESolution Accident Wizard Base Server License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,172.16 | \$1,172.16 |
| 26 | ONESolution Accident Wizard - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 40 | \$35.16 | \$1,406.46 |
| 27 | ONESolution MCT Client-MAPS - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 50 | \$46.89 | \$2,344.52 |

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| | Description | Units | Rate | Extended |
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| 28 | ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 40 | \$117.23 | \$4,689.07 |
| 29 | ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 40 | \$70.34 | \$2,813.43 |
| 30 | ONESolution MFR Client-Arrest Affidavit - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 40 | \$35.16 | \$1,406.46 |
| 31 | ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 33 | \$233.23 | \$7,696.52 |
| 32 | ONESolution RMS Training Module - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$820.52 | \$820.52 |
| 33 | ONESolution Professional Standards - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$4,102.54 | \$4,102.54 |
| 34 | ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 35 | \$117.23 | \$4,102.93 |
| 35 | ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 12 | \$117.23 | \$1,406.73 |
| 36 | ONESolution Crime Analysis - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,930.40 | \$2,930.40 |
| 37 | ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,289.39 | \$1,289.39 |

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| | Description | Units | Rate | Extended |
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| 38 | ONESolution MCT Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 16 | \$79.12 | \$1,265.86 |
| 39 | ONESolution CAD Client AVL License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 6 | \$527.49 | \$3,164.92 |
| 40 | ONESolution Asset Management - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$351.62 | \$351.62 |
| 41 | ONESolution Bike Registration - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$351.62 | \$351.62 |
| 42 | ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 50 | \$35.16 | \$1,758.09 |
| 43 | ONESolution MCT Client AVL License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$0.00 | \$0.00 |
| 44 | ONESolution Calls For Service - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$351.62 | \$351.62 |
| 45 | ONESolution Document Scanning and Storage - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,344.30 | \$2,344.30 |
| 46 | ONESolution MCT to ACS FIREHOUSE Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,978.02 | \$1,978.02 |
| 47 | ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,227.08 | \$2,227.08 |

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| 48 | ONESolution Generic Permit - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$586.09 | \$586.09 |
| 49 | ONESolution CAD OpCenter - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$4,102.54 | \$4,102.54 |
| 50 | ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$4,102.54 | \$4,102.54 |
| 51 | ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,930.40 | \$2,930.40 |
| 52 | ONESolution Problem-Oriented Policing - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$586.09 | \$586.09 |
| 53 | ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,846.14 | \$1,846.14 |
| 54 | ONESolution Barcoding Hand-Held Client License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$373.91 | \$373.91 |
| 55 | ONESolution Quartermaster - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,289.39 | \$1,289.39 |
| 56 | ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,318.67 | \$1,318.67 |
| 57 | ONESolution Sex Offender - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$3,516.46 | \$3,516.46 |

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| | Description | Units | Rate | Extended |
|----|---|--------------|-------------|-----------------|
| 58 | ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,930.40 | \$2,930.40 |
| 59 | ONESolution Racial Profiling - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,172.16 | \$1,172.16 |
| 60 | ONESolution MFR Client-Problem-Oriented Policing - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 27 | \$44.63 | \$1,205.05 |
| 61 | ONESolution Daily Activity - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$178.51 | \$178.51 |
| 62 | ONESolution Jail Management System - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$3,516.46 | \$3,516.46 |
| 63 | ONESolution Mugshot Capture Station Software - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$820.52 | \$820.52 |
| 64 | ONESolution Mugshot Capture Station Software - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,289.39 | \$1,289.39 |
| 65 | ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$5,274.70 | \$5,274.70 |
| 66 | ONESolution Computer-Aided Dispatch System - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$12,685.66 | \$12,685.66 |

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| | Description | Units | Rate | Extended |
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| 67 | ONESolution CAD Console License - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 3 | \$1,028.57 | \$3,085.71 |
| 68 | ONESolution Incode Court to RMS Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,531.54 | \$1,531.54 |
| 69 | ONESolution Incode Courts System Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$2,042.05 | \$2,042.05 |
| 70 | ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$155.59 | \$155.59 |
| 71 | ONESolution Applicant Tracking - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$914.06 | \$914.06 |
| 72 | ONESolution CAD to ONESolution CAD Base Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$463.05 | \$463.05 |
| 73 | ONESolution MFR Client-Racial Profiling - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 25 | \$38.90 | \$972.41 |
| 74 | ONESolution Freedom Premium - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$0.00 | \$0.00 |
| 75 | ONESolution ImageTrend CAD Export Interface - Annual Maintenance Fee Maintenance: Start:10/1/2022, End: 9/30/2023 | 1 | \$1,874.25 | \$1,874.25 |



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Invoice

| <i>Invoice No (1 of 1)</i> | <i>Date</i> | <i>Page</i> |
|----------------------------|-------------|-------------|
| 360346 | 8/3/2022 | 9 of 9 |

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| <i>Customer No</i> | <i>Customer Name</i> | <i>Customer PO #</i> | <i>Currency</i> | <i>Terms</i> | <i>Due Date</i> |
|--------------------|----------------------------|----------------------|-----------------|--------------|-----------------|
| 5868LG | Burleson Police Department | | USD | Net 30 | 9/30/2022 |

**Please include invoice number(s) on your remittance advice,
made payable to Superion, LLC**

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal \$175,184.25

Tax \$0.00

Invoice Total \$175,184.25

Payments Applied \$0.00

Balance Due **\$175,184.25**

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: November 14, 2022

SUBJECT:

Consider approval of minute order authorizing the purchase of wholesale fuel from Mansfield Oil Company of Gainesville, through an Interlocal agreement with the City of Fort Worth, in an amount not to exceed \$70,000. (*Staff Contact: Eric Oscarson, Director of Public Works*)

SUMMARY:

City Council authorized the purchase of bulk fuel from Mansfield Oil of Gainesville through a contract with the City of Fort Worth in November of 2021 for calendar year 2022. This authorization was for a total amount of \$425,375.00 for retail and bulk fuel operations. From the time of authorization in November 2021, fuel prices have increased. This increase has caused operations to meet the spending cap authorized by Council prior to the end of the calendar year. As a result, staff is requesting an increase in the contract authorization in an amount not to exceed \$70,000, to provide for fuel purchases for the remainder of the year. This increase is solely related to contract authorization, and there is sufficient funding in the budget to cover the anticipated expenditures.

OPTIONS:

- 1) Approve a minute order authorizing the purchase of wholesale fuel from Mansfield Oil Company of Gainesville, through an Interlocal agreement with the City of Fort Worth, in an amount not to exceed \$70,000.
- 2) Deny a minute order authorizing the purchase of wholesale fuel from Mansfield Oil Company of Gainesville, through an Interlocal agreement with the City of Fort Worth, in an amount not to exceed \$70,000.

RECOMMENDATION:

Approve a minute order authorizing the purchase of wholesale fuel from Mansfield Oil Company of Gainesville, through an Interlocal agreement with the City of Fort Worth, in an amount not to exceed \$70,000.

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

On November 08, 2021 council approved a contract with Mansfield Oil Company of Gainesville, through an Interlocal agreement with the City of Fort Worth, in the amount not to exceed \$425,375.00.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Equipment Replacement Fund

Full Account #s: 501-4051-542-6403

Amount: \$70,000

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

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

FUEL PURCHASE

ERIC OSCARSON, DIRECTOR OF PUBLIC WORKS
NOVEMBER 14, 2022



2022 FUEL CONTRACT

- **FUEL**

- From the time of authorization in November 2021, fuel prices have increased. This increase has caused operations to meet the spending cap authorized by Council.

- **CONTRACT**

- Fuel Purchases from January 2022 thru the end of December 2022
- Current Contract Amount of \$425,375.

- **ADDITIONAL NEEDS**

- \$70,000 more authorization needed for remainder of the calendar year.
- Additional Funds are not needed as staff anticipates current budget is sufficient.



FUTURE STEPS FOR FUEL

**FORT WORTH TO RENEW
CONTRACT**

**BRING 2023 FUEL PURCHASE TO COUNCIL IN
DECEMBER 2022**

**COUNCIL TO CONSIDER APPROVAL
OF THE RENEWAL OF THE CONTRACT**

OPTIONS

APPROVAL RECOMMENDED



APPROVE

Approve a minute order authorizing the purchase of wholesale fuel from Mansfield Oil Company of Gainesville through an Interlocal agreement with the City of Fort Worth in an amount not to exceed \$70,000.



DENY

Deny a minute order authorizing the purchase of wholesale fuel from Mansfield Oil Company of Gainesville through an Interlocal agreement with the City of Fort Worth in an amount not to exceed \$70,000.



City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director

MEETING: November 14, 2022

SUBJECT:

Ordinance Modification for text amendments to Section 100-115 of Article IV – Overlay Zoning Districts of Appendix B, of the Code of Ordinances of the City of Burleson (Case 22-124): Hold a public hearing and consider approval of an ordinance amendment to add “restaurant or cafeteria (drive through type)” to the list of allowable uses with a specific use permit, with conditions within the Old Town Overlay District. (First Reading) *(Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On September 6, 2022, an application was submitted by Johnathan Phelps representing Craftmasters, LLC for a text amendment to allow drive through restaurants with a specific use permit in the Old Town Overlay District.

Development Overview:

The purpose of the changes to the Code of Ordinances is to allow in certain locations and under specific conditions, an applicant to request a drive through restaurant within the central core area of the Old Town Overlay District. The update will add specific conditions that will be required for an applicant to meet prior to requesting a specific use permit for a drive through in the central core area from City Council.

The City Council approved the creation of the Old Town Overlay District on September 12, 1996, to encourage the preservation and development of architecture and uses that have been determined as being historically and culturally significant to the City. Allowing an additional use by specific use permit does not alter the city’s ability to regulate masonry standards within the Old Town Overlay District.

The proposed change would add the following text to Section 100-115 (a); OT, old town overlay district, Use allowed with a specific use permit:

“Restaurant or cafeteria (drive through type) [Central core area only] *[A restaurant or cafeteria (drive-through type) is an establishment principally for the sale and consumption of food which has window service allowing customers to pick up food for off-site consumption; this use may also serve food for consumption on site within the restaurant or for carry-out for off-site consumption, and may or may not have on-site dining facilities].*

The following restrictions shall apply to any SUP for a "Restaurant or cafeteria (drive through type)" use within the Old Town central core area:

- a. The site must be located east of the Union Pacific railroad tracks that run through the area defined as the Old Town Overlay District; and*
- b. A new SUP must be applied for with each change of occupancy, land use, and/or Certificate of Occupancy request; and*
- d. A Traffic Impact Analysis shall be required with each SUP request for a drive-through to be reviewed and approved by the City's Traffic Engineer; and*
- e. A commercial site plan showing the placement of the customer ordering windows or ordering devices with adequate stacking of no less than 5 spaces from the customer ordering location, unless otherwise approved by City Council, will be required with each change of occupancy."*

If the SUP request is denied at any future event specified in (b) above, the site shall be modified to remove or restrict the use of any previously existing drive through; and

OPTIONS:

- 1) Approve an ordinance amendment to add "Restaurant or Cafeteria (drive through type)" to uses allowed in the central core area of the Old Town Overlay District with a specific use permit; or
- 2) Approve an ordinance amendment to add "Restaurant or Cafeteria (drive through type)" to uses allowed in the central core area of the Old Town Overlay District with a specific use permit; with additional or different conditions; or
- 3) Deny an ordinance amendment to add "Restaurant or Cafeteria (drive through type)" to uses allowed in the central core area of the Old Town Overlay District with a specific use permit.

RECOMMENDATION:

Approve an ordinance modification for text amendments to Section 100-115 of Article IV – Overlay Zoning Districts of Appendix B, of the Code of Ordinances of the City of Burleson (Case 22-124).

Fiscal IMPACT:

None.

STAFF CONTACT:

Tony McIlwain

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

Appendix B, Zoning Regulations Ordinance Amendment

Request:

- Amend Code of Ordinances to allow for Drive Through restaurants with a SUP, Specific Use Permit, in the central core area of the Old Town Overlay District

Applicant:

Johnathan Phelps representing Craftmasters, L.L.C.

Item for approval:

Text Amendment (Case22-124)

Appendix B, Zoning Regulations

Ordinance Amendment

The proposed change would add the following text to Section 100-115 (a); OT, old town overlay district, Use allowed with a specific use permit:

“Restaurant or cafeteria (drive through type) [Central core area only] *[A restaurant or cafeteria (drive-through type) is an establishment principally for the sale and consumption of food which has window service allowing customers to pick up food for off-site consumption; this use may also serve food for consumption on site within the restaurant or for carry-out for off-site consumption, and may or may not have on-site dining facilities].*

The following restrictions shall apply to any SUP for a "Restaurant or cafeteria (drive through type)" use within the Old Town central core area:

- a. The site must be located east of the Union Pacific railroad tracks that run through the area defined as the Old Town Overlay District; and
- b. A new SUP must be applied for with each change of occupancy, land use, and/or Certificate of Occupancy request; and
- c. A Traffic Impact Analysis shall be required with each SUP request for a drive-through to be reviewed and approved by the City's Traffic Engineer; and
- d. A commercial site plan showing the placement of the customer ordering windows or ordering devices with adequate stacking of no less than 5 spaces from the customer ordering location, unless otherwise approved by City Council, will be required with each change of occupancy.”

If the SUP request is denied at any future event specified in (b) above, the site shall be modified to remove or restrict the use of any previously existing drive through; and



Would allow drive through restaurants to be considered by SUP east of the red line (Union Pacific railroad line).

Would not allow drive-in service (e.g., Sonic type restaurant where you are served at and can eat in your car) in central core area.

Drive-in service restaurants are currently allowed with an SUP in other areas of Old Town outside of the central core area (shown in green).

Appendix B, Zoning Regulations Ordinance Amendment

P&Z Summary

Vote

Recommended approval unanimously

Discussion

Discussed walkability and allowing on the east side of the rail road (closer to IH-35) versus the west side; and

Drive through stacking; and

Ability to disapprove Specific Use Permit requests

Speakers

Applicant

Appendix B, Zoning Regulations Ordinance Amendment

Staff Recommendation

Approval of an ordinance for the text amended based on the following :

- Conditions imposed on the SUP process will ensure that future proposals are not allowed or developed contrary to the visions of Old Town as well as the goals of the Comprehensive Plan;
- SUP Conditions provide added enhancements and protections for Old Town not found in other areas of the current Code of Ordinances; and
- Proposal will not prohibit the enforcement of applicable Old Town Design Standards and/or Masonry Requirements.

ORDINANCE

AN ORDINANCE FOR THE CITY OF BURLESON, TEXAS, AMENDING SECTION 100-115 “SPECIFIC USE PERMIT” OF SECTION 100 “OT, OLD TOWN OVERLAY DISTRICT” OF ARTICLE IV “OVERLAY ZONING DISTRICTS” OF APPENDIX B “ZONING” OF THE CODE OF ORDINANCES FOR THE CITY OF BURLESON FOR THE PURPOSE OF PROVIDING A SPECIFIC USE PERMIT PROCESS FOR RESTAURANTS WITH A DRIVE THROUGH IN THE OLD TOWN CENTRAL CORE AREA; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Burleson has adopted Ordinance B-582 (G0410), being Appendix B– Zoning, Code Of Ordinances, City of Burleson, which establishes zoning regulations and development policies in accordance with the City’s comprehensive land use plan in order to promote health, safety, morals and the general welfare within the City of Burleson; and

WHEREAS, the City Council desires to amend certain portions of Appendix B, Zoning, Article IV, Overlay Zoning Districts, Code of Ordinances, City of Burleson, for the purpose of providing a specific use permit process for restaurants with a drive through in the central core area of the old town overlay district; and

WHEREAS, the City Council desires to amend certain portions of Appendix B, Zoning, Article IV, Overlay Zoning Districts, Code of Ordinances, City of Burleson, for the purpose of providing a specific use permit process for restaurants with a drive through in the central core area of the old town overlay district; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, a public hearing was duly held by the Planning and Zoning Commission of the City on October 11, 2022, and by the City Council of the City on November 14, 2022 with respect to the use changes described herein; and

WHEREAS, the City Council has determined that the proposed ordinance amendment promotes the health, safety, morals and the general welfare within the City of Burleson and is in the best interest of the City of Burleson.

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

Section 1. Subsection (a) entitled “Uses allowed with a specific use permit” of Section 100-115 “Specific Use Permit” of Section 100 “OT, old town overlay district” of Article IV “Overlay Zoning Districts” of Appendix B – Zoning of the Code of Ordinances of the City of Burleson is hereby amended to add the following to the list of uses allowed with a specific use permit after “Restaurant or cafeteria (drive in type)” and before “School, business”:

“Restaurant or cafeteria (drive through type) [Old Town central core area only] *[A restaurant or cafeteria (drive-through type) is defined as an establishment principally for the sale and consumption of food which has window service allowing customers to pick up food for off-site consumption; this use may also serve food for consumption on site within the restaurant or for carry-out for off-site consumption, and may or may not have on-site dining facilities.]; however, a specific use permit for this use is allowed only if the following conditions are met:*

- a. The site must be located east of the Union Pacific railroad tracks that run through the area defined as the Old Town Overlay District; and*
- b. A new specific use permit must be applied for with each change of occupancy, land use, and/or Certificate of Occupancy request; and*
- c. A Traffic Impact Analysis shall be required with each specific use permit request for a drive-through to be reviewed and approved by the City’s Traffic Engineer; and*
- d. A commercial site plan showing the placement of the customer ordering windows or ordering devices with adequate stacking of no less than 5 spaces from the customer ordering location, unless otherwise approved by City Council, will be required with each change of occupancy.*

If the specific use permit request is denied following any of the future events specified in (b) above, the site shall be modified to remove or restrict the use of any previously existing drive through.”

Section 2. The findings set forth above in the recitals of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

Section 3. 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 4. That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in

full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5. Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

Section 6. That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Burleson, and that the sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 7. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

Section 8. Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city's website.

Section 9. Any person, firm, association of persons, company, corporation, or their agents, 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 V.T.C.A. 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.

PASSED AND APPROVED:

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

Second Reading: the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director

MEETING: November 14, 2022

SUBJECT:

The Reserve at 5828 Conveyor Drive (Case 22-073): Hold a public hearing and consider approval of an ordinance for voluntary annexation of approximately 236.36 acres of land situated in the H.R. McClure Survey, Abstract No. 587, described in the deeds recorded in documents Nos. 2021-36960, 2021-36997, and 2022-5271, Johnson County, Texas (D.R.J.C.T), located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to previously approved development agreements. (First and Final Reading) *(Staff Presenter: Tony McIlwain, Development Services Director)*

SUMMARY:

On March 21, 2022, an application was submitted by Mark Webb representing Webb Consulting Group on behalf of the owner (Sanjit Bhattacharya) for a voluntary annexation of approximately 236.36 acres of land for a proposed single-family residential development.

Development Overview:

The property is currently in the ETJ and consists of several tracts of land that are covered by a previously approved Development Agreement (attached as Exhibit 4) and subject to voluntary annexation under certain conditions. Upon approval of annexation, the property would be assigned a default zoning of A, Agriculture. A concurrent zoning request accompanies this voluntary annexation request (Case 22-071). The applicant has requested to zone the property to SFE, Single-family Estate dwelling district upon approval of the annexation request. The applicant has also submitted a preliminary plat showing 199 single-family lots with a minimum lot size of one acre, as well as two open space lots that conform to the requested zoning district. Land uses and site development will occur in accordance with City of Burleson Code of Ordinances and the "SFE" Single-family Estate dwelling district zoning.

Engineering:

Prior to development of the site, platting and engineering reviews will be required. The applicant is proposing to develop the site with septic (OSSF), as well as privately maintained streets.

OPTIONS:

- 1) Approve an ordinance for the voluntary annexation request; or
- 2) Deny the ordinance for the voluntary annexation request

RECOMMENDATION:

Approve an ordinance for the voluntary annexation request of 236.36 acres located at 5828 Conveyor Dr.

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

October 11, 2022 – The Planning and Zoning Commission recommended unanimous approval of a zoning change request from defaulted A, Agriculture to SFE, Single-family Estate dwelling district (subject to approval of the annexation request).

Fiscal IMPACT:

None.

STAFF CONTACT:

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

The Reserve – 5828 Conveyor Dr

Location:

- 5828 Conveyor Dr
- 236.36 acres

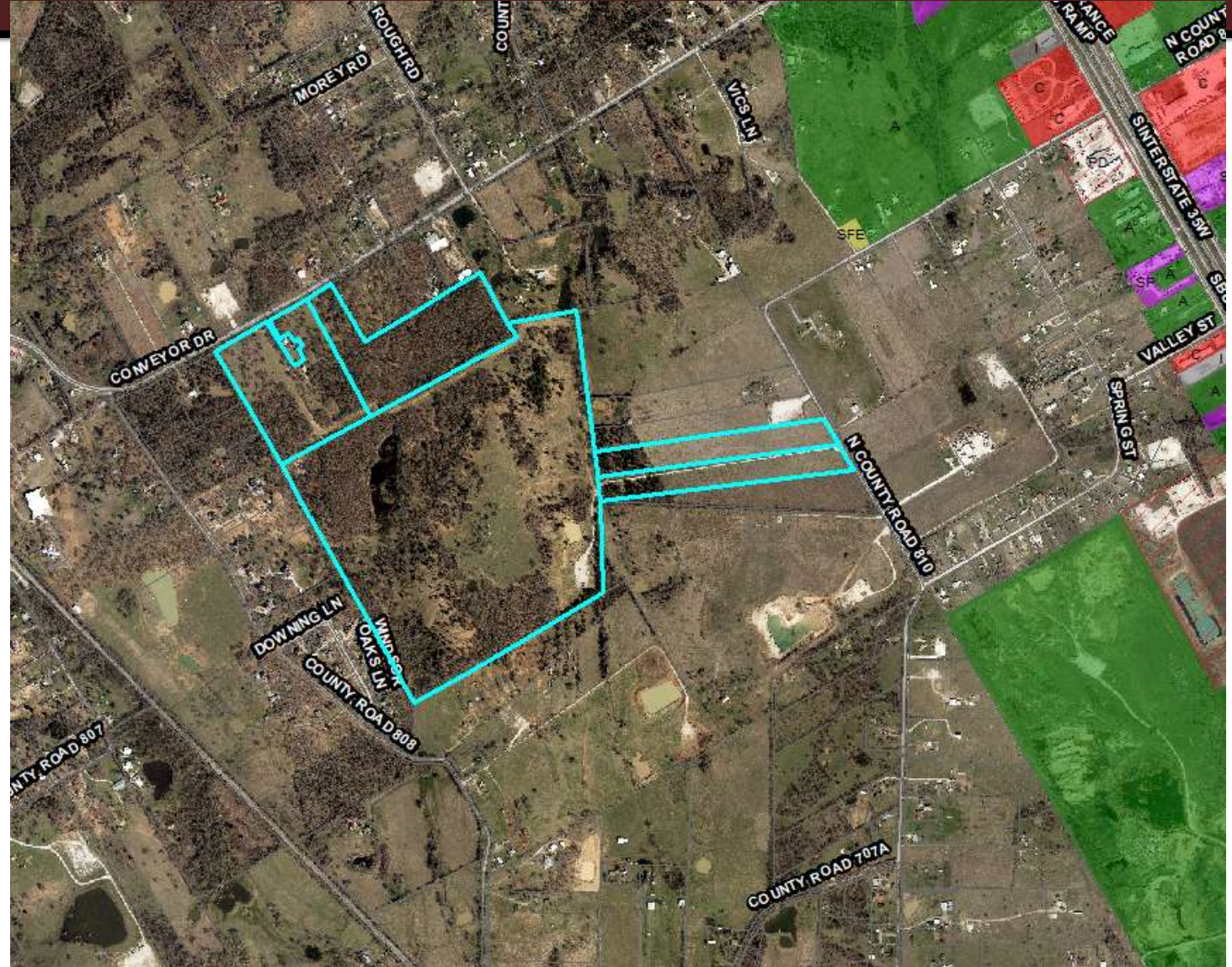
Applicant:

Mark Webb

Sanjit Bhattacharya

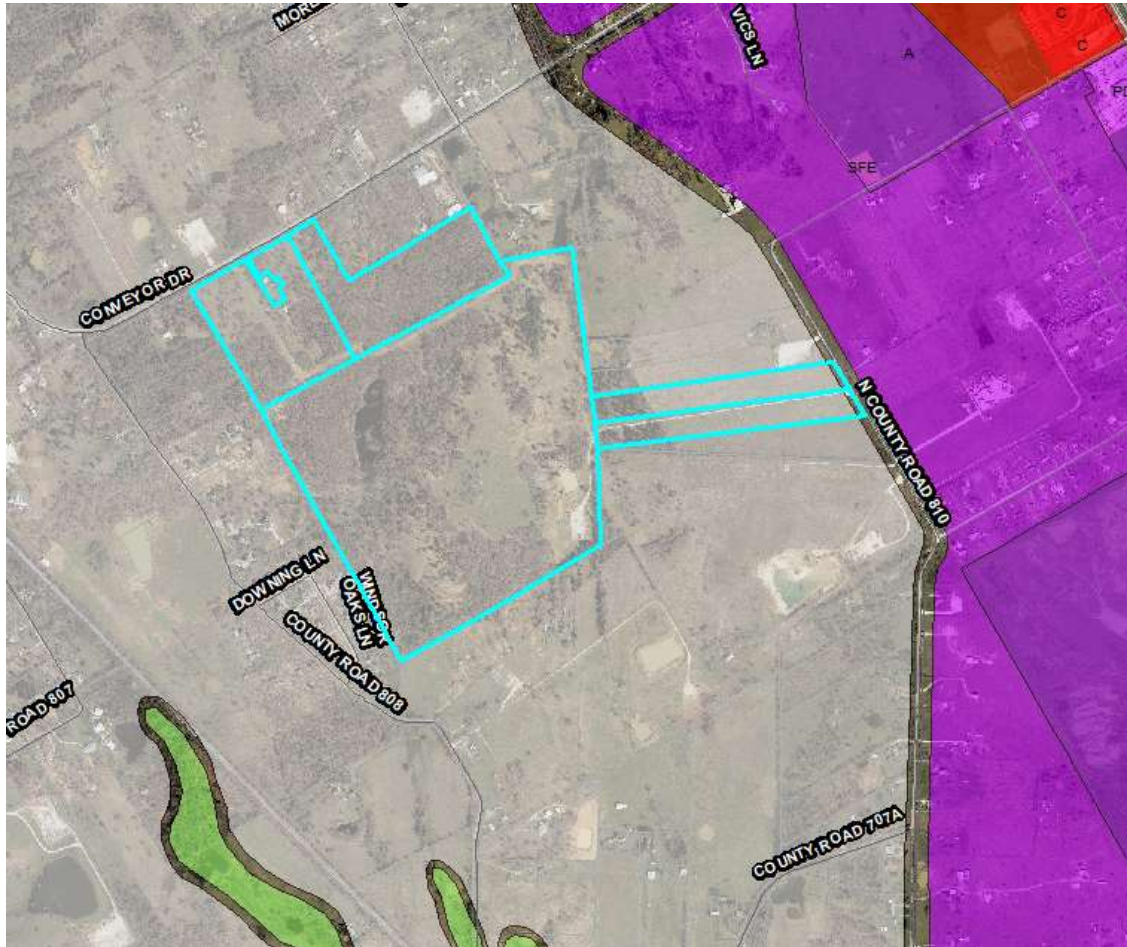
Item for approval:

Annexation (Case22-073)



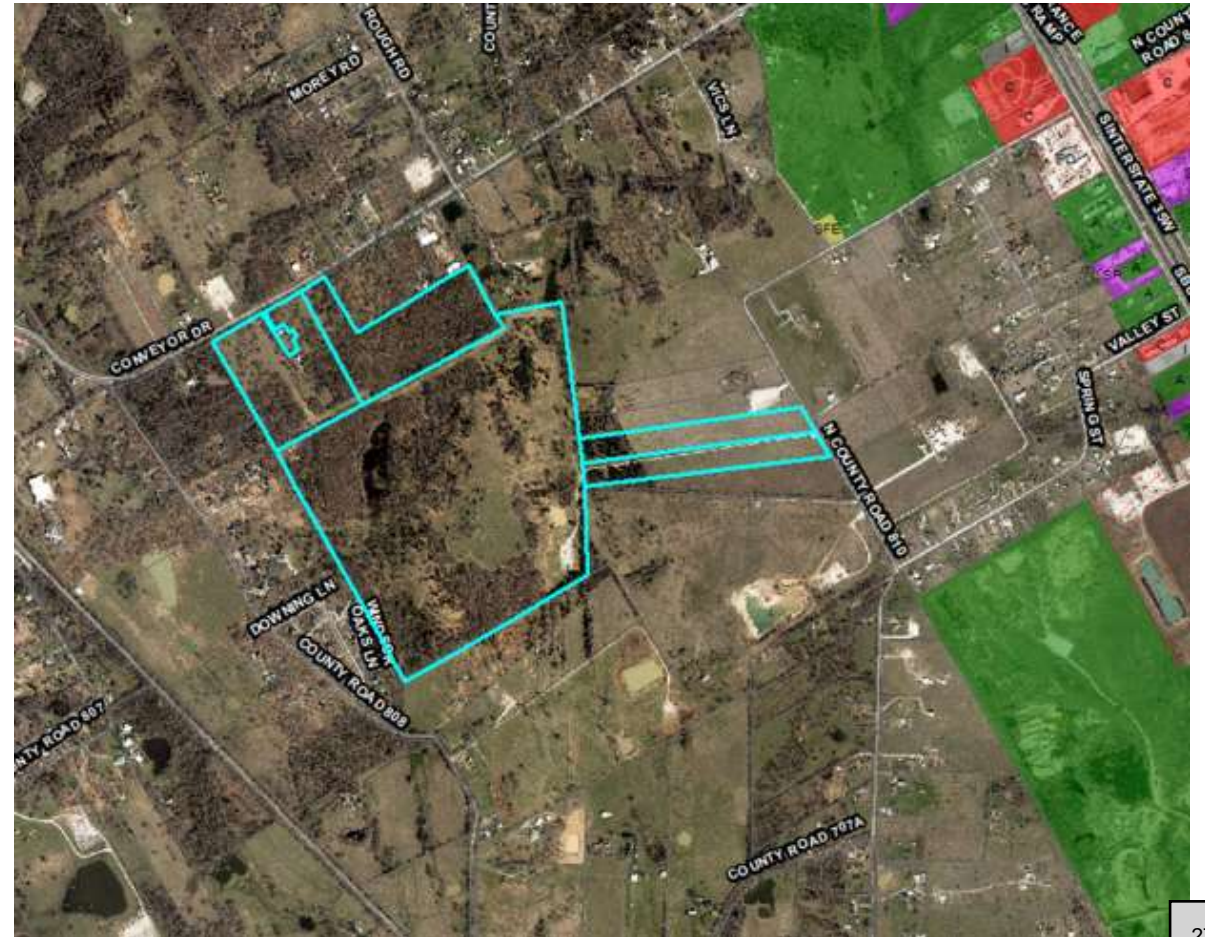
Comprehensive Plan

Future Development



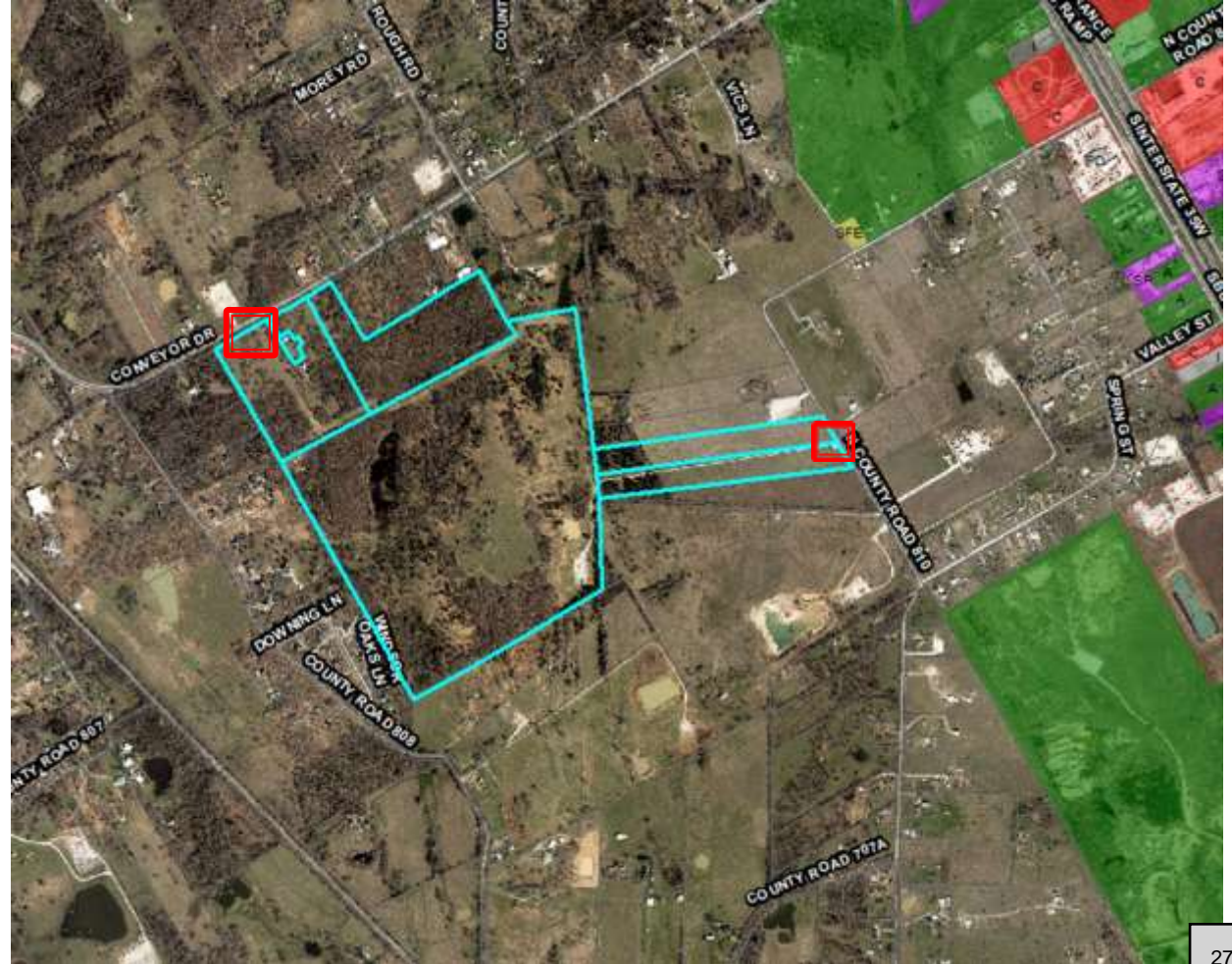
Zoning

N/A – ETJ
Defaults to AG upon annexation



The Reserve – 5828 Conveyor Dr

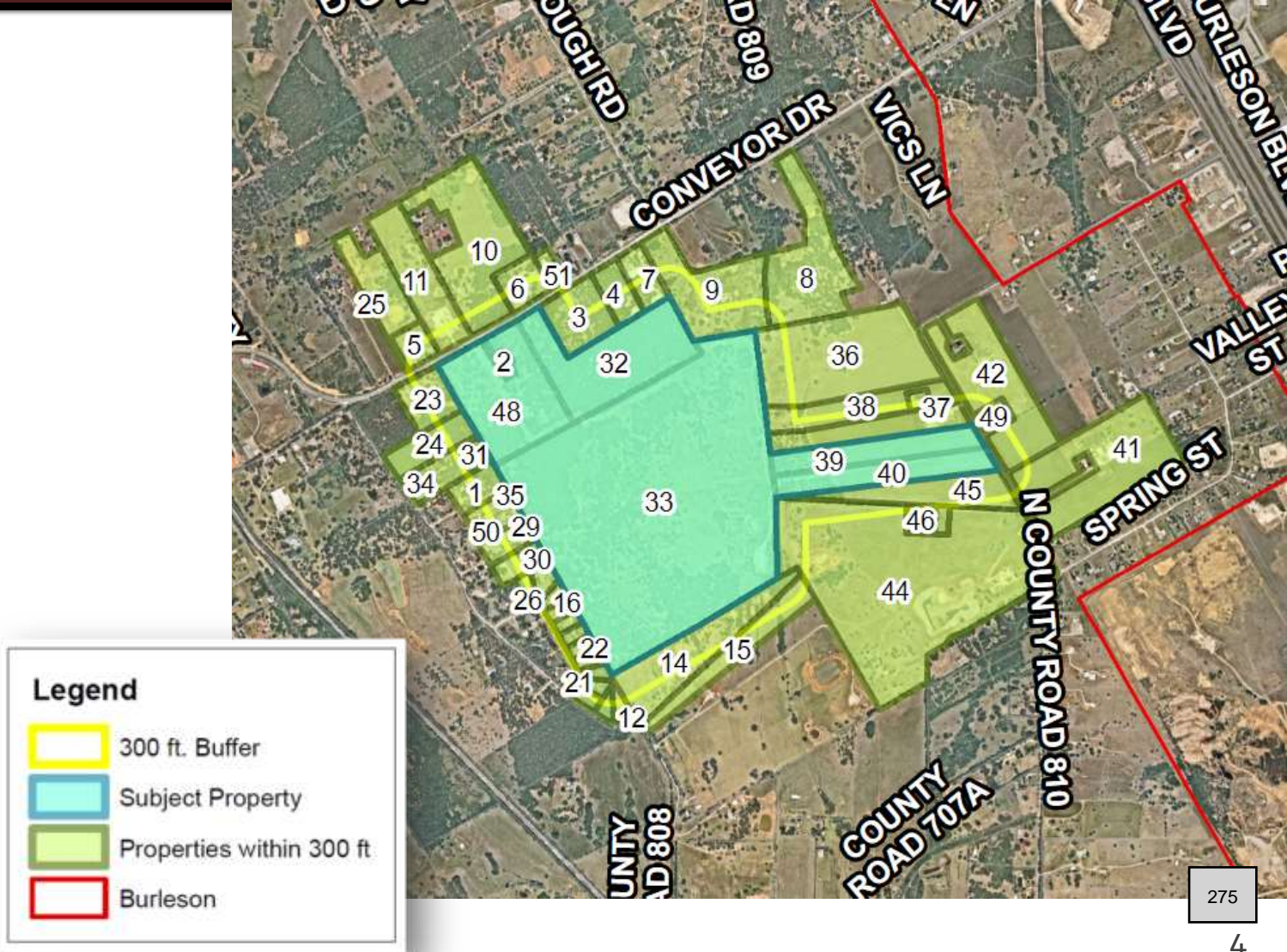
- Applicant has submitted a concurrent zoning request for baseline SFE, Single-family Estate dwelling district standards (minimum 1 acre lots)
- Currently proposing 199 lots and 2 open space lots, with no special conditions, waivers or variances
- Site is proposing access off of FM 917 and CR 810 (shown in red)
- Site will be a gated community with privately maintained streets
- Site will utilize on-site septic (OSSF)



The Reserve – 5828 Conveyor Dr

Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.

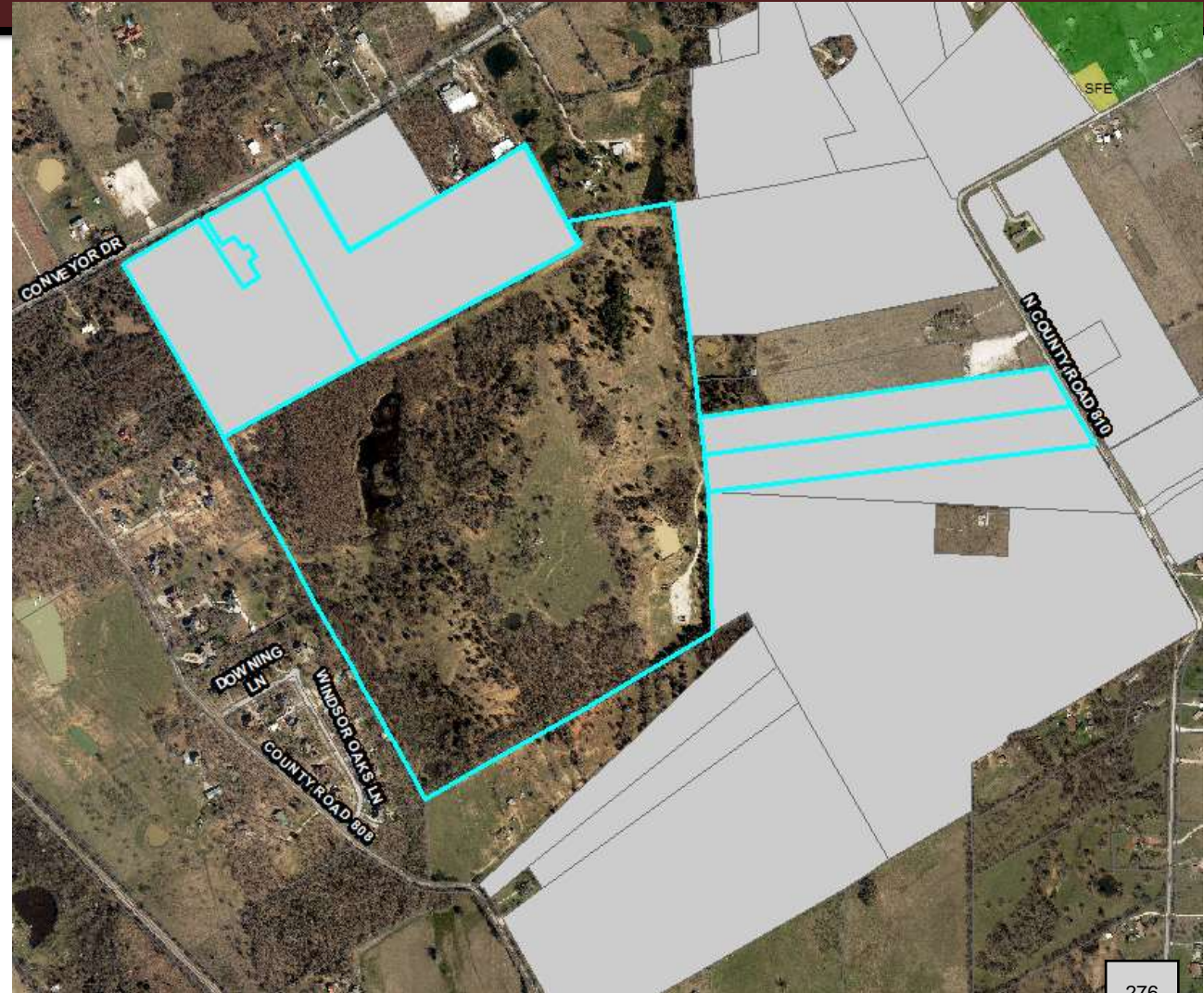
Published in newspaper
Signs Posted on the property



The Reserve – 5828 Conveyor Dr

Staff's Recommendation

- Staff recommends approval of an ordinance for voluntary annexation based on:
- Applicant is proposing one acre lots (SFE zoning) with private streets and on site septic
- Several tracts under development agreements (shown in gray)



ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF BURLESON; PROVIDING FOR THE ANNEXATION OF A 236.36 ACRE TRACT OF LAND (ANNEXATION AREA), OUT OF THE H.R. MCCLURE SURVEY, ABSTRACT NO. 587, DESCRIBED IN THE DEEDS RECORDED IN DOCUMENTS NO. 2021-36960, 2021-36997, AND 2022-5271, JOHNSON COUNTY, TEXAS, (D.R.J.C.T), RELATED TO PREVIOUSLY APPROVED DEVELOPMENT AGREEMENTS. SAID ANNEXATION AREA IS LOCATED IN THE EXCLUSIVE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BURLESON; PROVIDING THAT THE TERRITORY ANNEXED SHALL BEAR ITS PRO RATA PART OF TAXES; PROVIDING THAT THE INHABITANTS THEREOF SHALL HAVE ALL THE PRIVILEGES OF ALL THE CITIZENS OF BURLESON, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL AMEND EVERY PRIOR ORDINANCE IN CONFLICT HERewith; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES NOT IN DIRECT CONFLICT; PROVIDING FOR SEVERABILITY AND NAMING AN EFFECTIVE DATE.

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

WHEREAS, the proposed annexation of the territory hereinafter described was requested by petition letter, shown herein as Exhibit "B" and submitted executed March 21, 2022, by Sanjit Bhattacharya, owner of the annexation area; and

WHEREAS, the first and final public hearing before the City Council of the City of Burleson, Texas, wherein all interested persons were provided an opportunity to be heard on the proposed annexation of the territory hereinafter described, was held in the City Council Chambers at the City Hall Building, 141 W. Renfro Street in Burleson, Texas, on November 14, 2022; and

WHEREAS, notice of such first and final public hearing was published in a newspaper having general circulation in the City of Burleson, Texas, and in the hereinafter described territory, and posted on the City of Burleson's internet web site, on October 30, 2022, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of said such first public hearing; and

WHEREAS, written notice of the proposed annexation was provided to the Burleson Independent School District, 1160 SW Wilshire Blvd., Burleson, Texas, 76028 on November 1, 2022, which date was not more than twenty (20) days nor less than ten (10) days prior to the date of the first public hearing; and

WHEREAS, all of the Annexation Area described herein is adjacent to and within the exclusive extraterritorial jurisdiction of the City of Burleson, Texas; and

WHEREAS, a Service Plan is as Exhibit “C”; and

WHEREAS, the hereinafter described territory contains 236.36 acres of land, more or less; and

WHEREAS, the City Council of the City of Burleson finds it to be in the best interest of the citizens of Burleson to enter into the municipal services agreement described herein; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern changes to the boundaries of the City via annexation.

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

SECTION 1 ANNEXATION

That all portions of the following tract (the “Annexation Area”) located in Johnson County, Texas, comprising a total of 236.36 acres of land, more or less, is hereby annexed into the City of Burleson as a part of the city for all municipal purposes, and the city limits are extended to include such Annexation Area located in the H.R. McClure Survey, Abstract No. 587, described in the deeds recorded in documents No. 2021-36960, 2021-36997, and 2022-5271, Johnson County, Texas, (D.R.J.C.T), being described and depicted in Exhibit “A” and incorporated into this Ordinance.

SECTION 2 RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREA

That the owners and inhabitants of the Annexation Area are entitled to all of the rights and privileges of all other citizens and property owners of the City of Burleson, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3 OFFICIAL MAP

That Ordinance C-594-06(A0709), the official map and boundaries of the City, previously adopted, is hereby amended to include the Annexation Area as a part of the City of Burleson, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the town to add the territory annexed as required by law.

SECTION 4 FILING CERTIFIED COPY

That the City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas.

SECTION 5 SERVICE PLAN

That attached hereto, marked as Exhibit "C" and incorporated herein for all purposes incident hereto, is a Service Plan providing for the extension of municipal services into the Annexation Area, which was made available at the public hearings for inspection by and explanation to the inhabitants of the area to be annexed.

SECTION 6 INCORPORATION OF RECITALS

That 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 7 CUMULATIVE CLAUSE

That 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.

SECTION 8 SEVERABILITY CLAUSE

That should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 9
AREAS EXCEPTED FROM ANNEXATION

That should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Burleson, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such Annexation Area. The City Council hereby declares it to be its purpose to annex into the City of Burleson every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed into the City of Burleson any lands or area which are presently part of and included within the limits of the City of Burleson, or which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Burleson's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 10
EFFECTIVE CLAUSE

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor

(City Seal)

ATTEST:

Amanda Campos, City Secretary

Approved as to form & legality:

City Attorney

Exhibit A

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE H.R. McCLURE SURVEY, ABSTRACT NO. 587, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 26.852 ACRE TRACT OF LAND AND ALL OF THAT CERTAIN 26.756 ACRE TRACT OF LAND CONVEYED TO STK DEVELOPMENTS, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-36960 DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH ALL OF THAT CERTAIN 148.704 ACRE TRACT OF LAND AND ALL OF THAT CERTAIN 11.539 ACRE TRACT OF LAND CONVEYED TO STK DEVELOPMENTS, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-36997, D.R.J.C.T., AND TOGETHER WITH ALL OF THAT CERTAIN 12.512 ACRE TRACT OF LAND CONVEYED TO STK DEVELOPMENTS, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-5271, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY NO. 917 (80' R-O-W) AT THE MOST WESTERLY CORNER OF SAID 26.852 ACRE TRACT;

THENCE N 61°03'15" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 959.71 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AT THE MOST NORTHERLY CORNER OF SAID 26.852 ACRE TRACT AND THE MOST WESTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE N 61°00'57" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 55.31 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 5769.65 FEET, WHOSE LONG CHORD BEARS N 60°05'43" E, 219.42 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID NORTHWESTERLY LINE WITH SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 02°10'45", AN ARC LENGTH OF 219.43 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AT THE MOST NORTHEASTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE S 29°12'55" E ALONG THE NORTH LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 616.36 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 58°59'36" E CONTINUING ALONG THE NORTH LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 1247.75 FEET TO A 60D NAIL FOUND IN THE SOUTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO WILLIAM E. GOODSPEED, JR. IN THAT DEED RECORDED IN VOLUME 1854, PAGE 983, D.R.J.C.T., AT THE MOST NORTHEASTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE S 28°01'30" E ALONG SAID SOUTHWESTERLY LINE AND THE NORTHEASTERLY LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 527.17 FEET TO A 80D NAIL FOUND AT THE MOST SOUTHERLY CORNER OF SAID GOODSPEED TRACT;

THENCE ALONG THE SOUTHERLY LINE OF SAID GOODSPEED TRACT N 79°29'04" E, A DISTANCE OF 675.25 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AT THE NORTHEASTERLY CORNER OF SAID 152.58 ACRE TRACT;

THENCE LEAVING SAID SOUTHERLY LINE S 08°05'17" E ALONG THE EASTERLY LINE OF SAID 148.704 ACRE TRACT, A DISTANCE OF 1350.94 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF SAID 12.512 ACRE TRACT;

THENCE N 80°52'29" E ALONG THE NORTH LINE OF SAID 12.512 ACRE TRACT, A DISTANCE OF 2127.98 FEET PASSING A 3/8" IRON ROD FOUND FOR A TOTAL DISTANCE 2152.88 TO A PK NAIL SET IN COUNTY ROAD 810 (VARIABLE R-O-W);

THENCE ALONG SAID COUNTY ROAD 810, ALONG THE EASTERLY LINE OF SAID 12.512 ACRE TRACT AND THE EASTERLY LINE OF SAID 11.539 ACRE TRACT S 30°24'26" E, A DISTANCE OF 532.83 FEET TO A PK NAIL SET AT THE SOUTHEASTERLY CORNER OF SAID 11.539 ACRE TRACT;

THENCE LEAVING SAID COUNTY ROAD 810 ALONG THE SOUTHERLY LINE OF SAID 11.539 ACRE TRACT S 82°21'21" W, AT A DISTANCE OF 24.77 FEET PASSING A 3/8 INCH IRON ROD FOUND, FOR A TOTAL DISTANCE 2414.71 FEET TO A 1/2 INCH IRON ROD FOUND;

THENCE ALONG THE EASTERLY LINE OF SAID 148.704 ACRE TRACT S 05°21'07" E, A DISTANCE OF 822.15 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO JANELLA B. SCOTT IN THAT DEED RECORDED IN VOLUME 2491, PAGE 332, D.R.J.C.T. AT THE MOST EASTERLY CORNER OF SAID 148.704 ACRE TRACT;

THENCE ALONG SAID NORTHWESTERLY LINE AND THE SOUTHEASTERLY LINE OF SAID 148.704 ACRE TRACT S 60°00'52" W, A DISTANCE OF 2039.98 FEET TO A 3/4 INCH IRON ROD FOUND IN THE NORTHEASTERLY LINE OF LOT 12, BLOCK 2, DEVONSHIRE VILLAGE, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 232, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.), FOR THE MOST SOUTHERLY CORNER OF SAID 148.704 ACRE TRACT;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 148.704 ACRE TRACT AND ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 2, AND ALONG THE NORTHEASTERLY LINE OF BLOCK 1, HUNTINGTON MANOR, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 609, P.R.J.C.T., N 29°28'32" W, A DISTANCE OF 2518.50 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AT THE MOST WESTERLY CORNER OF SAID 148.704 ACRE TRACT;

THENCE N 29°35'33" W ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 122.43 FEET TO A 5/8" IRON ROD FOUND;

THENCE N 32°01'35" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 291.87 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 31°39'56" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 170.20 FEET TO A 3/8" IRON ROD FOUND;

THENCE N 29°36'24" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 644.41 FEET TO THE POINT OF BEGINNING, AND CONTAINING 226.363 ACRES OF LAND, MORE OR LESS.

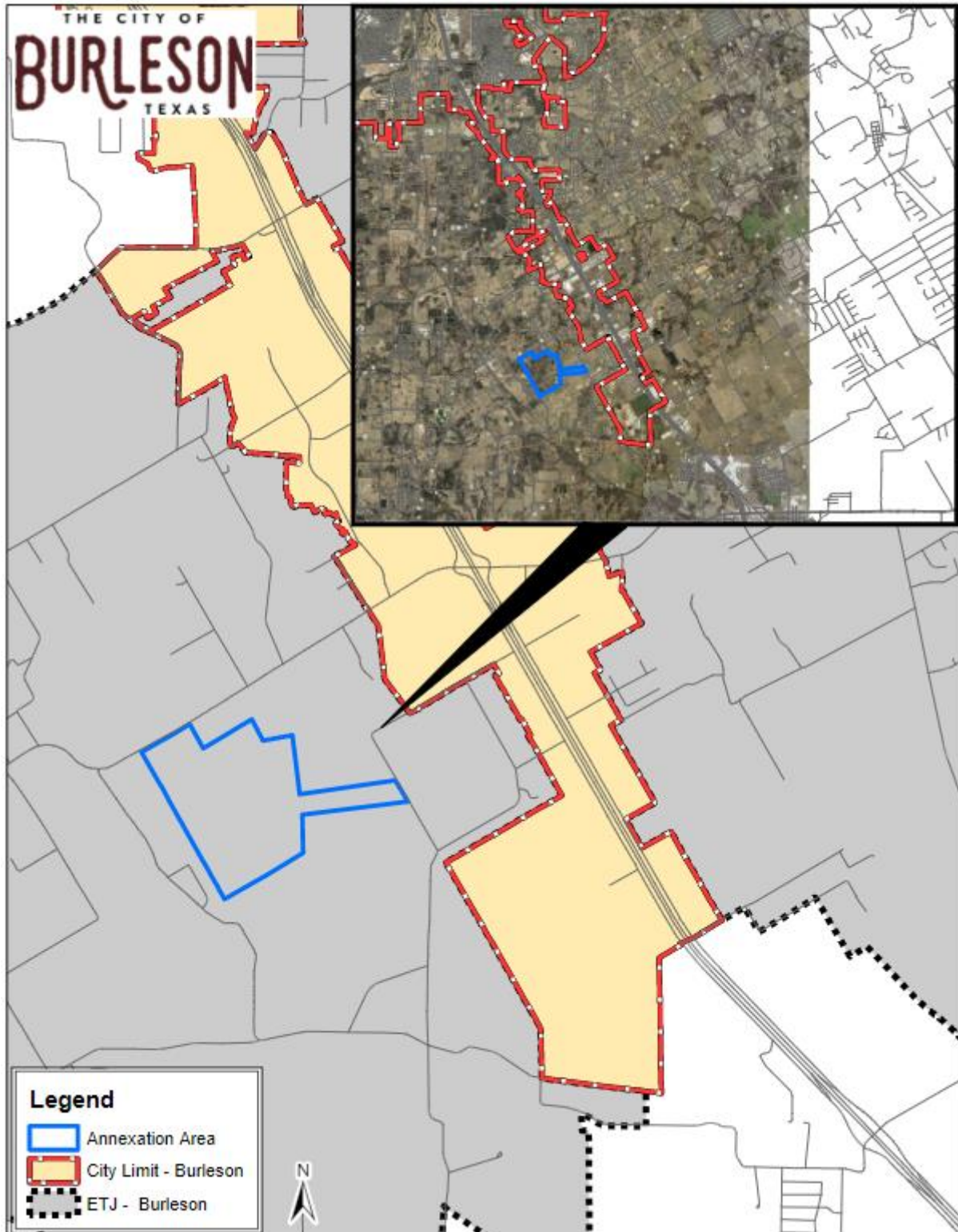


Exhibit "B"

STK Developments LLC

817 Irish Lane
Edmond, OK 73003
Office (405) 562-1195
Fax (405) 562-1208

March 21, 2022

**RE: Voluntary Annexation Request
THE RESERVE ADDITION, a Proposed Single-family Gated Community
5828 Conveyor Drive, Burleson, TX 76031**

Dear City Council,

As the owner of the above referenced property, I would like the City of Burleson to consider my request for annexation. The property in question is located at **5828 Conveyor Drive, Burleson, TX 76031**. See attached legal description Exhibit A.

The property is currently undeveloped. The size of the tract is **236.36 acres**. The reason for this annexation request is as a condition of a developer's agreement and to subdivide the property for single family residential uses. The Owner as listed on Deed is:

STK DEVELOPMENTS, LLC, an Oklahoma Limited Liability Company

Any additional information may be obtained by contacting **Mark C. Webb, P.E., Webb Consulting Group, Inc.** at (214) 606-4822. Should anyone need to do a verbal verification of this letter feel free to reach out to me at (580) 284-4768.

Sincerely,



Sanjit Bhattacharya
Owner/Manager of STK Developments, LLC

Exhibit “C”

AGREEMENT FOR CITY OF BURLESON ANNEXATION SERVICE PLAN FOR

Property Subject to Plan: A 236.36 acre tract out of the H.R. McClure Survey, Abstract No. 587, described in the deeds recorded in documents No. 2021-36960, 2021-36997, and 2022-5271, JOHNSON COUNTY, TEXAS, (D.R.J.C.T).

This Agreement is entered into between the City of Burleson and **Sanjit Bhattacharya**, (“Owners”) pursuant to Section 43.0672 of the Texas Local Government Code. The parties agree to the provision of services set forth below.

Municipal services to the Annexation Area will be furnished by or on behalf of the City of Burleson, Texas, at the following levels and in accordance with the following service plan programs:

I. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION

The City will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted.

1. POLICE PROTECTION

The City of Burleson, Texas will provide police protection to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of Burleson, Texas will provide, or cause to be provided, fire protection and ambulance service to the Annexation Area at the same or similar level of service now being provided to other areas of the City of Burleson, Texas, with similar topography, land use and population density. The need for additional service will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. SOLID WASTE COLLECTION

The City of Burleson, Texas provides, or causes to provide, solid waste and refuse collection services within the city limits of the City of Burleson, Texas. Upon payment of

any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the newly annexed areas to the extent that the annexed lot or tract is adjacent to public right-of-way. Persons using the services of a privately owned solid waste management service provider prior to the effective date of annexation may continue to use such services until the second anniversary of the annexation in accordance with Section 43.056 (n) and (o), Local Government Code, State of Texas.

4. MAINTENANCE OF WATER AND WASTE WATER FACILITIES

Any and all water or waste water facilities owned or maintained by the City of Burleson, Texas, at the time of annexation shall continue to be maintained by the City of Burleson, Texas. Any and all water or waste water facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Burleson, Texas, to the extent of its ownership. The newly annexed existing water mains at their existing locations shall be available for point of use extension based upon the current City's standard water extension policies now existing or as may be amended.

5. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the public, and which are owned by the City of Burleson, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the City of Burleson, Texas, pursuant to the current rules, regulations and fees of the City of Burleson, Texas.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of Burleson, Texas, is not aware of the existence of any public parks, public playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such public parks, public playgrounds, or public swimming pools do exist and are public facilities, the City of Burleson, Texas, will maintain such areas to the same extent and degree that it maintains public parks, public playgrounds and public swimming pools and other similar areas of the City now incorporated in the City of Burleson, Texas.

7. MAINTENANCE OF PUBLICLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of Burleson, Texas is not aware of the existence of any publicly owned municipal facility, building or other municipal service now located in the area proposed for annexation. In the event any such publicly owned municipal facility, building or municipal service does exist and are public facilities, the City of Burleson,

Texas, will maintain such areas to the same extent and degree that it maintains publicly owned municipal facilities, buildings or municipal services of the City now incorporated in the City of Burleson, Texas.

II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES

In addition to the services identified above, the following services will be provided in the Annexation Area on the effective date of the annexation, unless otherwise noted:

1. LIBRARY SERVICES

Any residents of the Annexation Area will be eligible to receive library services from the Burleson Public Library commencing on the effective date of the annexation.

2 MUNICIPAL ADMINISTRATION

The City of Burleson, Texas will provide general municipal administration and administrative services commencing on the effective date of the annexation.

3. ENFORCEMENT OF CODES AND ORDINANCES

Enforcement of the City's ordinances and regulatory codes will be provided within the Annexation Area on the effective date of the annexation. The City's health, environmental, building, plumbing, mechanical, electrical, and all other codes will be enforced within the Annexation Area beginning with the effective date of the annexation. The City's zoning ordinance, subdivision regulations, design standards manual and related ordinances shall be enforced in the Annexation Area beginning on the effective date of the annexation. Complaints of ordinance or regulation violations within the area will be answered and investigated by existing personnel.

4. INSPECTION SERVICES

All inspection services furnished by the City of Burleson, Texas, but not mentioned above, will be provided to the Annexation Area beginning on the effective date of the annexation.

III. CONSTRUCTION OF CAPITAL IMPROVEMENTS

In addition to the services listed above, the City of Burleson, Texas will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City no later than two and one-half (2-½) years after the effective date of the annexation except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service. If full municipal services cannot be reasonably provided within the aforementioned time period, the City of Burleson, Texas will propose a schedule for providing said services within a period of four and one-half (4-½) years after the effective date of the annexation, and/or upon commencement of development of a land subdivision within the Annexation

Area, whichever occurs later.

1. GENERAL

- a. The City policy for extending water and waste water service is to extend service on an as required basis when development applications or subdivision plats are submitted to the City in accordance with the City's subdivision and development ordinances.
- b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. POLICE PROTECTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICE.

The City Council of the City of Burleson, Texas finds and determines it to be unnecessary to acquire or construct any capital improvement for the purposes of providing police protection, fire protection, or emergency medical service. The City Council finds and determines that it has at the present time adequate facilities to provide the same type, kind and level of protection and service which is presently being administered to other areas already incorporated in the City of Burleson, Texas, with the same or similar topography, land use and population density, without reducing by more than a negligible amount the level of police, fire and emergency medical services provided within the corporate limits of the City. The need for construction of new facilities will be assessed periodically as new development occurs within the Annexation Area based on population growth, predicted future growth, call volume and response times.

3. WATER FACILITIES AND SERVICES

The area to be annexed is currently served by another water provider with a Certificate of Convenience and Necessity. If further development occurs that warrants extension or expansion of the City's water main, such extension or expansion will be implemented in accordance with the City's utility policies and Water and Wastewater Master Plan. Upon connection to existing mains, water will be provided at rates established by the water service provider.

4. WASTE WATER SERVICES

Current plans for development of the Annexed Area do not warrant extension of wastewater lines. The City of Burleson, Texas will undertake to provide waste water mains for points of connection for serviceable extensions, and/or contract with other

utilities to provide service, for the establishment of water and wastewater service within the Annexation Area pursuant to the City's standard wastewater extension policies now in existence or as may be amended by the City Council. Upon connection to existing mains, waste water services will be provided at rates established by the City.

5. ROADS AND STREETS

The City of Burleson, Texas, with cooperative effort of the City's designated utility company, will undertake to provide the same degree of road and street lighting as provided in areas of similar topography, land use and population density within the present corporate limits of the City of Burleson, Texas. Maintenance of properly dedicated roads and streets will be consistent with the maintenance provided by the City to other roads and streets in areas of similar topography, land use and population density to the annexed property. Developers will be required, pursuant to the ordinances of the City of Burleson, Texas, to provide internal and peripheral streets and to construct those streets in accordance with the specifications required by the City of Burleson, Texas.

F. MAINTENANCE OF PARKS, PLAYGROUNDS, AND SWIMMING POOLS, AND THE MAINTENANCE OF ANY OTHER PUBLICLY OWNED FACILITY, BUILDING OR SERVICE.

To the extent that it becomes necessary due to development demands, population growth, and a bona fide need, the City Council of the City of Burleson, Texas, will undertake to provide any such facility which it deems necessary to adequately provide for the health and safety of the citizens of the newly incorporated area based upon the standard considerations of topography, land use and population density.

IV. SPECIFIC FINDINGS

The City Council of the City of Burleson, Texas, finds and determines that this Service Plan will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use and population density, and it will not provide a lower level of service in the area proposed to be incorporated than were in existence at the time immediately preceding the effective date of annexation.

Agreed to on this _____ day of _____, 2022. **(City Seal)**

City of Burleson, Texas

Mayor

Attest:_____
City Secretary

Agreed to on this _____ day of _____, 2022.

By: _____
Sanjit Bhattacharya

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me on this day personally appeared _____ through
_____ (description of identity card or other document) to be the person
whose name is subscribed to the foregoing instrument and acknowledged to me that
he/she executed the same for the purposes and consideration therein expressed.

[Notary Seal]

Notary Public, State of Texas



Johnson County
Becky Ivey
County Clerk
Cleburne 76033

Instrument Number: 2016-18163

As

Recorded On: July 29, 2016

Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|-------|
| Agreement | 50.00 |
| Total Recording: | 50.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-18163

Receipt Number: 69470

Recorded Date/Time: July 29, 2016 01:40:36P

User / Station: A Long - CCL13

Record and Return To:

CITY OF BURLESON

PICKING UP

ATTN: PEGGY FISHER

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.172 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and **7 C S INVESTMENTS LLC** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.172 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or “force” annexation of the Property (the “guarantee of immunity from annexation”), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city’s limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City’s regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
1. the Subdivision and Development Ordinance; and
 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City’s enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
1. A “residential homestead” as such is defined by Chapter 11 of the Tax Code; and
 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City’s written consent. The City’s consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3.

EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") will be through June 20, 2041 provided that the City Manager's (or designee's) signature to this Agreement is completed and acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager

Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

- B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. **Applicable Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. **Venue.** Venue for this Agreement shall be in Johnson County, Texas.
- G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

Executed this 5th day of May, 20 16 by Owner.

Owner's Signature(s):

[Signature]

Owner's Printed Name(s):

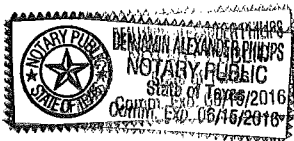
F. WAYNE CABANSAG

STATE OF TEXAS §

COUNTY OF JOHNSON §

Before me, Benjamin Philip S, on this day personally appeared F. Wayne Cabansag, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of May, 2016.



(Notary Seal)

Benjamin Philip S

Notary Public's Signature

Executed this 5th day of May, 2016 by City.

City Representative Signature(s): [Signature]

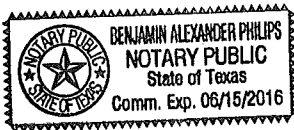
City Representative Printed Name: Kent George

City Representative Title: Development Project Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

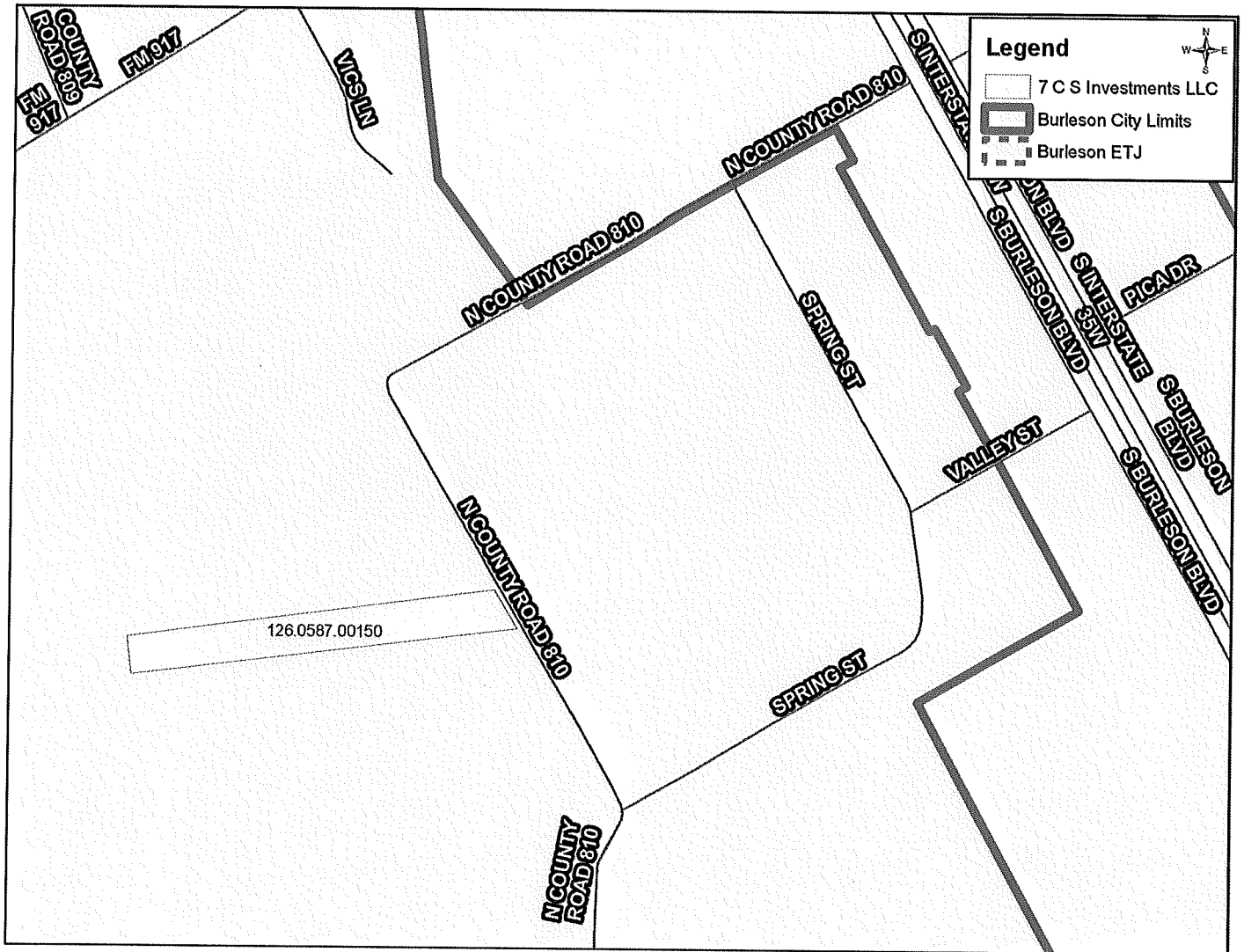
This instrument was acknowledged before me on the 5th day of May, 2016, by
Benjamin Phillips, Economic Development, of the City of Burleson,
(name) (title) Manager
Texas.



(Notary Seal)

[Signature]
Notary Public's Signature

EXHIBIT A
PROPERTY DESCRIPTION



#50 v

14-DA-20

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and CROPP JESSIE AND GALA (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
1. the Subdivision and Development Ordinance; and
 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
1. A "residential homestead" as such is defined by Chapter 11 of the Tax Code; and
 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent.

The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3. EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is ten (10) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

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

- B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. Severability. If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. Venue. Venue for this Agreement shall be in Johnson County, Texas.
- G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

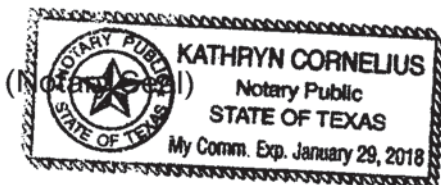
Executed this 12 day of Sept, 2014 by Owner.

Owner's Signature(s): X Jessie J. Cropp X Gala L. Cropp

Owner's Printed Name(s): Jessie J. Cropp Gala L. Cropp

Before me, Kathryn Cornelius, on this day personally appeared Jessie J. Cropp, Gala L. Cropp, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of Sept, 2014.



Kathryn Cornelius
Notary Public's Signature

Executed this 29 day of October, 2014 by City.

City Representative Signature(s): 

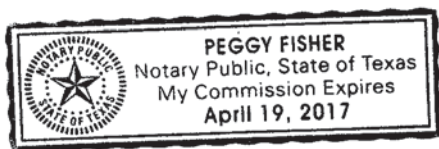
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

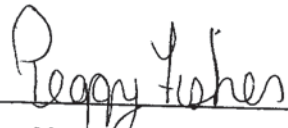

Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



| Geo Reference | Case Manager | Area | Legal Description | JCCAD Acres | Owner |
|----------------|--------------|------|-------------------------------------|-------------|-----------------------|
| 126.0587.00350 | Bond | 8 | Abstract 587 Tract 16A H R MC Clure | 12.50 | Cropp Jessie and Gala |

Johnson County
Becky Williams
County Clerk
Cleburne 76033



70 2014 00024172

Instrument Number: 2014-24172

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|-------|
| Agreement | 50.00 |
| Total Recording: | 50.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24172

Receipt Number: 15580

Recorded Date/Time: November 07, 2014 12:25:55P

User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON

CUSTOMER PICKUP

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

14-DA-54

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and KRYSINSKI LIVING TRUST (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

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NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.
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- A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
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 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
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- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent.

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- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is ten (10) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.
- B. Upon expiration of the Term:
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- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

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

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- D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. Venue. Venue for this Agreement shall be in Johnson County, Texas.
- G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

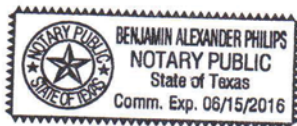
Executed this 9th day of September, 2014 by Owner.

Owner's Signature(s): M. J. Lott

Owner's Printed Name(s): Michael J. Lott

Before me, Benjamin A. Philips, on this day personally appeared Michael J. Lott, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of September, 2014.



(Notary Seal)

Benjamin A. Philips
Notary Public's Signature

Executed this 29 day of October, 2014 by City.

City Representative Signature(s): 

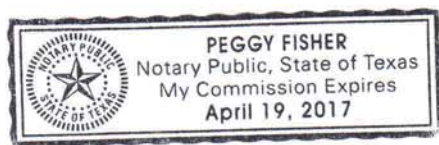
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager, of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

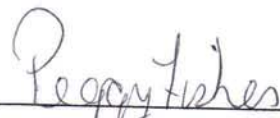
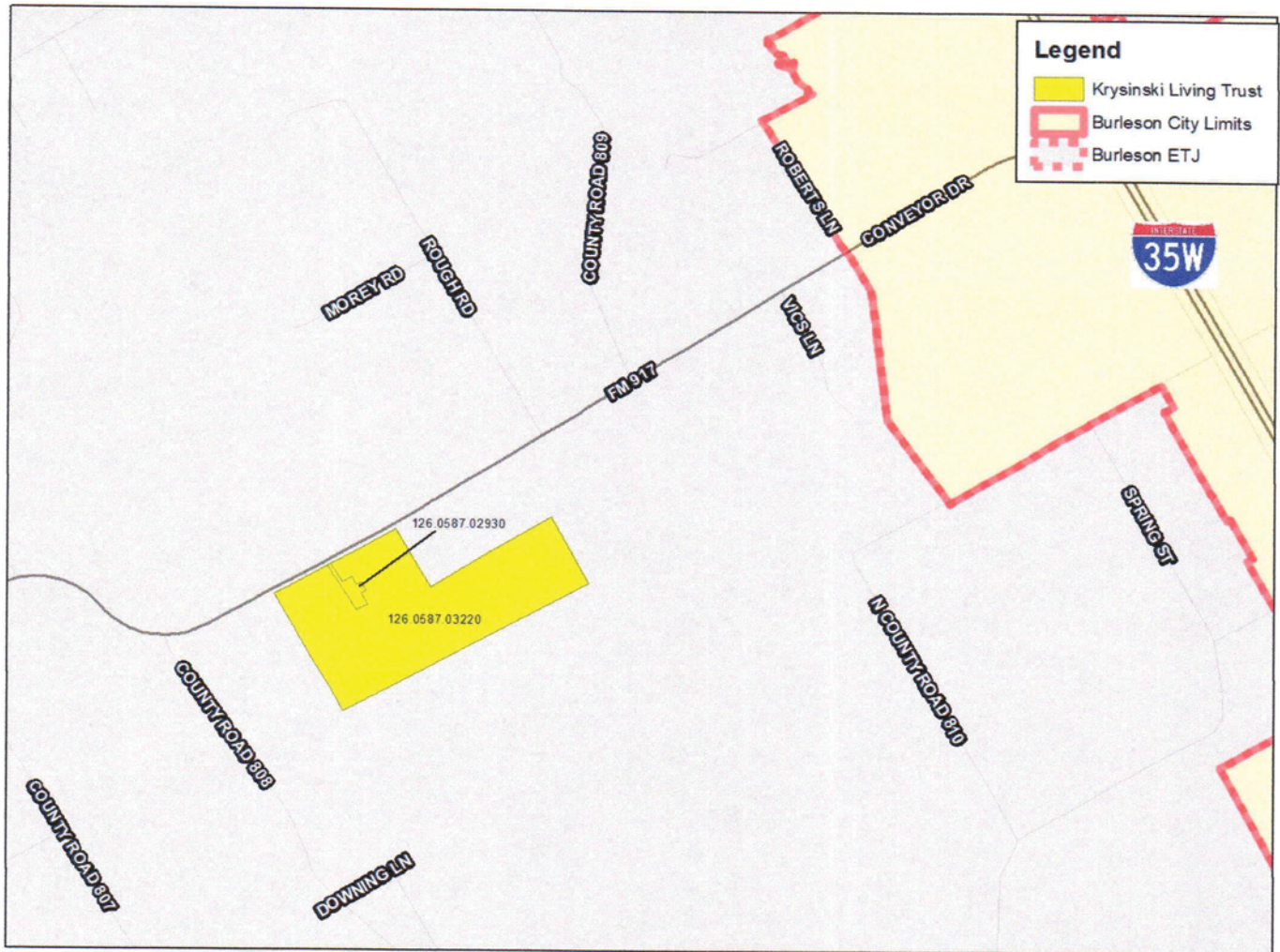

Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



| Geo Reference | Area | Case Manager | Legal Description | JCCAD Acres | Owner |
|----------------|------|--------------|---|----------------|------------------------|
| 126.0587.03220 | 8 | Bond | Abstract 587 Tract 2, 3, PT 4, 5 H R MC Clure | 52.66 | Krysinski Living Trust |
| 126.0587.02930 | 8 | Bond | Abstract 587 Tract 4, 5 H R MC Clure | 1.00 | Krysinski Living Trust |

THE KRYSINSKI LIVING TRUST

THIS AGREEMENT OF TRUST is made and executed at Burleson, Johnson County, Texas, on this the 27th day of August, 2007, by and between PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI, hereinafter referred to as "Settlors", or as "Settlor" when reference is made to only one of them, and PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI, hereinafter referred to as Trustees, of this trust known as **THE KRYSINSKI LIVING TRUST**.

WITNESSETH:

WHEREAS, the Settlers wish to establish a revocable trust by transferring the assets described on the attached Schedule A to the Trustees to hold and administer upon the terms and conditions set forth in this Trust Agreement; and

WHEREAS, Settlers contemplate that they may, by inter vivos document, transfer other assets and property to the Trustees, to be added to the trust estate; and

WHEREAS, the Trustees are willing to hold and administer such property as they may receive upon the terms and conditions set forth in this Trust Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Settlers and the Trustees do hereby agree as follows:

ARTICLE I.

Trust Estate

Settlers have conveyed, transferred, and assigned and do by these presents convey, transfer, and assign unto the Trustees the assets and properties described on Schedule A attached hereto and made a part hereof. Such assets and properties shall be held, administered, and distributed as a revocable, amendable trust, subject to the provisions hereof, for the uses and purposes hereinafter set out. Settlers or any other person or persons may by a written document, by a Will, or by naming the Trustees as beneficiary of life insurance or employee benefit plan proceeds, deliver to the Trustees at any time and from time to time additional assets and properties acceptable to the Trustees, which additional assets and properties shall be held, administered, and distributed pursuant

to this Trust Agreement. The Settlers shall have the right to use and occupy residential property owned by the trust created hereunder as the Settlers' principal residence rent free and without charge until the death of the last to die of both Settlers or until this Trust Agreement is revoked or terminated, whichever occurs first. Further, any such property (or any interest therein) shall be acquired by an instrument of title that describes the property with sufficient certainty to identify it and the interest acquired, and the instrument shall be recorded in the real property records of the county in which the property is located. This section shall be construed in accordance with the Settlers' intentions to qualify such property as the Settlers' residential homestead for ad valorem tax purposes by causing the trust which owns such property to be a "qualifying trust" as defined and described in Section 11.13(j) of the Texas Tax Code. This intention shall be overriding and shall control if it conflicts with the literal language of this section. No gift, change or transfer of community property or separate property interests is intended by the terms of this trust during the joint lives of Settlers. Investment or income-producing assets and property added to this trust during the joint lives of Settlers, and the income therefrom, shall be considered as community property of Settlers by the Trustees unless when delivered said property is designated in writing to be the separate property of one of the Settlers. The Trustees shall maintain records and accounts to appropriately identify such property, with all income being designated and identified as the community property of Settlers; provided, however, that the Trustees shall have no duty to characterize property of the trust as community or separate property and shall have the right to rely on representations of Settlers, or either of them, as to such property's character. Any property subsequently withdrawn from the trust estate shall have the same character as community or separate property which it would have had if it had never become a part of the trust estate.

ARTICLE II.

Identification of Beneficiaries

The primary beneficiaries of this trust are the Settlers, PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI. After the surviving Settlor's death and pursuant to the terms of Article VII below,

the trust may continue for the benefit of the beneficiaries of Settlers, namely Felician Nuns, St. Ann's Catholic Church, St. Jude's Hospital, St. Mary's Cemetery, Michael Christopher Lott's daughter Nadia Lott, Michael Christopher Lott's son William Michael Lott, and Salesean Missions.

ARTICLE III.

Revocability of Trust

This trust is revocable during Settlers' joint lives. Settlers shall have the power and right to amend, modify or revoke, in whole or in part, this agreement or any terms or provisions thereof by notice in writing delivered to the Trustees. Such amendment, modification or revocation shall be effective immediately upon delivery to the Trustees, except that changes with respect to the Trustees' duties, liabilities or compensation shall not be effective without the Trustees' written consent. Settlers shall further have the power and right to require and direct the Trustees to distribute to Settlers or to any other person designated by Settlers any property or properties held by the Trustees hereunder; provided, however, either Settlor shall have the unlimited right during the time that both Settlers are living to withdraw all or any part of the trust corpus which is the separate property of such withdrawing Settlor. Upon the death of first Settlor to die, the then remaining trust estate shall be divided as provided in Article V below. Thereupon the trust estate designated by the name of the deceased Settlor shall be irrevocable and not subject to amendment or change by the surviving Settlor or any person whomsoever. The trust estate designated by the name of the surviving Settlor shall continue to be revocable and subject to amendment, modification or revocation, in whole or in part, as provided above.

ARTICLE IV.

Distributions While Both Settlers Are Living

If during the joint lives of Settlers there shall be transferred to the Trustees, to be held in accordance with the terms of this Trust Agreement, investment or income-producing assets, then so long as both Settlers shall live, there shall be distributed to or for the benefit of Settlers so much of the trust income and corpus as Settlers shall from time to time direct in writing. Initially and until

further written notice from Settlor to the Trustees, the Trustees shall distribute to Settlor the net trust income. In the event of the incapacity of either Settlor or both of them then, notwithstanding any prior written instructions to the contrary, the Trustees may distribute to or for the benefit of either or both of Settlor so much of the trust income and corpus as the Trustees shall determine, in their sole discretion, to be necessary and appropriate to provide for the health, maintenance and support of Settlor. Any income not so distributed shall be added to corpus. The Trustees shall, for the purpose of this Article IV, be the sole judge of a Settlor's incapacity; no judicial determination shall be required and the Trustees shall incur no liability to any person whomsoever for making distributions to or for the benefit of Settlor, or either of them, upon the Trustees' determination of a Settlor's incapacity.

ARTICLE V.

Distributions Upon Death of First Settlor to Die

Upon the death of the first Settlor to die, the trust estate shall be disposed of as follows:

A. If one Settlor shall survive the other Settlor by ninety (90) days, the trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (½) community property interest and all of such Settlor's separate property interest in the trust, and such trust shares shall be designated as the "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**". Except as otherwise specifically provided herein, "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**" shall be deemed and referred to for the purposes herein as one trust and any distributions of income or corpus by the Trustees on behalf of the surviving Settlor shall be made equally from each trust. The trust estate shall continue to be held, administered and distributed for the following uses and purposes, and subject to the following provisions, conditions and limitations:

1. Income. During the life of the surviving Settlor, the Trustee shall pay to the surviving Settlor, at such intervals as the Trustee may determine, so much or all of the net income as the Trustee, in the Trustee's sole and absolute discretion, deems necessary and

appropriate to provide for the health, maintenance, and support of the surviving Settlor in accordance with his or her station in life. Any income not distributed shall be accumulated and added to the corpus of the trust.

2. Special Distributions of Corpus. If at any time during the existence of the trust, the net income which shall be distributed to the surviving Settlor under the terms hereof shall not be adequate in the opinion of the Trustee for the surviving Settlor's health, maintenance and support in accordance with his or her station in life considering all other sources of income available to him or her, then the Trustee may make supplemental distributions of corpus out of the trust directly to the surviving Settlor to the extent and in the manner that the Trustee may deem advisable. Distribution of the entire corpus of the trust is authorized if the Trustee shall determine such distribution to be in the best interest of the surviving Settlor in accordance with the foregoing standard.

3. Reserve for Taxes and Obligations. Upon the death of the surviving Settlor, the Trustee shall be authorized to withhold from distribution an amount of property sufficient, in the Trustee's judgment, to cover any liability that may be imposed upon the Trustee or the trust for estate, excise, or inheritance taxes attributable to the inclusion of the trust property in the surviving Settlor's estate and to pay such liabilities out of the trust. The Trustee is further authorized, in the Trustee's sole and absolute discretion, to withhold from distribution, as much property that is sufficient to pay any of the surviving Settlor's obligations (including all taxes) or expenses with respect to the administration of his or her estate and to pay such obligations or expenses out of the trust. Any payment made pursuant to this paragraph may be paid directly or made to the legal representative of the surviving Settlor's estate, as the Trustee deems advisable. Upon the Trustee being satisfied that the Trustee no longer has any liability with respect to such taxes, and that the Trustee need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of the preceding paragraph. The

Trustee's selection of assets to be sold to make payments pursuant to this paragraph, and the tax effects thereof, shall not be subject to question by any beneficiary hereof. Likewise, neither the trust nor any trust beneficiary shall be entitled to reimbursement from the surviving Settlor's estate or his or her heirs or devisees on account of any payment made pursuant to this paragraph.

ARTICLE VI.

Distributions Upon the Death of the Last Settlor To Die

Upon the death of the surviving Settlor, the entire trust estate shall be distributed, subject to the following provisions, conditions and limitations, and subject to restrictions imposed upon distribution because of age as hereinafter provided, outright and FREE FROM TRUST, in equal shares, to in the undivided interests set opposite the hereinafter named beneficiaries of Settlers, as follows:

| <u>NAME OF SETTLORS' BENEFICIARY</u> | <u>UNDIVIDED INTEREST IN TRUST ESTATE</u> |
|--|---|
| St. Mary's Cemetery maintenance St. Mary's Rectory, 715 N. Main St., Bremond, Texas | \$1,500.00 |
| Michael Christopher Lott's daughter, Nadia Lott | \$20,000.00 |
| Michael Christopher Lott's son, William Michael Lott | \$20,000.00 |
| Salesian Missions - chapel 2 Lefevre Lane, New Rochelle, New York 10802-0030 | \$20,000.00 |

The remainder of the estate shall then be distributed as follows:

| | |
|---|----------------------|
| Felician Sisters, 4210 Meadowlark Lane S.E., Rio Rancho, New Mexico 87124-1021 | Forty percent (40%) |
| St. Ann's Catholic Church, Burleson, Texas (Backpack Ministry if in existence; otherwise, the church building fund) | Thirty percent (20%) |
| St. Jude's Children's Hospital, Memphis, Tennessee | Thirty percent (40%) |

Provided, however, if a beneficiary of Settlor is then deceased or the entity named is no longer in existence, the share of such deceased beneficiary shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlor surviving at the time of the death of the last Settlor to die. If the beneficiaries of Settlor should die prior to the death of the Settlor who is the last to die, the then remaining corpus and undistributed income of **The PAUL E. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSINSKI and the then remaining corpus and undistributed income of **The FRANCES P. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of FRANCES P. KRYSINSKI. Provided, however, if both PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI shall die simultaneously or at any time prior to the division of the trust estate as hereinabove provided, the then remaining corpus and undistributed income of the combined trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (1/2) community property interest and all of such Settlor's separate property interest in the then remaining trust, and each separate trust share shall be distributed outright and FREE OF TRUST to the heirs-at-law of its respective Settlor. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlor had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VII.

Restrictions Upon Distribution Because of Age

In the event that any beneficiary has not reached the age of 21 years, then the Trustee shall hold the share or shares of such beneficiary, IN TRUST NEVERTHELESS, for the uses and purposes hereinafter set forth.

A. The Trustee, in the Trustee's discretion, shall distribute to or for the benefit of each beneficiary, as much of the income, and in addition, so much of the corpus of each separate, per

stirpes share or trust created for that particular beneficiary as the Trustee shall consider appropriate for his or her education.

B. Any income or corpus not so distributed or used shall be separately accumulated for each beneficiary and the separate, per stirpes share or trust distributed to said beneficiary when he or she reaches the age of 21 years, at which time the Trustee shall transfer, convey, deliver and pay over to said beneficiary, FREE FROM TRUST, all of the property then constituting his or her trust estate.

C. If any beneficiary of a share or trust being held for his or her benefit shall die before complete distribution of his or her trust estate, then upon the death of such beneficiary, the share or trust shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlers surviving at the time of the death of the last Settlor to die. distributed as provided below in Paragraph D of this Article VII.

D. Any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The PAUL E. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSINSKI and any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The FRANCES P. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST the heirs-at-law of FRANCES P. KRYSINSKI. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlers had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VIII.

General Provisions Relating to the Trustees

All of the provisions of this Article VIII are applicable to all trusts and shares created by this Trust Agreement.

A. Joint Control. Except as otherwise stated herein, in any event when two trustees are serving, the rights, powers, duties and discretions of the trustees shall be exercisable jointly, except for the original, initial Trustees, PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI, each of whom may act singly without the joinder of the other. In any event when more than two trustees are serving jointly hereunder, unless otherwise stated herein, the rights, powers, duties and discretions shall be exercisable by a majority vote of the trustees then serving.

B. Succession of Trustees During the Lifetime of Both Settlers. The initial Trustees of the trust created by this Trust Agreement shall be PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI. If either PAUL E. KRYSENSKI or FRANCES P. KRYSENSKI should fail or cease to serve as Trustee for any reason, the other Settlor shall continue to serve singly as Trustee. If both PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI should fail or cease to serve as Trustees for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES".

C. Succession of Trustees After Death of First Settlor To Die. Upon the death of the first Settlor to die, the surviving Settlor shall serve singly as Trustee of both trusts hereinabove created as "**The PAUL E. KRYSENSKI Trust**" and "**The FRANCES P. KRYSENSKI Trust**". If the surviving Settlor should fail or cease to serve as Trustee for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF

SUCCESSOR TRUSTEES".

D. Removal of Trustees. The Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to remove any trustee and successor trustees then serving hereunder and further, the power to appoint a successor trustee. If a trustee is removed, such trustee must be replaced by another trustee in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES". Such removal shall be by a written document, duly executed and acknowledged by the removing parties and by the successor trustee appointed as the replacement trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. The successor trustee shall promptly deliver a copy of such recorded document to the trustee being removed and then serving and the delivery of such recorded document shall immediately deprive the removed trustee of all powers as trustee hereunder. No purchaser or other person dealing with any trustee serving hereunder is obligated to examine the County records and such person or persons shall be protected in all transactions made with any trustee serving hereunder, whether or not any such replacement has taken place.

E. Resignation of Trustees. Any trustee serving hereunder is authorized to resign by filing a document, duly executed and acknowledged by the resigning trustee, for record in the Real Property Records of Johnson County, Texas, which filing shall immediately deprive such resigning trustee of all powers as trustee hereunder; provided, nevertheless, that at least thirty (30) days prior to filing such document, the resigning Trustee shall give written notice thereof to the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability),.

F. Appointment of Successor Trustees. If any trustee appointed or serving pursuant to this Trust Agreement should fail or cease to serve as trustee for any reason and no trustee has been named in this document to serve as successor, or if all successor trustees named herein have failed

or ceased to serve for any reason, then the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to appoint, as successor trustee, any national or state bank or trust company possessing trust powers and having a capital, surplus and undivided profits of at least Twenty Million Dollars, or any individual regardless of domicile. Such appointment shall be made by a written document, duly executed and acknowledged by the appointing parties and by the successor trustee being appointed, and shall be filed for record in the Real Property Records of Johnson County, Texas. If a successor trustee is not appointed as hereinabove provided, then a court of competent jurisdiction shall appoint a successor trustee with the qualifications set forth above, and the costs associated with such a court proceeding shall be paid from the trust or trusts for which the successor trustee is appointed.

G. Relinquishment of Powers. Any trustee may release or relinquish any one or more of any powers, rights or privileges which, in the trustee's judgment, unless released or relinquished, might result in adverse consequences to the trust estate or any beneficiary because of changes in law or interpretation of the law. Any such release or relinquishment shall be made by a written document, duly executed and acknowledged by said trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. After any power has been so released or relinquished, it shall never again be exercised by such trustee.

H. Compensation and Bond. Any trustee serving hereunder shall be reimbursed for any and all expenses incurred while acting as trustee of the trust created pursuant to the provisions hereof, and in addition any corporate trustee shall receive fair and reasonable compensation for services as trustee in accordance with the corporate trustee's regular fee schedules as published from time to time. No trustee serving hereunder shall be required to furnish bond or any other security, and all rights, powers, authorities, privileges and discretions herein conferred upon any trustee authorized to serve hereunder shall be exercised without the supervision of any court, it being intended that so far as can be legally provided the trustee serving shall be completely free of all court

supervision of any kind, including the requirements of any accounting; provided, however, that the then serving trustee shall furnish an accounting to any beneficiary or guardian of any beneficiary upon reasonable demand made therefor.

I. Powers and Duties of Successor Trustees. On the appointment and qualification of any successor trustee, the same duties shall devolve on and the same rights, powers, authorities, privileges, and discretions shall inure to such successor trustee as to the Trustees originally designated hereunder. All rights, powers, authorities, privileges and discretions shall be exercised without the supervision of any court. No successor trustee shall have any duty, responsibility, obligation or liability whatsoever for the acts, defaults or omissions of any predecessor trustee. Any successor trustee named herein shall be responsible only for the assets delivered by the preceding trustee, or his or her legal representative, and may accept as correct the statements of such predecessor, or his or her legal representative, that these constitute all of the assets of the trust estate, without any duty to inquire into the administration or accounting by the preceding trustee. No successor trustee shall be held responsible for and by reason of any act or omission of a predecessor in trust.

J. Reorganization of any Corporate Trustee. Any corporation or national or state banking association that shall succeed to all or the greater part of the assets of any corporate trustee serving hereunder by purchase, merger, consolidation, or otherwise, shall succeed to all the rights, duties, and functions of such corporate trustee as trustee under all trusts governed by this Trust Agreement for which the corporate trustee is then serving or may serve as trustee.

ARTICLE IX.

General Provisions Relating to the Trust

A. Situs of Trust. The trusts created herein shall be deemed Texas trusts and shall, in all respects, be governed by the laws of the State of Texas. However, if the Trustees, in the Trustees' sole discretion, determines that a change of situs would be beneficial to the purposes of any separate trust established by this Trust Agreement, the Trustees shall have the discretion and authority to

change the situs of any such trust to another state. Formal notice of any change of situs may be given by filing of record a written declaration in the Real Property Records of Johnson County, Texas. If the situs of any such trust is changed to another state, then the trust shall, in all respects, be governed by the laws of the state which is the new situs. No such change of situs shall be authorized herein, however, which would result in a termination of the trust for federal tax purposes.

B. Small Trust Provision. Any provision of this Trust Agreement to the contrary notwithstanding, any trustee, other than a beneficiary hereof, shall have the discretionary power to terminate any separate trust created by this Trust Agreement whenever the continued management thereof is no longer economical because of the small size of such trust, taking into consideration financial or other special advantages to the beneficiary or beneficiaries of continuing the trust estate. Upon the termination of any trust estate, the then remaining corpus and undistributed income shall be distributed outright and free of trust to the Settlor as their interests may appear, if both of them are then living; otherwise to the surviving Settlor, if living; otherwise to the beneficiaries thereof, or to a custodian named for a beneficiary under a Uniform Transfers to Minors Act, or to the beneficiaries' legal representatives in proportion to their respective presumptive interests in the trust or share at the time of such termination. Upon such distribution and delivery, the said trust or share shall terminate and the Trustee then serving shall not be liable or responsible to any person or persons whomsoever for so acting. The Trustee then serving shall not be liable for failing or refusing at any time to terminate the trust or a share thereof as authorized by this paragraph.

C. Merger of Trusts. If any time the Trustee of any trust created pursuant to this Trust Agreement shall also be acting as Trustee of any other trust created hereby, or by a Will for the benefit of the same beneficiary or beneficiaries upon substantially the same terms and conditions, the then serving Trustee is authorized and empowered, if in such Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries of the trust created hereunder, to transfer and merge all of the assets then held under such trust created pursuant to this Trust Agreement to and with such other trust and thereupon and thereby to terminate the trust created hereby. Such Trustee

is further authorized to accept the assets of the other trust which may be transferred to such trustee of the trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Trust Agreement. If the component trusts differ as to contingent beneficiaries and the contingency occurs, the funds may be distributed in such shares as the Trustee, in the Trustee's sole discretion, shall deem necessary to create a fair ratio between the various sets of remaindermen. If any trust created in this Trust Agreement is merged with any trust created under any other document, such merged trust shall not continue beyond the date on which the earliest maximum term of the trusts so merged would, without regard to such merger, have been required to expire. Settlers further direct that, as to any property belonging to any trust estate at any time (including a merged trust) as to which under the laws of any state applicable to said property that trust is required to be terminated at any time prior to its normal termination date, the trust as to that particular property shall terminate at the time required by the laws of said state.

D. Perpetuities Provision. Notwithstanding any other provisions of this Trust Agreement to the contrary, any trust herein created, if it has not previously terminated, shall terminate twenty-one (21) years after the death of the last to survive of the Settlers and all the lineal descendants of the Settlers living on the date of this Trust Agreement. Upon such termination, the remaining assets and property of the trust shall be delivered and distributed, outright and free of trust, to the person or persons to whom the income of the particular trust may be distributed at that time. If the income of a particular trust may be distributed to more than one person at that time, the then serving Trustee shall divide the assets and properties between such persons in such proportions between them as said Trustee shall determine, in the Trustee's sole discretion, to best carry out the Settlers' intentions as expressed in this document.

E. Spendthrift Provision. No beneficiary shall have the right or power to anticipate, by assignment or otherwise, any income or corpus given to such beneficiary or any portion thereof; nor, in advance of actually receiving the same, shall any beneficiary have the right or power to sell, transfer, encumber or in anywise charge same; nor shall such income or corpus, or any portion of

same, be subject to any divorce, execution, garnishment, attachment, insolvency, bankruptcy or other legal proceeding of any character, or legal sequestration, levy or sale or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of such beneficiary's debts or other obligations.

ARTICLE X.

Powers of the Trustees

The Trustees shall have and may exercise the following rights, powers and privileges with respect to each trust created by this document, unless specifically limited by other provisions of this document:

A. **General Powers.** The Trustees may sell, exchange, alter, mortgage, pledge or otherwise dispose of trust property; borrow any sum believed by the Trustees to be necessary or desirable for protecting the trust or any part thereof, making any income or corpus payment or distribution, or for any other purpose which in the Trustees' opinion may be appropriate; pay all reasonable expenses; execute obligations, negotiable and nonnegotiable; join in, by deposit, pledge, or otherwise, any plan of reorganization or readjustment of any investments of the trust, and vest in a protective committee or other legal entity such power as in the Trustees' opinion may be desirable; and sell for cash and/or credit all or any part of the trust property.

B. **Distributions.** The Trustees shall have full power and authority to make all partitions, divisions and distributions contemplated by any of the provisions of this Trust Agreement. Any partitions, divisions or distributions may be made by allocating assets and property proportionately in kind or by allocating undivided interests therein in kind. Any partition, division, or distribution made by the Trustees in good faith shall be binding and conclusive on all interested parties. In the event that a beneficiary shall, in the opinion of the Trustees, be incapacitated by reason of age, illness, or any other cause at the time of a particular distribution, the Trustees may apply the distribution for the benefit of such beneficiary in any manner that the Trustees may deem advisable, whether by payment of such beneficiary's expenses or to any such beneficiary, the legal or natural

guardian, the person having custody of such beneficiary or any other person deemed suitable by the Trustees. Should any property be distributable hereunder to a minor person, the Trustees may make the distribution to a custodian for such person under the Uniform Transfers to Minors Act of Texas or any other state.

C. Conservation of Trust Properties. The Trustees may hold, manage and conserve any and all properties transferred to the trust and may take any action that the Trustees may deem necessary or appropriate, including the exercise of all rights and powers that a prudent owner would exercise in managing and conserving properties of a like kind.

D. Investment in Securities. The Trustees may buy, sell or trade any security of any nature (including stocks, stock rights, warrants, bonds, debentures, notes, certificates of interest, certificates of indebtedness and options) or any other things of value issued by any person, firm, association, trust, corporation or body politic whatsoever.

E. Securities and Margin Accounts. The Trustees may buy, sell and trade in securities of any nature, including covered and uncovered options on margin and, for such purposes, may maintain and operate margin accounts with brokers and may pledge any securities with brokers as security for loans and advances made to the Trustees.

F. Investment in Real Estate and Personal Property. The Trustees may, at such cost and upon such terms as the Trustees may deem advisable, purchase or otherwise acquire real estate and personal property of any kind and hold, manage and conserve the same in whatever manner the Trustees may deem best; lease such property under a lease or leases to commence at once or in the future and for any period of time, even though such period may extend beyond the duration of the trust; renew and extend leases; partition, exchange, release, convey or assign any right, title or interest of the trust in any real estate or personal property owned by the trust; plat real estate and lay out and dedicate streets, alleys and ways; and improve and erect buildings on any real property (in addition to or substitution for buildings at any time existing thereon).

G. Investment in Oil, Gas and Other Mineral Interests. The Trustees may purchase or

otherwise acquire oil, gas and other mineral interests, leases, royalties, overriding royalties, production payments, oil payments, gas payments, net profit overriding royalties, and net profit interests; grant, make and release oil, gas and other mineral leases, subleases and farmouts; enter into development and drilling contracts, operating contracts and utilization agreements; make arrangements for present or future pooling of any interest in oil, gas or other mineral properties and for secondary recovery projects, and exercise with respect to any and all oil, gas and other mineral properties all rights and powers that a prudent owner would have with respect to properties of a like kind.

H. Investment in Undivided Interests. The Trustees may, for any trusts created under this Trust Agreement, jointly hold, manage and invest in one or more assets, properties or consolidated funds, in whole or in part, as the Trustees may determine. As to each asset, property or consolidated fund, division into the appropriate shares need be made only on the Trustees' books of account, in which each trust shall be allotted its proportionate part of the principal and income of the asset, property or fund and charged with its proportionate part of the expenses thereof. No such holding shall, however, defer the vesting in possession of any estate created by this Trust Agreement.

I. Investment in Partnerships. The Trustees may purchase or otherwise acquire an interest in any partnership conducting a lawful business, transfer trust property to any partnership which will conduct or is conducting any lawful business, or become either a general or limited partner of any such partnership.

J. Power to Organize or Continue Business. The Trustees may continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which the trust may own or in which it may be financially interested for such time as the Trustees may deem to be in the best interests of the trust; employ in the conduct of any such business such capital out of trust as the Trustees may deem proper; borrow money for use in any such business alone or with other persons financially interested in such business, and secure loans by a mortgage, pledge or any other manner of encumbrance of not only the trust's property and interest in such

business but also such portion of the trust outside of such business as the Trustees may deem proper; organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities and convey to it or them trust property or any part thereof; and generally exercise with respect to the continuance, management, sale or liquidation of any business which the trust may own or in which it may be financially interested, or of any new business or business interest, all the rights and powers which a prudent owner of any such business would have.

K. Selection and Retention of Investments. Any property acquired by the Trustees and at any time constituting any part of the trust shall be deemed a proper investment, and the Trustees shall be under no obligation to dispose of or convert such property. Investments need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustees may invest all funds available for investment at any time that the Trustees may deem advisable in such investments as the Trustees may be permitted to make pursuant to the terms hereof. The Trustees, unless otherwise herein specifically prohibited, shall have as wide a latitude in the selection, retention and making of investments as any individual would have in retaining or investing his or her own funds and shall not be limited to nor bound or governed by any statute or regulation respecting investments.

L. Holding Title to Investments. The Trustees may hold title to investments in the name of the Trustees or a nominee. If the trust owns assets located in a jurisdiction in which the Trustees cannot be authorized to act, then the Trustees may appoint any national bank authorized to act in such jurisdiction as Trustees of such assets and confer on such Trustees any power as may be necessary in the premises, but, in any event, such Trustees shall account for all net income and/or net proceeds from the sale of such assets to the Trustees acting hereunder.

M. Power to Make Loans. The Trustees may make loans, secured or unsecured, in such amounts, upon such terms, at such reasonable rates of interest, and to such persons, firms or corporations as the Trustees may deem proper and appropriate; provided, however, that the Trustees shall not be empowered to make any loan to any person or corporation then serving as Trustees

hereunder.

N. Power to Vote Stock. The Trustees may vote shares of stock in person or by proxy, with or without power of substitution; exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or security comprising at any time a part of the trust, and exercise by agent or attorney-in-fact any right appurtenant to any property or matter in which the trust may be interested.

O. Protection of the Trust Estate. The Trustees may protect, perfect and defend the title to any trust property; sue and be sued; enforce any bonds, mortgages or other obligations or liens owned by the trust; compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; waive or release rights of any kind; and abandon any property considered by the Trustees to be worthless.

P. Notes, Mortgages, and Foreclosures. The Trustees may, at any time, reduce the rate of interest payable on any bond, note, or other security owned by the trust; continue mortgages upon and after maturity, with or without renewal, or extend the same upon such terms as seem advisable to the Trustees without reference to the value of the security at the time of such continuance; modify or release any guaranty or mortgage; as an incident to collection of any bond or note, foreclose and bid in the property at foreclosure sale, acquire the property by deed from the mortgagor or obligor without foreclosure and retain the property so bid in or taken over without foreclosure.

Q. Insurance. The Trustees may carry such insurance coverage (in stock companies or in mutual companies), including public liability, property damage and life insurance, for such hazards and in such amounts as the Trustees may deem advisable. With respect to life insurance, the Trustees may acquire life insurance on the life of any beneficiary or on the life of any person in whom a beneficiary has an insurable interest from any company in such amount and type as the Trustees may deem advisable, pay all premiums from either income or principal, and designate as beneficiary the Trustees of the trust. With respect to all insurance policies held in the trust estate, unless the Trustees shall arrange for the automatic application of dividends in reduction of premium

payments, dividends shall be treated as a return of corpus and applied to the payment of such premiums.

R. Employ and Compensate Agents and Representatives. The Trustees may employ, appoint, remove and compensate, out of income or corpus or in such proportion between income and corpus as the Trustees may deem proper, agents or other representatives, including accountants, brokers, attorneys-at-law, attorneys-in-fact, investment counsel, investment brokers, realtors, rental agents, geologists, engineers, and other assistants and advisers as deemed by the Trustees to be helpful in the proper administration of the trust, without liability for any neglect, omission, misconduct, or default of such agent or representative, provided such agent or representative was selected and retained by the Trustees with due care.

S. Establish and Maintain Reserves. Out of rents, profits, or other income received, the Trustees may set up reserves for taxes, assessments, insurance premiums, repairs, improvements, depletion, depreciation, obsolescence and general maintenance of buildings or other property.

T. Power to Determine Income and Corpus. Stock dividends and capital gains shall be treated as corpus. Except as herein otherwise specifically provided, the Trustees shall determine in accordance with general principles of federal tax law the manner in which expenses are to be borne and receipts credited between corpus and income and what shall constitute income, net income and corpus. In determining such matters, the Trustees may give consideration to, but shall not be bound by, the provisions of the Texas Trust Code.

U. Liability of Third Party. No purchaser at any sale made by the Trustees or person dealing with the Trustees is obliged to see to the application of any money or property paid or delivered to the Trustees or to inquire into the expediency or propriety of, or the authority of the Trustees to enter into and consummate, any transaction.

V. Documents. The Trustees may execute and deliver any deeds, conveyances, assignments, leases, contracts, stock or security transfer powers, or any other written document of any character appropriate to any of the powers or duties herein conferred upon the Trustees.

W. Transactions with Beneficiaries and Fiduciaries. The Trustees is authorized to enter into any transaction permitted by this Trust Agreement, even though the other party to that transaction is a beneficiary; the estate of a beneficiary; a trust created by or for the benefit of a beneficiary, whether living or deceased; the estate of either Settlor; a personal representative of any estate, including that of either Settlor; or a Trustees of any trust, including the Trustees under this Trust Agreement acting individually; except to the extent that the Texas Trust Code, as amended, or any successor statute may expressly prohibit Settlers from authorizing any corporate Trustees serving hereunder from engaging in any such transaction. The Trustees is authorized, but not directed, to lend trust funds to the personal representatives of the Settlers' estates upon such security and for such time and at such rate of interest as the Trustees, in their sole discretion, deems proper, and to purchase any assets from the personal representatives of the Settlers' estate for such sums and on such terms as the Trustees may deem appropriate or proper; provided, however, that the Trustees shall be required to act in all such matters on the same basis as it would in dealing at arm's length with an unrelated third party.

X. Reserve for Taxes and Obligations. Upon the date of the first Settlor to die, the Trustees shall be authorized to withhold from distribution of principal in accordance with this Trust Agreement an amount of property sufficient, in its judgment, to cover any liability that may be imposed upon the Trustees or the trust estate for estate, inheritance or other taxes attributable to the estate of the first Settlor to die or to meet any obligations (including all taxes) of such Settlor or expenses with respect to the administration of his or her estate, and to pay such liabilities, obligations and expenses out of the trust created hereunder. Upon the Trustees being satisfied that they no longer have any liability with respect to such taxes and that they need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of this Trust Agreement. Neither the trust estate nor any trust beneficiary shall be entitled to reimbursement from the estate of such Settlor, or his or her heirs or devisees, on account of any payment made pursuant to this paragraph.

Y. Powers Cumulative. Except as herein otherwise provided, the powers conferred upon the Trustees shall not be construed as in limitation of any authority conferred by law, including but not limited to the Texas Trust Code (including any amendments thereto) and its successor statute or statutes, but as in addition thereto.

ARTICLE XI.

Provisions Relating to Life Insurance Policies

A. Rights Reserved in Policies and Benefit Plans. The Settlers reserve to themselves during their joint lifetimes, and may receive or exercise without the consent or approval of the Trustees or any beneficiary hereunder, all benefits, payments, dividends, surrender values, options, rights, powers and privileges with respect to the policies listed in the attached Schedule A, and any other policies or any benefit plans which may be made payable to the Trustees hereunder, including, but not limited to, the following:

1. The power, as provided in Article I above, to add the proceeds of any other policies of insurance and any benefit plans to the operation of the trust by making such policies and benefit plans payable to the Trustees;
2. The right to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values or the proceeds of matured endowments;
3. The power to obtain and receive from the respective insurance companies such advances or loans on account of policies as may be available;
4. The power to exercise any option, right or privilege granted in any policy or benefit plan;
5. The power to borrow on, sell, assign or pledge any policy or rights under any benefit plan;
6. The power to change the beneficiary of any policy or benefit plan;
7. The power to withdraw a policy or benefit plan from the operation of this trust in order to exercise a reserved power or for any other purpose;

8. The power to change the beneficiaries under this Trust Agreement, their respective shares and plans of distribution; and

9. The power to convert any policy of insurance into another form or forms of insurance.

It is the intent of the parties hereto that as to the life insurance policies listed on the attached Schedule A, the Trustees shall receive only the proceeds payable at the death of the insured Settlor subject to all loans and charges against such proceeds as may have accrued during such Settlor's lifetime, and the Settlers shall, during their joint lifetimes, retain all other contractual benefits, powers and options under such policies and benefit plan. Upon the death of the first Settlor to die, the rights and powers described in this Article XI shall pass from the surviving Settlor to the Trustees.

B. Duty Regarding Policies and Premium Payments.

1. Settlers' Duties. It is the Settlers' intention to pay all premiums, assessments, or other charges necessary to keep all policies owned by them and payable to the Trustees in force, but the Settlers shall be under no duty to do so and shall sustain no liability to anyone if Settlers should permit any policies within operation of the trust to lapse for nonpayment of premiums, assessments, or other charges, or otherwise permit the policies, or any of them, to become uncollectible.

2. Trustees' Duties. The Trustees shall be under no obligation, during the lifetime of the Settlers, to pay any premiums, assessments, or other charges necessary to keep the policies in force, nor shall the Trustees be under any obligation to ascertain whether the same have been paid, or to notify any person of the non-payment of premiums. The Trustees shall keep safely all policies deposited with the Trustees, and shall, at the request of the Settlers, execute such releases and other documents as shall be required to permit the Settlers to exercise any options, privileges, or powers reserved to the Settlers hereunder.

C. Trustees' Duties Upon Insured Settlor's Death. As soon as practicable after the death

of an insured Settlor, the Trustees shall make such proofs of death as shall be required under any policies of insurance then within the operation of this Trust Agreement and payable to the Trustees, and the Trustees shall receive such sums of money as shall be due to the Trustees under the terms of such policies of life insurance, including double indemnity benefits, and hold the same, in trust, for the uses and purposes hereinafter set forth. To facilitate the receipt of such sums of money, the Trustees shall have the power to execute and deliver receipts and other documents, to compromise or adjust disputed claims in such manner as the Trustees, in the Trustees' sole discretion, may deem just, and to take such steps as the Trustees, in the Trustees' sole discretion, shall deem necessary and proper for collection thereof; provided that if payment on any policy is contested, the Trustees shall not be obligated to take any action for collection unless and until the Trustees shall have been indemnified to the Trustees' satisfaction against any loss, liability, or expense, including attorney's fees; and provided further, that the Trustees may, in the Trustees' sole discretion, use any funds in the Trustees' hands, whether corpus or income, to pay the costs and expenses, including attorney's fees, of bringing action for the collection of the proceeds of any policy hereunder, and the Trustees may be reimbursed for any advances made for such purposes. Upon payment to the Trustees of the amounts due under the policies of insurance payable hereunder, the insurance companies issuing such policies shall be relieved of all further liability hereunder, and no such insurance company shall be under any responsibility to see to the performance of the trust created hereby.

To the extent permitted, the Trustees shall have the right to negotiate and receive proceeds from employee benefit plans in any manner the Trustees may deem prudent and consistent with the tax (estate, generation-skipping, income, and other) and other objectives of any trust established hereunder and its beneficiaries; provided, however, if such proceeds would be otherwise exempt from federal estate taxes in whole or in part, the Trustees shall not elect to receive, use or expend such otherwise exempt proceeds in such a manner as will subject them to federal estate taxation in a Settlor's estate without the written consent of the personal representative of that Settlor's estate.

ARTICLE XII.

Acceptance by the Trustees

The Trustees, by executing this Trust Agreement, hereby accept the trust created by this Trust Agreement and covenant to faithfully discharge all duties of the Trustees hereunder.

ARTICLE XIII.

Definitions and General Provisions

The following definitions and provisions are applicable to this Trust Agreement:

- A. Children and Descendants. The terms "child, children, descendants, issue" and similar terms shall be deemed only to include children born to, or adopted (on or before eighteen years of age) in, a lawful marriage. A posthumous child shall be considered as living at the death of his parent.
- B. Heirs. The "heirs" of a person shall include those persons who would have inherited the personal property of a deceased person had such deceased person died intestate at the time of such distribution, unmarried and domiciled in Texas, under the laws of the State of Texas then in force, taking shares as prescribed by such applicable laws.
- C. Beneficiary. A "beneficiary" is a person who is entitled to distribution of assets hereunder.
- D. Trust. Except as provided otherwise by the context of this document, the word "trust" as used herein shall include any and all trusts created hereunder.
- E. Trust Estate. The term "trust estate" means all assets, however and whenever acquired, including income, which may belong to a trust at any given time.
- F. Trustees. The term "Trustees" shall include within its meaning any trustee and all trustees serving from time to time hereunder and shall refer both to the original Trustees and to any successor or substitute thereof.
- G. Code. The term "Code" refers to the Internal Revenue Code of 1986, as amended, and corresponding provisions of any subsequent federal tax laws.

H. Other Terms. The use of any gender includes the other genders, and the use of either the singular or the plural includes the other.

ARTICLE XIV.

Binding Effect

This Trust Agreement shall extend to and be binding upon the heirs, executors, administrators, legal representatives and successors, respectively, of the parties hereto.

ARTICLE XV.

Captions Not Interpretive

The captions that have been used to designate the various articles, paragraphs and subparagraphs in this Trust Agreement are solely for convenience in reading and ease of reference and shall not be construed in any event or manner as interpretive or limiting the interpretation of the same.

IN WITNESS WHEREOF, this Trust Agreement was executed on this the 27th day of August, 2007.

Paul Krynski
PAUL E. KRYNSKI, Settlor

Frances P. Krynski
FRANCES P. KRYNSKI, Settlor

Paul Krynski
PAUL E. KRYNSKI, Trustee

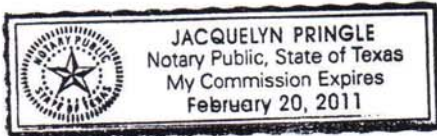
Frances P. Krynski
FRANCES P. KRYNSKI, Trustee

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSENSKI, in his capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

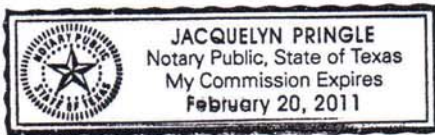
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSENSKI, in her capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

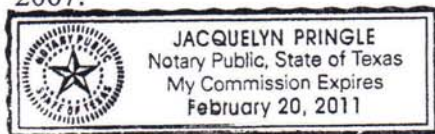
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSENSKI, in his capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

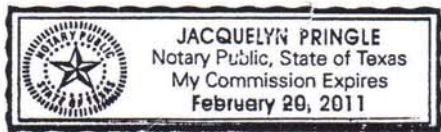
Notary Public, State of Texas

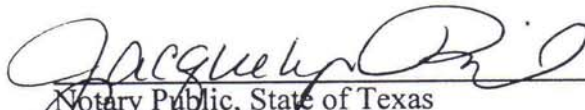
STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSINSKI, in her capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.





Notary Public, State of Texas

SCHEDULE A
TO THE KRYSENSKI LIVING TRUST

DATED August 27, 2007

Initial Assets: All of Settlor's interests in and to the following described properties:

REAL PROPERTY:

Parcel #1

ADDRESS: 5828 Conveyor Dr., Cleburne, Texas 76031

LEGAL DESCRIPTION:

TRACT: 1 All that certain tract or parcel of land containing 17.770 acres, more or less, in the H.R. McClure Survey, Abstract 587 and being the same land described as in that certain Deed dated November 30, 1998 from Veterans Land Board of the State of Texas to Paul Krynski and recorded in Volume 2282 at Page 615 of the Official Public Records of Johnson County, Texas

TRACT: 2 All that certain tract or parcel of land containing 35.940 acres, more or less, in the H.R. McClure, Abstract 587 and being the same land described in that certain Judgment Granting Full Title, Ownership and Possession, dated October 26, 2001, Paul E. Krynski and wife, Frances P. Krynski VS. Unknown Heirs of the J. Thomas Snodgrass, Deceased et al, and recorded in Volume 2718 at Page 790 of the Official Public Records of Johnson County, Texas.

CASH IN BANKS:

Account #1

Institution: Community Bank, Granbury, Texas

Account type: checking

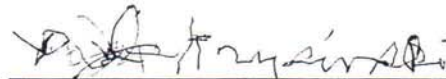
Account/CD #: 1699578

Account #2

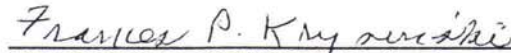
Institution: Edward Jones

Account type: investments

Account/CD #: 239-10155-1-4



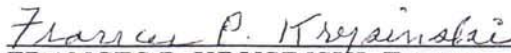
PAUL E. KRYNSKI, Settlor



FRANCES P. KRYNSKI, Settlor



PAUL E. KRYNSKI, Trustee



FRANCES P. KRYNSKI, Trustee

Johnson County
Becky Williams
County Clerk
Cleburne 76033



70 2014 00024206

Instrument Number: 2014-24206

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 36

Number of Pages: 37

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|--------|
| Agreement | 166.00 |
| Total Recording: | 166.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24206
Receipt Number: 15580
Recorded Date/Time: November 07, 2014 12:25:55P
User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON
CUSTOMER PICKUP
BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director

MEETING: November 14, 2022

SUBJECT:

The Reserve at 5828 Conveyor Dr (Case 22-071): Hold a public hearing and consider approval of an ordinance for a zoning change request from defaulted "A", Agriculture, to "SFE" Single-family Estate dwelling district for a single-family gated community. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On March 21, 2022, an application was submitted by Mark Webb representing Webb Consulting Group, on behalf of the owner (Sanjit Bhattacharya), for a zoning change request of approximately 236.36 acres for a single-family residential development.

Development Overview:

The property is currently in the ETJ and consists of several tracts of land that are covered by a previously approved Development Agreement (attached as Exhibit 4) and subject to voluntary annexation under certain conditions. Upon approval of annexation Case 22-073 by City Council, the property would be assigned a default zoning of "A", Agriculture. The applicant has requested to zone the property to "SFE", Single-family Estate dwelling district and has submitted a preliminary plat illustrating 199 one-acre lots and two open space lots that conform to the requested zoning district. Land uses and site development will occur in accordance with City of Burleson Code of Ordinances and the "SFE" Single-family Estate dwelling district zoning.

Zoning and Land Use Table

| | Zoning | Use |
|--------------|----------------------------|-----------------------------|
| Subject Site | ETJ, Development Agreement | Undeveloped |
| North | ETJ | Residential and undeveloped |
| East | ETJ | Residential and undeveloped |
| South | ETJ | Residential and undeveloped |
| West | ETJ | Residential and undeveloped |

This site is designated in the Comprehensive Plan as Future Development.

Uses will be evaluated in these areas with updates based on local/regional trends, annexation rules/policies, and available infrastructure. Staff supports the zoning change request to “SFE”, Single-family estate dwelling district based on the applicant proposing one acre lots which is consistent with the minimum lot size for residential development in the ETJ.

Engineering:

Prior to development of the site, platting and engineering reviews will be required. The applicant is proposing to develop the site with septic (OSSF), as well as privately maintained streets.

OPTIONS:

- 1) Approve an ordinance for a zoning change request subject to annexation; or
- 2) Deny the ordinance for a zoning change request

RECOMMENDATION:

Approve an ordinance for a zoning change request from defaulted “A”, Agriculture, to “SFE” Single-family Estate dwelling district; subject to City Council approval of annexation request (Case 22-073).

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

October 11, 2022 – The Planning and Zoning Commission recommended unanimous approval of the zoning request as submitted by the applicant.

Fiscal IMPACT:

None.

STAFF CONTACT:

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

The Reserve – 5828 Conveyor Dr

Location:

- 5828 Conveyor Dr
- 236.36 acres

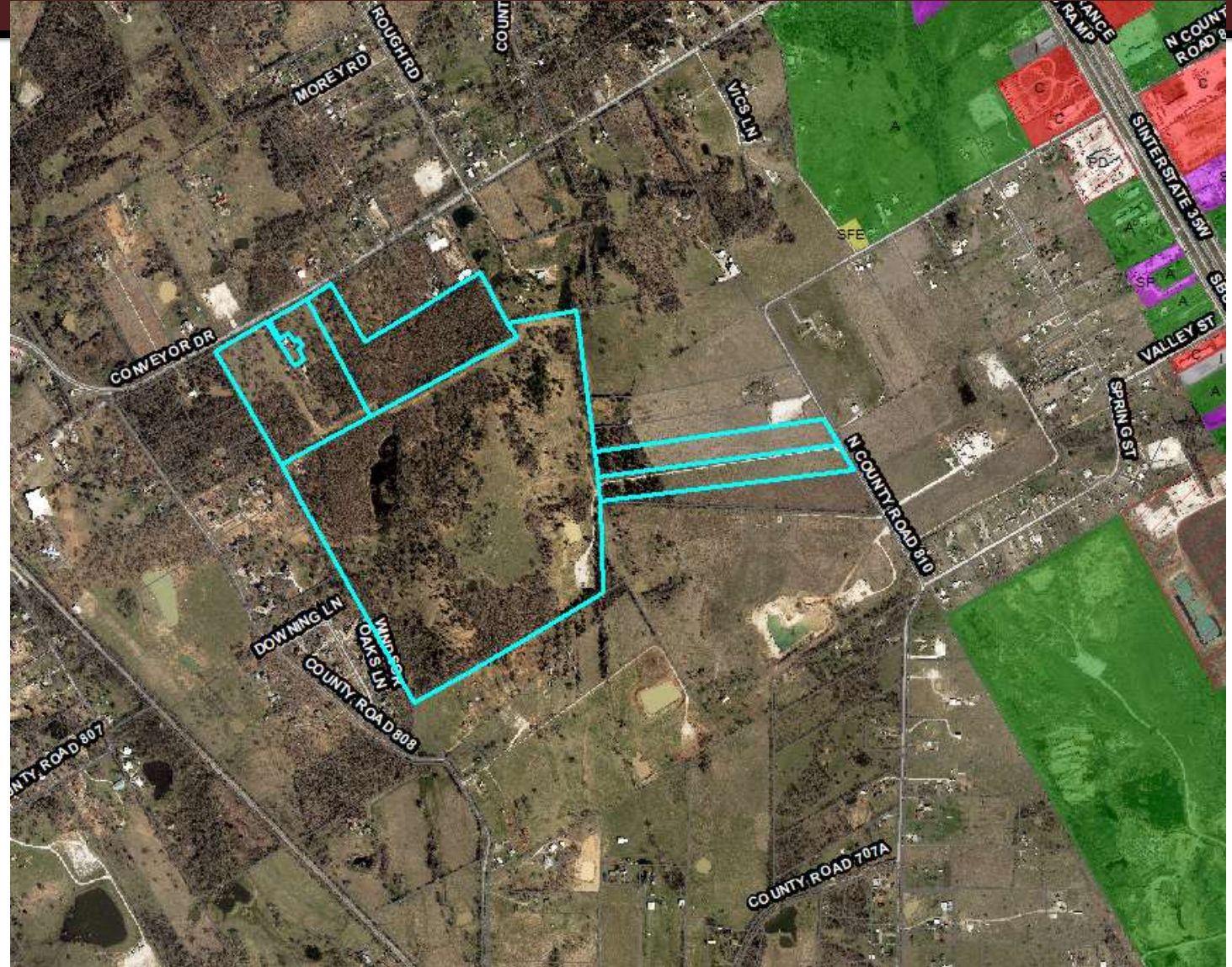
Applicant:

Mark Webb

Sanjit Bhattacharya

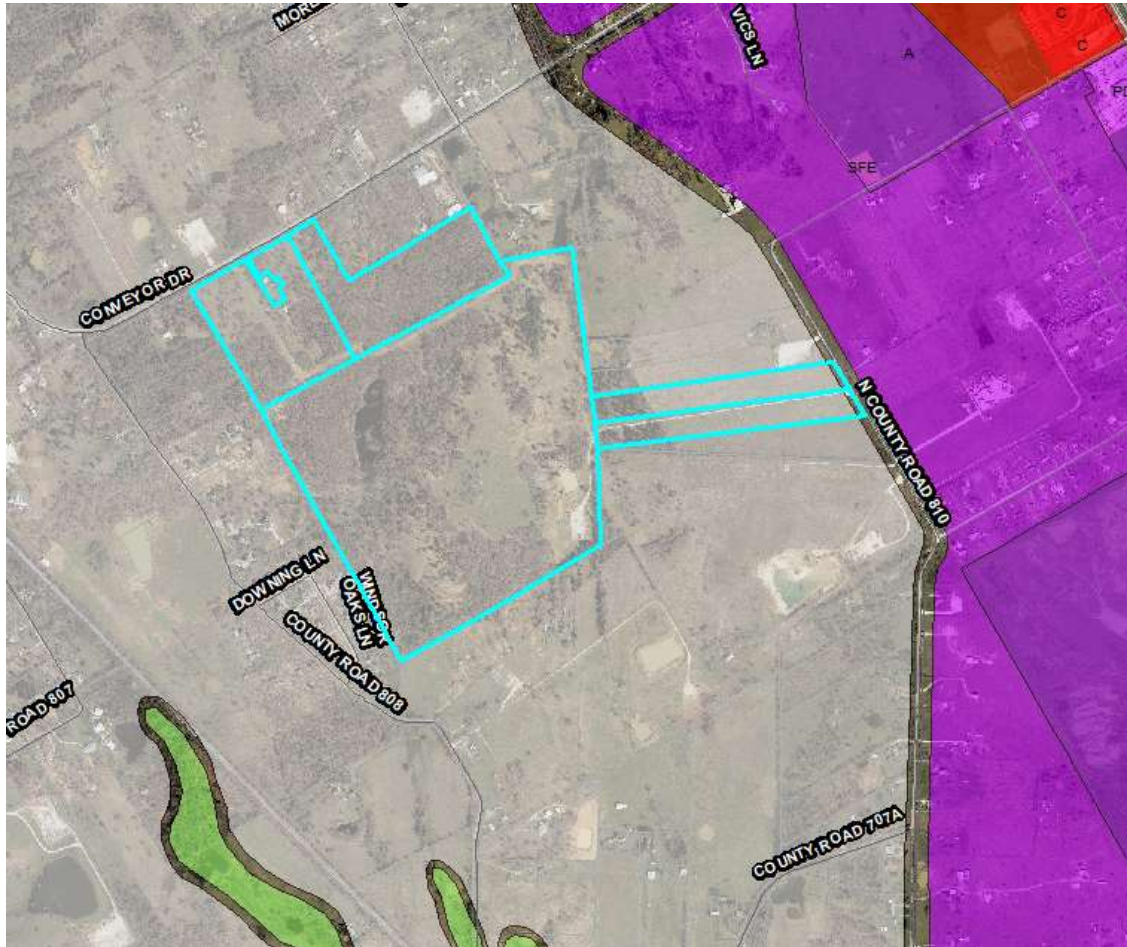
Item for approval:

Zoning Change (Case22-071)



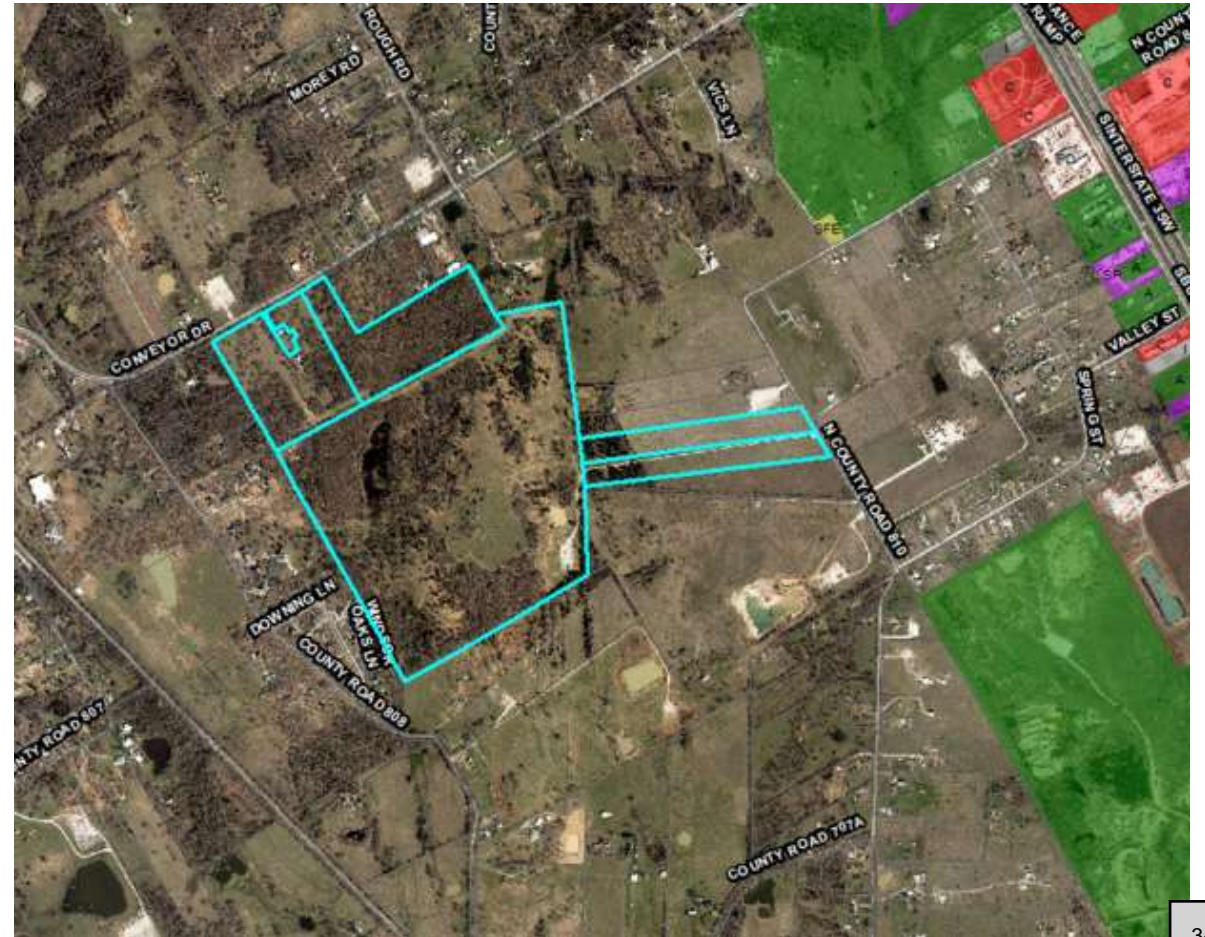
Comprehensive Plan

Future Development



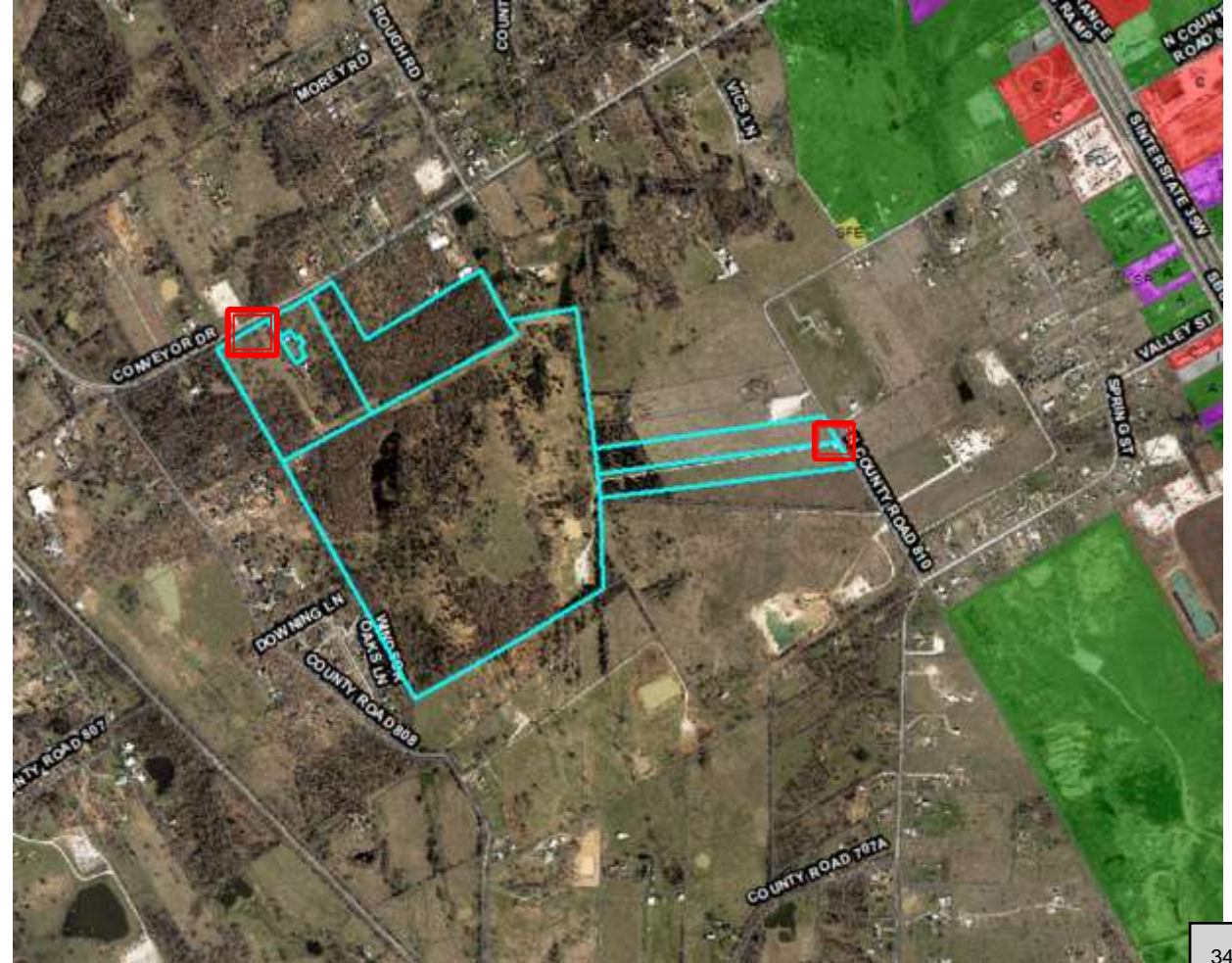
Zoning

N/A – ETJ
Defaults to AG upon annexation



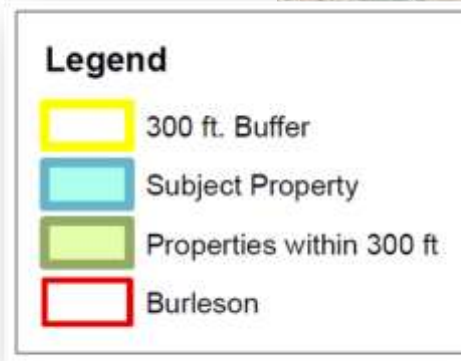
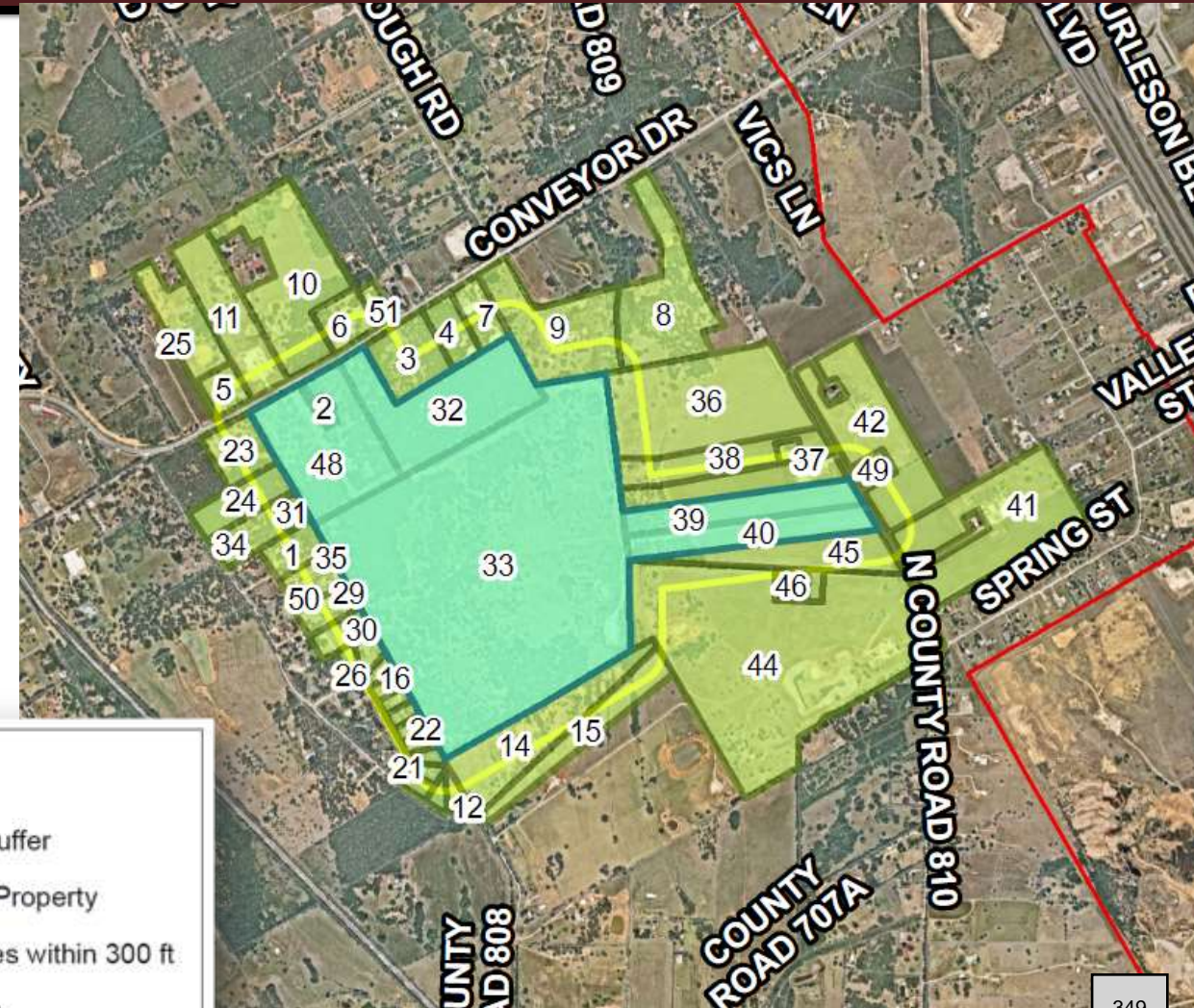
The Reserve – 5828 Conveyor Dr

- The applicant is requesting baseline zoning for “SFE”, Single-family Estate dwelling district standards (minimum 1 acre lot size)
- Currently proposing 199 lots and 2 open space lots with no special conditions, nor requested variances or waivers
- Site is proposing access via FM 917 and CR 810 (shown in red)
- Site will be a gated community with privately maintained streets
- Site will utilize on-site septic (OSSF)



The Reserve – 5828 Conveyor Dr

- Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper
- Signs Posted on the property
- Received one online speaker card (not in opposition)



The Reserve – 5828 Conveyor Dr

P&Z Summary

Vote

Recommended approval unanimously

Discussion

Proposed one acre lot size in consistent with County minimum lot size and comparable to other residentially developed parcels in the area

Speakers

Applicant

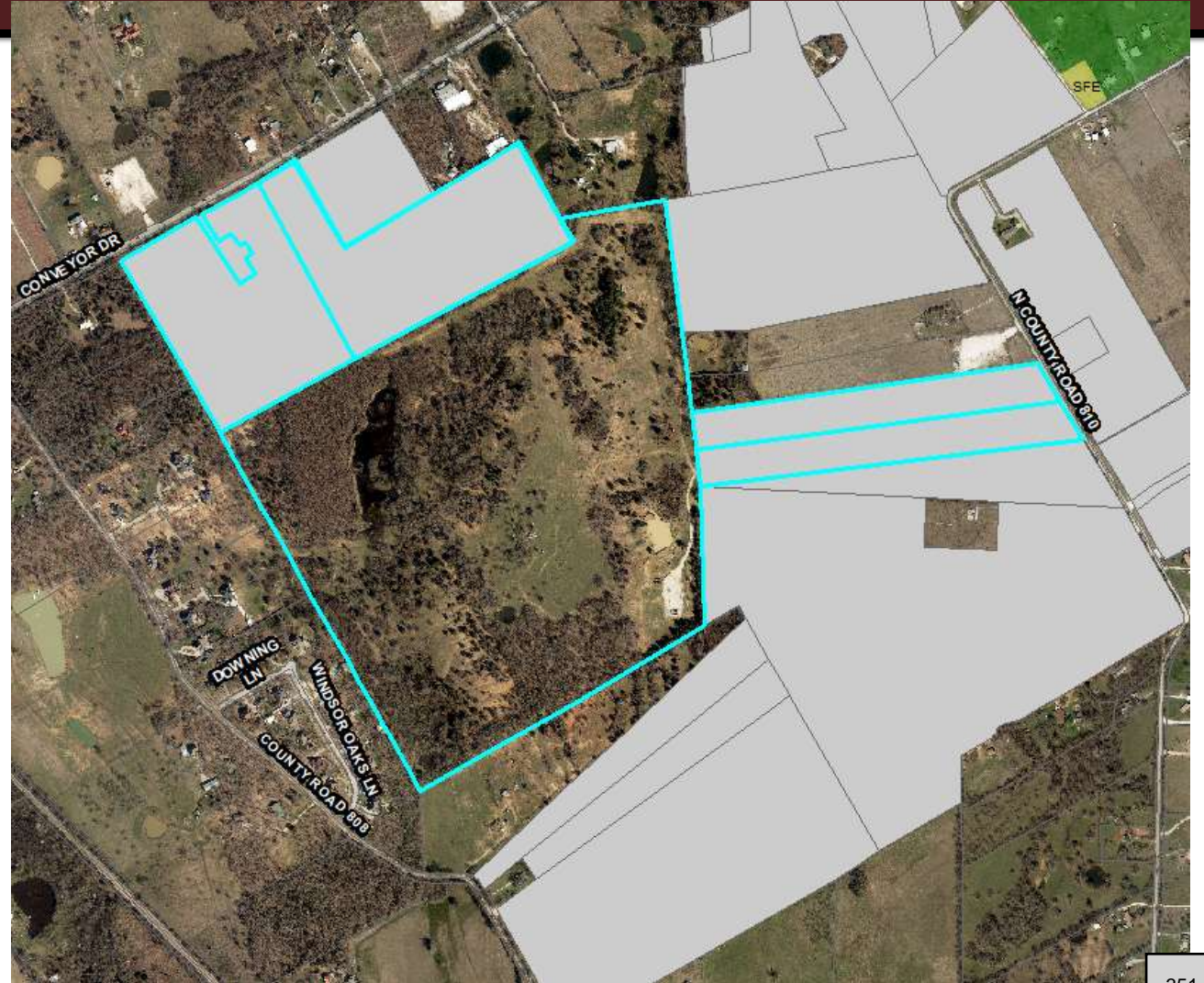


The Reserve – 5828 Conveyor Dr

Staff's Recommendation

Approve an ordinance for the zoning change request to "SFE" based on the following:

- Proposed zoning district is consistent with anticipated growth as detailed in the Midpoint 2020 Plan's *Future Development* designation with regard to trends, annexation rules/ policies and available infrastructure
- Minimum zoning district lot size is consistent with the County's minimum lot size and the surrounding community



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMMENDIING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 226.363 ACRES TOTAL; DESCRIBED IN THE H.R. McCLURE SURVEY, ABSTRACT NO. 587, JOHNSON COUNTY, TEXAS, BEING TRACTS OF LAND CONVEYED IN DEEDS RECORDED IN INSTRUMENT NO. 2021-36960, INSTRUMENT NO. 2021-36997, AND THE DEED RECORDED IN VOLUME 2704, PAGE 481, D.R.J.C.T, CITY OF BURLESON ETJ, JOHNSON COUNTY, TEXAS FROM THE DEFAULTED “A” AGRICULTURE TO “SFE” SINGLE FAMILY ESTATE DWELLING DISTRICT, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, an application for a zoning change was filed by the Mark Webb on March 21, 2022, under Case Number 22-071; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with

Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson

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

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 by the metes and bounds attached as Exhibit A, by changing the zoning of said property from the A Agricultural district to the SFE, Single-family Estate dwelling district.

SECTION 2 CUMULATIVE CLAUSE

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 3 SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment 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 4 PENALTY CLAUSE

Any person, firm, association of persons, company, corporation, or their agents, 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 5 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as provided bylaw.

PASSED AND APPROVED

First and Final Reading: the ___ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

Metes and Bounds

A TRACT OF LAND SITUATED IN THE H.R. McCLURE SURVEY, ABSTRACT NO. 587, JOHNSON COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 26.852 ACRE TRACT OF LAND AND ALL OF THAT CERTAIN 26.756 ACRE TRACT OF LAND CONVEYED TO STK DEVELOPMENTS, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-36960 DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), AND ALONG WITH ALL OF THAT CERTAIN 148.704 ACRE TRACT OF LAND AND ALL OF THAT CERTAIN 11.539 ACRE TRACT OF LAND CONVEYED TO STK DEVELOPMENTS, LLC, IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-36997, D.R.J.C.T., TOGETHER WITH ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO JESSE J. CROPP AND GALA L. CROPP IN THAT DEED RECORDED IN VOLUME 2704, PAGE 481, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FARM TO MARKET HIGHWAY NO. 917 (80' R-O-W) AT THE MOST WESTERLY CORNER OF SAID 26.852 ACRE TRACT;

THENCE N 61°03'15" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 959.71 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AT THE MOST NORTHERLY CORNER OF SAID 26.852 ACRE TRACT AND THE MOST WESTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE N 61°00'57" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND NORTHWESTERLY LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 55.31 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 5769.65 FEET, WHOSE LONG CHORD BEARS N 60°05'43" E, 219.42 FEET;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND SAID NORTHWESTERLY LINE WITH SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE 02°10'45", AN ARC LENGTH OF 219.43 FEET TO A 1/2" IRON ROD SET WITH CAP STAMPED "RPLS 5544" AT THE MOST NORTHEASTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE S 29°12'55" E ALONG THE NORTH LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 616.36 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 58°59'36" E CONTINUING ALONG THE NORTH LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF 1247.75 FEET TO A 60D NAIL FOUND IN THE SOUTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO WILLIAM E. GOODSPEED, JR. IN THAT DEED RECORDED IN VOLUME 1854, PAGE 983, D.R.J.C.T., AT THE MOST NORTHEASTERLY CORNER OF SAID 26.756 ACRE TRACT;

THENCE S 28°01'30" E ALONG SAID SOUTHWESTERLY LINE AND THE NORTHEASTERLY LINE OF SAID 26.756 ACRE TRACT, A DISTANCE OF

527.17 FEET TO A 80D NAIL FOUND AT THE MOST SOUTHERLY CORNER OF SAID GOODSPEED TRACT;

THENCE ALONG THE SOUTHERLY LINE OF SAID GOODSPEED TRACT N 79°29'04" E, A DISTANCE OF 675.25 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AT THE NORTHEASTERLY CORNER OF SAID 152.58 ACRE TRACT;

THENCE LEAVING SAID SOUTHERLY LINE S 08°05'17" E ALONG THE EASTERLY LINE OF SAID 148.704 ACRE TRACT, A DISTANCE OF 1350.94 FEET TO A 1/2 INCH IRON ROD FOUND AT THE NORTHWESTERLY CORNER OF A THAT TRACT OF LAND CONVEYED TO JESSE J. CROPP AND GALA L. CROPP IN VOLUME 2704, PAGE 481, D.R.J.C.T.;

THENCE N 80°52'29" E ALONG THE NORTH LINE OF SAID CROPP TRACT, A DISTANCE OF 2127.98 FEET PASSING A 3/8" IRON ROD FOUND FOR A TOTAL DISTANCE 2152.88 TO A PK NAIL SET IN COUNTY ROAD 810 (VARIABLE R-O-W);

THENCE ALONG SAID COUNTY ROAD 810, ALONG THE EASTERLY LINE OF SAID CROPP TRACT AND THE EASTERLY LINE OF SAID 12.5 ACRE TRACT S 30°24'26" E, A DISTANCE OF 532.83 FEET TO A PK NAIL SET AT THE SOUTHEASTERLY CORNER OF SAID 11.539 ACRE TRACT;

THENCE LEAVING SAID COUNTY ROAD 810 ALONG THE SOUTHERLY LINE OF SAID 11.539 ACRE TRACT S 82°21'21" W, AT A DISTANCE OF 24.77 FEET PASSING A 3/8 INCH IRON ROD FOUND, FOR A TOTAL DISTANCE 2357.27 FEET TO A 1/2 INCH IRON ROD SET WITH A CAP STAMPED "RPLS 5544" AT THE SOUTHWESTERLY CORNER SAID 11.539 ACRE TRACT;

THENCE ALONG THE WESTERLY LINE OF SAID TRINITA LAND AND CATTLE COMPANY, LLC TRACT AND THE EASTERLY LINE OF SAID 148.704 ACRE TRACT S 05°21'07" E, A DISTANCE OF 822.15 FEET TO A 1/2 INCH IRON ROD FOUND IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO JANELLA B. SCOTT IN THAT DEED RECORDED IN VOLUME 2491, PAGE 332, D.R.J.C.T. AT THE MOST EASTERLY CORNER OF SAID 148.704 ACRE TRACT;

THENCE ALONG SAID NORTHWESTERLY LINE AND THE SOUTHEASTERLY LINE OF SAID 148.704 ACRE TRACT S 60°00'52" W, A DISTANCE OF 2039.98 FEET TO A 3/4 INCH IRON ROD FOUND IN THE NORTHEASTERLY LINE OF LOT 12, BLOCK 2, DEVONSHIRE VILLAGE, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 232, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.), FOR THE MOST SOUTHERLY CORNER OF SAID 148.704 ACRE TRACT;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID 148.704 ACRE TRACT AND ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 2, AND ALONG THE NORTHEASTERLY LINE OF BLOCK 1, HUNTINGTON MANOR, ACCORDING TO THAT PLAT RECORDED IN VOLUME 9, PAGE 609, P.R.J.C.T., N 29°28'32" W, A DISTANCE OF 2518.50 FEET TO A 1/2" IRON ROD SET WITH

A CAP STAMPED

"RPLS 5544" AT THE MOST WESTERLY CORNER OF SAID 148.704 ACRE TRACT FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS N 61°46'49" E, 4.15 FEET;

THENCE N 29°35'33" W ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 122.43 FEET TO A 5/8" IRON ROD FOUND;
THENCE N 32°01'35" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 291.87 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 31°39'56" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 170.20 FEET TO A 3/8" IRON ROD FOUND;

THENCE N 29°36'24" W CONTINUING ALONG THE SOUTHWESTERLY LINE OF SAID 26.852 ACRE TRACT, A DISTANCE OF 644.41 FEET TO THE POINT OF BEGINNING, AND CONTAINING 226.363 ACRES OF LAND, MORE OR LESS.



Johnson County
Becky Ivey
County Clerk
Cleburne 76033

Instrument Number: 2016-18163

As

Recorded On: July 29, 2016

Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|-------|
| Agreement | 50.00 |
| Total Recording: | 50.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2016-18163

Receipt Number: 69470

Recorded Date/Time: July 29, 2016 01:40:36P

User / Station: A Long - CCL13

Record and Return To:

CITY OF BURLESON

PICKING UP

ATTN: PEGGY FISHER

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Ivey
BECKY IVEY, COUNTY CLERK
JOHNSON COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.172 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and **7 C S INVESTMENTS LLC** (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.172 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or “force” annexation of the Property (the “guarantee of immunity from annexation”), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city’s limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City’s regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
1. the Subdivision and Development Ordinance; and
 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City’s enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
1. A “residential homestead” as such is defined by Chapter 11 of the Tax Code; and
 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City’s written consent. The City’s consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3.

EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") will be through June 20, 2041 provided that the City Manager's (or designee's) signature to this Agreement is completed and acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager

Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

- B. **Runs with Property.** This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. **Severability.** If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. **Enforcement; No Waiver.** This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. **Applicable Law.** No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. **Venue.** Venue for this Agreement shall be in Johnson County, Texas.
- G. **No Vested Rights.** This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. **Execution.** This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

Executed this 5th day of May, 20 16 by Owner.

Owner's Signature(s):

[Signature]

Owner's Printed Name(s):

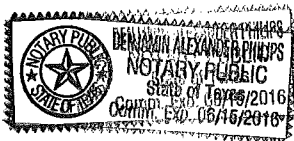
F. WAYNE CABANSAG

STATE OF TEXAS §

COUNTY OF JOHNSON §

Before me, Benjamin Philips, on this day personally appeared F. Wayne Cabansag, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of May, 2016.



(Notary Seal)

Benjamin Philips

Notary Public's Signature

Executed this 5th day of May, 2016 by City.

City Representative Signature(s): [Signature]

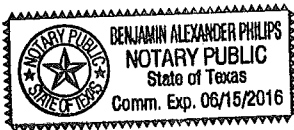
City Representative Printed Name: Kent George

City Representative Title: Development Project Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 5th day of May, 2016, by
Benjamin Phillips, Economic Development, of the City of Burleson,
(name) (title) Manager
Texas.

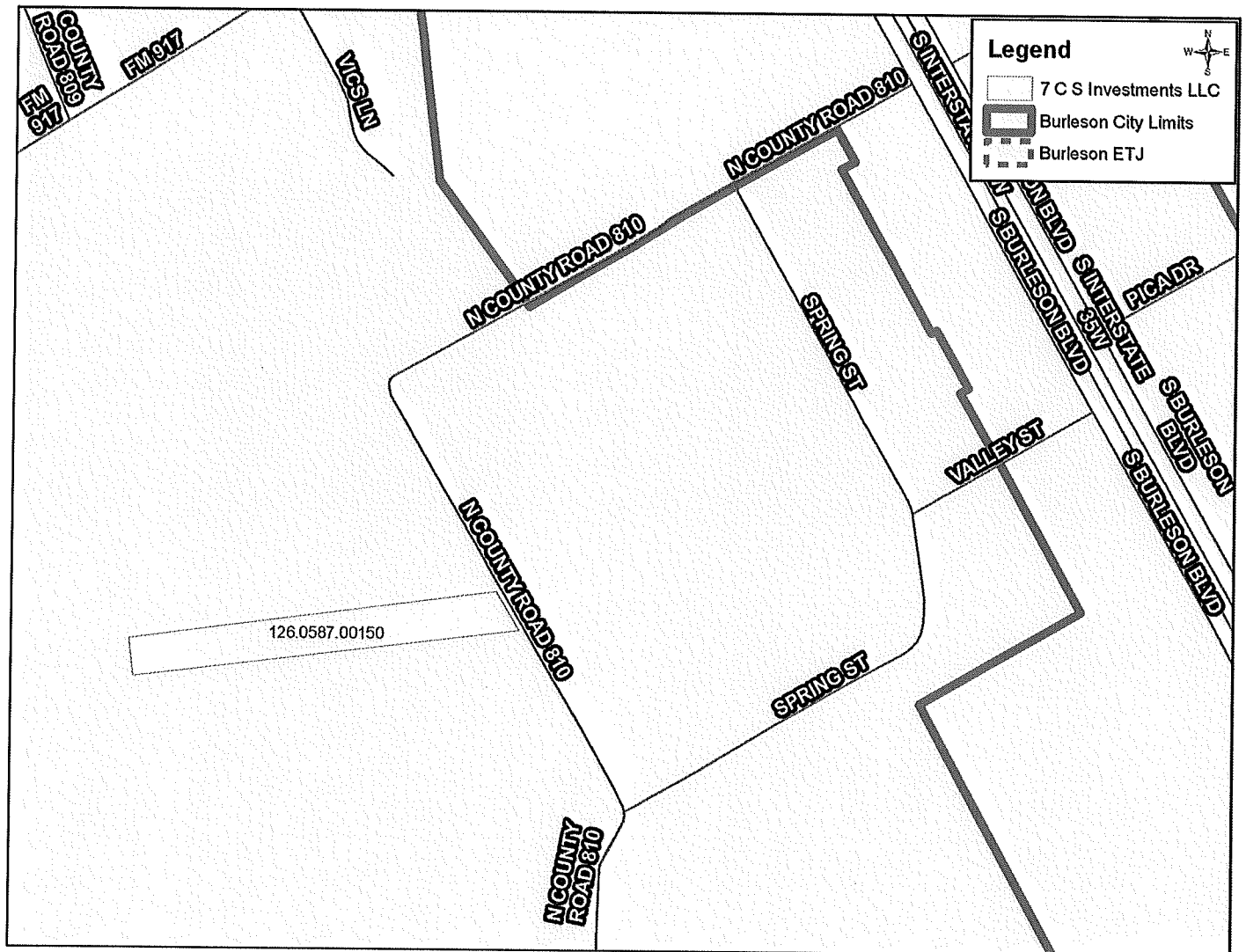


(Notary Seal)

[Signature]
Notary Public's Signature

EXHIBIT A

PROPERTY DESCRIPTION



14-DA-20

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and CROPP JESSIE AND GALA (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

- A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.
- B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

- A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
1. the Subdivision and Development Ordinance; and
 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
 - (ii) possession, manufacture, storage, sale, handling and use of fireworks.
- B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.
- C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
1. A "residential homestead" as such is defined by Chapter 11 of the Tax Code; and
 2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.
- D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent.

The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3. EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

- A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;
- B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4. TERM

- A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is ten (10) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.
- B. Upon expiration of the Term:
 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
 - 2. The City will institute and complete annexation proceedings for the Property; and
 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
- C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.
- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

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- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

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

- B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. Severability. If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. Venue. Venue for this Agreement shall be in Johnson County, Texas.
- G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

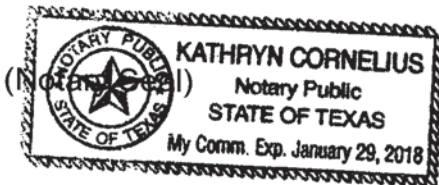
Executed this 12 day of Sept, 2014 by Owner.

Owner's Signature(s): X Jessie J. Cropp X Gala L. Cropp

Owner's Printed Name(s): Jessie J. Cropp Gala L. Cropp

Before me, Kathryn Cornelius, on this day personally appeared Jessie J. Cropp, Gala L. Cropp, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of Sept, 2014.



Kathryn Cornelius
Notary Public's Signature

Executed this 29 day of October, 2014 by City.

City Representative Signature(s): [Signature]

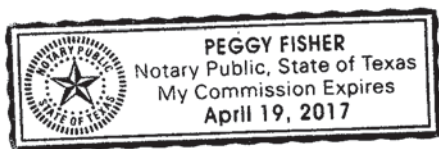
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

Peggy Fisher
Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



| Geo Reference | Case Manager | Area | Legal Description | JCCAD Acres | Owner |
|----------------|--------------|------|-------------------------------------|-------------|-----------------------|
| 126.0587.00350 | Bond | 8 | Abstract 587 Tract 16A H R MC Clure | 12.50 | Cropp Jessie and Gala |

Johnson County
Becky Williams
County Clerk
Cleburne 76033



70 2014 00024172

Instrument Number: 2014-24172

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 7

Number of Pages: 8

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|-------|
| Agreement | 50.00 |
| Total Recording: | 50.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24172

Receipt Number: 15580

Recorded Date/Time: November 07, 2014 12:25:55P

User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON

CUSTOMER PICKUP

BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

14-DA-54

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and KRYSINSKI LIVING TRUST (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

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REGULATION OF PROPERTY

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 2. Ordinances prohibiting:
 - (i) construction of a billboard(s); and
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 - 1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
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 - 3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.
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- D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5. GENERAL PROVISIONS

- A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

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

- B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.
- C. Severability. If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.
- D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.
- E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.
- F. Venue. Venue for this Agreement shall be in Johnson County, Texas.
- G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.
- H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.
- I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.
- J. "The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement."

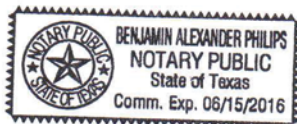
Executed this 9th day of September, 2014 by Owner.

Owner's Signature(s): M. J. Lott

Owner's Printed Name(s): Michael J. Lott

Before me, Benjamin A. Philips, on this day personally appeared Michael J. Lott, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of September, 2014.



(Notary Seal)

Benjamin A. Philips
Notary Public's Signature

Executed this 29 day of October, 20 14 by City.

City Representative Signature(s): 

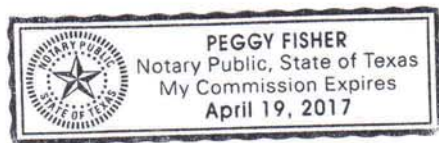
City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §

COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 29 day of October, 2014,
by Paul Cain, Deputy City Manager, of the City of Burleson,
(name) (title)
Texas.



(Notary Seal)

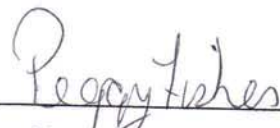
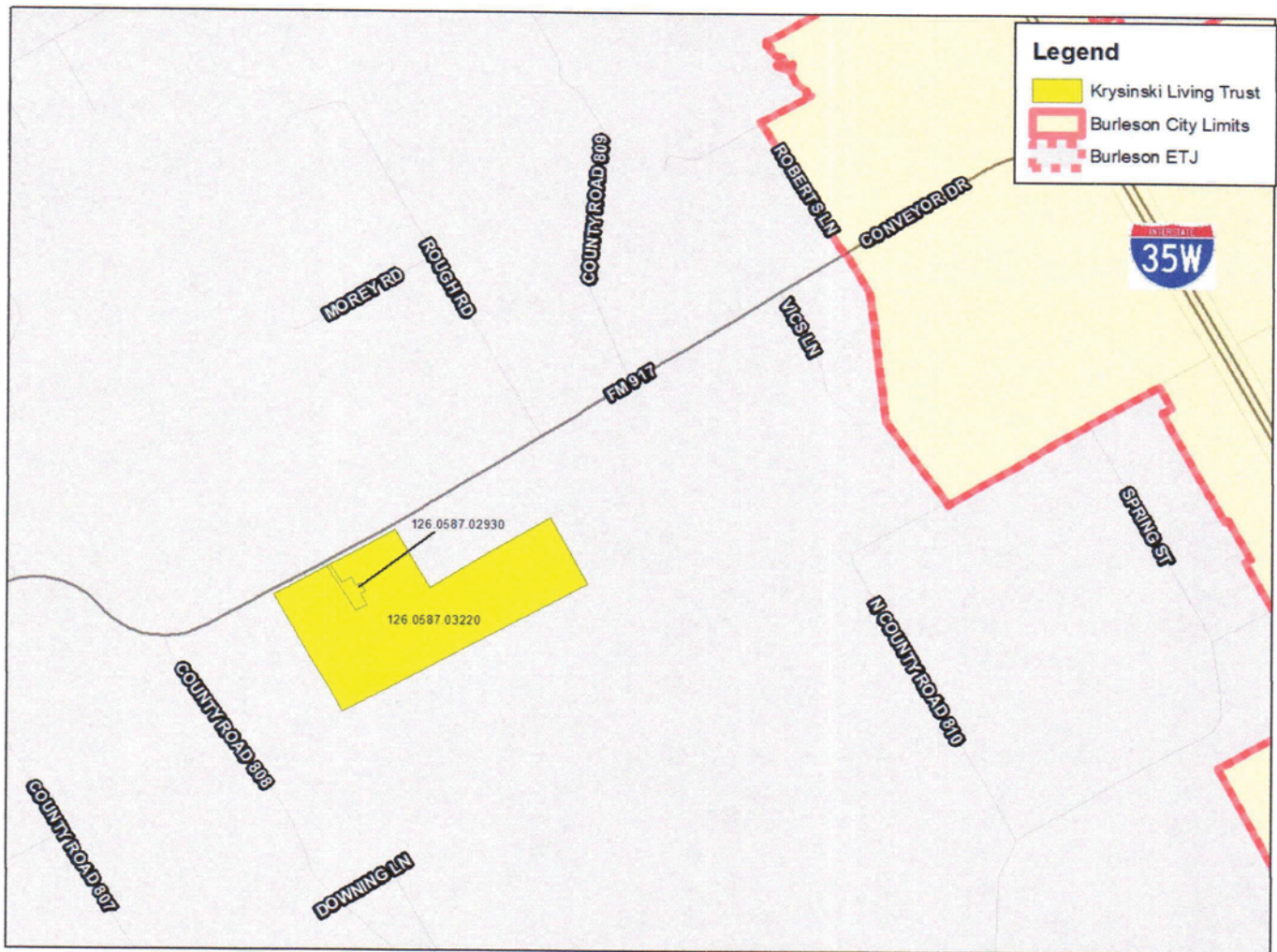

Notary Public's Signature

EXHIBIT A PROPERTY DESCRIPTION



| Geo Reference | Area | Case Manager | Legal Description | JCCAD Acres | Owner |
|----------------|------|--------------|---|-------------|------------------------|
| 126.0587.03220 | 8 | Bond | Abstract 587 Tract 2, 3, PT 4, 5 H R MC Clure | 52.66 | Krysinski Living Trust |
| 126.0587.02930 | 8 | Bond | Abstract 587 Tract 4, 5 H R MC Clure | 1.00 | Krysinski Living Trust |

THE KRYSENSKI LIVING TRUST

THIS AGREEMENT OF TRUST is made and executed at Burleson, Johnson County, Texas, on this the 27th day of August, 2007, by and between PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI, hereinafter referred to as "Settlors", or as "Settlor" when reference is made to only one of them, and PAUL E. KRYSENSKI and FRANCES P. KRYSENSKI, hereinafter referred to as Trustees, of this trust known as **THE KRYSENSKI LIVING TRUST**.

WITNESSETH:

WHEREAS, the Settlers wish to establish a revocable trust by transferring the assets described on the attached Schedule A to the Trustees to hold and administer upon the terms and conditions set forth in this Trust Agreement; and

WHEREAS, Settlers contemplate that they may, by inter vivos document, transfer other assets and property to the Trustees, to be added to the trust estate; and

WHEREAS, the Trustees are willing to hold and administer such property as they may receive upon the terms and conditions set forth in this Trust Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Settlers and the Trustees do hereby agree as follows:

ARTICLE I.

Trust Estate

Settlers have conveyed, transferred, and assigned and do by these presents convey, transfer, and assign unto the Trustees the assets and properties described on Schedule A attached hereto and made a part hereof. Such assets and properties shall be held, administered, and distributed as a revocable, amendable trust, subject to the provisions hereof, for the uses and purposes hereinafter set out. Settlers or any other person or persons may by a written document, by a Will, or by naming the Trustees as beneficiary of life insurance or employee benefit plan proceeds, deliver to the Trustees at any time and from time to time additional assets and properties acceptable to the Trustees, which additional assets and properties shall be held, administered, and distributed pursuant

to this Trust Agreement. The Settlers shall have the right to use and occupy residential property owned by the trust created hereunder as the Settlers' principal residence rent free and without charge until the death of the last to die of both Settlers or until this Trust Agreement is revoked or terminated, whichever occurs first. Further, any such property (or any interest therein) shall be acquired by an instrument of title that describes the property with sufficient certainty to identify it and the interest acquired, and the instrument shall be recorded in the real property records of the county in which the property is located. This section shall be construed in accordance with the Settlers' intentions to qualify such property as the Settlers' residential homestead for ad valorem tax purposes by causing the trust which owns such property to be a "qualifying trust" as defined and described in Section 11.13(j) of the Texas Tax Code. This intention shall be overriding and shall control if it conflicts with the literal language of this section. No gift, change or transfer of community property or separate property interests is intended by the terms of this trust during the joint lives of Settlers. Investment or income-producing assets and property added to this trust during the joint lives of Settlers, and the income therefrom, shall be considered as community property of Settlers by the Trustees unless when delivered said property is designated in writing to be the separate property of one of the Settlers. The Trustees shall maintain records and accounts to appropriately identify such property, with all income being designated and identified as the community property of Settlers; provided, however, that the Trustees shall have no duty to characterize property of the trust as community or separate property and shall have the right to rely on representations of Settlers, or either of them, as to such property's character. Any property subsequently withdrawn from the trust estate shall have the same character as community or separate property which it would have had if it had never become a part of the trust estate.

ARTICLE II.

Identification of Beneficiaries

The primary beneficiaries of this trust are the Settlers, PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI. After the surviving Settlor's death and pursuant to the terms of Article VII below,

the trust may continue for the benefit of the beneficiaries of Settlers, namely Felician Nuns, St. Ann's Catholic Church, St. Jude's Hospital, St. Mary's Cemetery, Michael Christopher Lott's daughter Nadia Lott, Michael Christopher Lott's son William Michael Lott, and Salesean Missions.

ARTICLE III.

Revocability of Trust

This trust is revocable during Settlers' joint lives. Settlers shall have the power and right to amend, modify or revoke, in whole or in part, this agreement or any terms or provisions thereof by notice in writing delivered to the Trustees. Such amendment, modification or revocation shall be effective immediately upon delivery to the Trustees, except that changes with respect to the Trustees' duties, liabilities or compensation shall not be effective without the Trustees' written consent. Settlers shall further have the power and right to require and direct the Trustees to distribute to Settlers or to any other person designated by Settlers any property or properties held by the Trustees hereunder; provided, however, either Settlor shall have the unlimited right during the time that both Settlers are living to withdraw all or any part of the trust corpus which is the separate property of such withdrawing Settlor. Upon the death of first Settlor to die, the then remaining trust estate shall be divided as provided in Article V below. Thereupon the trust estate designated by the name of the deceased Settlor shall be irrevocable and not subject to amendment or change by the surviving Settlor or any person whomsoever. The trust estate designated by the name of the surviving Settlor shall continue to be revocable and subject to amendment, modification or revocation, in whole or in part, as provided above.

ARTICLE IV.

Distributions While Both Settlers Are Living

If during the joint lives of Settlers there shall be transferred to the Trustees, to be held in accordance with the terms of this Trust Agreement, investment or income-producing assets, then so long as both Settlers shall live, there shall be distributed to or for the benefit of Settlers so much of the trust income and corpus as Settlers shall from time to time direct in writing. Initially and until

further written notice from Settlor to the Trustees, the Trustees shall distribute to Settlor the net trust income. In the event of the incapacity of either Settlor or both of them then, notwithstanding any prior written instructions to the contrary, the Trustees may distribute to or for the benefit of either or both of Settlor so much of the trust income and corpus as the Trustees shall determine, in their sole discretion, to be necessary and appropriate to provide for the health, maintenance and support of Settlor. Any income not so distributed shall be added to corpus. The Trustees shall, for the purpose of this Article IV, be the sole judge of a Settlor's incapacity; no judicial determination shall be required and the Trustees shall incur no liability to any person whomsoever for making distributions to or for the benefit of Settlor, or either of them, upon the Trustees' determination of a Settlor's incapacity.

ARTICLE V.

Distributions Upon Death of First Settlor to Die

Upon the death of the first Settlor to die, the trust estate shall be disposed of as follows:

A. If one Settlor shall survive the other Settlor by ninety (90) days, the trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (1/2) community property interest and all of such Settlor's separate property interest in the trust, and such trust shares shall be designated as the "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**". Except as otherwise specifically provided herein, "**The PAUL E. KRYSINSKI Trust**" and "**The FRANCES P. KRYSINSKI Trust**" shall be deemed and referred to for the purposes herein as one trust and any distributions of income or corpus by the Trustees on behalf of the surviving Settlor shall be made equally from each trust. The trust estate shall continue to be held, administered and distributed for the following uses and purposes, and subject to the following provisions, conditions and limitations:

1. Income. During the life of the surviving Settlor, the Trustee shall pay to the surviving Settlor, at such intervals as the Trustee may determine, so much or all of the net income as the Trustee, in the Trustee's sole and absolute discretion, deems necessary and

appropriate to provide for the health, maintenance, and support of the surviving Settlor in accordance with his or her station in life. Any income not distributed shall be accumulated and added to the corpus of the trust.

2. Special Distributions of Corpus. If at any time during the existence of the trust, the net income which shall be distributed to the surviving Settlor under the terms hereof shall not be adequate in the opinion of the Trustee for the surviving Settlor's health, maintenance and support in accordance with his or her station in life considering all other sources of income available to him or her, then the Trustee may make supplemental distributions of corpus out of the trust directly to the surviving Settlor to the extent and in the manner that the Trustee may deem advisable. Distribution of the entire corpus of the trust is authorized if the Trustee shall determine such distribution to be in the best interest of the surviving Settlor in accordance with the foregoing standard.

3. Reserve for Taxes and Obligations. Upon the death of the surviving Settlor, the Trustee shall be authorized to withhold from distribution an amount of property sufficient, in the Trustee's judgment, to cover any liability that may be imposed upon the Trustee or the trust for estate, excise, or inheritance taxes attributable to the inclusion of the trust property in the surviving Settlor's estate and to pay such liabilities out of the trust. The Trustee is further authorized, in the Trustee's sole and absolute discretion, to withhold from distribution, as much property that is sufficient to pay any of the surviving Settlor's obligations (including all taxes) or expenses with respect to the administration of his or her estate and to pay such obligations or expenses out of the trust. Any payment made pursuant to this paragraph may be paid directly or made to the legal representative of the surviving Settlor's estate, as the Trustee deems advisable. Upon the Trustee being satisfied that the Trustee no longer has any liability with respect to such taxes, and that the Trustee need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of the preceding paragraph. The

Trustee's selection of assets to be sold to make payments pursuant to this paragraph, and the tax effects thereof, shall not be subject to question by any beneficiary hereof. Likewise, neither the trust nor any trust beneficiary shall be entitled to reimbursement from the surviving Settlor's estate or his or her heirs or devisees on account of any payment made pursuant to this paragraph.

ARTICLE VI.

Distributions Upon the Death of the Last Settlor To Die

Upon the death of the surviving Settlor, the entire trust estate shall be distributed, subject to the following provisions, conditions and limitations, and subject to restrictions imposed upon distribution because of age as hereinafter provided, outright and FREE FROM TRUST, in equal shares, to in the undivided interests set opposite the hereinafter named beneficiaries of Settlers, as follows:

| <u>NAME OF SETTLORS' BENEFICIARY</u> | <u>UNDIVIDED INTEREST IN TRUST ESTATE</u> |
|--|---|
| St. Mary's Cemetery maintenance St. Mary's Rectory, 715 N. Main St., Bremond, Texas | \$1,500.00 |
| Michael Christopher Lott's daughter, Nadia Lott | \$20,000.00 |
| Michael Christopher Lott's son, William Michael Lott | \$20,000.00 |
| Salesian Missions - chapel 2 Lefevre Lane, New Rochelle, New York 10802-0030 | \$20,000.00 |

The remainder of the estate shall then be distributed as follows:

| | |
|---|----------------------|
| Felician Sisters, 4210 Meadowlark Lane S.E., Rio Rancho, New Mexico 87124-1021 | Forty percent (40%) |
| St. Ann's Catholic Church, Burleson, Texas (Backpack Ministry if in existence; otherwise, the church building fund) | Thirty percent (20%) |
| St. Jude's Children's Hospital, Memphis, Tennessee | Thirty percent (40%) |

Provided, however, if a beneficiary of Settlor is then deceased or the entity named is no longer in existence, the share of such deceased beneficiary shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlor surviving at the time of the death of the last Settlor to die. If the beneficiaries of Settlor should die prior to the death of the Settlor who is the last to die, the then remaining corpus and undistributed income of **The PAUL E. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSINSKI and the then remaining corpus and undistributed income of **The FRANCES P. KRYSINSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of FRANCES P. KRYSINSKI. Provided, however, if both PAUL E. KRYSINSKI and FRANCES P. KRYSINSKI shall die simultaneously or at any time prior to the division of the trust estate as hereinabove provided, the then remaining corpus and undistributed income of the combined trust estate shall be divided into two (2) separate trust shares, each trust share being composed of the respective Settlor's one-half (1/2) community property interest and all of such Settlor's separate property interest in the then remaining trust, and each separate trust share shall be distributed outright and FREE OF TRUST to the heirs-at-law of its respective Settlor. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlor had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VII.

Restrictions Upon Distribution Because of Age

In the event that any beneficiary has not reached the age of 21 years, then the Trustee shall hold the share or shares of such beneficiary, IN TRUST NEVERTHELESS, for the uses and purposes hereinafter set forth.

A. The Trustee, in the Trustee's discretion, shall distribute to or for the benefit of each beneficiary, as much of the income, and in addition, so much of the corpus of each separate, per

stirpes share or trust created for that particular beneficiary as the Trustee shall consider appropriate for his or her education.

B. Any income or corpus not so distributed or used shall be separately accumulated for each beneficiary and the separate, per stirpes share or trust distributed to said beneficiary when he or she reaches the age of 21 years, at which time the Trustee shall transfer, convey, deliver and pay over to said beneficiary, FREE FROM TRUST, all of the property then constituting his or her trust estate.

C. If any beneficiary of a share or trust being held for his or her benefit shall die before complete distribution of his or her trust estate, then upon the death of such beneficiary, the share or trust shall be divided proportionately among and distributed outright and FREE OF TRUST to the beneficiaries of Settlers surviving at the time of the death of the last Settlor to die. distributed as provided below in Paragraph D of this Article VII.

D. Any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The PAUL E. KRYSENSKI Trust** shall be distributed outright and FREE OF TRUST to the heirs-at-law of PAUL E. KRYSENSKI and any share or portion of a share of any trust that has not been disposed of under any other provision of this Trust Agreement from **The FRANCES P. KRYSENSKI Trust** shall be distributed outright and FREE OF TRUST the heirs-at-law of FRANCES P. KRYSENSKI. The identity and respective shares of such heirs (as hereinafter defined in Article XIII) shall be determined in all respects as if the deaths of the Settlers had occurred immediately following the happening of the event requiring such distribution, and according to the laws of the State of Texas then in force governing the distribution of the estate of an intestate.

ARTICLE VIII.

General Provisions Relating to the Trustees

All of the provisions of this Article VIII are applicable to all trusts and shares created by this Trust Agreement.

A. Joint Control. Except as otherwise stated herein, in any event when two trustees are serving, the rights, powers, duties and discretions of the trustees shall be exercisable jointly, except for the original, initial Trustees, PAUL E. KRYNSKI and FRANCES P. KRYNSKI, each of whom may act singly without the joinder of the other. In any event when more than two trustees are serving jointly hereunder, unless otherwise stated herein, the rights, powers, duties and discretions shall be exercisable by a majority vote of the trustees then serving.

B. Succession of Trustees During the Lifetime of Both Settlers. The initial Trustees of the trust created by this Trust Agreement shall be PAUL E. KRYNSKI and FRANCES P. KRYNSKI. If either PAUL E. KRYNSKI or FRANCES P. KRYNSKI should fail or cease to serve as Trustee for any reason, the other Settlor shall continue to serve singly as Trustee. If both PAUL E. KRYNSKI and FRANCES P. KRYNSKI should fail or cease to serve as Trustees for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES".

C. Succession of Trustees After Death of First Settlor To Die. Upon the death of the first Settlor to die, the surviving Settlor shall serve singly as Trustee of both trusts hereinabove created as "**The PAUL E. KRYNSKI Trust**" and "**The FRANCES P. KRYNSKI Trust**". If the surviving Settlor should fail or cease to serve as Trustee for any reason, then MICHAEL JAMES LOTT shall serve as successor Trustee. If MICHAEL JAMES LOTT should fail or cease to serve as Trustee for any reason, then MICHAEL CHRISTOPHER LOTT shall serve as successor Trustee. If MICHAEL CHRISTOPHER LOTT should fail or cease to serve as Trustee for any reason, then a successor trustee shall be appointed in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF

SUCCESSOR TRUSTEES".

D. Removal of Trustees. The Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to remove any trustee and successor trustees then serving hereunder and further, the power to appoint a successor trustee. If a trustee is removed, such trustee must be replaced by another trustee in the manner and with the qualifications pursuant to the terms of this Trust Agreement set forth in the paragraph below entitled "APPOINTMENT OF SUCCESSOR TRUSTEES". Such removal shall be by a written document, duly executed and acknowledged by the removing parties and by the successor trustee appointed as the replacement trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. The successor trustee shall promptly deliver a copy of such recorded document to the trustee being removed and then serving and the delivery of such recorded document shall immediately deprive the removed trustee of all powers as trustee hereunder. No purchaser or other person dealing with any trustee serving hereunder is obligated to examine the County records and such person or persons shall be protected in all transactions made with any trustee serving hereunder, whether or not any such replacement has taken place.

E. Resignation of Trustees. Any trustee serving hereunder is authorized to resign by filing a document, duly executed and acknowledged by the resigning trustee, for record in the Real Property Records of Johnson County, Texas, which filing shall immediately deprive such resigning trustee of all powers as trustee hereunder; provided, nevertheless, that at least thirty (30) days prior to filing such document, the resigning Trustee shall give written notice thereof to the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability),.

F. Appointment of Successor Trustees. If any trustee appointed or serving pursuant to this Trust Agreement should fail or cease to serve as trustee for any reason and no trustee has been named in this document to serve as successor, or if all successor trustees named herein have failed

or ceased to serve for any reason, then the Settlor, or the surviving Settlor, (including the legal guardian or legal representative of a Settlor, in the case that a Settlor is under legal disability), shall have the power to appoint, as successor trustee, any national or state bank or trust company possessing trust powers and having a capital, surplus and undivided profits of at least Twenty Million Dollars, or any individual regardless of domicile. Such appointment shall be made by a written document, duly executed and acknowledged by the appointing parties and by the successor trustee being appointed, and shall be filed for record in the Real Property Records of Johnson County, Texas. If a successor trustee is not appointed as hereinabove provided, then a court of competent jurisdiction shall appoint a successor trustee with the qualifications set forth above, and the costs associated with such a court proceeding shall be paid from the trust or trusts for which the successor trustee is appointed.

G. Relinquishment of Powers. Any trustee may release or relinquish any one or more of any powers, rights or privileges which, in the trustee's judgment, unless released or relinquished, might result in adverse consequences to the trust estate or any beneficiary because of changes in law or interpretation of the law. Any such release or relinquishment shall be made by a written document, duly executed and acknowledged by said trustee, and shall be filed for record in the Real Property Records of Johnson County, Texas. After any power has been so released or relinquished, it shall never again be exercised by such trustee.

H. Compensation and Bond. Any trustee serving hereunder shall be reimbursed for any and all expenses incurred while acting as trustee of the trust created pursuant to the provisions hereof, and in addition any corporate trustee shall receive fair and reasonable compensation for services as trustee in accordance with the corporate trustee's regular fee schedules as published from time to time. No trustee serving hereunder shall be required to furnish bond or any other security, and all rights, powers, authorities, privileges and discretions herein conferred upon any trustee authorized to serve hereunder shall be exercised without the supervision of any court, it being intended that so far as can be legally provided the trustee serving shall be completely free of all court

supervision of any kind, including the requirements of any accounting; provided, however, that the then serving trustee shall furnish an accounting to any beneficiary or guardian of any beneficiary upon reasonable demand made therefor.

I. Powers and Duties of Successor Trustees. On the appointment and qualification of any successor trustee, the same duties shall devolve on and the same rights, powers, authorities, privileges, and discretions shall inure to such successor trustee as to the Trustees originally designated hereunder. All rights, powers, authorities, privileges and discretions shall be exercised without the supervision of any court. No successor trustee shall have any duty, responsibility, obligation or liability whatsoever for the acts, defaults or omissions of any predecessor trustee. Any successor trustee named herein shall be responsible only for the assets delivered by the preceding trustee, or his or her legal representative, and may accept as correct the statements of such predecessor, or his or her legal representative, that these constitute all of the assets of the trust estate, without any duty to inquire into the administration or accounting by the preceding trustee. No successor trustee shall be held responsible for and by reason of any act or omission of a predecessor in trust.

J. Reorganization of any Corporate Trustee. Any corporation or national or state banking association that shall succeed to all or the greater part of the assets of any corporate trustee serving hereunder by purchase, merger, consolidation, or otherwise, shall succeed to all the rights, duties, and functions of such corporate trustee as trustee under all trusts governed by this Trust Agreement for which the corporate trustee is then serving or may serve as trustee.

ARTICLE IX.

General Provisions Relating to the Trust

A. Situs of Trust. The trusts created herein shall be deemed Texas trusts and shall, in all respects, be governed by the laws of the State of Texas. However, if the Trustees, in the Trustees' sole discretion, determines that a change of situs would be beneficial to the purposes of any separate trust established by this Trust Agreement, the Trustees shall have the discretion and authority to

change the situs of any such trust to another state. Formal notice of any change of situs may be given by filing of record a written declaration in the Real Property Records of Johnson County, Texas. If the situs of any such trust is changed to another state, then the trust shall, in all respects, be governed by the laws of the state which is the new situs. No such change of situs shall be authorized herein, however, which would result in a termination of the trust for federal tax purposes.

B. Small Trust Provision. Any provision of this Trust Agreement to the contrary notwithstanding, any trustee, other than a beneficiary hereof, shall have the discretionary power to terminate any separate trust created by this Trust Agreement whenever the continued management thereof is no longer economical because of the small size of such trust, taking into consideration financial or other special advantages to the beneficiary or beneficiaries of continuing the trust estate. Upon the termination of any trust estate, the then remaining corpus and undistributed income shall be distributed outright and free of trust to the Settlor as their interests may appear, if both of them are then living; otherwise to the surviving Settlor, if living; otherwise to the beneficiaries thereof, or to a custodian named for a beneficiary under a Uniform Transfers to Minors Act, or to the beneficiaries' legal representatives in proportion to their respective presumptive interests in the trust or share at the time of such termination. Upon such distribution and delivery, the said trust or share shall terminate and the Trustee then serving shall not be liable or responsible to any person or persons whomsoever for so acting. The Trustee then serving shall not be liable for failing or refusing at any time to terminate the trust or a share thereof as authorized by this paragraph.

C. Merger of Trusts. If any time the Trustee of any trust created pursuant to this Trust Agreement shall also be acting as Trustee of any other trust created hereby, or by a Will for the benefit of the same beneficiary or beneficiaries upon substantially the same terms and conditions, the then serving Trustee is authorized and empowered, if in such Trustee's discretion such action is in the best interest of the beneficiary or beneficiaries of the trust created hereunder, to transfer and merge all of the assets then held under such trust created pursuant to this Trust Agreement to and with such other trust and thereupon and thereby to terminate the trust created hereby. Such Trustee

is further authorized to accept the assets of the other trust which may be transferred to such trustee of the trust created hereunder and to administer and distribute such assets and properties so transferred in accordance with the provisions of this Trust Agreement. If the component trusts differ as to contingent beneficiaries and the contingency occurs, the funds may be distributed in such shares as the Trustee, in the Trustee's sole discretion, shall deem necessary to create a fair ratio between the various sets of remaindermen. If any trust created in this Trust Agreement is merged with any trust created under any other document, such merged trust shall not continue beyond the date on which the earliest maximum term of the trusts so merged would, without regard to such merger, have been required to expire. Settlers further direct that, as to any property belonging to any trust estate at any time (including a merged trust) as to which under the laws of any state applicable to said property that trust is required to be terminated at any time prior to its normal termination date, the trust as to that particular property shall terminate at the time required by the laws of said state.

D. Perpetuities Provision. Notwithstanding any other provisions of this Trust Agreement to the contrary, any trust herein created, if it has not previously terminated, shall terminate twenty-one (21) years after the death of the last to survive of the Settlers and all the lineal descendants of the Settlers living on the date of this Trust Agreement. Upon such termination, the remaining assets and property of the trust shall be delivered and distributed, outright and free of trust, to the person or persons to whom the income of the particular trust may be distributed at that time. If the income of a particular trust may be distributed to more than one person at that time, the then serving Trustee shall divide the assets and properties between such persons in such proportions between them as said Trustee shall determine, in the Trustee's sole discretion, to best carry out the Settlers' intentions as expressed in this document.

E. Spendthrift Provision. No beneficiary shall have the right or power to anticipate, by assignment or otherwise, any income or corpus given to such beneficiary or any portion thereof; nor, in advance of actually receiving the same, shall any beneficiary have the right or power to sell, transfer, encumber or in anywise charge same; nor shall such income or corpus, or any portion of

same, be subject to any divorce, execution, garnishment, attachment, insolvency, bankruptcy or other legal proceeding of any character, or legal sequestration, levy or sale or in any event or manner be applicable or subject, voluntarily or involuntarily, to the payment of such beneficiary's debts or other obligations.

ARTICLE X.

Powers of the Trustees

The Trustees shall have and may exercise the following rights, powers and privileges with respect to each trust created by this document, unless specifically limited by other provisions of this document:

A. **General Powers.** The Trustees may sell, exchange, alter, mortgage, pledge or otherwise dispose of trust property; borrow any sum believed by the Trustees to be necessary or desirable for protecting the trust or any part thereof, making any income or corpus payment or distribution, or for any other purpose which in the Trustees' opinion may be appropriate; pay all reasonable expenses; execute obligations, negotiable and nonnegotiable; join in, by deposit, pledge, or otherwise, any plan of reorganization or readjustment of any investments of the trust, and vest in a protective committee or other legal entity such power as in the Trustees' opinion may be desirable; and sell for cash and/or credit all or any part of the trust property.

B. **Distributions.** The Trustees shall have full power and authority to make all partitions, divisions and distributions contemplated by any of the provisions of this Trust Agreement. Any partitions, divisions or distributions may be made by allocating assets and property proportionately in kind or by allocating undivided interests therein in kind. Any partition, division, or distribution made by the Trustees in good faith shall be binding and conclusive on all interested parties. In the event that a beneficiary shall, in the opinion of the Trustees, be incapacitated by reason of age, illness, or any other cause at the time of a particular distribution, the Trustees may apply the distribution for the benefit of such beneficiary in any manner that the Trustees may deem advisable, whether by payment of such beneficiary's expenses or to any such beneficiary, the legal or natural

guardian, the person having custody of such beneficiary or any other person deemed suitable by the Trustees. Should any property be distributable hereunder to a minor person, the Trustees may make the distribution to a custodian for such person under the Uniform Transfers to Minors Act of Texas or any other state.

C. Conservation of Trust Properties. The Trustees may hold, manage and conserve any and all properties transferred to the trust and may take any action that the Trustees may deem necessary or appropriate, including the exercise of all rights and powers that a prudent owner would exercise in managing and conserving properties of a like kind.

D. Investment in Securities. The Trustees may buy, sell or trade any security of any nature (including stocks, stock rights, warrants, bonds, debentures, notes, certificates of interest, certificates of indebtedness and options) or any other things of value issued by any person, firm, association, trust, corporation or body politic whatsoever.

E. Securities and Margin Accounts. The Trustees may buy, sell and trade in securities of any nature, including covered and uncovered options on margin and, for such purposes, may maintain and operate margin accounts with brokers and may pledge any securities with brokers as security for loans and advances made to the Trustees.

F. Investment in Real Estate and Personal Property. The Trustees may, at such cost and upon such terms as the Trustees may deem advisable, purchase or otherwise acquire real estate and personal property of any kind and hold, manage and conserve the same in whatever manner the Trustees may deem best; lease such property under a lease or leases to commence at once or in the future and for any period of time, even though such period may extend beyond the duration of the trust; renew and extend leases; partition, exchange, release, convey or assign any right, title or interest of the trust in any real estate or personal property owned by the trust; plat real estate and lay out and dedicate streets, alleys and ways; and improve and erect buildings on any real property (in addition to or substitution for buildings at any time existing thereon).

G. Investment in Oil, Gas and Other Mineral Interests. The Trustees may purchase or

otherwise acquire oil, gas and other mineral interests, leases, royalties, overriding royalties, production payments, oil payments, gas payments, net profit overriding royalties, and net profit interests; grant, make and release oil, gas and other mineral leases, subleases and farmouts; enter into development and drilling contracts, operating contracts and utilization agreements; make arrangements for present or future pooling of any interest in oil, gas or other mineral properties and for secondary recovery projects, and exercise with respect to any and all oil, gas and other mineral properties all rights and powers that a prudent owner would have with respect to properties of a like kind.

H. Investment in Undivided Interests. The Trustees may, for any trusts created under this Trust Agreement, jointly hold, manage and invest in one or more assets, properties or consolidated funds, in whole or in part, as the Trustees may determine. As to each asset, property or consolidated fund, division into the appropriate shares need be made only on the Trustees' books of account, in which each trust shall be allotted its proportionate part of the principal and income of the asset, property or fund and charged with its proportionate part of the expenses thereof. No such holding shall, however, defer the vesting in possession of any estate created by this Trust Agreement.

I. Investment in Partnerships. The Trustees may purchase or otherwise acquire an interest in any partnership conducting a lawful business, transfer trust property to any partnership which will conduct or is conducting any lawful business, or become either a general or limited partner of any such partnership.

J. Power to Organize or Continue Business. The Trustees may continue any business (whether a proprietorship, corporation, partnership, limited partnership or other business entity) which the trust may own or in which it may be financially interested for such time as the Trustees may deem to be in the best interests of the trust; employ in the conduct of any such business such capital out of trust as the Trustees may deem proper; borrow money for use in any such business alone or with other persons financially interested in such business, and secure loans by a mortgage, pledge or any other manner of encumbrance of not only the trust's property and interest in such

business but also such portion of the trust outside of such business as the Trustees may deem proper; organize, either alone or jointly with others, new corporations, partnerships, limited partnerships or other business entities and convey to it or them trust property or any part thereof; and generally exercise with respect to the continuance, management, sale or liquidation of any business which the trust may own or in which it may be financially interested, or of any new business or business interest, all the rights and powers which a prudent owner of any such business would have.

K. Selection and Retention of Investments. Any property acquired by the Trustees and at any time constituting any part of the trust shall be deemed a proper investment, and the Trustees shall be under no obligation to dispose of or convert such property. Investments need not be diversified, may be of a wasting nature, and may be made or retained with a view to possible increase in value. The Trustees may invest all funds available for investment at any time that the Trustees may deem advisable in such investments as the Trustees may be permitted to make pursuant to the terms hereof. The Trustees, unless otherwise herein specifically prohibited, shall have as wide a latitude in the selection, retention and making of investments as any individual would have in retaining or investing his or her own funds and shall not be limited to nor bound or governed by any statute or regulation respecting investments.

L. Holding Title to Investments. The Trustees may hold title to investments in the name of the Trustees or a nominee. If the trust owns assets located in a jurisdiction in which the Trustees cannot be authorized to act, then the Trustees may appoint any national bank authorized to act in such jurisdiction as Trustees of such assets and confer on such Trustees any power as may be necessary in the premises, but, in any event, such Trustees shall account for all net income and/or net proceeds from the sale of such assets to the Trustees acting hereunder.

M. Power to Make Loans. The Trustees may make loans, secured or unsecured, in such amounts, upon such terms, at such reasonable rates of interest, and to such persons, firms or corporations as the Trustees may deem proper and appropriate; provided, however, that the Trustees shall not be empowered to make any loan to any person or corporation then serving as Trustees

hereunder.

N. Power to Vote Stock. The Trustees may vote shares of stock in person or by proxy, with or without power of substitution; exercise and perform any and all rights, privileges and powers inuring to the holder of any stock or security comprising at any time a part of the trust, and exercise by agent or attorney-in-fact any right appurtenant to any property or matter in which the trust may be interested.

O. Protection of the Trust Estate. The Trustees may protect, perfect and defend the title to any trust property; sue and be sued; enforce any bonds, mortgages or other obligations or liens owned by the trust; compromise, arbitrate, or otherwise adjust claims in favor of or against the trust; waive or release rights of any kind; and abandon any property considered by the Trustees to be worthless.

P. Notes, Mortgages, and Foreclosures. The Trustees may, at any time, reduce the rate of interest payable on any bond, note, or other security owned by the trust; continue mortgages upon and after maturity, with or without renewal, or extend the same upon such terms as seem advisable to the Trustees without reference to the value of the security at the time of such continuance; modify or release any guaranty or mortgage; as an incident to collection of any bond or note, foreclose and bid in the property at foreclosure sale, acquire the property by deed from the mortgagor or obligor without foreclosure and retain the property so bid in or taken over without foreclosure.

Q. Insurance. The Trustees may carry such insurance coverage (in stock companies or in mutual companies), including public liability, property damage and life insurance, for such hazards and in such amounts as the Trustees may deem advisable. With respect to life insurance, the Trustees may acquire life insurance on the life of any beneficiary or on the life of any person in whom a beneficiary has an insurable interest from any company in such amount and type as the Trustees may deem advisable, pay all premiums from either income or principal, and designate as beneficiary the Trustees of the trust. With respect to all insurance policies held in the trust estate, unless the Trustees shall arrange for the automatic application of dividends in reduction of premium

payments, dividends shall be treated as a return of corpus and applied to the payment of such premiums.

R. Employ and Compensate Agents and Representatives. The Trustees may employ, appoint, remove and compensate, out of income or corpus or in such proportion between income and corpus as the Trustees may deem proper, agents or other representatives, including accountants, brokers, attorneys-at-law, attorneys-in-fact, investment counsel, investment brokers, realtors, rental agents, geologists, engineers, and other assistants and advisers as deemed by the Trustees to be helpful in the proper administration of the trust, without liability for any neglect, omission, misconduct, or default of such agent or representative, provided such agent or representative was selected and retained by the Trustees with due care.

S. Establish and Maintain Reserves. Out of rents, profits, or other income received, the Trustees may set up reserves for taxes, assessments, insurance premiums, repairs, improvements, depletion, depreciation, obsolescence and general maintenance of buildings or other property.

T. Power to Determine Income and Corpus. Stock dividends and capital gains shall be treated as corpus. Except as herein otherwise specifically provided, the Trustees shall determine in accordance with general principles of federal tax law the manner in which expenses are to be borne and receipts credited between corpus and income and what shall constitute income, net income and corpus. In determining such matters, the Trustees may give consideration to, but shall not be bound by, the provisions of the Texas Trust Code.

U. Liability of Third Party. No purchaser at any sale made by the Trustees or person dealing with the Trustees is obliged to see to the application of any money or property paid or delivered to the Trustees or to inquire into the expediency or propriety of, or the authority of the Trustees to enter into and consummate, any transaction.

V. Documents. The Trustees may execute and deliver any deeds, conveyances, assignments, leases, contracts, stock or security transfer powers, or any other written document of any character appropriate to any of the powers or duties herein conferred upon the Trustees.

W. Transactions with Beneficiaries and Fiduciaries. The Trustees is authorized to enter into any transaction permitted by this Trust Agreement, even though the other party to that transaction is a beneficiary; the estate of a beneficiary; a trust created by or for the benefit of a beneficiary, whether living or deceased; the estate of either Settlor; a personal representative of any estate, including that of either Settlor; or a Trustees of any trust, including the Trustees under this Trust Agreement acting individually; except to the extent that the Texas Trust Code, as amended, or any successor statute may expressly prohibit Settlers from authorizing any corporate Trustees serving hereunder from engaging in any such transaction. The Trustees is authorized, but not directed, to lend trust funds to the personal representatives of the Settlers' estates upon such security and for such time and at such rate of interest as the Trustees, in their sole discretion, deems proper, and to purchase any assets from the personal representatives of the Settlers' estate for such sums and on such terms as the Trustees may deem appropriate or proper; provided, however, that the Trustees shall be required to act in all such matters on the same basis as it would in dealing at arm's length with an unrelated third party.

X. Reserve for Taxes and Obligations. Upon the date of the first Settlor to die, the Trustees shall be authorized to withhold from distribution of principal in accordance with this Trust Agreement an amount of property sufficient, in its judgment, to cover any liability that may be imposed upon the Trustees or the trust estate for estate, inheritance or other taxes attributable to the estate of the first Settlor to die or to meet any obligations (including all taxes) of such Settlor or expenses with respect to the administration of his or her estate, and to pay such liabilities, obligations and expenses out of the trust created hereunder. Upon the Trustees being satisfied that they no longer have any liability with respect to such taxes and that they need not pay such liabilities, obligations and expenses, the balance of such withheld property shall be distributed in accordance with the applicable provisions of this Trust Agreement. Neither the trust estate nor any trust beneficiary shall be entitled to reimbursement from the estate of such Settlor, or his or her heirs or devisees, on account of any payment made pursuant to this paragraph.

Y. Powers Cumulative. Except as herein otherwise provided, the powers conferred upon the Trustees shall not be construed as in limitation of any authority conferred by law, including but not limited to the Texas Trust Code (including any amendments thereto) and its successor statute or statutes, but as in addition thereto.

ARTICLE XI.

Provisions Relating to Life Insurance Policies

A. Rights Reserved in Policies and Benefit Plans. The Settlers reserve to themselves during their joint lifetimes, and may receive or exercise without the consent or approval of the Trustees or any beneficiary hereunder, all benefits, payments, dividends, surrender values, options, rights, powers and privileges with respect to the policies listed in the attached Schedule A, and any other policies or any benefit plans which may be made payable to the Trustees hereunder, including, but not limited to, the following:

1. The power, as provided in Article I above, to add the proceeds of any other policies of insurance and any benefit plans to the operation of the trust by making such policies and benefit plans payable to the Trustees;
2. The right to receive or apply dividends or distributive shares of surplus, disability benefits, surrender values or the proceeds of matured endowments;
3. The power to obtain and receive from the respective insurance companies such advances or loans on account of policies as may be available;
4. The power to exercise any option, right or privilege granted in any policy or benefit plan;
5. The power to borrow on, sell, assign or pledge any policy or rights under any benefit plan;
6. The power to change the beneficiary of any policy or benefit plan;
7. The power to withdraw a policy or benefit plan from the operation of this trust in order to exercise a reserved power or for any other purpose;

8. The power to change the beneficiaries under this Trust Agreement, their respective shares and plans of distribution; and

9. The power to convert any policy of insurance into another form or forms of insurance.

It is the intent of the parties hereto that as to the life insurance policies listed on the attached Schedule A, the Trustees shall receive only the proceeds payable at the death of the insured Settlor subject to all loans and charges against such proceeds as may have accrued during such Settlor's lifetime, and the Settlers shall, during their joint lifetimes, retain all other contractual benefits, powers and options under such policies and benefit plan. Upon the death of the first Settlor to die, the rights and powers described in this Article XI shall pass from the surviving Settlor to the Trustees.

B. Duty Regarding Policies and Premium Payments.

1. Settlers' Duties. It is the Settlers' intention to pay all premiums, assessments, or other charges necessary to keep all policies owned by them and payable to the Trustees in force, but the Settlers shall be under no duty to do so and shall sustain no liability to anyone if Settlers should permit any policies within operation of the trust to lapse for nonpayment of premiums, assessments, or other charges, or otherwise permit the policies, or any of them, to become uncollectible.

2. Trustees' Duties. The Trustees shall be under no obligation, during the lifetime of the Settlers, to pay any premiums, assessments, or other charges necessary to keep the policies in force, nor shall the Trustees be under any obligation to ascertain whether the same have been paid, or to notify any person of the non-payment of premiums. The Trustees shall keep safely all policies deposited with the Trustees, and shall, at the request of the Settlers, execute such releases and other documents as shall be required to permit the Settlers to exercise any options, privileges, or powers reserved to the Settlers hereunder.

C. Trustees' Duties Upon Insured Settlor's Death. As soon as practicable after the death

of an insured Settlor, the Trustees shall make such proofs of death as shall be required under any policies of insurance then within the operation of this Trust Agreement and payable to the Trustees, and the Trustees shall receive such sums of money as shall be due to the Trustees under the terms of such policies of life insurance, including double indemnity benefits, and hold the same, in trust, for the uses and purposes hereinafter set forth. To facilitate the receipt of such sums of money, the Trustees shall have the power to execute and deliver receipts and other documents, to compromise or adjust disputed claims in such manner as the Trustees, in the Trustees' sole discretion, may deem just, and to take such steps as the Trustees, in the Trustees' sole discretion, shall deem necessary and proper for collection thereof; provided that if payment on any policy is contested, the Trustees shall not be obligated to take any action for collection unless and until the Trustees shall have been indemnified to the Trustees' satisfaction against any loss, liability, or expense, including attorney's fees; and provided further, that the Trustees may, in the Trustees' sole discretion, use any funds in the Trustees' hands, whether corpus or income, to pay the costs and expenses, including attorney's fees, of bringing action for the collection of the proceeds of any policy hereunder, and the Trustees may be reimbursed for any advances made for such purposes. Upon payment to the Trustees of the amounts due under the policies of insurance payable hereunder, the insurance companies issuing such policies shall be relieved of all further liability hereunder, and no such insurance company shall be under any responsibility to see to the performance of the trust created hereby.

To the extent permitted, the Trustees shall have the right to negotiate and receive proceeds from employee benefit plans in any manner the Trustees may deem prudent and consistent with the tax (estate, generation-skipping, income, and other) and other objectives of any trust established hereunder and its beneficiaries; provided, however, if such proceeds would be otherwise exempt from federal estate taxes in whole or in part, the Trustees shall not elect to receive, use or expend such otherwise exempt proceeds in such a manner as will subject them to federal estate taxation in a Settlor's estate without the written consent of the personal representative of that Settlor's estate.

ARTICLE XII.

Acceptance by the Trustees

The Trustees, by executing this Trust Agreement, hereby accept the trust created by this Trust Agreement and covenant to faithfully discharge all duties of the Trustees hereunder.

ARTICLE XIII.

Definitions and General Provisions

The following definitions and provisions are applicable to this Trust Agreement:

- A. Children and Descendants. The terms "child, children, descendants, issue" and similar terms shall be deemed only to include children born to, or adopted (on or before eighteen years of age) in, a lawful marriage. A posthumous child shall be considered as living at the death of his parent.
- B. Heirs. The "heirs" of a person shall include those persons who would have inherited the personal property of a deceased person had such deceased person died intestate at the time of such distribution, unmarried and domiciled in Texas, under the laws of the State of Texas then in force, taking shares as prescribed by such applicable laws.
- C. Beneficiary. A "beneficiary" is a person who is entitled to distribution of assets hereunder.
- D. Trust. Except as provided otherwise by the context of this document, the word "trust" as used herein shall include any and all trusts created hereunder.
- E. Trust Estate. The term "trust estate" means all assets, however and whenever acquired, including income, which may belong to a trust at any given time.
- F. Trustees. The term "Trustees" shall include within its meaning any trustee and all trustees serving from time to time hereunder and shall refer both to the original Trustees and to any successor or substitute thereof.
- G. Code. The term "Code" refers to the Internal Revenue Code of 1986, as amended, and corresponding provisions of any subsequent federal tax laws.

H. Other Terms. The use of any gender includes the other genders, and the use of either the singular or the plural includes the other.

ARTICLE XIV.

Binding Effect

This Trust Agreement shall extend to and be binding upon the heirs, executors, administrators, legal representatives and successors, respectively, of the parties hereto.

ARTICLE XV.

Captions Not Interpretive

The captions that have been used to designate the various articles, paragraphs and subparagraphs in this Trust Agreement are solely for convenience in reading and ease of reference and shall not be construed in any event or manner as interpretive or limiting the interpretation of the same.

IN WITNESS WHEREOF, this Trust Agreement was executed on this the 27th day of August, 2007.

Paul Krynski
PAUL E. KRYNSKI, Settlor

Frances P. Krynski
FRANCES P. KRYNSKI, Settlor

Paul Krynski
PAUL E. KRYNSKI, Trustee

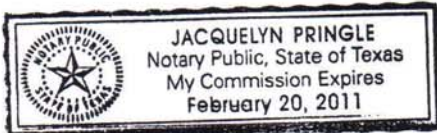
Frances P. Krynski
FRANCES P. KRYNSKI, Trustee

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSENSKI, in his capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

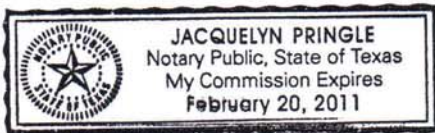
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSENSKI, in her capacity as Settlor, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

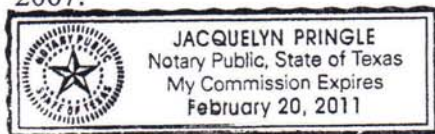
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared PAUL E. KRYSENSKI, in his capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

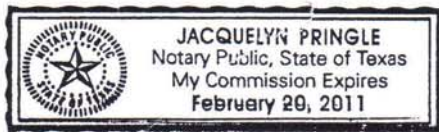
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF JOHNSON

§
§

BEFORE ME, the undersigned authority, in and for the State of Texas, on this day personally appeared FRANCES P. KRYSINSKI, in her capacity as Trustee, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of August, 2007.



Jacquelyn Pringle

Notary Public, State of Texas

SCHEDULE A
TO THE KRYSENSKI LIVING TRUST

DATED August 27, 2007

Initial Assets: All of Settlor's interests in and to the following described properties:

REAL PROPERTY:

Parcel #1

ADDRESS: 5828 Conveyor Dr., Cleburne, Texas 76031

LEGAL DESCRIPTION:

TRACT: 1 All that certain tract or parcel of land containing 17.770 acres, more or less, in the H.R. McClure Survey, Abstract 587 and being the same land described as in that certain Deed dated November 30, 1998 from Veterans Land Board of the State of Texas to Paul Krynski and recorded in Volume 2282 at Page 615 of the Official Public Records of Johnson County, Texas

TRACT: 2 All that certain tract or parcel of land containing 35.940 acres, more or less, in the H.R. McClure, Abstract 587 and being the same land described in that certain Judgment Granting Full Title, Ownership and Possession, dated October 26, 2001, Paul E. Krynski and wife, Frances P. Krynski VS. Unknown Heirs of the J. Thomas Snodgrass, Deceased et al, and recorded in Volume 2718 at Page 790 of the Official Public Records of Johnson County, Texas.

CASH IN BANKS:

Account #1

Institution: Community Bank, Granbury, Texas

Account type: checking

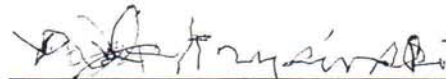
Account/CD #: 1699578

Account #2

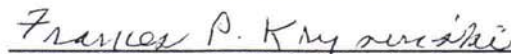
Institution: Edward Jones

Account type: investments

Account/CD #: 239-10155-1-4



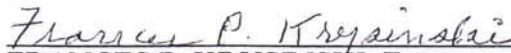
PAUL E. KRYNSKI, Settlor



FRANCES P. KRYNSKI, Settlor



PAUL E. KRYNSKI, Trustee



FRANCES P. KRYNSKI, Trustee

Johnson County
Becky Williams
County Clerk
Cleburne 76033



70 2014 00024206

Instrument Number: 2014-24206

Recorded On: November 07, 2014

As
Agreement

Parties:

To

Billable Pages: 36

Number of Pages: 37

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

| | |
|------------------|--------|
| Agreement | 166.00 |
| Total Recording: | 166.00 |

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24206
Receipt Number: 15580
Recorded Date/Time: November 07, 2014 12:25:55P
User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON
CUSTOMER PICKUP
BURLESON TX 76028



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly
recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of
color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: November 14, 2022

SUBJECT:

Consider an ordinance altering the Speed Limit along Hemphill Street between NE Alsbury Boulevard and the city limits from 35 miles per hour to 45 miles per hour; directing the City Manager or designee to erect the appropriate signage and incorporating the recitals into the body of the ordinance. *(First and Final Reading) (Staff Presenter: Eric Oscarson, Director of Public Works)*

SUMMARY:

In April 2022, staff received complaints about speeding along Hemphill Street. In reviewing the complaints, staff discovered that Hemphill St. was designed as a major collector with a recommended speed limit of 45 MPH but was posted at 35 MPH. In May, staff completed a speed survey which identified that the average speed at the 85th percentile was 43 MPH. Based on that information, staff initiated a traffic speed study to determine the appropriate speed limit for Hemphill from NE Alsbury Blvd to the city limits.

A traffic speed study was completed by Kimley-Horn and Associates, Inc. on June 30, 2022. To evaluate the area, speed and traffic volume data were collected at Windridge Lane for a period of twenty-four (24) hours on Tuesday, May 24th, 2022. Based upon the results of this study, the 85th percentile speed for NB and SB traffic was approximately 43 mph, just south of Windridge Lane. The results included 2,530 NB and 2,168 SB total passenger cars. In most instances, a speed limit based on the 85th percentile speed best reflects the expectations of the largest proportion of drivers; is found by most to be a safe and comfortable limit; facilitates speed enforcement; and offers the greatest chance of achieving some uniformity in speeds on a given road.

Based on the collected data and roadway geometry of Hemphill Street, Kimley-Horn & Associates and staff recommend a posted speed limit of 45 mph.

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Approve an ordinance altering the Prima Facie Speed Limit along Hemphill Street between SW Alsbury Boulevard and the city limits from 35 miles per hour to 45 miles per hour; directing the City Manager or designee to erect the appropriate signage and incorporating the recitals into the body of the ordinance.

STAFF CONTACT:

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

REVISED SPEED ZONE ORDINANCE

Hemphill Street



AREA OF REVIEW

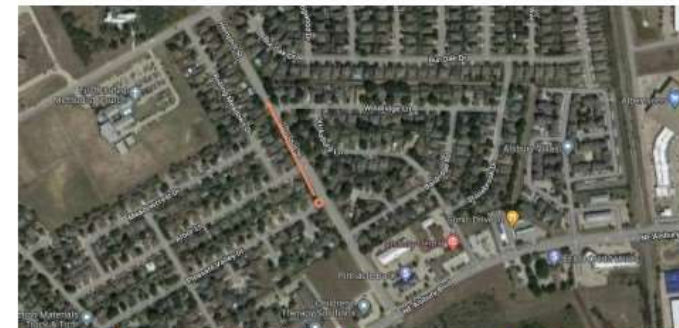
- Street Limits
 - Alsbury Blvd to north of Peach Lane
- Current Speed Limit
 - 35 MPH
- Signal Controlled
 - Alsbury Blvd
- Stop Controlled Intersections
 - McAlister Rd
 - Plum Dr



BACKGROUND

- During the month of April 2022, Traffic Engineering and PD received complaints of speeding on Hemphill Street.
- From 5-9-22 through 5-11-22 PD conducted a speed survey, and asked Traffic Engineering to review.
- 9,251 vehicles surveyed during that period, 85th percentile was 43 MPH
- On 5-16-22 PD suspended speed enforcement, pending a full Traffic Engineering Study.
- On 6-30-22 Kimley Horn was authorized to conduct Traffic Engineering Speed Study.

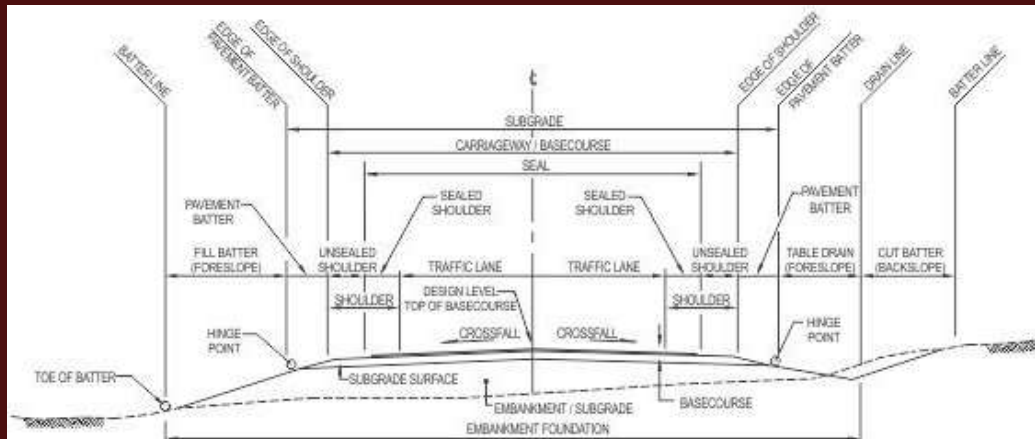
THE CITY OF BURLESON TEXAS



| | | | | | |
|---------------------|------------------|--------------------|--------------------------------|--------------------|------------|
| Survey Name | Hemphill St | Location | 800th Hemphill St Burleson, TX | Speed Unit | Miles/Hour |
| Start | 2022-05-09 10:55 | Traffic Direction | Undefined | Speed Limit | 35 |
| Stop | 2022-05-11 11:49 | Zone | | Min Speed Thres... | 10 |
| Operator | | Min Following Time | 0.0 | Max Speed Thres... | 160 |
| Survey Direction | Both | Time Resolution | 1 | Speed Resolution | 1 |
| Survey Direction(s) | 0.0 | | | | |
| Total Vehicle Count | 9251 | 100% | Average Speed | 37.7 | MPH |
| Under Limit Count | 2860 | 30% | Minimum Speed | 13 | MPH |
| Over Limit Count | 6391 | 70% | Maximum Speed | 79 | MPH |
| 10 Over Limit Count | 761 | 8% | 85Speed Percentile | 43 | MPH |
| | | | Average Speed Over Limit | 40.3 | MPH |

TRAFFIC ENGINEERING SPEED STUDY

- Considers adjacent land use.
- Conducts 24 hour traffic vehicle counts and speeds during a normal midweek day.
- Review similar roadways.
- Analyzes engineering roadway design.
- Verifies 85th percentile speeds.
- Compare to PD results.
- Make recommendations.



RESULTS

- North bound traffic counted 2,530 vehicles in a 24 hour period, with the 85th percentile speed of 43 MPH
- South bound traffic counted 2,168 vehicles in a 24 hour period, with the 85th percentile speed of 44 MPH.
- Limited roadway connections, and no residential driveways connecting to Hemphill St.
- 85th percentile speed was approximately 43 MPH for both directions.



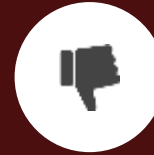
OPTIONS

RECOMMENDED



APPROVE

Approve an ordinance altering the Prima Facie Speed Limit along Hemphill Street between NE Alsbury Boulevard and McAlister Road from 35 miles per hour to 45 miles per hour; directing the City Manager or designee to erect the appropriate signage and incorporate the recitals into the body of the ordinance.



DENY

QUESTIONS?



Memorandum

To: Michelle McCullough, P.E., CFM
Assistant Director
Public Works Department
City of Burleson

From: Jeff Whitacre, P.E., AICP, PTP
Kimley-Horn and Associates, Inc.

Date: August 23, 2022

Re: Hemphill Speed Study
Burleson, Texas



08/23/2022

PURPOSE

Kimley-Horn was retained by the City of Burleson, Texas to perform a speed study along Hemphill Street, between McAlister Road and Alsbury Boulevard. Hemphill Street runs in a northwest-southeast direction and has a posted speed limit of 35 mph.

The purpose of this memo is to evaluate the current speed of traffic along the roadway and existing geometry and propose a speed limit for vehicular traffic.

EXISTING CONDITIONS

Hemphill Street is a major collector that connects to Alsbury Boulevard to the south and FM 1187 to the north. Hemphill Street is a 44-foot-wide undivided four-lane facility from the all-way stop at McAlister Road to the signal at Alsbury Boulevard. Residents have reported vehicle speeds exceeding the 35-mph speed limit within the study area.

SPEED ANALYSIS

Data Collection

To evaluate the current speeds along Hemphill Street, bi-directional speed and volume data were collected just south of Windridge Lane for a period of 24 hours on Tuesday, May 24, 2022.

Results

Based upon the results of this study (see attached), the 85th percentile speed for NB and SB traffic was approximately 43 mph, just south of Windridge Lane. The results included 2,530 NB and 2,168 SB total passenger cars.

Data collection sheets are provided as **attachments** to this document.

CONCLUSIONS AND RECOMMENDATIONS

In most instances, a speed limit based on the 85th percentile speed best reflects the expectations of the largest proportion of drivers; is found by most to be a safe and comfortable limit; facilitates speed enforcement; and offers the greatest chance of achieving some uniformity in speeds on a given road.

Based on the collected data along Hemphill Street, the 85th percentile speed limit is 43 mph. Speed limit signs are currently placed that indicate a 35-mph speed, which leads to residents reporting speeding. The design speed for a major collector in Burleson is currently listed at 45 mph, so the 43-mph speed along the roadway is anticipated given the current design of Hemphill Street.

Based on these findings, we recommend increasing the 35-mph speed limit to a 45-mph speed limit.

If you have any questions, please contact me at jeff.whitacre@kimley-horn.com or by phone at 817-339-2254.



Attachments

1. Volume and Speed Raw Data Sheets

GRAM Traffic North Texas, Inc.

1120 W Lovers Lane
Arlington, TX 76013

HEMPHILL ST SOUTH OF WINDRIDGE - SPEED 4 SEC FILTER
Site Code: 911
Station ID:

Page 1

Latitude: 0' 0.0000 South

NB

| Start Time | 15 | 16 | 21 | 26 | 31 | 36 | 41 | 46 | 51 | 56 | 61 | 66 | 71 | 76 | Total | 85th Percent | 95th Percent |
|------------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|------|------|-------|--------------|--------------|
| 05/24/22 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 01:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 02:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 03:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 04:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 05:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 06:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 07:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 08:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 09:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 10:00 | 0 | 1 | 0 | 4 | 16 | 47 | 20 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 94 | 42 | 46 |
| 11:00 | 0 | 0 | 2 | 2 | 20 | 50 | 35 | 7 | 1 | 1 | 0 | 0 | 0 | 0 | 118 | 43 | 47 |
| 12 PM | 0 | 0 | 1 | 4 | 23 | 66 | 26 | 9 | 3 | 0 | 0 | 0 | 0 | 0 | 132 | 43 | 48 |
| 13:00 | 0 | 0 | 0 | 6 | 33 | 63 | 36 | 10 | 3 | 0 | 0 | 0 | 0 | 0 | 151 | 43 | 47 |
| Total | 0 | 1 | 3 | 16 | 92 | 226 | 117 | 31 | 8 | 1 | 0 | 0 | 0 | 0 | 495 | | |
| Percent | 0.0% | 0.2% | 0.6% | 3.2% | 18.6% | 45.7% | 23.6% | 6.3% | 1.6% | 0.2% | 0.0% | 0.0% | 0.0% | 0.0% | | | |
| AM Peak | | 10:00 | 11:00 | 10:00 | 11:00 | 11:00 | 11:00 | 11:00 | 10:00 | 11:00 | | | | | 11:00 | | |
| Vol. | | 1 | 2 | 4 | 20 | 50 | 35 | 7 | 1 | 1 | | | | | 118 | | |
| PM Peak | | | 12:00 | 13:00 | 13:00 | 12:00 | 13:00 | 13:00 | 12:00 | | | | | | 13:00 | | |
| Vol. | | | 1 | 6 | 33 | 66 | 36 | 10 | 3 | | | | | | 151 | | |
| Total | 0 | 1 | 3 | 16 | 92 | 226 | 117 | 31 | 8 | 1 | 0 | 0 | 0 | 0 | 495 | | |
| Percent | 0.0% | 0.2% | 0.6% | 3.2% | 18.6% | 45.7% | 23.6% | 6.3% | 1.6% | 0.2% | 0.0% | 0.0% | 0.0% | 0.0% | | | |

15th Percentile : 32 MPH
50th Percentile : 37 MPH
85th Percentile : 43 MPH
95th Percentile : 47 MPH

Stats
10 MPH Pace Speed : 36-45 MPH
Number in Pace : 343
Percent in Pace : 69.3%
Number of Vehicles > 55 MPH : 1
Percent of Vehicles > 55 MPH : 0.2%
Mean Speed(Average) : 39 MPH

GRAM Traffic North Texas, Inc.

1120 W Lovers Lane
Arlington, TX 76013

HEMPHILL ST SOUTH OF WINDRIDGE - SPEED 4 SEC FILTER
Site Code: 911
Station ID:

Page 2

Latitude: 0' 0.0000 South

SB

| Start Time | 15 | 16 | 21 | 26 | 31 | 36 | 41 | 46 | 51 | 56 | 61 | 66 | 71 | 76 | Total | 85th Percent | 95th Percent |
|------------|------|------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|------|------|-------|--------------|--------------|
| 05/24/22 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 01:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 02:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 03:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 04:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 05:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 06:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 07:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 08:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 09:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 10:00 | 0 | 0 | 1 | 4 | 22 | 40 | 26 | 6 | 1 | 1 | 0 | 0 | 0 | 0 | 101 | 43 | 47 |
| 11:00 | 0 | 0 | 1 | 4 | 17 | 41 | 31 | 7 | 2 | 1 | 0 | 0 | 0 | 0 | 104 | 44 | 48 |
| 12 PM | 0 | 0 | 0 | 4 | 11 | 43 | 36 | 8 | 2 | 1 | 0 | 0 | 0 | 0 | 105 | 44 | 48 |
| 13:00 | 0 | 0 | 1 | 6 | 10 | 42 | 35 | 10 | 0 | 1 | 0 | 0 | 0 | 0 | 105 | 44 | 47 |
| Total | 0 | 0 | 3 | 18 | 60 | 166 | 128 | 31 | 5 | 4 | 0 | 0 | 0 | 0 | 415 | | |
| Percent | 0.0% | 0.0% | 0.7% | 4.3% | 14.5% | 40.0% | 30.8% | 7.5% | 1.2% | 1.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | |
| AM Peak | | | 10:00 | 10:00 | 10:00 | 11:00 | 11:00 | 11:00 | 11:00 | 10:00 | | | | | 11:00 | | |
| Vol. | | | 1 | 4 | 22 | 41 | 31 | 7 | 2 | 1 | | | | | 104 | | |
| PM Peak | | | 13:00 | 13:00 | 12:00 | 12:00 | 12:00 | 13:00 | 12:00 | 12:00 | | | | | 12:00 | | |
| Vol. | | | 1 | 6 | 11 | 43 | 36 | 10 | 2 | 1 | | | | | 105 | | |
| Total | 0 | 0 | 3 | 18 | 60 | 166 | 128 | 31 | 5 | 4 | 0 | 0 | 0 | 0 | 415 | | |
| Percent | 0.0% | 0.0% | 0.7% | 4.3% | 14.5% | 40.0% | 30.8% | 7.5% | 1.2% | 1.0% | 0.0% | 0.0% | 0.0% | 0.0% | | | |

15th Percentile : 33 MPH
50th Percentile : 38 MPH
85th Percentile : 44 MPH
95th Percentile : 48 MPH

Stats
10 MPH Pace Speed : 36-45 MPH
Number in Pace : 294
Percent in Pace : 70.8%
Number of Vehicles > 55 MPH : 4
Percent of Vehicles > 55 MPH : 1.0%
Mean Speed(Average) : 39 MPH

GRAM Traffic North Texas, Inc.

1120 W Lovers Lane
Arlington, TX 76013

HEMPHILL ST SOUTH OF WINDRIDGE - SPEED 4 SEC FILTER
Site Code: 911
Station ID:

Page 3

Latitude: 0' 0.0000 South

| NB, SB | | | | | | | | | | | | | | | | | |
|------------|------|--------------------------------|-------------------|-----------|--------|-------|-------|-------|-------|-------|------|------|------|------|-------|--------------|--------------|
| Start Time | 15 | 16 | 21 | 26 | 31 | 36 | 41 | 46 | 51 | 56 | 61 | 66 | 71 | 76 | Total | 85th Percent | 95th Percent |
| 05/24/22 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | 999 | * | * |
| 01:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 02:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 03:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 04:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 05:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 06:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 07:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 08:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 09:00 | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * | * |
| 10:00 | 0 | 1 | 1 | 8 | 38 | 87 | 46 | 11 | 2 | 1 | 0 | 0 | 0 | 0 | 195 | 43 | 46 |
| 11:00 | 0 | 0 | 3 | 6 | 37 | 91 | 66 | 14 | 3 | 2 | 0 | 0 | 0 | 0 | 222 | 43 | 47 |
| 12 PM | 0 | 0 | 1 | 8 | 34 | 109 | 62 | 17 | 5 | 1 | 0 | 0 | 0 | 0 | 237 | 43 | 48 |
| 13:00 | 0 | 0 | 1 | 12 | 43 | 105 | 71 | 20 | 3 | 1 | 0 | 0 | 0 | 0 | 256 | 43 | 47 |
| Total | 0 | 1 | 6 | 34 | 152 | 392 | 245 | 62 | 13 | 5 | 0 | 0 | 0 | 0 | 910 | | |
| Percent | 0.0% | 0.1% | 0.7% | 3.7% | 16.7% | 43.1% | 26.9% | 6.8% | 1.4% | 0.5% | 0.0% | 0.0% | 0.0% | 0.0% | | | |
| AM Peak | | 10:00 | 11:00 | 10:00 | 10:00 | 11:00 | 11:00 | 11:00 | 11:00 | 11:00 | | | | | 11:00 | | |
| Vol. | | 1 | 3 | 8 | 38 | 91 | 66 | 14 | 3 | 2 | | | | | 222 | | |
| PM Peak | | | 12:00 | 13:00 | 13:00 | 12:00 | 13:00 | 13:00 | 12:00 | 12:00 | | | | | 13:00 | | |
| Vol. | | | 1 | 12 | 43 | 109 | 71 | 20 | 5 | 1 | | | | | 256 | | |
| Total | 0 | 1 | 6 | 34 | 152 | 392 | 245 | 62 | 13 | 5 | 0 | 0 | 0 | 0 | 910 | | |
| Percent | 0.0% | 0.1% | 0.7% | 3.7% | 16.7% | 43.1% | 26.9% | 6.8% | 1.4% | 0.5% | 0.0% | 0.0% | 0.0% | 0.0% | | | |
| | | | 15th Percentile : | | 33 MPH | | | | | | | | | | | | |
| | | | 50th Percentile : | | 38 MPH | | | | | | | | | | | | |
| | | | 85th Percentile : | | 43 MPH | | | | | | | | | | | | |
| | | | 95th Percentile : | | 47 MPH | | | | | | | | | | | | |
| Stats | | 10 MPH Pace Speed : | | 36-45 MPH | | | | | | | | | | | | | |
| | | Number in Pace : | | 637 | | | | | | | | | | | | | |
| | | Percent in Pace : | | 70.0% | | | | | | | | | | | | | |
| | | Number of Vehicles > 55 MPH : | | 5 | | | | | | | | | | | | | |
| | | Percent of Vehicles > 55 MPH : | | 0.5% | | | | | | | | | | | | | |
| | | Mean Speed(Average) : | | 39 MPH | | | | | | | | | | | | | |

ORDINANCE

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMIT ALONG HEMPHILL STREET BETWEEN NE ALSBURY BOULEVARD AND THE CITY LIMITS FROM 35 MILES PER HOUR TO 45 MILES PER HOUR; DIRECTING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, Section 545.356 of the Transportation Code authorizes cities to alter prima facie speed limits and establishes procedures for a city to set up speed zones and post speed limit signs; and

WHEREAS, upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Section 545.356 of the Transportation Code, the City Council hereby finds and determines that the increased speed limit set forth herein is reasonable and safe, in the best interest of the public, and is adopted in furtherance of the public health, safety, morals, and general welfare; and

WHEREAS, the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because it is an ordinance setting or changing the applicable speed limit.

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

Section 1.

The certain portion of Hemphill Street beginning at the intersection of the centerline of NE Alsbury Boulevard and Hemphill Street to the terminus at the city limits in the City of Burleson, Texas, is hereby designated a 45 MPH (miles per hour) speed zone. It shall be unlawful for any person to drive or operate any vehicle at a rate in excess of forty-five (45) miles per hour in the location described above.

Section 2.

The City Manager or designee is hereby directed to erect or cause to be erected appropriate signage giving notice of the speed limits established herein and the provisions of this ordinance shall not be effective until such signs or markings are erected.

Section 3.

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

Section 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 the City Code and other ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed.

Section 6.

The terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 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.

A violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be a fine not exceeding \$200.00.

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 & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Community Services

FROM: DeAnna Phillips, Director of Community Services

MEETING: September 19, 2022

SUBJECT:

Consider approval of an ordinance amending Chapter 70 "Streets, Sidewalks and Other Public Places" of the Code of Ordinances, City of Burleson, by repealing and replacing Article V "Public Events" to require permits for public events; providing procedures for the issuance of a permit; requiring the City Council to approve portions of certain permit applications involving certain street closures or in-kind sponsorships; providing for water, health and sanitation facilities for the event; providing for police protection and emergency medical services for the event; requiring the permit applicant and permittee to carry liability insurance of a certain amount and indemnify the city. (First Reading) (*Staff Presenter: DeAnna Phillips, Director of Community Services*)

SUMMARY:

Article V, "Public Events," was added to Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances in 2013. The new article required permits for public events and provided an outline to enhance the health, safety and general welfare of events within the city limits of Burleson.

After nine years of operating under the ordinance staff is proposing changes to outline a formal process on street closures, in-kind donations of city staff or resources for non-city public events and to reflect updated definitions.

The current process of approving road closures and in-kind city donations is a case-by-case decision approved by staff.

Policy Issues with current ordinance

- Policy issues that need to be considered formally by city council rather than exercised by staff:
 - Street closures that can impact public safety, businesses and/or residents
 - Donations of city time, equipment and facilities
- Staff feels that Council should be given an opportunity to make policy decisions on which events are appropriate to close streets and/or receive an in-kind donation from the city

Proposed Changes Include:

Sect. 70-140 – Definitions

- **Public Event Official** means the person or department to whom the city manager may, from time to time, delegate the enforcement responsibility under this article.
- **Major thoroughfare** means any street in the city with more than two lanes for vehicular travel, including the sidewalk and right-of-way of along such street, and shall also specifically include the following streets Renfro Street, Wilshire Boulevard, Hidden Creek Parkway and John Jones Drive including the sidewalks and rights-of-way along such streets.
- **Marathon, 5K, or Fun Run** means an organized running race upon public rights-of-way, including public trails and sidewalks.
- **Neighborhood block party** means an organized small-scale activity that closes a small number of blocks on a local-service, residential street that is initiated by and intended to attract only local residents who live on or in close proximity to the street being closed and not intended for the general public, and which attracts or can be expected to attract no more than two hundred fifty (250) persons at any instant during the gathering or activity.
- **Parade** means any assembly, march, demonstration, or procession upon public thoroughfares within the city consisting of persons, animals, or vehicles traveling in unison with an intent of attracting public attention and that is reasonably likely to interfere with the normal flow or regulation of traffic upon public thoroughfares.
- **Sponsorship** means an in-kind sponsorship of over five hundred dollars (\$500.00) from the city including but not limited to (i) the cost of policing of the event, (ii) the cost of medical services at the event, (iii) the cost of public works services at the event, (iv) the cost of parks and recreation services at the event, or (v) the waiver of any city building rental fee.
- **Street** means any public or private street, alley, avenue, lane, boulevard, drive, public place or highway commonly used for the purpose of travel within the city.
- **Street closure** means any closing or impacting a street, sidewalk, or right-of-way.
- **Public Event or Event Definition Updated**
Current definition: means any meeting or gathering held at a specific location within

the city limits, which attracts or can be expected to attract more than 500 persons at any instant during the meeting or gathering.

Proposed definition:

means a temporary event, gathering, meeting, or organized activity, including but not limited to parades, bike races, marathons, fun runs, parking lot parties, concerts, carnival or festivals of any size that has one or more of the following:

- Closing or impacting a public street, sidewalk, or trail;
- Impacting or hindering the regular flow of traffic;
- Blocking or restricting city-owned property;
- Sale or distribution of merchandise, food, or beverages on city-owned property;
- Erection of a tent equal to or greater than four hundred (400) square feet in area;
- Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers;
- Placement of portable toilets on city-owned property;
- Having an impact on public safety.

The term does not include the following:

- An event or gathering that occurs within or on the same property as an established permanent stadium, arena, auditorium or other similar permanent structure that has sufficient existing and permanent electrical service, plumbing, water supply, sanitary sewer service and legal parking spaces to accommodate the expected number of persons;
- Events held on private property that does not impact public safety or the closure of public right-of-ways, including but not limited to car washes, bake sales, auctions;
- Motorcades which comply with all traffic laws;
- Funeral processions;
- Events which are authorized under a separate agreement or permit issued by the city or other authorizing jurisdiction;
- Events managed entirely by the City of Burleson; and/or
- A governmental agency acting within the scope of its functions.

Sect. 70-147 Application Procedure

Changes include: setting a procedure for city council approval of events that will have an impact on public streets, trails or sidewalks and approval for in-kind sponsorship of over \$500 and changes to submittal and staff response timeline

Proposed New Application Procedure

- City council approval of a street closure or sponsorship is needed prior to the issuance of a public event permit for any event applications that include a street closure or sponsorship. Except as provided in section 70-168, the public event official shall not issue a public event permit for any public event application that includes a street closure or sponsorship unless the street closure or sponsorship is approved by the city council.
- An application for a public event permit that requires city council approval must be filed not less than 90 days before the event is to begin. The city manager may waive the 90-day filing requirement if it is determined that the application can be processed in less than 90 days, taking into consideration the number and types of permits required to be issued

in order to hold the event. Any marketing or advertising made before city council approval is at the risk of the promoter.

- An application for a public event permit that does not require city council approval must be filed not less than 60 days before the event is to begin. The public event official may waive the 60-day filing requirement if it is determined that the application can be processed in less than 60 days, taking into consideration the number and types of permits required to be issued in order to hold the event.

Section 70-157 – Street Closures

Proposed changes include addition of Traffic Control Plans requirement.

Along with the public event application, the applicant shall provide a site plan that indicates proposed street closures and the alternate flow of traffic. The director of public works or their designee will review all proposed street closures and the traffic control plan to ensure that proper traffic control measures will be in place. The director of public works or their designee will notify the applicant of what the cost will be to provide the requested street closures. The director of public works or their designee has the authority to require a traffic control plan developed by a professional engineer or licensed traffic control professional in accordance with the Texas Manual on Uniform Traffic Control Devices if deemed necessary for public safety purposes. The closing of a street shall only be provided by the city.

The director of public works or their designee will review the traffic control plan as submitted as part of the public event application.

Section 70-159 – Hours of Operations

Changes were made to align the public event hours to match the noise ordinance hours.

- Public events shall be conducted only between the hours of 7 a.m. to 10 p.m. daily. The police chief or public event official shall be responsible for enforcing this provision.

New Sections Proposed are as follows:

Sec. 70-168 – Neighborhood Block Parties.

The city believes that neighborhood block parties are in the public interest and a benefit to the citizens. Persons organizing a neighborhood block party are required to obtain a permit at least (30) days before the intended date. The public event official, or designee, may determine that the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event.

Neighborhood block parties will be exempt from the public event fees described in this article, but may be subject to other city fees (e.g. tent permit fees). Neighborhood block parties are exempt from the insurance requirements set forth in section 70.168. Neighborhood block

parties are exempt from street closure approval from city council, unless a major thoroughfare will be affected.

Sec. 70-169 – Parade.

A parade must follow the public event application process. The public event official, or designee, shall provide the applicant with a preferred parade route.

Sec. 70-170 – Marathons, 5Ks, Fun Run.

A marathon, 5K, or fun run must follow the public event application process. The public event official, or designee, shall provide the applicant with a preferred marathon, 5K, or fun run route. If the applicant requests an alternative route city council approval shall be required.

OPTIONS:

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

RECOMMENDATION:

Staff recommendation is to approve as presented.

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

n/a

FISCAL IMPACT:

n/a

STAFF CONTACT:

DeAnna Phillips
Director of Community Services
817-426-9622



Code of Ordinance Update

CHAPTER 70, "STREETS, SIDEWALKS AND PUBLIC PLACES" ARTICLE V "PUBLIC EVENTS"

PRESENTED TO CITY COUNCIL ON NOVEMBER 14, 2022

Background

- Article V, “Public Events” was added to Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances in 2013.
- Article V requires permits for public events, provides procedures for the issuance of permits, outlines water, health, sanitation facilities, police and emergency medical services that are required for events and requires the event holder to carry liability insurance.
- After nine years of operating under the ordinance staff is proposing changes to outline a formal process on street closures, in-kind donations of city staff or resources for non-city public events and to reflect updated definitions.
 - The current process of approving road closures and in-kind city donations is a case-by-case decision approved by staff.

Policy Issues with Current Ordinance

- Policy issues that need to be considered formally by city council rather than exercised by staff:
 - Street closures that can impact public safety, businesses and/or residents
 - Donations of city time, equipment and facilities
- Staff feels that Council should be given an opportunity to make policy decisions on which events are appropriate to close streets and/or receive an in-kind donation from the city

Events that need Council Approval

- Non-city public events that will close or impacts a public street, sidewalk, or trail, not to include Neighborhood Block Parties
- Events that are requesting an in-kind sponsorship of over \$500 from the city including but not limited to the following:
 - Cost of policing of the event
 - Cost of medical services at the event
 - Cost of public works services at the event
 - Cost of parks and recreation services at the event
 - Waiver of building rental fee

Examples include: Waiver of BRiCk room rentals (in-kind), Parades (in-kind donation of public safety time) and Parades (road closure).

Affected events include: BHS High School Parade, 4th of July Parade and Christmas Parade.

Process for Council Approval

- Application for a public event permit that requires city council approval must be filed not less than 90 days before the event is to begin.
- The city manager may waive the 90-day filing requirement if it is determined that the application can be processed in less than 90 days, taking into consideration the number and types of permits required to be issued in order to hold the event.
- A presentation will be prepared outlining request, with a staff recommendation of approval or denial and placed on a council agenda.
- Applicants will be requested to attend meeting and to address any questions or concerns council has.

Events not included for City Council Approval

1. An event or gathering that occurs within or on the same property as an established permanent stadium, arena, auditorium or other similar permanent structure that has sufficient existing and permanent electrical service, plumbing, water supply, sanitary sewer service and legal parking spaces to accommodate the expected number of persons;
2. Events held on private property that does not impact public safety or the closure of public right-of-ways, including but not limited to car washes, bake sales, auctions;
3. Motorcades which comply with all traffic laws;
4. Funeral processions;
5. Events which are authorized under a separate agreement or permit issued by the city or other authorizing jurisdiction;
6. Events managed entirely by the City of Burleson; and/or
7. A governmental agency acting within the scope of its functions.

Other proposed changes to ordinance

- **UPDATE** Code Official to Public Event Official
- **UPDATE** Public Event or Event to remove the definition of an event to be based on an attendance number (500 or more) and focus on the nature of the event
- **ADD** definition for Marathons, 5Ks, Fun Runs, Neighborhood Block Parties and Parade
- **UPDATE** application procedure submittal dates
- **ADD** Traffic Control Plan requirement
- **UPDATE** Hours of Operations to match Noise Ordinance

Next Steps

- Approve as presented (second reading will be at the Dec. 12, 2022 city council meeting)
- Modify
- Deny

Questions Comments

DeAnna Phillips
Director of Community Services
dphillips@burlesontx.com

ORDINANCE

AN ORDINANCE AMENDING CHAPTER 70, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS, BY REPEALING AND REPLACING ARTICLE V, "PUBLIC EVENTS" TO REQUIRE PERMITS FOR PUBLIC EVENTS; PROVIDING PROCEDURES FOR THE ISSUANCE OF A PERMIT; REQUIRING THE CITY COUNCIL TO APPROVE PORTIONS OF CERTAIN PERMIT APPLICATIONS INVOLVING CERTAIN STREET CLOSURES OR IN-KIND SPONSORSHIPS; PROVIDING FOR WATER, HEALTH AND SANITATION FACILITIES FOR THE EVENT; PROVIDING FOR POLICE PROTECTION AND EMERGENCY MEDICAL SERVICES FOR THE EVENT; REQUIRING THE EVENT APPLICANT AND PERMITTEE TO CARRY LIABILITY INSURANCE OF A CERTAIN AMOUNT AND INDEMNIFY THE CITY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Burleson City Council believes that events attended by a large number of persons, when not held at a structure or location designed for large crowds, may be detrimental to public health and safety; and

WHEREAS, the Burleson City Council finds such events can further be a detriment to the health, safety and general welfare of the City and its citizens when such events are not adequately planned and provisions are not made for adequate police protection, traffic control, parking, emergency medical services, and sanitation; and

WHEREAS, the Burleson City Council finds it imperative to approve any and all non-City public event requests that will close or impact streets, sidewalks or trails; except for those events that are qualified as a neighborhood block party; and any public event that requests an in-kind sponsorship of over five hundred dollars (\$500.00) from the City including, but not limited to staffing and facility rentals; and

WHEREAS, the Burleson City Council believes that impacting traffic flow could be considered a public nuisance and can impede the flow of goods and services in the community and

as such the closures of such roads require an appropriate City Council action and the use of taxpayer staff and services for non-City public events should be approved by the City Council; and

WHEREAS, the Burleson City Council desires to amend Article V, "Public Events," of Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances to regulate certain events.

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

SECTION 1.

Chapter 70, "Streets, Sidewalks and other Public Places," of the Code of Ordinances, City of Burleson, Texas is hereby amended by repealing and replacing Article V, "Public Events," to read as follows:

"ARTICLE V. - PUBLIC EVENTS

DIVISION 1. - Generally

Sec. 70-140 - Definitions.

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

Applicant means a person who has filed a formal written application with the city for the purpose of obtaining a public event permit.

City means the City of Burleson, Texas.

City council means the City Council of the city.

Fire chief means fire chief of the city.

Fire department means fire department of the city.

Fire marshal means the fire marshal of the city.

Major thoroughfare means any street in the city with more than two lanes for vehicular travel, including the sidewalk and right-of-way of along such street, and shall also specifically include the following streets Renfro Street, Wilshire Boulevard, Hidden Creek Parkway and John Jones Drive including the sidewalks and rights-of-way along such streets.

Marathon, 5K, or Fun Run means an organized running race upon public rights-of-way, including public trails and sidewalks.

Neighborhood block party means an organized small-scale activity that closes a small number of blocks on a local-service, residential street that is initiated by and intended to attract

only local residents who live on or in close proximity to the street being closed and not intended for the general public, and which attracts or can be expected to attract no more than two hundred fifty (250) persons at any instant during the gathering or activity.

Parade means any assembly, march, demonstration, or procession upon public thoroughfares within the city consisting of persons, animals, or vehicles traveling in unison with an intent of attracting public attention and that is reasonably likely to interfere with the normal flow or regulation of traffic upon public thoroughfares.

Permanent structure means any man-made structure for which the city has issued a certificate of occupancy.

Permit holder means the person to whom a public event permit is granted pursuant to this article.

Police chief means the chief of police of the city.

Police department means the police department of the city.

Public event or event means a temporary event, gathering, meeting, or organized activity, including but not limited to parades, bike races, marathons, fun runs, parking lot parties, concerts, carnival or festivals of any size at least of portion of which is held in the city limits that has one or more of the following:

- (1) Closing or impacting a public street, sidewalk, or trail;
- (2) Impacting or hindering the regular flow of traffic;
- (3) Blocking or restricting city-owned property;
- (4) Sale or distribution of merchandise, food, or beverages on city-owned property;
- (5) Erection of a tent equal to or greater than four hundred (400) square feet in area;
- (6) Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers;
- (7) Placement of portable toilets on city-owned property; or
- (8) Having an impact on public safety.

Public Event or event does not include the following:

- (1) An event or gathering that occurs within or on the same property as an established permanent stadium, arena, auditorium or other similar permanent structure that has sufficient existing and permanent electrical service, plumbing, water supply, sanitary sewer service and legal parking spaces to accommodate the expected number of persons;
- (2) Events held on private property that does not impact public safety or the closure of public right-of-ways, including but not limited to car washes, bake sales, or auctions;
- (3) Motorcades which comply with all traffic laws;
- (4) Funeral processions;
- (5) Events which are authorized under a separate agreement or permit issued by the city or other authorizing jurisdiction;
- (6) Events managed entirely by the City of Burleson; and/or

(7) A governmental agency acting within the scope of its functions.

Public event official or official means the person or department to whom the city manager may, from time to time, delegate the enforcement responsibility under this article.

Promoter means any individual, assumed-named entity, partnership, association, corporation, firm or organization that promotes, organizes, manages, finances, or holds a public event.

Right-of-Way means any street, sidewalk, trail, alley, or similar place which is owned or controlled by a governmental entity.

Sidewalk means any portion of a street between the curb or the lateral lines of the improved roadway and the adjacent property line, all or a part of which is intended for the use of pedestrians regardless of whether the area is paved or improved.

Sponsorship means an in-kind sponsorship of over five hundred dollars (\$500.00) from the city including but not limited to (i) the cost of policing of the event, (ii) the cost of medical services at the event, (iii) the cost of public works services at the event, (iv) the cost of parks and recreation services at the event, or (v) the waiver of any city building rental fee.

Street means any public or private street, alley, avenue, lane, boulevard, drive, public place or highway commonly used for the purpose of travel within the city.

Street closure means any closing or impacting a street, sidewalk, or right-of-way.

Sec. 70-141 - Authority of public event official.

- (a) The provisions of this article shall be administered and enforced by the public event official.
- (b) The public event official has authority to issue a public event permit when requirements of this article have been met.
- (c) The public event official shall ensure that all other applicable licenses and permits under local, state or federal law are requested, submitted and approved before the permit is granted.

Secs. 70-142-70-145. - Reserved.

DIVISION 2. - PERMIT

Sec. 70-146 - Permit Required

It shall be unlawful for any person to promote or conduct a public event without first having obtained a permit as required by this article.

Sec. 70-147 - Application Procedure.

- (a) Except as provided in section 70-168, city council approval of a street closure or sponsorship is needed prior to the issuance of a public event permit for any event applications that include a street closure or sponsorship. Except as provided in section 70-168, the public event official shall not issue a public event permit for any public event application that includes a street closure or sponsorship unless the street closure or sponsorship is approved by the city council.
- (b) An application for a public event permit that requires city council approval must be filed not less than 90 days before the event is to begin. The city manager may waive the 90-day filing requirement if it is determined that the application can be processed in less than 90 days, taking into consideration the number and types of permits required to be issued in order to hold the event. Any marketing or advertising made before city council approval is at the risk of the promoter.
- (c) An application for a public event permit that does not require city council approval must be filed not less than 60 days before the event is to begin. The public event official may waive the 60-day filing requirement if it is determined that the application can be processed in less than 60 days, taking into consideration the number and types of permits required to be issued in order to hold the event.
- (d) The application for a public event permit shall contain, as a minimum, the following information:
 - (1) The name, address, e-mail address and telephone number of the applicant and the promoter or promoters of the event.
 - (2) If the promoter or promoters is a person other than the applicant, the applicant shall file a written statement from the promoter showing authority to make the application.
 - (3) If the event is to be held on private property, the applicant must submit written permission from the owner of the property or their authorized representative for the use of the property.
 - (4) The type and purpose of the event.
 - (5) The proposed location, if any, including the time, duration and location of any street closings and a site plan showing the area or route to be used during such event and the proposed parking area for the event. The applicant shall submit evidence with the application that sufficient parking will be provided for the event.
 - (6) If streets are to be closed for the event, a traffic control plan must be submitted.
 - (7) The estimated approximate number of persons who may attend the event.
 - (8) A site plan of the proposed location depicting the location and size of tents, awnings, canopies, food service booths, fences, barricades, restroom facilities and other temporary structures. In addition, the details of the sale of merchandise, food

or beverages and the list of vendors involved and the location of where those activities and vendors will be located or housed will be included on the site plan. The site plan shall include any other information required by this article. The promoter must still obtain any necessary permits for their event such as food permits or electrical permits as required by the city's Code of Ordinance.

- (9) Details of the proposed location, number and size of any signage for the event. All event signage shall comply with the currently adopted sign regulations.
 - (10) If loudspeakers are to be used, the location and orientation of those speakers shall be shown on the site plan.
 - (11) Whether electrical, mechanical or plumbing work will be conducted to prepare for or to hold the event and if so, evidence showing how it will be done in accordance with the city's adopted building codes.
 - (12) The dates and times the event will start and end.
 - (13) The time at which on-site activities in preparation for the event will begin.
 - (14) The location of any lighting for the event.
- (e) Upon receipt of a completed application, the public event official shall forward a copy of the application to each of the appropriate departments of the city. Each department shall review the application for approval or denial as it pertains to that particular department and return it, with any comments, to the public event official within ten (10) working days of receipt.
 - (f) If the applicant intends to or is required to use city services, the department providing such services shall submit to the applicant an estimate of the cost of each service.
 - (g) Where the fire chief, police chief or fire marshal determines that a proposed public event has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus, access roads or where such event will adversely affect public safety services of any kind, the fire chief or fire marshal shall have the authority to order the development of, or prescribe a public safety plan for the provision of an appropriate level of public safety. The public safety plan shall address: (1) emergency vehicle ingress and egress; (2) fire protection; (3) emergency medical services; (4) location of public assembly areas; (5) the directing of both attendees and vehicles (including the parking of vehicles); (6) vendor and food concession distribution; (7) the need for the presence of law enforcement at the event; and (8) the need for the presence of fire and emergency medical services personnel at the event.
 - (h) After reviewing the application, the public event official will review the application and departmental comments and shall issue the public event permit or issue the permit with conditions, unless denied in accordance with section 70.148.

Sec. 70-148 - Denial or Revocation.

- (a) The public event official may deny or revoke an application for a public event permit if:
 - (1) A public event permit has been previously granted for, and will conflict with, another event at the same time, site or location;
 - (2) The public event would severely hinder the delivery of normal or emergency services;
 - (3) The time, place or manner of the proposed event will disrupt the orderly flow of traffic and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
 - (4) The applicant fails to comply with, or the proposed event will violate this article or any other city ordinance, or if the applicant has been cited for violating this article during a previous event or the applicant has failed to comply with the terms of a previous public event permit;
 - (5) The applicant fails to provide proof that the applicant possesses or is able to obtain a license or permit required by city ordinance or other applicable law for the conduct of all activities included as part of the event;
 - (6) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a public event permit;
 - (7) The city council does not approve the street closure or sponsorship.
- (b) The public event official shall grant, grant the permit with conditions, or deny the permit within twenty days after receipt of a completed application.
- (c) If the public event official grants the permit with conditions, denies, or revokes a permit, the public event official shall immediately deliver written notice to the permit holder or applicant stating the action and the reasons supporting such action. The written notice shall be hand-delivered or mailed by certified mail to the permit holder or applicant's address as shown on the application.
- (d) Any person aggrieved by the action of the public event official shall have the right to appeal to the city council by filing a notice of appeal with the city secretary within five business days after the notice of decision is delivered under subsection (c). Upon receipt of the notice of appeal, the city secretary shall set a time and place for a hearing on the appeal and provide notice of the hearing to the aggrieved person. The hearing shall be not later than fourteen days from the date of receipt of the notice of appeal.
- (e) The decision of the city council on the appeal is final. No other administrative procedures are provided by the city.

Secs. 70-149-70-155. - Reserved.

DIVISION 3. STANDARDS

Sec. 70-156 - Parking.

- (a) Along with the public event application, the applicant shall submit evidence on a site plan that the number of spaces or area to be used will be sufficient to accommodate the projected number of users of such parking. If said parking is to be on private property adjacent to the event, evidence that the applicant has ownership of the property or permission from the property owner must be provided.
- (b) When the location is not an established parking area, a plan shall be submitted which will show how the parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths and size of parking spaces, shall be included on the site plan.
- (c) When adequate parking is not available at or immediately adjacent to the site of the event, off premises parking may be used. Plans shall be submitted which will show how off-premises parking and transfer of attendees to the event location will be accomplished.
- (d) The police chief or fire marshal may prohibit or restrict, for temporary periods, the parking of vehicles along a street within and adjacent to the site of the event.

Sec. 70-157 - Street Closures and Traffic Control Plan.

Along with the public event application, the applicant shall provide a site plan that indicates proposed street closures and the alternate flow of traffic. The director of public works or their designee will review all proposed street closures and the traffic control plan to ensure that proper traffic control measures will be in place. The director of public works or their designee will notify the applicant of what the cost will be to provide the requested street closures. The director of public works or their designee has the authority to require a traffic control plan developed by a professional engineer or licensed traffic control professional in accordance with the Texas Manual on Uniform Traffic Control Devices if deemed necessary for public safety purposes. The closing of a street shall only be provided by the city.

The director of public works or their designee will review the traffic control plan as submitted as part of the public event application.

Sec. 70-158 - Amusement Rides.

Amusement rides and attractions associated with public events shall conform to the statutory rules and regulations set forth in Chapter 2151 of the Texas Occupations Code, regulation of amusement rides, also referred to as the Amusement Ride Safety Inspection and Insurance Act.

Sec. 70-159 - Hours of Operations.

- (a) Public events shall be conducted only between the hours of 7 a.m. to 10 p.m. daily. The police chief or public event official shall be responsible for enforcing this provision.
- (b) An applicant, promoter or the permit holder may have the hours of operating extended to no earlier than 5 a.m. and no later than 2:00 a.m. for a public event on a showing of good

cause. In deciding whether there is good cause, the police chief and public event official shall consider the following factors: (1) the proposed location of the event; (2) the proximity of the proposed location to residential areas; (3) the other uses surrounding the location of the event; and (4) the level of noise that may be generated after 10:00 p.m. at the event.

Sec. 70-160 - Tents and Temporary Structures.

The use of a tent, canopy, or air-supported temporary membrane structure will require a permit and is subject to review by the fire marshal and shall meet the requirements of the fire code as adopted. Where applicable, copies of fire retardant certificates shall be required.

Sec. 70-161 - Cleanup; Compliance; Costs.

The permit holder shall agree to a complete and satisfactory cleanup of all trash and debris on the site. At the conclusion of the event, a city representative will inspect the area to ensure that compliance has been met. If it is necessary for the city to accomplish the cleanup, the applicant will be billed to cover the city's reasonable and necessary expenses to provide the cleanup.

Sec. 70-162 - Food Service.

Where food service is provided, those operations shall be in compliance with all provisions of the city food and food service establishment ordinance, fire code, as well as all other applicable state and local laws. A temporary food service permit application and a permit fee must be submitted by each food vendor participating in the event in accordance with Article V, "Food and Food Establishments," of Chapter 14 of this code.

Sec. 70-163 - Sanitary Facilities.

Where necessary, portable type sanitary facilities must be provided on the premises in an amount sufficient to satisfy state regulations concerning Public Events adopted under Chapter 751 of the Texas Health and Safety Code.

Sec. 70-164 - Water Usage and Disposal of Wastewater.

- (a) Any public event or temporary activity requiring the use of water from the city water system must be coordinated with the utility customer service department to obtain a temporary meter. Deposit for the meter and payment for water used shall be in accordance with all applicable ordinances of the city.
- (b) The applicant shall submit a plan for the disposal of wastewater and the plan shall be approved by the public event official prior to such event.

Sec. 70-165 - Solid Waste.

Where applicable, a commercial solid waste dumpster must be provided on-premises at all outdoor Public Events. Applicants should make arrangements for the provisions of such dumpsters with a commercial solid waste collection provider company licensed by the city.

Sec. 70-166 - Police Protection.

- (a) The police chief or their designee shall determine whether and to what extent additional police protection is reasonably necessary for traffic control and public safety. The police chief or their designee shall base this decision solely on the size, location, duration, time and date of the event; the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks.
- (b) If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will police the event. If additional police protection is deemed necessary by the police chief or their designee, they shall notify the applicant. The applicant then shall have the duty to secure the police protection deemed necessary. In such event and prior to the issuance of a permit for the event, the applicant and the police chief or their designee shall agree upon who will provide police presence. If the police department will be providing the police presence, costs shall be determined based on rates established by the police department.

Sec. 70-167 - Emergency Medical Care.

- (a) The fire chief or their designee shall determine whether and to what extent emergency medical care shall be reasonably provided to ensure public safety. The fire chief or their designee shall base this decision on the size, location, duration, time and date of the event.
- (b) If possible, without disruption of ordinary fire services or compromise of public safety, regularly scheduled on-duty personnel will provide emergency medical care for the event. If additional emergency medical care is deemed necessary by the fire chief or their designee, they shall notify the applicant. The applicant then shall have the duty to secure the emergency medical care provider as deemed necessary. In such event and prior to the issuance of a permit for the event, the applicant and the fire chief or their designee shall agree upon who will provide emergency medical care. If the fire department will be providing the emergency medical care costs shall be determined based on rates established by the fire department.

Sec. 70-168 – Neighborhood Block Parties.

The city believes that neighborhood block parties are in the public interest and a benefit to the citizens. Persons organizing a neighborhood block party are required to obtain a permit at least (30) days before the intended date. The public event official, or designee, may determine that the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event.

Neighborhood block parties will be exempt from the public event fees described in this article, but may be subject to other city fees (e.g. tent permit fees). Neighborhood block parties are exempt from the insurance requirements set forth in section 70.168. Neighborhood block parties are exempt from street closure approval from city council, unless a major thoroughfare will be affected.

Sec. 70-169 – Parade.

A parade must follow the public event application process. The public event official, or designee, shall provide the applicant with a preferred parade route.

Sec. 70-170 – Marathons, 5Ks, Fun Run.

A marathon, 5K, or fun run must follow the public event application process. The public event official, or designee, shall provide the applicant with a preferred marathon, 5K, or fun run route.

Sec. 70-171 - Insurance Coverage; Indemnification.

- (a) The applicant for shall furnish the city with a certificate of insurance complying with minimum standards sufficient to protect event attendees, the general public, and city-owned property as outlined below, including property damage arising from the public event that impacts or occurs on city property.
- (b) The application shall provide, with each public event permit application, a liability, fire and comprehensive insurance policy reflecting the city as an additional insured party. Coverage shall be at least in the amount of \$500,000.00 for each person and \$1,000,000.00 for each single occurrence for bodily injury or death and \$500,000.00 for each single occurrence for injury to or destruction of property.
- (c) The city shall have the right to lower or increase the amount based upon the type of event, equipment, machinery, location, number of people involved, provision of alcohol, and other pertinent factors or risks associated with the public event.
- (d) THE APPLICANT AND/OR PERMIT HOLDER SHALL DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, CONTRACTORS, SUBCONTRACTORS, ASSIGNS, SPONSORS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEMANDS, LOSS, LIABILITY, COST (INCLUDING BUT NOT LIMITED ATTORNEYS' FEES, ACCOUNTANTS' FEES, ENGINEERS' FEES, CONSULTANTS' FEES AND EXPERTS' FEES), EXPENSE, DAMAGE, AND CAUSES OF ACTION FOR DAMAGES BECAUSE INJURY PERSONS (INCLUDING DEATH) AND INJURY DAMAGE TO OR LOSS ANY PROPERTY OR IMPROVEMENTS ARISING FROM CAUSED, IN IN PART, ACTS AND/OR OMISSIONS APPLICANT, PERMIT HOLDER, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, AND PARTICIPANTS IN THE EVENT.

Sec. 70-172 - Nuisances to be controlled by city, state and federal regulations.

Noise, glare, odor and other nuisances shall be controlled as set out in applicable sections of the "Code of Ordinances" as adopted by the City of Burleson and shall not be in violation of any other local, state or federal law.

Secs. 70-170-70-190. - Reserved."

SECTION 2. CUMULATIVE

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of Burleson, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed. This ordinance is consistent with and is not intended to repeal any provision in the zoning ordinance.

SECTION 3. SEVERABILITY

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

SECTION 4. PENALTY

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5. SAVINGS PROVISION

All rights and remedies of the City of Burleson are expressly saved as to any and all violations of the provisions of any ordinances concerning outdoor gatherings or Public Events which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. PUBLICATION

Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city's website.

SECTION 7.

EFFECTIVE DATE

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

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

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

PASSED AND APPROVED this the _____ day of _____, 20____.

Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

ARTICLE V. PUBLIC EVENTS

DIVISION 1. GENERALLY

Sec. 70-140. Definitions.

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

Applicant means a person who has filed a formal written application with the city for the purpose of obtaining a public event permit.

City means the City of Burleson, Texas.

Code official means the person or department to whom the city manager may, from time to time, delegate the enforcement responsibility under this article.

Permanent structure means any manmade structure for which the city has issued a certificate of occupancy.

Permit holder means the person to whom a public event permit is granted pursuant to this article.

Promoter means any individual, assumed-named entity, partnership, association, corporation, firm or organization that promotes, organizes, manages, finances or holds a public event.

Public event or event means any meeting or gathering held at a specific location within the city limits, which attracts or can be expected to attract more than 500 persons at any instant during the meeting or gathering. The term does not include an event or gathering that occurs within or on the same property as an established permanent stadium, arena, auditorium or other similar permanent structure that has sufficient existing and permanent electrical service, plumbing, water supply, sanitary sewer service and legal parking spaces to accommodate the expected number of persons. There are three types of public events or event: city-sponsored, co-sponsored, and permitted. A *city-sponsored public event* is a public event that is initiated, financed, and organized by the city. A *co-sponsored public event* is a public event not initiated by the city that the public can attend at no cost, and the city participates in the financing or organization of the event. A *permitted public event* is a public event that is authorized under this article, but the city does not participate in the initiation or organization of the event.

Right-of-way means any street, sidewalk, alley, or similar place which is owned or controlled by a governmental entity.

Sidewalk means any portion of a street between the curb or the lateral lines of the improved roadway and the adjacent property line, all or a part of which is intended for the use of pedestrians regardless of whether the area is paved or improved.

Street means any public or private street, alley, avenue, lane, boulevard, drive, public place or highway commonly used for the purpose of travel within the city.

(Ord. No. B-805-13, § 1, 7-1-2013; Ord. No. CSO#311-09-2015, § 1, 9-21-2015)

Sec. 70-141. Authority of code official.

- (a) The provisions of this article shall be administered and enforced by the code official.
- (b) The code official has authority to issue a public event permit when requirements of this article have been met.
- (c) The code official shall ensure that all other applicable licenses and permits under local, state or federal law are requested, submitted and approved before the permit is granted.

(Ord. No. B-805-13, § 1, 7-1-2013)

Secs. 70-142—70-145. Reserved.*DIVISION 2. PERMIT***Sec. 70-146. Permit required.**

It shall be unlawful for any person to promote or conduct a special event without first having obtained a permit from the city code official by filing a written application.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-147. Application procedure.

- (a) An application for a public event permit must be filed not less than 90 days before the event is to begin. The code official may waive the 90-day filing requirement if it is determined that the application can be processed in less than 90 days, taking into consideration the number and types of permits required to be issued in order to hold the event. As soon as practicable after the filing of the application, the applicant shall meet with the fire chief, police chief, fire marshal and director of public works, or their respective designees to discuss the public event application.
- (b) The application for a public event permit shall contain, as a minimum, the following information:
 - (1) The name, address, e-mail address and telephone number of the applicant and the promoter or promoters of the event.
 - (2) If the promoter or promoters is a person other than the applicant, the applicant shall file a written statement from the promoter showing authority to make the application.
 - (3) If the event is to be held on private property, the applicant must submit written permission from the owner of the property or their authorized representative for the use of the property.
 - (4) The type and purpose of the event.
 - (5) The proposed location, if any, including the time, duration and location of any street closings and a site plan showing the area or route to be used during such event and the proposed parking area for the event. The applicant shall submit evidence with the application that sufficient parking will be provided for the event. Public events also subject to section 136-102 of appendix B, zoning, can only be located in the zoning districts set forth in that section.
 - (6) The estimated approximate number of persons who may attend the event.

-
- (7) A site plan of the proposed location depicting the location and size of tents, awnings, canopies, food service booths, fences, barricades, restroom facilities and other temporary structures. In addition, the details of the sale of merchandise, food or beverages and the list of vendors or potential vendors involved and the location of where those activities and vendors will be located or housed will be included on the site plan. The site plan shall include any other information required by this article.
 - (8) Details of the proposed location, number and size of any signage for the event. All event signage shall comply with the currently adopted sign regulations.
 - (9) If loudspeakers are to be used, the location and orientation of those speakers shall be shown on the site plan.
 - (10) Whether electrical, mechanical or plumbing work will be conducted to prepare for or to hold the event and if so, evidence showing how it will be done in accordance with the city's adopted building codes.
 - (11) The dates and times the event will start and end. Public events also subject to sections 136-101 and 136-102 of appendix B, zoning, must comply with the duration limitations in those sections.
 - (12) The time at which on-site activities in preparation for the event will begin.
 - (13) The location of any lighting for the event.
- (c) Upon receipt of a completed application, the code official shall forward a copy of the application to each of the appropriate departments of the city. Each department shall review the application for approval or denial as it pertains to that particular department and return it, with any comments, to the code official within five working days of receipt.
 - (d) If the applicant intends to or is required to use city services, the department providing such services shall submit to the applicant an estimate of the cost of each service.
 - (e) The applicant shall submit a public safety plan to the code official not less than 30 days before the event is to begin. The code official may waive the 30-day submission requirement if it is determined that the public safety plan can be reviewed and processed in less than 30 days. The public safety plan shall address:
 - (1) Emergency vehicle ingress and egress;
 - (2) Fire protection;
 - (3) Emergency medical services;
 - (4) Location of public assembly areas;
 - (5) The directing of both attendees and vehicles (including the parking of vehicles);
 - (6) Vendor and food concession distribution;
 - (7) The need for the presence of law enforcement at the event;
 - (8) The need for the presence of fire and emergency medical services personnel at the event; and
 - (9) A statement that the applicant of the event will abide by all applicable laws, regulations, and ordinances.

The police chief or their designee shall approve the public safety plan to ensure it provides an appropriate level of public safety for the event.
 - (f) After reviewing the application and departmental comments, the code official shall issue the public event permit or issue the permit with conditions, unless denied in accordance with section 70-148.

(Ord. No. B-805-13, § 1, 7-1-2013; Ord. No. CSO#311-09-2015 , § 1, 9-21-2015)

Sec. 70-148. Denial or revocation.

- (a) The code official may deny or revoke an application for a public event permit if:
 - (1) A public event permit has been previously granted for, and will conflict with, another event at the same time, site or location;
 - (2) The public event would severely hinder the delivery of normal or emergency services;
 - (3) The time, place or manner of the proposed event will disrupt the orderly flow of traffic and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
 - (4) The applicant fails to comply with, or the proposed event will violate this article or any other city ordinance, or if the applicant has been cited for violating this article during a previous event or the applicant has failed to comply with the terms of a previous public event permit;
 - (5) The applicant fails to provide proof that the applicant possesses or is able to obtain a license or permit required by city ordinance or other applicable law for the conduct of all activities included as part of the event; or
 - (6) The applicant makes or permits the making of a false or misleading statement or omission of material fact on an application for a public event permit.
- (b) The code official shall grant, grant the permit with conditions, or deny the permit within ten days after receipt of a completed application.
- (c) If the code official grants the permit with conditions, denies, or revokes a permit, the code official shall immediately deliver written notice to the permit holder or applicant stating the action and the reasons supporting such action. The written notice shall be hand-delivered or mailed by certified mail to the permit holder or applicant's address as shown on the application.
- (d) Any person aggrieved by the action of the code official shall have the right to appeal to the city council by filing a notice of appeal with the city secretary within five business days after the notice of decision is delivered under subsection (c). Upon receipt of the notice of appeal, the city secretary shall set a time and place for a hearing on the appeal and provide notice of the hearing to the aggrieved person. The hearing shall be not later than 14 days from the date of receipt of the notice of appeal.
- (e) The decision of the city council on the appeal is final. No other administrative procedures are provided by the city.

(Ord. No. B-805-13, § 1, 7-1-2013)

Secs. 70-149—70-155. Reserved.***DIVISION 3. STANDARDS*****Sec. 70-156. Parking.**

- (a) The applicant shall submit evidence on a site plan that the number of spaces or area to be used will be sufficient to accommodate the projected number of users of such parking. If said parking is to be on private property adjacent to the event, evidence that the applicant has ownership of the property or permission from the property owner must be provided.

-
- (b) When the location is not an established parking area, a plan shall be submitted which will show how the parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths and size of parking spaces, shall be included on the site plan.
 - (c) When adequate parking is not available at or immediately adjacent to the site of the event, off premises parking may be used. Plans shall be submitted which will show how off-premises parking and transfer of attendees to the event location will be accomplished.
 - (d) The police chief or fire marshal may prohibit or restrict, for temporary periods, the parking of vehicles along a street within and adjacent to the site of the event.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-157. Street closures.

The applicant shall provide a site plan that indicates proposed streets to be closed and fences and/or barricades to be erected. The director of public works or their designee will review all proposed street closures and the fence and/or barricade plan to ensure that proper traffic control measures will be in place. Street closures must be authorized by the city. All street closings and the fence and/or barricade plan require police, public works, fire marshal and fire department approval. In approving the street closings and the fence and/or barricade plans, the fire marshal or their designee may require access to commercial business affected by the event and may place time restrictions on the erection and removal of fencing and/or barricades for the event. Further, the fire marshal or their designee may require applicant to utilize a private contractor to provide, erect, and remove fencing and barricades for the event. In such event, the fire marshal or their designee must approve the private contractor prior to the issuance of a permit for the event.

(Ord. No. B-805-13, § 1, 7-1-2013; Ord. No. CSO#311-09-2015 , § 1, 9-21-2015)

Sec. 70-158. Amusement rides.

Amusement rides and attractions associated with public events shall conform to the statutory rules and regulations set forth in V.T.C.A., Occupations Code ch. 2151, regulation of amusement rides, also referred to as the Amusement Ride Safety Inspection and Insurance Act.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-159. Hours of operations.

- (a) Public Events shall be conducted only between the hours of 5:00 a.m. to 11:00 p.m. daily.
The police chief or code official shall be responsible for enforcing this provision.
- (b) An applicant, promoter or the permit holder may have the hours of operating extended to no later than 2:00 a.m. for a public event on a showing of good cause. In deciding whether there is good cause, the police chief and code official shall consider the following factors:
 - (1) The proposed location of the event;
 - (2) The proximity of the proposed location to residential areas;
 - (3) The other uses surrounding the location of the event; and
 - (4) The level of noise that may be generated after 11:00 p.m. at the event.

-
- (c) Public events also subject to section 136-102 of appendix B, zoning, shall only be subject to the hour restrictions in that section and are not eligible for a late hour extension under subsection (b) of this section.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-160. Tents and temporary structures.

The use of a tent, canopy or air-supported temporary membrane structure will require a permit and is subject to review by the fire marshal and shall meet the requirements of the fire code as adopted. Where applicable, copies of fire retardant certificates shall be required.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-161. Cleanup; compliance; costs.

The permit holder shall agree to a complete and satisfactory cleanup of all trash and debris on the site. At the conclusion of the event, a city representative will inspect the area to ensure that compliance has been met. If it is necessary for the city to accomplish the cleanup, the applicant will be billed to cover the city's reasonable and necessary expenses to provide the cleanup.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-162. Food service.

Where food service is provided, those operations shall be in compliance with all provisions of the city food and food service establishment ordinance, fire code, as well as all other applicable state and local laws. A temporary food service permit application and a permit fee must be submitted by each food vendor participating in the event in accordance with article v, "food and food establishments," of chapter 14 of this Code.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-163. Sanitary facilities.

Where necessary, portable type sanitary facilities must be provided on the premises in an amount sufficient to satisfy state regulations concerning public events adopted under V.T.C.A., Health and Safety Code ch. 751.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-164. Water usage and disposal of wastewater.

- (a) Any public event or temporary activity requiring the use of water from the city water system must be coordinated with the water department to obtain a temporary meter. Deposit for the meter and payment for water used shall be in accordance with all applicable ordinances of the city.
- (b) The applicant shall submit a plan for the disposal of wastewater and the plan shall be approved by the code official prior to such event.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-165. Solid waste.

Where applicable, a commercial solid waste dumpster must be provided on-premises at all outdoor public events. Applicants should make arrangements for the provisions of such dumpsters with a commercial solid waste collection provider company licensed by the city.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-166. Police protection.

- (a) The police chief or their designee shall determine whether and to what extent additional police protection is reasonably necessary for traffic control and public safety. The police chief or their designee shall base this decision on the size, location, duration, time and date of the event; the number of streets and intersections blocked, and the need to detour or preempt citizen travel and use of the streets and sidewalks, and the nature of the event.
- (b) If possible, without disruption of ordinary police services or compromise of public safety, regularly scheduled on-duty personnel will monitor the event. If additional police protection is deemed necessary by the police chief or their designee, they shall notify the applicant. The applicant then shall have the duty to secure the police protection deemed necessary. In such event and prior to the issuance of a permit for the event, the applicant and the police chief or their designee shall agree upon who will provide police presence, if the Burleson Police Department will be providing the police presence, and the cost of policing the event. If the police chief or their designee requires the applicant to utilize a private security firm to work the event, the private security firm must be licensed by the Texas Department of Public Safety and the police chief or their designee must approve the security firm prior to the issuance of a permit for the event.
- (c) Notwithstanding the above, Burleson Police Department shall not provide the police presence at a permitted public event. The police chief or their designee may, but is not required to, allow the Burleson Police Department to provide the police presence at a city-sponsored public event and at a co-sponsored public event.

(Ord. No. B-805-13, § 1, 7-1-2013; Ord. No. CSO#311-09-2015 , § 1, 9-21-2015)

Sec. 70-167. Emergency medical care.

- (a) The fire chief or their designee shall determine whether and to what extent emergency medical care shall be reasonably provided to ensure public safety. The fire chief or their designee shall base this decision on the size, location, duration, time and date of the event.
- (b) If possible, without disruption of ordinary fire services or compromise of public safety, regularly scheduled on-duty personnel will provide emergency medical care for the event. If additional emergency medical care is deemed necessary by the fire chief or their designee, they shall notify the applicant. The applicant then shall have the duty to secure the emergency medical care provider as deemed necessary. In such event and prior to the issuance of a permit for the event, the applicant and the fire chief or their designee shall agree upon who will provide emergency medical care, if the Burleson Fire Department will be providing the emergency medical care, and the cost of providing such care. All emergency medical care providers and personnel staffing the event shall be credentialed and permitted as required by the Metropolitan Area EMS Authority.

(Ord. No. B-805-13, § 1, 7-1-2013; Ord. No. CSO#311-09-2015 , § 1, 9-21-2015; Ord. No. CSO#803-04-2018 , § 1, 4-2-2018)

Sec. 70-168. Insurance coverage.

The application shall provide, with each public event permit application, a liability, fire and comprehensive insurance policy reflecting the city as an additional insured party. Coverage shall be at least in the amount of \$250,000.00 for each person and \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-169. Nuisances to be controlled by city, state and federal regulations.

Noise, glare, odor and other nuisances shall be controlled as set out in applicable sections of the "Code of Ordinances" as adopted by the City of Burleson and shall not be in violation of any other local, state or federal law.

(Ord. No. B-805-13, § 1, 7-1-2013)

Sec. 70-170. Signage.

A right-of-way permit is required for any temporary signs or banners for the event that the applicant would like to place in a right-of-way. The applicant shall be limited to five right-of-way permits for temporary signs or banners for the event.

(Ord. No. CSO#311-09-2015 , § 1, 9-21-2015)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Director
MEETING: November 10, 2022

SUBJECT:

Consider approval of a contract with PlayWorks, Inc. for the purchase and installation of Playwell products at Wakefield Park through an existing purchasing cooperative agreement with Buyboard in the amount not to exceed \$193,000. (*Staff Presenter: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

Wakefield Park has been identified as a priority for development through the parks master plan. \$200,000 has been identified in the capital improvement plan to develop the park. The site is situated in a residential area. An initial review of the park has determined that based on the size and location of the park, Wakefield Park is considered a community park. Typical amenities for a community park (a park that is between 16-99 acres) include: play feature, benches, picnic table, parking, lighting, walking trails, and drinking fountain. Wakefield Park is 39.47 acres. Future improvements could include additional lighting.

Two surveys were sent out to the community to get feedback on specific elements and final design options. 638 respondents provided feedback on the concepts submitted.

Five designs firms created concepts for the park including: LSI, Playwell, Berliner, Kraftsman, and Kompan. Playwell's conceptual design was the overall supported winner with 43.39% of votes.

The purchase will be completed through the Buyboard purchasing cooperative under Buyboard contract #679-22.



The concepts include:

- Pirate-themed playground
- Wheelchair accessible ramp
- Shaded swing set: includes inclusive swing and bucket seat
- Spiral slide
- Interactive musical and game features/panels

OPTIONS:

- 1) Recommend approval as presented.
- 2) Recommend with changes.
- 3) Recommend denial.

RECOMMENDATION:

Staff recommends proceedings with the park concept for approximately \$193,000.

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

N/A

FISCAL IMPACT:

The total \$193,000 will be allocated from 4B Bond Funds.

Budgeted Y/N: Y

Fund Name: 4B Bond Fund

Full Account #:

Amount: \$193,000

STAFF CONTACT:

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



Wakefield Park

City Council-November, 14 2022

Staff Presenter: Jen Basham, Director of Parks and Recreation

Background

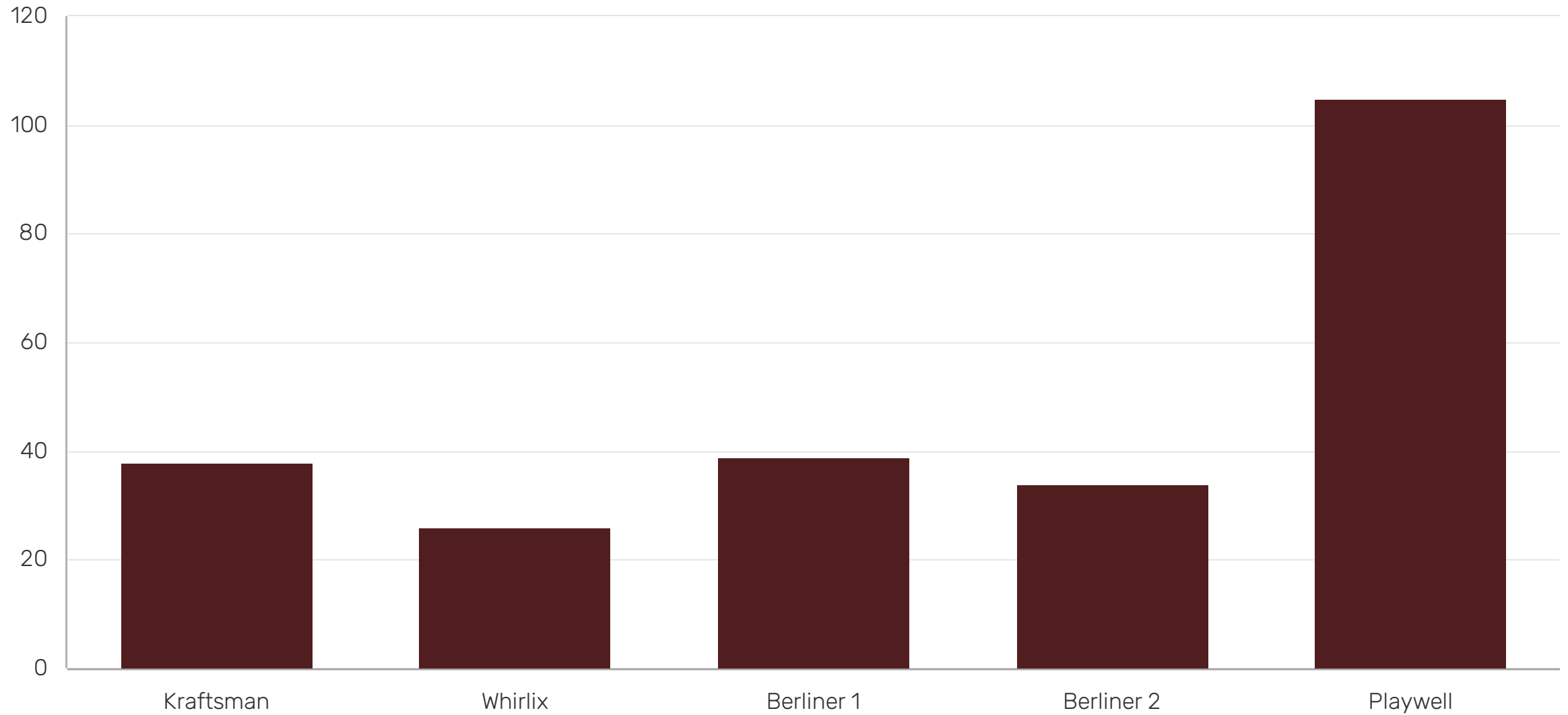


- Wakefield has been approved as a FY 2023 project in the Parks Capital Improvement Program
- This project has been budgeted with \$200,000
- 2 rounds of survey have been completed to determine what features and improvements should be included in the final design
- 5 playground manufacturers submitted concepts based on survey feedback with project budgets in mind
- 5 concepts were sent to the community for voting

Summary of Surveys

- Survey 1: 392 responses, open for 3 weeks
Additional requests made for items like: shade and inclusive features
- Survey: 246 responses-open for 2 weeks
Additional requests made for items like: shade and inclusive features
- Total responses: 638

Which Playground?



PLAYWELL



WHIRLEX



KRAFTSMAN



BERLINER 1



BERLINER 2



Elements of Community Selected Park Improvements









Playwell Concept Includes:

- Pirate-themed playground
- Wheelchair accessible ramp
- Shaded swing set
includes inclusive swing and bucket seat
- Spiral slide
- Interactive musical and game features/panels
- **Cost \$193,000**

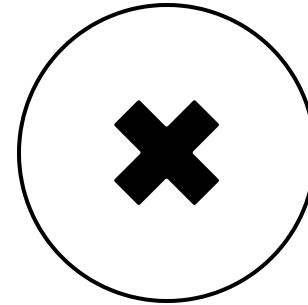
Options

Staff Recommendation



New Park Concept

- Approve contract with Playwell in the amount of \$193,000 for improvements at Wakefield Park.



Direct staff not to proceed with project

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

WAKEFIELD PARK



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas



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Boerne, TX 78006
(800) 726-1816

PlayWell

Arkansas • Colorado • New Mexico • Oklahoma • Texas



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PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas



203A State Highway 46 East
Boerne, TX 78006
(800) 726-1816

WAKEFIELD PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 14 | 8/7 | 8 | 4/0 | 3/0 |

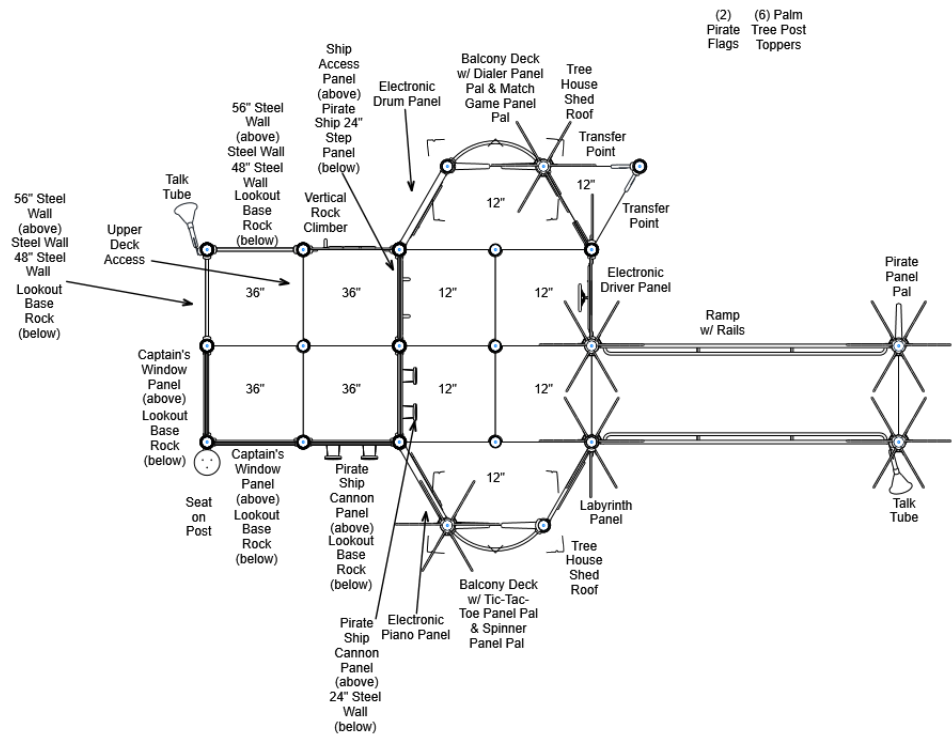
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FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50E6C1CA
PROJECT#: 3
DATE: 8/24/2022

MIN. USE ZONE: 44' x 28'

PLAYCRAFT REP:
The PlayWell Group, Inc.

WAKEFIELD PARK
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 14 | 8/7 | 8 | 4/0 | 3/0 |

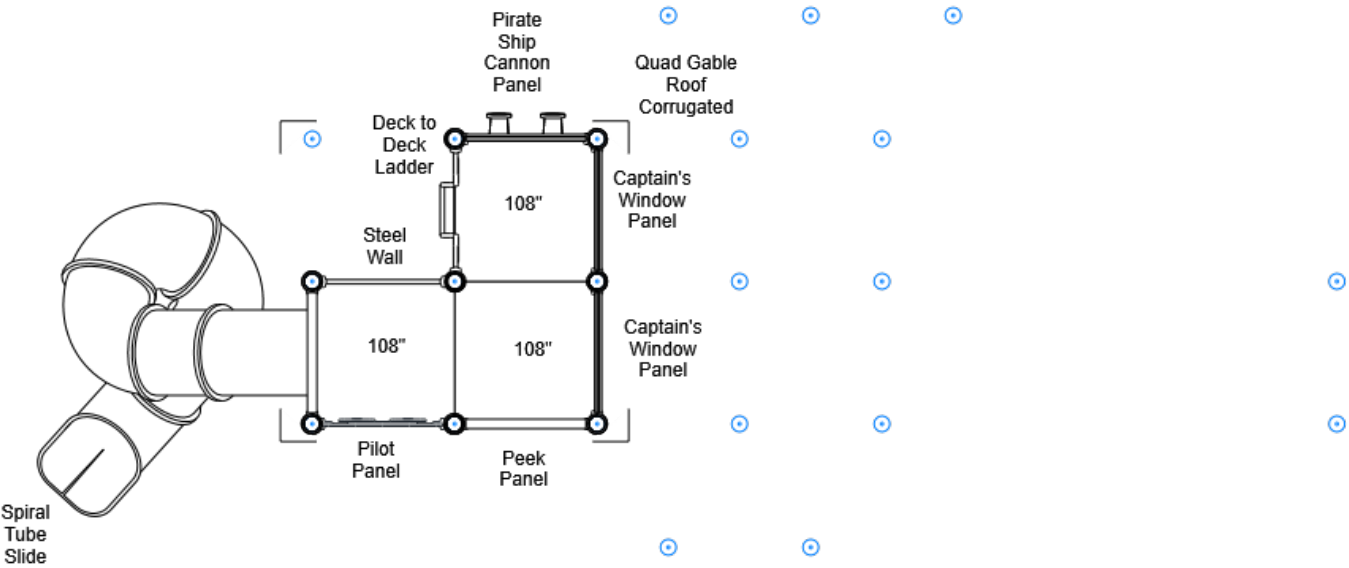
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FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R50E6C1CA
PROJECT#: 3
DATE: 8/24/2022

MIN. USE ZONE: 44' x 28'

PLAYCRAFT REP:
The PlayWell Group, Inc.

WAKEFIELD PARK
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

| ELEVATED | ACCESSIBLE | RAMP ACCESSIBLE | GROUND | TYPES |
|----------|------------|-----------------|--------|-------|
| 14 | 8/7 | 8 | 9/0 | 4/0 |

R5

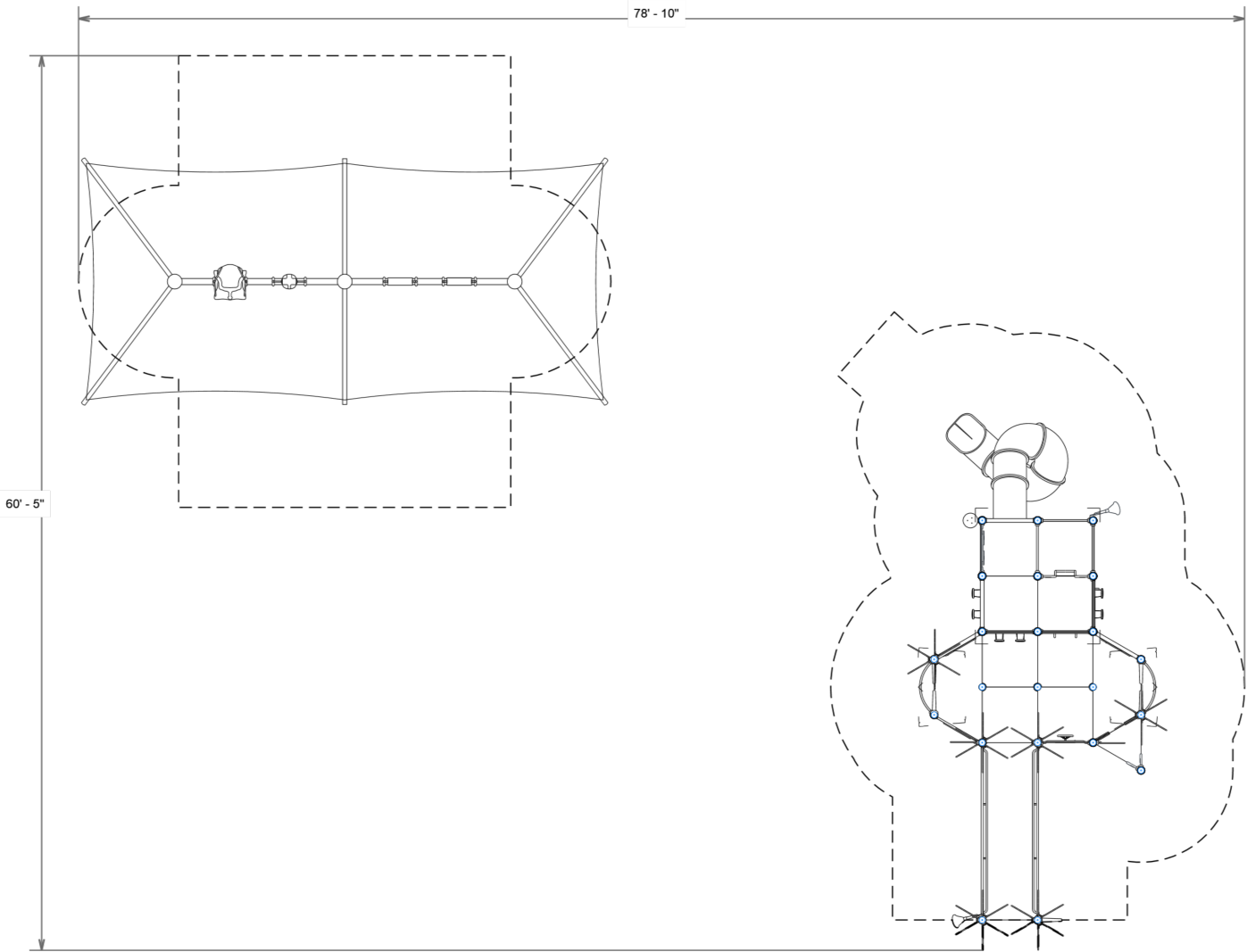
FOR KIDS
AGES
5-12

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: 3
DATE: 8/24/2022

MIN. USE ZONE: 79' x 61'

PLAYCRAFT REP:
The PlayWell Group, Inc.



Bill of Materials

WAKEFIELD PARK

Project# 3

8/24/2022

| Item | Description | Quantity |
|----------------------|------------------------------------|----------|
| R50E6C1CA | | |
| HS-1004-R | Collars | 110 |
| GF-7001 | Flat Cap, R5 | 3 |
| GF-7002 | Dome Cap, R5 | 11 |
| S-1005-R5F-9-012-051 | Post, 5ft, 12in (51in) | 3 |
| S-1008-R5-08ft | Post, 08ft R5 | 1 |
| S-1011-R5-11ft | Post, 11ft R5 | 2 |
| S-1012-R5-12ft | Post, 12ft R5 | 3 |
| S-1013-R5-13ft | Post, 13ft R5 | 2 |
| S-1015-R5-15ft | Post, 15ft R5 | 2 |
| S-1016-R5-16ft | Post, 16ft R5 | 1 |
| S-1019-R5-19ft | Post, 19ft R5 | 8 |
| S-1101-R5 | Square Deck | 11 |
| S-1102-R5 | Tri-Deck | 1 |
| S-1103-R5 | Hex Deck, Half (5 Post) | 2 |
| S-1109-R5 | Balcony Deck | 2 |
| S-1208-R-RAIL12 | Ramp 144in (Ground w/ Rails, Inc.) | 1 |
| S-1237-3R5 | Climber, Vertical Rock 30-36in | 1 |
| S-1242-6R5 | Deck to Deck Ladder (72in Rise) | 1 |
| S-1301-24R5 | Wall, Steel (24in) | 1 |
| S-1301-55R5 | Wall, Steel 48in (55in gap) | 2 |
| S-1301-56R5 | Steel Wall (Above Wall) 56in | 2 |
| S-1301-R5 | Wall, Steel 36in (Standard) | 1 |
| S-1309-ADA-L-R5 | Half Walls ADA (Single, Left) | 2 |
| S-16043-R5 | Drum Panel | 1 |
| S-16044-R5 | Piano Panel | 1 |

| Item | Description | Quantity |
|-----------------|-------------------------------------|----------|
| S-1610-R5 | Peek Panel | 1 |
| S-16251-R5 | Driver Panel | 1 |
| S-1634-R5 | Labyrinth Panel | 1 |
| S-1643-R5 | Pilot Panel | 1 |
| S-16461-ACCL-R5 | Access Panel (Left) | 1 |
| S-16461-CAN | Cannon Panel (Right) | 1 |
| S-16461-CAN | Cannon Panel (Left) | 2 |
| S-16461-CWIN | Captain's Window Panel (Right) | 3 |
| S-16461-CWIN | Captain's Window Panel (Left) | 1 |
| S-16461-HW-R5 | Half Walls (Pair) | 1 |
| S-16461-STEP-24 | Step Panel (24in) | 1 |
| S-16601-R5 | Panel Pal, Pirate | 1 |
| S-1664-R5 | Panel Pal, Tic-Tac-Toe | 1 |
| S-1665-R5 | Panel Pal, Dialer | 1 |
| S-1666-R5 | Panel Pal, Spinner | 1 |
| S-1668-R5 | Panel Pal, Match Game | 1 |
| S-1672-36B | Base Rock | 5 |
| S-1707-9SPR5 | Slide, Tube 108in (Spiral, Right) | 1 |
| S-18093-R5 | Roof, Tree House Shed | 2 |
| S-18094-4R5 | Metal Roof, Quad Gable (Corrugated) | 1 |
| S-1820-R5-RPRT | Pirate Flag | 2 |
| S-1840-R5 | Palm Tree Topper | 6 |
| S-1910-R5 | Talk Tube (Post Mounted, Left) | 1 |
| S-1910-R5 | Talk Tube (Post Mounted, Right) | 1 |
| S-1963-R5 | Seat on Post | 1 |
| SWINGS | | |
| A2-131410 | Inclusive Seat | 1 |
| A2-311010 | Full Bucket Seat | 1 |
| A2-313010 | Belt Seat | 3 |
| RSW3516G | RSW3516G Swing Shade (Double Bay) | 1 |

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127

Arkansas Sales Office

6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office

5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office

9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only, Net 30 days. All other entities required 50% down and balance Net 30. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Delay of Installation (if applicable): If the Customer delays the installation, the stored product will be invoiced with a term of Net 30.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT

Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX

Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS

All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS

All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS

No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION

All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES

Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION

Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: 20136 Purchase Order #: _____

Signature: _____ Date: _____



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

QUOTATION

QUOTE #
20136

9/6/2022

BILL TO:

City of Burleson
Accounts Payable
141 West Renfro Street
Burleson, TX 76028

Phone: (817) 426-9646

SHIP TO:

City of Burleson-Wakefield Park
Evander Playscapes-Fernando Rico
3349 State Highway 22
Hillsboro, TX 76645

Phone: (210) 255-9130

| CUST. PO # | TERMS | SALES REP | COUNTY | | QUOTE EXPIRATION | |
|---|--|-----------|-------------------------|-------------|------------------|--|
| | NET 30 | FAZ | JOHNSON | | 10/6/2022 | |
| ITEM | DESCRIPTION | QTY | LIST PRICE | DISC. PRICE | TOTAL | |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 | 0.00 | |
| | PLAYCRAFT | | | | | |
| R50E6C1CA | R5 CUSTOM PLAY SYSTEM | 1 | 104258.96 | 96,439.54 | 96,439.54 | |
| RSW3516G | SWING SHADE-DOUBLE BAY | 1 | 13579.06 | 12,560.63 | 12,560.63 | |
| PC-131410 | INCLUSIVE SWING SEAT | 1 | 975.24 | 902.10 | 902.10 | |
| PC-311010 | FULL BUCKET SEAT | 1 | 343.66 | 317.89 | 317.89 | |
| PC-313010 | BELT SEAT | 3 | 159.06 | 147.13 | 441.39 | |
| SHIP | SHIPPING & HANDLING | 1 | 11849.40 | 11,849.40 | 11,849.40 | |
| | GWG | | | | | |
| FIBER-GWG | ENGINEERED WOOD FIBER | 113 | 21.33 | 20.26 | 2,289.38 | |
| SHIP | SHIPPING & HANDLING | 1 | 1168.48 | 1,168.48 | 1,168.48 | |
| FIBER DELY-GWG | FIBER DELIVERY FROM GWG WOOD-The area where the wood fiber is to be delivered must be accessible to 45'Trailers /height of 13' 5" for unloading of safety surfacing. Please note that there may be signs of access afterwards. If the site is not accessible, please notify GWG Wood as soon as possible, as extra freight charges could be added. On split loads customers are responsible for determining the quantity needed at each site, accept deliveries on the same day and additional charge could be added. Customers will be contacted with a delivery time the day before delivery. 30 minutes of driver wait time is included in freight charge. Longer wait times will result in a \$50 per half hour additional freight charge. | 1 | 0.00 | 0.00 | 0.00 | |
| QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages. PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 203A STATE HIGHWAY 46 EAST BOERNE, TX 78006 Date _____ Signature _____ | | | SUBTOTAL | | \$125,968.81 | |
| | | | SALES TAX (0.0%) | | \$0.00 | |
| | | | TOTAL | | \$125,968.81 | |

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

For the Vendor:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

PlayWorks, Inc.

Toll Free: (800)726-1816 Fax: (505) 296-8900

TEXAS CORPORATE OFFICE, SALES OFFICE & PROCESSING CENTER

203A State Highway 46 East

Boerne, TX 78006

Colorado Sales Office

**11757 W. Ken Caryl Ave. Suite #F-231
Littleton, CO 80127**

Arkansas Sales Office

**6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116**

Oklahoma Sales Office

**5030 North May, Suite 129
Oklahoma City, OK 73112**

New Mexico Sales Office

**9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113**

TERMS AND CONDITIONS

INVOICE TERMS

Tax funded and bonded projects only Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance due upon completion.

OPEN ACCOUNT

Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least \$10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at PlayWorks, Inc. sole discretion.

METHODS OF PAYMENTS

MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

CO-OP CONTRACT'S

Available for Co-Op's and agency accounts on many items.

PLAYGROUND SURFACING WARNING

All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

CONCEALED CONDITIONS-ROCKS, UTILITIES, IRRIGATION, SEWER & DRAIN, SUPPLY ABANDONED LINES

PlayWorks Inc., reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock that cannot be penetrated to drill installation holes with a mechanical auger. Other concealed conditions may include but are not limited to power and electrical lines, water and gas lines, irrigation lines, sewer lines, drain lines and any and all abandoned lines. Marking utilities and other subsurface lines are the responsibility of the end user. If any lines are damaged, all costs associated with the repairing the line are the sole costs of the end user. Any associated losses are the responsibility of the end user. PlayWell's Sales Associates will notify you and meet with you at the work site to review the conditions requiring additional charges.

SITE ACCESS

First off, you'll need a level site to make it free of any obstacles that might encroach upon the required fall zone for your design. Dig-Tess (1(800) Dig-Tess) will call all the possible utility companies that may have underground cables or piping running beneath the play area to mark where their runs might be. The site for equipment to be installed must be accessible by heavy machinery (trucks, trailers, and Bobcats). In the event this equipment is used at your site, please note there may be signs of access afterwards. PlayWorks, Inc. subcontractors will try to keep this to a minimum.

WEATHER DELAY

Unusual weather patterns, heavy rain, lightning or thunder conditions, and flooding "acts of God" or natural disaster, wherein the project site is determined to be unworkable. The installation of your equipment will be delayed.

INSTALLATION WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Installation Quote #: 9105 Purchase Order #: _____

Signature: _____ Date: _____



PlayWorks, Inc.

Athletic, Park, and Playground Equipment
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

www.playwellgroup.com
800-726-1816
505-296-8900 (fax)

INSTALLATION QUOTE

QUOTE #

9105

9/6/2022

BILL TO:

City of Burleson
Accounts Payable
650 Northwest summercrest Boulevard
Burleson, TX 76028

Phone: (817) 426-9646

INSTALLATION SITE:

City of Burleson-Wakefield Park
Jessica Martinez
704 Elizabeth Drive
Burleson, TX 76028

Phone: (469) 855-8402

| CUST. PO# | TERMS | SALES REP | COUNTY | QUOTE EXPIRATION |
|-----------------|--|-----------|------------|------------------|
| | NET 30 | FAZ | JOHNSON | 10/6/2022 |
| ITEM | DESCRIPTION | QTY | LIST PRICE | TOTAL |
| BUY #679-22 | BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2023 | 1 | 0.00 | 0.00 |
| INSTALL-EVANDER | DELIVERED AND INSTALLED BY EVANDER PLAYSCAPES | | | |
| INSTALL-EVANDER | INSTALLATION OF R5 CUSTOM PLAY SYSTEM-R50E6C1CA | 1 | 29,547.42 | 29,547.42 |
| INSTALL-EVANDER | INSTALLATION OF SWING SHADE-DOUBLE BAY-RSW3516G | 1 | 3,848.36 | 3,848.36 |
| PC-131410 | INSTALLATION OF INCLUSIVE SWING SEAT | 1 | 276.39 | 276.39 |
| INSTALL-EVANDER | INSTALLATION OF FULL BUCKET SEAT | 1 | 97.39 | 97.39 |
| PC-313010 | INSTALLATION OF BELT SEAT | 3 | 45.07 | 135.21 |
| DEMO | PARK #3 WAKEFIELD PARK DEMO EXISTING PLAYGROUND CONCRETE BORDER APPROXIMATELY 144 LINEAR FEET TOTAL SQUARE FEET = 2,348 EXCAVATE DISPOSE OF APPROXIMATELY 88 CUBIC YARDS OF DIRT INSTALL 278 LINEAR FEET OF CONCRETE CURBING 4" WIDTH X 12" DEPTH. DEMO: 1)EXISTING PLAYGROUND 2)EXISTING WOOD FIBER AND SPREAD ONSITE | 1 | 31,391.87 | 31,391.87 |
| FIB-GWG | INSTALLATION OF ENGINEERED WOOD FIBER | 113 | 15.35 | 1,734.55 |

QUOTE VALID FOR 30 DAYS. Install will be ordered upon receipt of written approvals and/or deposit.

TOTAL

\$67,031.19

PLEASE REMIT PAYMENT TO:
PLAYWORKS, INC.
203A STATE HIGHWAY 46 EAST
BOERNE, TX 78006

Date _____ Signature _____

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: The Playwell Group, Inc.

Vendor Address: 203A State Highway 46 East, Boerne, TX 78006

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
 - x. Requiring City to provide warranties.
 - xi. Obligating City to indemnify, defend or hold harmless any party.
 - xii. Granting a security interest in City's property or placing a lien on City's property.
2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
10. Conflicts Of Interest. By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
11. Anti-Boycotting Provisions. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
12. Vendor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.
15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
16. Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
17. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:

For the Vendor:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

2021

PLAYCRAFT SYSTEMS

Commercial Playground Equipment Specifications



PLAYCRAFT[®]

S Y S T E M S

A **PLAYCORE[®]** Company

123 North Valley Drive - Grants Pass, OR 97526

Tel: (541) 955-9199 Fax: (541) 955-6130

8/18/2021

Playcraft Systems' commitment to craftsmanship and commitment extends throughout all product offerings. Utilizing superior materials and industry leading manufacturing techniques, our Round 5, Round 3.5, Revolution, and Freestanding Events are tested and validated to be in conformance with ASTM F1487 and CSA Z614-14 Standards.

SECTION 1 - GENERAL SPECIFICATIONS (Playground Equipment)

Hardware/Fasteners all metal hardware shall be stainless steel, zinc plated, or galvanized as required to resist rust and corrosion. Pinned tamper resistant hardware with thread lock patch shall be used for all principal connections. Hardware Caps shall be a UV-Stabilized, polypropylene based plastic consisting of two parts, a base and crown. Specified hardware is attached through the base to post support and finished with a crown to form a smooth tamper-resistant attachment point. All hardware shall be shipped in individual component-specific hardware packages.

Rotationally Molded Polyethylene shall be manufactured from hot compounded linear low-density polyethylene resins. Hot compounded polyethylene resins include UV inhibitors and anti-static additives providing superior performance, durability, fade resistance (tested to a long term UV16 rating), and a more uniform, colorfast appearance and thickness. All rotationally molded, low-density polyethylene plastic components shall be available in a variety of colors and have an average wall thickness of .250". All components shall comply with ASTM D 638-02 (minimum 2500 PSI tensile strength), ASTM D-790 (Flex Modulus Test), ASTM D-648 (Heat Distortion Temperature Test), ARM-STD (Low Temperature Impact Test).

High Density Polyethylene - (HDPE) Sheet Stock Parts All HDPE components shall be manufactured from 1", 3/4", and 1/2" thick, high-density, hot extruded polyethylene sheet plastic specially formulated for optimum UV stability and color retention. Components shall be cut or machined to size with routed design elements and available in a variety of solid or dual-colors. All HDPE components shall comply with ASTM D1505 (density of .955 g/cc), ASTM D638 (tensile strength of 4000 PSI), D790 (Flex Modulus Test), and D648 (Heat Distortion Temperature Test).

Powder Coating all steel, aluminum, and die cast components shall be thoroughly prepared prior to receiving final powder coat finish. Preparation includes quality inspection of every component and connection, grinding and hand filing of each weld to remove excess material and spatter, cleansing in a multi-step process which includes a hot phosphatizing bath and rinse followed by a non-chrome seal for added corrosion resistance. Components shall be preheated and fully dried prior to receiving a 3-5 mil thick electrostatically applied epoxy primer coating (covering entire component - not just welds) for superior powder adhesion and corrosion resistance. An 8-11 mil thick architectural grade Super Durable polyester TGIC powder shall be electrostatically applied and baked achieving a thickness of 11-16 mils. All polyester powder coatings shall comply with ASTM standards: D-522 (Flexibility Mandrel Test), D-2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), D-3363 (Pencil Hardness Test), D-2454 (Overbake Resistance Test), D-3359B (Adhesion Crosshatching Test). Powder coatings are available in a variety of colors.

PlayTuff™ Coating shall be applied to specific metal components with a 120-160 mil thickness. Prior to PlayTuff™ coating, components shall be thoroughly prepared and cleaned in a multi-stage phosphatizing wash, followed by a uniform application of Playcraft formulated primer. Upon preheating to a minimum of 350 degrees, components shall be dipped in a UV stabilized Polyvinyl Chloride liquid followed by a 400 degree salt cured bath. All Play-Tuff™ Coated Parts shall comply with ASTM D-624 (Tear Strength Test), ASTM D-412 (Tensile Strength Test). PlayTuff™ Coatings shall provide a slip resistant surface and are available a variety of colors.

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

Steel Walls shall be fabricated using 1.029" O.D. 14 gauge tube steel welded vertically on 4" centers between vertical 1.315" O.D. 12 gauge tube steel balusters and horizontal 1.315" O.D. 12 gauge tube steel rails, top & bottom. Brackets may be welded to the ends of each rail and between the verticals to provide attachment points. Walls shall be finished with a multi-stage baked-on powder coat finish.

Vertical Deck Fillers shall be designed to eliminate the crawl space between decks at different elevations. All deck in-fills shall be made from 12 gauge sheet steel and powder coated after fabrication.

Punched Steel Surfaces steel decks, bridges, ramps, and steps shall be constructed using heavy duty, single piece 12-gauge low carbon sheet steel which shall be formed and fabricated into required designs. Below surface supporting gussets shall be fabricated utilizing 12 gauge sheet steel to insure structural integrity. All punched steel standing surfaces and steps shall receive slip-resistant PlayTuff™ coating with a thickness of 120-160 mils and a uniform 5/16" diameter hole pattern. Deck faces shall have up to 6 attachment slots to accommodate face mounting components. There shall be no unsupported area larger than 1.5 square feet on all deck surfaces. All sheet steel shall conform to ASTM A1011-02.

Post Caps shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip (Factory installed and secured in place)

King Collars™ shall be precision die-cast from high strength A-369.1 aluminum alloy and powder coated as specified. King Collars™ to include Playcraft Systems' exclusive dove tail design and face to face connection eliminating string entanglements and extra hardware. King Collars™ shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Climbing Grips shall be precision die-cast from high strength A-369.1 aluminum alloy and coated in a functionalized polyethylene copolymer thermoplastic coating. All thermoplastic coatings shall comply with ASTM standards: ASTM B 2794 (Impact Resistance Test), B-117 (Salt Spray Weatherability Test), ASTM D-638 (Tensile Strength Test). A-369.1 aluminum alloy shall exhibit a tensile strength of 47,000 PSI and a yield strength of 28,000 PSI.

Chain Swings, Chain Nets, Chain Walks and Suspension Bridges shall be 4/0 and/or 5/0 galvanized steel. Chains shall be coated in PlayTuff™ coating coated as required.

Steel-reinforced ropes shall be manufactured with tightly woven, polyester-wrapped, six-stranded galvanized steel cable. Ropes are extremely durable, vandal and abrasion resistant, color stable, and available in a variety of colors.

ROUND-5 PLAY SYSTEM - General Specifications

SPECIFICATIONS:

Aluminum Post Mechanical Properties:

| | |
|----------------------------------|--------------------------|
| Yield Strength (min): | 35,000 PSI |
| Tensile Strength (min): | 38,000 PSI |
| % Elongation in 2 Inches: | 10 |
| Modulus of Elasticity: | 10 x 10 ⁶ PSI |

Round-5 Aluminum Posts shall be constructed of 5" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

Steel Post Mechanical Properties:

| | |
|----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Round-5 Steel Posts shall be constructed of 5" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-5 components and posts are available for surface or in-ground mounting.

ROUND-3.5 PLAY SYSTEM - General Specifications

SPECIFICATIONS:

| Aluminum Post Mechanical Properties: | |
|--------------------------------------|--------------------------|
| Yield Strength (min): | 35,000 PSI |
| Tensile Strength (min): | 38,000 PSI |
| % Elongation in 2 Inches: | 10 |
| Modulus of Elasticity: | 10 x 10 ⁶ PSI |

Round-3.5 Aluminum Posts shall be constructed of 3-1/2" O.D. round 6061-T6 aluminum tubing with a .125" wall thickness. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All post shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All aluminum posts shall exhibit the following mechanical properties: Tensile Strength of 38,000 PSI (minimum), Yield Strength of 35,000 PSI (minimum). All posts shall be available in a variety of colors.

| Steel Post Mechanical Properties: | |
|-----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Round-3.5 Steel Posts shall be constructed of 3-1/2" O.D. round 11-gauge steel tubing and shall receive a galvanized Flo-Coat inside and out after rolling. Each post shall be thoroughly prepared prior to receiving final powder coat finish. All posts shall include a self-sealing post cap. Post bases shall include a footing pin for securing posts in cement and shall include a minimum loose fill resilient surfacing sticker to be field installed as required. All steel posts shall exhibit the following mechanical properties: Tensile Strength of 55,000 PSI (minimum), Yield Strength of 50,000 PSI (minimum). All posts shall be available in a variety of colors.

Round-3.5 Attachment Fittings (King Collars™ and Sockets) shall be two-part and precision die-cast from high strength 369.1 aluminum alloy with an ultimate tensile strength of 47,000 PSI and a yield strength of 28,000 PSI. Separate sockets when combined with collars form a unique and versatile method of component-to-post attachment, allowing multiple component attachment points for a cleaner, more balanced design. King Collars™ and Sockets shall be powder coated and available in a variety of colors.

Round-3.5 Play System Footing Requirements shall vary depending on deck heights, components, and events attached to the structure. Most Round-3.5 components and posts are available for surface or in-ground mounting.

REVOLUTION SYSTEM - General Specifications

SPECIFICATIONS:

Revolution Direct-Bolt Double-Wall Post System (Patent Pending). shall be constructed utilizing (4) primary components: Double-wall mounting sleeves, Core post, Top cap, and Bottom cap. Each mounting sleeve shall be precision die-cast from a high-strength A369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments. Die Cast Sleeves shall be 5" diameter and individually finished with a smooth machined surface. All mounting sleeves shall include factory drilled and threaded component attachment holes. Nylon Plugs shall be included for attachment holes not utilized during play structure assembly. Core post shall be constructed of 3-1/2" O.D. 11-gauge galvanized steel tubing exhibiting the following mechanical properties: Tensile Strength of 55,000 PSI and Yield Strength of 50,000 PSI. Top cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified. Post caps to include Playcraft Systems' exclusive self-sealing design with an overlapping lip and are factory installed and secured in place with a self-sealing rivet. Post caps are available in a variety of colors. Bottom Cap shall be precision die-cast from a high-strength A-369.1 aluminum alloy specially formulated to withstand corrosion in harsh climates/environments with a powder coated as specified and factory installed.

| Steel Post Mechanical Properties: | |
|-----------------------------------|--------------------------|
| Yield Strength (min): | 50,000 PSI |
| Tensile Strength (min): | 55,000 PSI |
| % Elongation in 2 Inches: | 25 |
| Modulus of Elasticity: | 30 x 10 ⁶ PSI |

Tubular Steel and Metal Components shall be heavy-gauge and pre-galvanized including internal corrosion protection. Tube shall be formed and/or fabricated into required components and finished as specified. All tubular steel components shall comply with ASTM standards: A-500/A-513 (Steel Tubing). Prior to receiving Powder Coating or PlayTuff™ Coating, all metal components shall be zinc plated, cadmium plated, or galvanized to resist rust and corrosion.

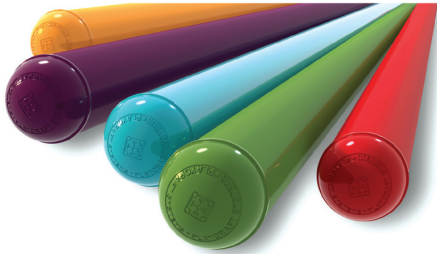
Revolution Play System Footing Requirements shall vary depending on post heights, components, and events attached to the structure. Most Revolution components and posts are available for surface or in-ground mounting.

MATERIAL COLORS OFFERED

IMPORTANT: The colors shown are for illustration purposes only. Actual colors may vary. Contact your Playcraft Distributor for accurate color samples.

Powder-coat Colors

Metal components receive a multi-stage powder-coating process that yields a highly durable protective finish.



Roto-molded Plastic Colors

Using hot-blended color compounded resins our roto-molded products stay bright and colorful even after years of wear.



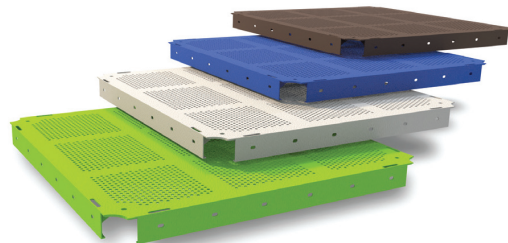
HDPE Sheet Plastic Colors

Our high density polyethylene sheet plastic is available in solid and layered colors for a variety of design opportunities.



Play-Tuff™ Coating Colors

Our in-house state-of-the-art Play-Tuff™ (plastisol) coating process offers unmatched protection on decks & steps.



Thermoplastic Coating Colors

Our Thermoplastic Polyethylene coating is an environmentally responsible choice.



Shade Canopy Fabric Colors

Our ultra-tough fabrics come in a wide variety of colors and provide superior protection from harmful ultra-violet rays.



Play-Cord™ Cable Colors

Cables are made from tightly woven, abrasion-resistant, nylon-wrapped, multi-strand galvanized steel cable.



Swing Seat Colors

Slash Proof Seats are constructed from durable elastomer and come in a variety of colors.



METALUXE™ Signature Powder-coat Colors

Our exclusive collection of metallic powder-coat colors provide a finish that speaks to luxury and brilliance. These highly durable, grime resistant coatings bring a touch of shimmer to your playscape.



PLAY-TUFF™ Coating Colors



Powder-coat Colors



Roto-molded Plastic Colors



Solid HDPE Colors

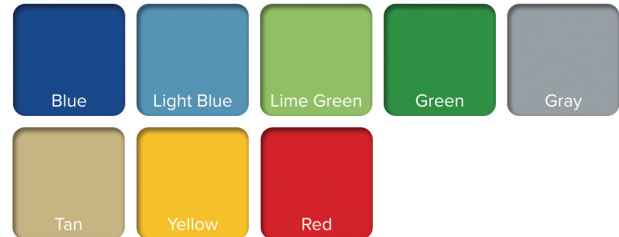


Layered HDPE Colors

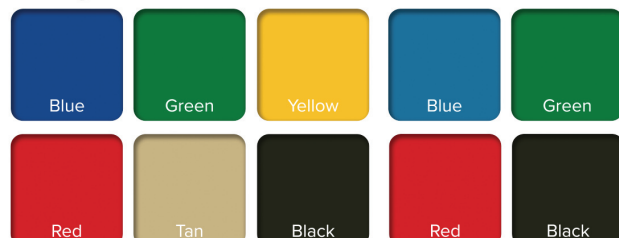
Thermoplastic Coating Colors



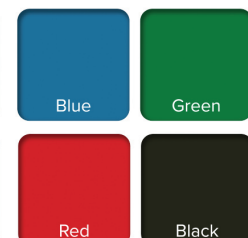
Shade Canopy Fabric Colors



Swing Seat Colors



PLAY-CORD™ Cable Colors



PLAYCRAFT SYSTEMS WARRANTY

Playcraft Systems®, warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship.

The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 60 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice (Rev. P).

INDUSTRY LEADING WARRANTY

Every product we manufacture is designed with quality, safety and value in mind. Every project we undertake is an opportunity to prove that Playcraft Systems is setting a new standard and raising the bar on quality and play expectations... one playground at a time.



Playcraft Systems® warrants its products to be free from defects in materials and workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice. Playcraft Systems® further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Playcraft Systems®. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Playcraft Systems® warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials and workmanship. The warranty stated above is valid only if the products and finishes: (1) are assembled and installed in conformity with the layout plan and installation instructions furnished by Playcraft Systems®; (2) have been maintained and inspected in accordance with Playcraft Systems® maintenance information and other normal and prudent practices; (3) have been subjected to normal use for the purpose for which the products were designed and intended; (4) have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment. This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, rough handling, improper installation methods, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids, chemicals, or corrosive agents, other than normal photochemical smog); (3) damage caused by environmental hazards and "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. No warranty is made with regard to gloss retention or uniformity of gloss and color retention. If any products covered by this warranty fail within the time period applicable to a defective product, Playcraft Systems® shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 90 days of receipt of the written notification. Repair or

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ cable and Net-Effects™ connectors against breakage and failure due to defects in materials or workmanship.

FIVE (5) YEAR LIMITED WARRANTY

on all Playcraft System® powder coating against cracking and/or peeling due to normal climatic exposure.

THREE (3) YEAR LIMITED WARRANTY

on all springs, Net-Effects™ rubber belting, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on all moving parts and on any other product or part not specifically covered above against failure due to defects in materials and workmanship.

replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Playcraft Systems® shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Playcraft Systems® shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Playcraft Systems® shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. PLAYCRAFT SYSTEMS® IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. PLAYCRAFT SYSTEMS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD. To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Playcraft Systems®, 123 North Valley Drive, Grants Pass, Oregon 97526. Due to our ongoing commitment to product development and Improvement, Playcraft Systems® reserves the right to change, modify or discontinue certain products without notice. (Rev. Q)

August 4, 2022

Sent Via Email: maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne, Tex 78006

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award*; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/01/2022 through 9/30/2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative



August 9, 2022

Sent Via Email:maria@playwellgroup.com

Maria Powell
The Playwell Group, Inc.
203A State Highway 46 East
Boerne, Tex 78006

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award*; Proposal Invitation No. 679-22, Parks and Recreation Equipment, Products, and Installation Services

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 10/1/2022 through 9/30/2022, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 679-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,

v.02.01.2021



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Parks and Recreation
Equipment, Products, and Installation Services

Proposal Due Date/Opening Date and Time:
April 28, 2022, at 4:00 PM

Proposal Invitation Number: 679-22

Location of Proposal Opening:

Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Term: October 1, 2022, through
September 30, 2023, with two possible one-year
renewals.

Anticipated Cooperative Board Meeting Date:
August 2022

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

The Playwell Group, Inc.
Name of Proposing Company

4/8/2022
Date

203A State Highway 46E
Street Address

Maria Powell
Signature of Authorized Company Official

Boerne, TX 78006
City, State, Zip

Maria Powell
Printed Name of Authorized Company Official

800-726-1816
Telephone Number of Authorized Company Official

Business Manager
Position or Title of Authorized Company Official

505-821-6726
Fax Number of Authorized Company Official

75-2658108
Federal ID Number



PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: 



5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

- ☐ My company is a publicly held corporation. (Advance notice requirement does not apply to publicly held corporation.)
- ☒ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: 



RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (✓) one of the following:

- ☒ I certify that my company is a **Resident Proposer**.
☐ I certify that my company is a **Nonresident Proposer**.

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name

Address

City

State

Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☒ No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (✓) one of the following:

- ☒ Yes ☐ No

Initial: 



No BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: 



NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (✓) all that apply:

- ☒ I certify that my company has been certified as a HUB in the following categories:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Minority Owned Business | <input checked="" type="checkbox"/> Women Owned Business |
| <input type="checkbox"/> Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) | |

Certification Number: 1752658108100

Name of Certifying Agency: HUB

- ☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: MP



CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order, Member Construction Contract, or other agreement for construction-related goods or services.

Initial: 



DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you **MUST** list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (✓) one of the following:

☒
☐

No; Deviations

Yes; Deviations

List and fully explain any deviations you are submitting:

Initial: 



VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**



CONFIDENTIAL / PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third-party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:



NO, I certify that none of the information included with this Proposal is considered confidential or proprietary.



YES, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

(Attach additional sheets if needed.)

Initial: 



12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



NO, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.



YES, Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: 



EDGAR VENDOR CERTIFICATION **(2 CFR Part 200 and Appendix II)**

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which **may** be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, Member Construction Contract, or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order, Member Construction Contract, or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial:



3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 
525



6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree.

☐ **NO**, I do not agree.

Initial: 



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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

The Playwell Group, Inc
Company Name

Maria Powell
Signature of Authorized Company Official

Maria Powell
Printed Name and Title

4/11/2022
Date



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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement (*Vendors serving outside Texas only*)
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases (*Optional*)

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

The Playwell Group, Inc.

(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)

Please check (✓) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☒ Corporation ☐ Limited Liability Company ☐ Partnership
 ☐ Other (Specify: _____)

State of Incorporation (if applicable):

Texas

Federal Employer Identification Number:

75-2658108

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: (Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)

The Playwell Group, Inc.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
203A State Highway 46 East

6 City, state, and ZIP code
Boerne, TX 78006

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

75 - *2658108*

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► *Maria Powell* Date ► *3/9/2022*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

If you do not return Form W-9 to the requester with a TIN, you may be subject to backup withholding. See What is backup withholding later.



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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 1,776,488.14 (The period of the 12-month period is 1/1/21 / 12/31/21). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.
3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

| PURCHASING GROUP | CURRENT VENDOR? (Y/N) | FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR | AWARDED COMMODITY CATEGORY(IES) |
|--|-----------------------|---|---------------------------------|
| 1. Federal General Services Administration | N | | |
| 2. T-PASS (State of Texas) | N | | |
| 3. OMNIA Partners | N | | |
| 4. Sourcwell (NJPA) | N | | |
| 5. E&I Cooperative | N | | |
| 6. Houston-Galveston Area Council (HGAC) | Y | Y - 10 years | Playground Equipment |
| 7. Choice Partners | Y | Y - 3 years | " |
| 8. The Interlocal Purchasing System (TIPS) | Y | Y - 10 years | " |
| 9. Other CES | Y | Y - 10 years | Sports Equipment |

☐ MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 5%

Proposed Discount (%): 5%

Explanation: _____



GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

| | Entity Name | Contact | Phone# | Email Address | Discount | Quantity/ Volume |
|----|-----------------|---------------|--------------|------------------------------|----------|---------------------|
| 1. | Dallas ISD | Coy Frazier | 972-925-3700 | cfrazier@dallasisd.org | 5% | 8/200,000 |
| 2. | City of Dallas | Leong Lim | 214-670-8700 | leong.lim@dallascityhall.com | 5% | 35/900K |
| 3. | Katy ISD | Mark Tiedt | 281-396-6000 | marktiedt@katyisd.org | 5% | 20/900K |
| 4. | City of SA | Sandy Jenkins | 210-207-2721 | sandy.jenkins@sanantonio.gov | 5% | 20/900K |
| 5. | City of El Paso | Manny Rivera | 915-252-3386 | jmriviera2@episd.org | 5% | 5/1Mil |

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ☐ **NO** ☒ If YES, please explain:

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal.** (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Over the last 34 years, The PlayWell Group, Inc and Playworks, Inc. has been among the top 5 sales agencies of park, playground, shelters, and athletic equipment in the country. We are dedicated to supplying our customers with the best quality products for the best value. We market our products to a diverse array of clients in the school, church, daycare, municipality and other markets. Our mission, our vision, and our values are all customer driven. We believe that if we do our jobs well, our efforts will be rewarded.

The PlayWell Group, Inc. and Playworks, Inc. has been a very solid company for the past 34 years due to its professionalism and integrity when doing business with existing customers as well as new customers. We value a strong work ethic and take ownership to ensure customer satisfaction with all projects. We have a well-trained group of individuals whose priority is to deliver outstanding results with every project no matter how big or small. We take pride with one-of-a-kind installation from the ground up. All our Sales Consultants are CPSI certified and well trained to assist with anything that does not grow in the park.

Sincerely,

Maria Powell

The PlayWell Group, Inc/Playworks, Inc.

203A State Highway 46 East

800-726-1816

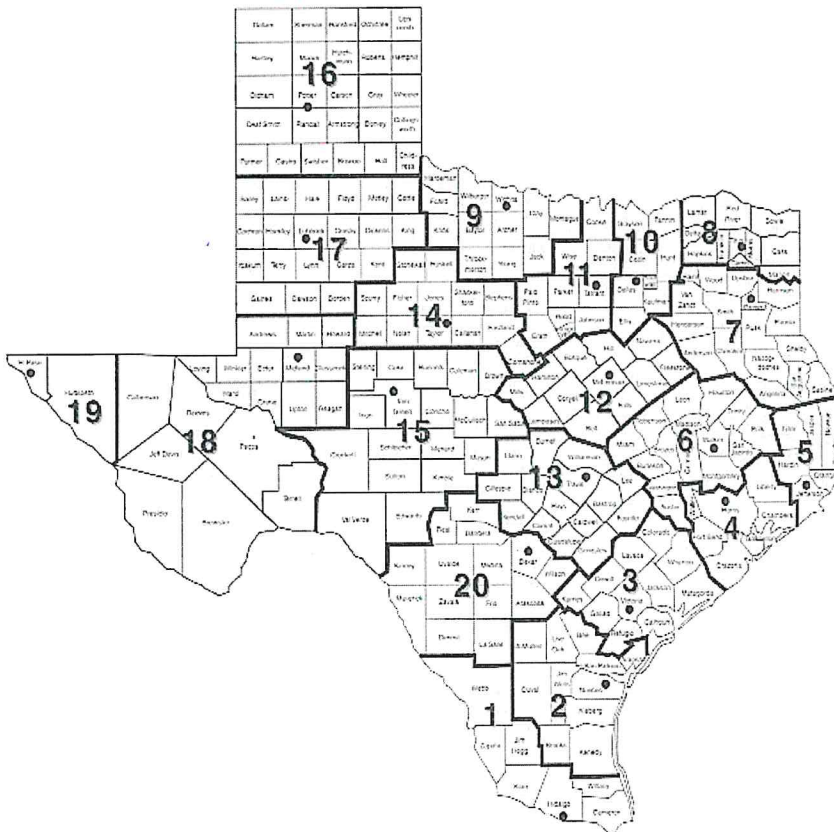


TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

- 1 Edinburg
- 2 Corpus Christi
- 3 Victoria
- 4 Houston
- 5 Beaumont
- 6 Huntsville
- 7 Kilgore
- 8 Mount Pleasant
- 9 Wichita Falls
- 10 Richardson
- 11 Fort Worth
- 12 Waco
- 13 Austin
- 14 Abilene
- 15 San Angelo
- 16 Amarillo
- 17 Lubbock
- 18 Midland
- 19 El Paso
- 20 San Antonio



STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. (Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***(Additional forms can be obtained by contacting bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States. ✓

Alabama

Alaska

Arizona

* Arkansas

California (Public Contract Code 20118 & 20652)

* Colorado

Connecticut

Delaware

District of Columbia

Florida

Georgia

Hawaii

Idaho

Illinois

Indiana

Iowa

Kansas

Kentucky

Louisiana

Maine

Maryland

Massachusetts

Michigan

Minnesota

Mississippi

Missouri

Montana

Nebraska

Nevada

New Hampshire

New Jersey

* New Mexico

New York

North Carolina

North Dakota

Ohio

* Oklahoma

Oregon

Pennsylvania

Rhode Island

South Carolina

South Dakota

Tennessee

* Texas

Utah

Vermont

Virginia

Washington

West Virginia

Wisconsin

Wyoming



NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.
6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.



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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

The Playwell Group, Inc
Name of Vendor

Maria Powell
Signature of Authorized Company Official

679-22

Proposal Invitation Number

Maria Powell

Printed Name of Authorized Company Official

4/11/2022

Date



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LOCATION / AUTHORIZED SELLER LISTINGS

N/A

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. ***If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.***

| Location/Authorized Seller Name | Contact Person | Contact Information (Mailing Address, Phone, Fax, Email) |
|---------------------------------|----------------|---|
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MANUFACTURER DEALER DESIGNATION

N/A

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* (*attach W-9)



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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

The Playwell Group, Inc. has been in business for over 33 years. It has a sister company that installations filter through for insurance purposes.

2. Describe Vendor's direct experience (not as a subcontractor) performing the Work proposed under this Contract. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Vendor's capabilities relative to this Contract.

Attached

3. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Attached



4. The Contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act) or other applicable law (for entities outside of Texas). If you are performing Work under the Contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the Contract?

We would utilize architectural or engineering services apart of the Buyboard CO-OP should it be required.

5. Describe the tasks and functions that can be completed by Vendor in-house without the use of a subcontractor or other third party.

The Playwell Group is capable of providing services and guidelines with any project. We work with exclusive manufacturers to make sure we provide the best product. Our Sister company, Playworks, Inc services the installation portion.

6. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.*) Attach additional pages if necessary.

see attached

7. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

The Playwell Group, Inc. & Playworks, Inc. have a \$250,000 - \$500,000 bonding capacity. Actual bond approvals are required with each contracted project. Our certificate of insurance coverage meets all requirements for each project for large cities & school districts. None of our officers have been a debtor party to a bankruptcy, receivership, or insolvency.



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8. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

NONE

9. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. Include any contract for which the surety was notified of a potential claim in regard to a payment or performance bond. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, notice to surety, failure to complete or deliver the work, or termination.

N/A

10. List all litigation or other legal proceedings (including arbitration proceedings and/or claims filed with a surety in regard to a payment or performance bond), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

N/A

11. Describe in detail the quality control system Vendor will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the Contract.

Attached



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12. If the Work will require Vendor to tender performance or payment bonds, provide the name of the bonding company or surety that will issue such bonds.

(505) 944-8418 Western Assurance (Rick Lackey)
3701 Paseo Del Norte NE
P.O. Box 94600
Albuquerque, NM 87199

13. Describe in detail all documented safety issues, if any, that have involved Vendor in the last three years related to the type of work contemplated under this Contract. Provide a three-year history of your firm's workers compensation experience modifier.

Experience Modifier is not applicable to The Playwell Group on the Workers Compensation policy because it is based off a 3 year ratio of premium for the State of Texas and ours is below the \$10K policy. NO safety issues.

Proposal Invitation Questionnaire

Proposal No. 679-22

Page 35 Question #2 – All these projects were completed within the last 5 years.

Project Name: Districtwide Playground Improvements-El Paso ISD

Scope of Work: Upgraded playground equipment and receptacles for various elementary schools. Removal and disposal of playground system. Provide site plans and specifications for new systems. Installation of new playground, shelters, and site furnishings. Project is granted warranty upon audit and completion.

Aoy Elementary – 901 South Campbell Street, El Paso, TX 79901: 1 New Playground for Ages 5-12 with 1 new shelter and ground surfacing.

Clendenin and Hart Elementary-2701 Harrison Avenue and 1110 Park Street, El Paso, TX 79901: 2 shelters and ground surfacing

MacArthur Elementary Intermediate School-8101 Whitus Drive, El Paso, TX 79925: 2 custom playgrounds for ages 2-5 and 5-12 with 2 metal shelters and site furnishings, such as benches and trash receptacles. Ground Surfacing for both schools.

Budget value at \$1,000,000.00. Each playground is ADA compliant, age-appropriate.

Project Contact Info: Manny Rivera, PE

Project Manager
El Paso Independent School District
Facilities and Construction Department
6531 Boeing Drive
El Paso, TX 79925
Main: (915) 230-2000
Direct: (915) 230-2143

Project Name: Katy ISD-District Wide

Scope of work: Demo and installation of new playground system with border timbers and engineered wood fiber. Provide plans and specifications for new system with warranty upon completion. All ADA compliant and age-appropriate.

Over 26 Elementary Schools – Budget Value at \$1.5 million

Project Contact Info: Mark Tiedt

Katy Independent School District
Facilities and Construction Department
6301 South Stadium Lane
Katy, TX 77494
Main: (81) 396-6000

Project Name: City of San Antonio-City Wide Parks

Scope of work: Demo and installation of new playground system, shades, and fitness equipment.
Provide plans and specifications for new system with warranty upon completion. All ADA compliant and age-appropriate.

Over 26 City Parks – Budget Value at \$900,000.00

Project Contact Info: Sandy Jenkins

City of San Antonio

Parks And Recreation Department

PO Box 839976

San Antonio, TX 78283

Main: (210) 207-2064

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Buyboard-Proposal Invitation Questionnaire-Question 3-PG.35

- ☐ Established - 1988 in Albuquerque, NM,
 - ☐ Owned By - Matisse Martinez, President and Jeff Popenoe, Vice President
- PlayWell Group, Inc. has been a very solid company for the past 33 years due to its professionalism and integrity when doing business with existing customers as well as new customers. We value a strong work ethic and take ownership to ensure customer satisfaction with all projects. We have a well-trained group of individuals whose priority is to deliver outstanding results with every project no matter how big or small. The staff is tenured and on standby for any assistance. Each member of our company is equipped with a broad knowledge in all type of playground equipment.
- Maria Powell – Business Manager – Will be your main point of contact for technical issues, project development, and product selection. maria@playwellgroup.com – 800-726-1816**
- James Robertson – Co-Owner – 2nd point of contact to Buyboard questions and solicitations. james@playwellgroup.com – 210-381-3467**

D/MWB / HUB Certified

- ☐ Texas Corporation
- ☐ Primary Markets - Schools, Local Park & Recreation, Apartments, Churches, Daycares, Military, State Parks, Head Starts
- ☐ Exclusively representing Playcraft Systems, Inc. and Icon Shelter Systems along many more
- ☐ Past Texas Recreation & Parks Society – Ex - Board Member, 7 years
- ☐ Territories – Texas, New Mexico, Oklahoma, Arkansas, and most recently added Colorado

Operational Offices-

Boerne, TX (San Antonio) - Customer Service/Support Center
203A State Highway 46 East
Boerne, TX 78006
Toll Free – 800-726-1816

Albuquerque, New Mexico
9430 San Mateo Blvd. NE, Unit G
Toll Free – 800-726-1816

Website – www.playwellgroup.com

Personnel-

- ☐ **Sales Consultant Team**

David Robertson, C.P.S.I. NE TX

James Robertson, C.P.S.I. Central Texas
Kerry Walsh, Southeast Texas, Houston
Carl Simmons C.P.S.I., Austin, Central Texas, Lea County, NM
Jeff Popenoe, C.P.S.I., North & Central New Mexico
Steven Janisch, Southeast Texas, Houston
Sara Partridge, ASLA, Austin, TX
Jeff Popenoe C.P.S.I., Lubbock, West Texas, Oklahoma Panhandle, Eastern New Mexico
James Robertson C.P.S.I., San Antonio, South Texas Rio Grande Valley
Amber Fitzgerald, Oklahoma City, Oklahoma
Rwandy Valdovinos, C.P.S.I., Southeast Texas
Frank Zamora, Dallas, TX
Jeff Popenoe, C.P.S.I., So. NM / El Paso County
Mitchell Wayman, C.P.S.I., Arkansas Area
Jason Gruwell, C.P.S.I., Colorado Area

☐ **Sales Support Team**

Pamela Johnston
Jodie Alamilla
Leonella Martinez
Carrie Chavez C.P.S.I., CAD Playground Design

☐ **Customer Service Team**

Maria Powell, Business Manager – **Buyboard Main Point of Contact**
Megan Dudley, Purchasing/ Parts / Warranty Service
Kaytlin Berry, Customer Service / Order Acknowledgements / Shipping

☐ **Additional Support Personnel**

Paul and Barb Gesner, Treasurer/Accounting – **Buyboard Point of Contact for Payment**

☐ **Executives –**

Matisse Martinez, President / Owner
Jeff Popenoe, Vice President / Owner
James Robertson, GM / Co-Owner – **2nd Point of Contact for any questions or solicitations**

Certified Installers Team-

Rex Playgrounds - Serving Oklahoma and Arkansas
John Walters, Owner

Evander Playscapes – serving all of Texas

Full Court Installers– serving the Valley

Wade Construction – Serving Southeast Texas
Aaron Marshal, Superintendent

Hansen & Prezzano – Serving New Mexico & El Paso County
Hep Prezzano, N.P.S.I., Partner
Brian Hansen, N.P.S.I., Partner

Groundbreakers, Inc. – Serving all of Colorado

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Buyboard Marketing Strategy-No. 679-22

The PlayWell Group, Inc has a long history of using multiple approaches to marketing the products and services provided by us, our manufacturers, and our purchasing partners. We will continue to do so to ensure the growth and progress we have enjoyed over the years. It is our intention to promote BUYBOARD as the preferred purchasing medium for eligible organizations.

Mailings – PlayWell and its core manufactures, mail catalogs to all of our publically funded customers on an annual basis, as well as many privately managed entities.

Special Mailings – Throughout the year targeted mailings to various customer markets with “BID FREE PRODUCTS” labels affixed to the front of the appropriate product catalog.

Trade Shows – PlayWell participates in approximately 70 trade shows across our territory every year. “BID FREE PRODUCTS” labels will be attached to catalogs handed out at these shows. The standard BUYBOARD information will be offered where the attendees can participate in the cooperatives purchasing advantages.

Sales Consultants – All 16 of our sales consultant identifies the end user process for purchasing to ensure awareness of benefits via BUYBOARD. We will continue to provide Buyboard contract information on all quotes/estimates where BUYBOARD is an option.

The PlayWell Group, Inc. is heavily involved with the Texas recreations and park society. Our Vice President is a TRAPS Board member and will publicize BUYBOARD advantages at all meetings and trade shows.

The PlayWell Group, Inc. intends to continue and expand its mutually rewarding association with BuyBoard Purchasing Cooperative. We cover the states of Texas, New Mexico, Arkansas, Oklahoma, and most recent Colorado. We look forward to extending BuyBoard Purchasing Cooperative advantages to our existing and new customers.

PlayWell

Arkansas - Colorado - New Mexico - Oklahoma - Texas

Page 37 – Question #11

Depending on contract requirements, we may retain the services of a third party independent inspector to review our work in accordance to the contract documents and specifications. Our trained sales professionals are CPSI Certified and will also provide oversight in the field to synthesize communication between the installation project managers and the end user. Clients are also given very detailed O&M manuals and contact information should they have a product failure or warranty issue. Additionally, we have a replacement and warranty person dedicated to the task of identifying and addressing product failure in the field. We keep extensive information/documents as to the product failures (which are extremely rare) and warranty events and tie all paperwork back to the initial order for a seamless paper trail.

All projects, upon completion are audited for safety and warranties and maintenance manuals are provided. Length of warranty is based on manufacturer.



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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: _____

The Playwell Group, Inc

Signature of Vendor Authorized Representative

Printed Name: _____

Maria Powell

Title: _____

Business Manager

Date: _____

4/11/2022

(For Cooperative Administrator Use Only)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____



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REQUIRED FORMS CHECKLIST

(Please check (✓) the following)

☒ Reviewed/Completed: **Proposer's Acceptance and Agreement**

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

- ☒ Reviewed/Completed: **Proposal Acknowledgements**
- ☒ Reviewed/Completed: **Felony Conviction Disclosure**
- ☒ Reviewed/Completed: **Resident/Nonresident Certification**
- ☒ Reviewed/Completed: **Debarment Certification**
- ☒ Reviewed/Completed: **Vendor Employment Certification**
- ☒ Reviewed/Completed: **No Boycott Verification**
- ☒ Reviewed/Completed: **No Excluded Nation or Foreign Terrorist Organization Certification**
- ☒ Reviewed/Completed: **Historically Underutilized Business Certification**
- ☒ Reviewed/Completed: **Acknowledgement of BuyBoard Technical Requirements**
- ☒ Reviewed/Completed: **Construction-Related Goods and Services Affirmation**
- ☒ Reviewed/Completed: **Deviation and Compliance**
- ☒ Reviewed/Completed: **Vendor Consent for Name Brand Use**
- ☒ Reviewed/Completed: **Confidential/Proprietary Information**
- ☒ Reviewed/Completed: **EDGAR Vendor Certification**
- ☒ Reviewed/Completed: **Compliance Forms Signature Page**

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

- ☒ Reviewed/Completed: **Vendor Business Name**
- ☒ Reviewed/Completed: **Vendor Contact Information** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **Federal and State/Purchasing Cooperative Experience**
- ☒ Reviewed/Completed: **Governmental References**
- ☒ Reviewed/Completed: **Company Profile**
- ☒ Reviewed/Completed: **Texas Regional Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **State Service Designation** (*complete in electronic proposal submission system*)
- ☒ Reviewed/Completed: **National Purchasing Cooperative Vendor Award Agreement** (*Vendors serving outside Texas only*)
- ☒ Reviewed/Completed: **Local/Authorized Seller Listings**
- ☒ Reviewed/Completed: **Manufacturer Dealer Designation**
- ☒ Reviewed/Completed: **Proposal Invitation Questionnaire**
- ☒ Reviewed/Completed: **Vendor Request to Self-Report BuyBoard Purchases** (*Optional*)
- ☒ Reviewed/Completed: **Proposal Specifications** *Discount (%) off Catalog/Pricelist and/or other required pricing information including Catalogs/Pricelists (or no bid response) and Manufacturer Authorization Letters must be submitted with the Proposal or the Proposal will not be considered.*



PROPOSAL SPECIFICATION SUMMARY

The categories and items specified for this Proposal Invitation are summarized below. For full Proposal Specifications, you must review and complete the Proposal Specification information in the electronic proposal submission system in accordance with the Instructions to Proposers (or, if submitting a hard copy Proposal, timely request and complete the Proposal Specification Form in accordance with the Instructions to Proposers).

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Section I: Park Equipment, Products, and Supplies

1. Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories.**
2. Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment.**
3. Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment).
4. Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories.**
5. Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products.**
6. Discount (%) off catalog/pricelist for **Park and Playground Bikes.**
7. Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations.**
8. Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories.**
9. Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories.**
10. Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories.**
11. Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment).
12. Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories.**
13. Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories.**
14. Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings).
15. Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories.**
16. Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics).
17. Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members).
18. Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories.**

Section II: Repair/Replacement Parts

19. Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products.**



PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate on **Items 20 and 22-32**.

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Section III: Installation and Repair Service for Park and Playground Equipment and Products -

- 20. Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products -**
Not to Exceed labor rate for Installation/Repair Service of Equipment and Products.
- 21. Discount (%) off from the Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).
- 22. Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 23. Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 24. Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 25. Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 26. Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 27. Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 28. Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 29. Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 30. Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 31. Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.
- 32. Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products -** Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

The Playwell Group, Inc. Information

Address: 4743 Iberia Avenue, Ste C
Dallas, TX 75207
Phone: (800) 726-1816
Fax: (800) 560-9150
Toll Free: (800) 726-1816
Web Address: www.playwellgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Maria Powell

Signature

Submitted at 4/28/2022 3:33:19 PM

maria@playwellgroup.com

Email

Requested Attachments

BuyBoard Proposal Invitation No. 679-22 Parks and Recreation Equipment, Products, and Installation Services

Buyboard Proposal No. 679.22-Complete.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. NOTICE: DO NOT complete proposal forms in internet browser. No data will be stored. Download file to computer and complete proposal forms prior to submitting. (Please DO NOT password protect uploaded files.)

Company Profile

Company Profile-Buyboard 679-22.docx

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification

W9 Form.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist

Co-Op Pricing-2022.pdf

REQUIRED-In Excel or PDF format, upload catalog(s)/pricelist(s) in accordance with proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 250MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed

No response

In PDF format and if necessary, vendor shall attach detailed information regarding exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Manufacturer Authorization Letter(s)

Manufacturer Authorization Letter.pdf

REQUIRED - Upload Manufacturer Authorization Letter(s) in PDF format. Manufacturers responding to this proposal invitation, in lieu of an authorization letter, must submit a response on company letterhead explaining that the company is a manufacturer of products proposed. Dealers responding to this Proposal Invitation should submit an approval letter from each manufacturer or a response on company letterhead explaining that the company is not required to submit an authorization letter.

Response Attachments

Playworks W9.pdf

Playworks W9 Form

ACORD Form 20220406-084629.pdf

COI

Playworks Buyboard Pricing.pdf

Playworks - Installation Pricing

Most Dependable Fountains.pdf

Most Dependable Fountains

Barks and Rec Price Sheet .pdf

Barks and Rec Price List

2022 - Cedar Forest Products.pdf

Cedar Forest

Modern Shade.pdf

Modern Shade

List of Manufacturers with Price Lists.xlsx

2022- Manufacturer List

Buyboard Marketing Strategy-679-22.docx

Marketing Strategy

Company Profile-Buyboard.docx

Company Profile

Manufacturer Authorization Letter.pdf

Manufacturer Letter

Zeager 2022 MSRP Pricing - Playwell.pdf

Zeager Pricing

Bid Attributes

| | |
|---|---|
| 1 | Federal Identification Number Federal Identification Number <div>75-2658108</div> |
| 2 | HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification |

3 No Israel Boycott Certification

A Texas governmental entity may not enter into a contract with a value of \$100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

4 No Excluded Nation or Foreign Terrorist Organization Certification

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

5 MWBE/HUB Status Certification

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form.

I certify that my company has been certified as a MWBE/HUB in the following categories: *(Please check all that apply)*

6 Minority Owned Business

Minority Owned Business

☒ Minority Owned Business (Yes)

7 Women Owned Business

Women Owned Business

☒ Women Owned Business (Yes)

8 Service-Disabled Veteran Owned Business

Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)

☐ Service-Disabled Veteran Owned Business (Yes)

| | |
|-----------|---|
| 9 | Certification Number Certification Number <input style="width: 90%;" type="text" value="1752658108100"/> |
| 10 | Name of Certifying Agency Certifying Agency <input style="width: 90%;" type="text" value="HUB"/> |
| 11 | Non-MWBE/HUB My company has NOT been certified as a MWBE/HUB <input type="checkbox"/> <i>Non-HUB (Yes)</i> |
| 12 | Vendor General Contact Information Proposal/Contract General Contact Information |
| 13 | Vendor Proposal/Contract Contact Name Vendor Proposal/Contract Contact Name <input style="width: 90%;" type="text" value="Maria Powell"/> |
| 14 | Vendor Proposal/Contract Contact E-mail Address Vendor Proposal/Contract Contact E-mail Address <input style="width: 90%;" type="text" value="maria@playwellgroup.com"/> |
| 15 | Vendor Proposal/Contract Mailing Address Vendor Proposal/Contract Mailing Address <input style="width: 90%;" type="text" value="203A State Highway 46 East"/> |
| 16 | Vendor Proposal/Contract Mailing Address - City Vendor Proposal/Contract Mailing Address - City <input style="width: 90%;" type="text" value="Boerne"/> |
| 17 | Vendor Proposal/Contract Mailing Address - State Vendor Proposal/Contract Mailing Address - State (Abbreviate State Name) <input style="width: 90%;" type="text" value="Tex"/> |
| 18 | Vendor Proposal/Contract Mailing Address - Zip Code Vendor Proposal/Contract Mailing Address - Zip Code <input style="width: 90%;" type="text" value="78006"/> |
| 19 | Vendor Proposal/Contract Phone Number Vendor Proposal/Contract Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="800-726-1816"/> |
| 20 | Vendor Proposal/Contract Extension Number Vendor Proposal/Contract Extension Number <input style="width: 90%;" type="text" value="No response"/> |

| | |
|----------------------|--|
| 2 1 | Company Website Company Website (www.XXXXX.com) <input style="width: 90%;" type="text" value="www.playwellgroup.com"/> |
| 2 2 | Purchase Orders Contact Information All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. Please select options below for receipt of Purchase Orders and provide the requested information: <ul style="list-style-type: none"> • I will use the internet to receive Purchase Orders at the following address <div style="border: 1px solid black; padding: 2px; width: 100px; margin-top: 10px;">Yes</div> |
| 2 3 | Purchase Order E-mail Address Purchase Order E-mail Address <input style="width: 90%;" type="text" value="maria@playwellgroup.com"/> |
| 2 4 | Purchase Order Contact Name Purchase Order Contact Name <input style="width: 90%;" type="text" value="Maria Powell"/> |
| 2 5 | Purchase Order Contact Phone Number Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="800-726-1816"/> |
| 2 6 | Purchase Order Contact Extension Number Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/> |
| 2 7 | Alternate Purchase Order E-mail Address Alternate Purchase Order E-mail Address <input style="width: 90%;" type="text" value="james@playwellgroup.com"/> |
| 2 8 | Alternate Purchase Order Contact Name Alternate Purchase Order Contact Name <input style="width: 90%;" type="text" value="James Robertson"/> |
| 2 9 | Alternate Purchase Order Contact Phone Number Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="210-381-3467"/> |
| 3 0 | Alternate Purchase Order Contact Extension Number Alternate Purchase Order Contact Extension Number <input style="width: 90%;" type="text" value="No response"/> |

3
1**Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

3
2**Request for Quotes (RFQ)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

3
3**Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

3
4**Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

3
5**Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

3
6**Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

3
7**Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

3
8**Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

3
9**Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

4
0**Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

4
1**Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.**

4
2**Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

4
3**Invoice Company Name**

Invoice Company Name

The Playwell Group, Inc.

4
4**Invoice Company Department Name**

Invoice Company Department Name

Accounting Department

4
5**Invoice Contact Name**

Invoice Contact Name

Barbara Gesner

4
6**Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

203A State Highway 46 East

4
7**Invoice Mailing Address - City**

Invoice Mailing Address - City

Boerne

4
8**Invoice Mailing Address - State**

Invoice Mailing Address - State (Abbreviate State Name)

TX

4
9**Invoice Mailing Address - Zip Code**

Invoice Mailing Address (Zip Code)

78006

| | |
|----|---|
| 50 | Invoice Contact Phone Number Invoice Contact Phone Number (xxx-xxx-xxxx) <input type="text" value="800-726-1816"/> |
| 51 | Invoice Contact Extension Number Invoice Contact Extension Number <input type="text" value="No response"/> |
| 52 | Invoice Contact Fax Number Invoice Contact Fax Number (xxx-xxx-xxxx) <input type="text" value="No response"/> |
| 53 | Invoice Contact E-mail Address Invoice Contact E-mail <input type="text" value="barbara@playwellgroup.com"/> |
| 54 | Invoice Contact Alternate E-mail Address Invoice Contact Alternate E-mail Address <input type="text" value="No response"/> |
| 55 | Billing Agent Company Name Billing Agent Company Name <input type="text" value="No response"/> |
| 56 | Billing Agent Department Name Billing Agent Department Name <input type="text" value="No response"/> |
| 57 | Billing Agent Contact Name Billing Agent Contact Name <input type="text" value="No response"/> |
| 58 | Billing Agent Mailing Address Billing Agent Mailing Address (P.O. Box or Street Address) <input type="text" value="No response"/> |
| 59 | Billing Agent Mailing Address - City Billing Agent Mailing Address - City <input type="text" value="No response"/> |
| 60 | Billing Agent Mailing Address - State Billing Agent Mailing Address - State (Abbreviate State Name) <input type="text" value="No response"/> |
| 61 | Billing Agent Mailing Address - Zip Code Billing Agent Mailing Address - Zip Code <input type="text" value="203A State Highway 46 E 78006"/> |

| | |
|----------------|---|
| 6 2 | Billing Agent Contact Phone Number Billing Agent Contact Phone Number (xxx-xxx-xxxx) <input style="width: 90%;" type="text" value="210-381-3467"/> |
| 6 3 | Billing Agent Contact Extension Number Billing Agent Contact Extension Number <input style="width: 90%;" type="text" value="No response"/> |
| 6 4 | Billing Agent Fax Number Billing Agent Fax Number <input style="width: 90%;" type="text" value="No response"/> |
| 6 5 | Billing Agent Contact E-mail Address Billing Agent Contact E-mail Address <input style="width: 90%;" type="text" value="No response"/> |
| 6 6 | Billing Agent Alternative E-mail Address Billing Agent Alternative E-mail Address <input style="width: 90%;" type="text" value="No response"/> |
| 6 7 | Shipping Via Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other <input style="width: 80%;" type="text" value="Common Carrier"/> |
| 6 8 | Payment Terms <i>Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).</i> <input style="width: 90%;" type="text" value="Net 30"/> |
| 6 9 | Vendor's Internal/Assigned Reference/Quote Number Vendor's Internal/Assigned Reference/Quote Number <input style="width: 90%;" type="text" value="No response"/> |
| 7 0 | State or Attach Return Policy Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. <input style="width: 90%;" type="text" value="Attached"/> |
| 7 1 | Electronic Payments Are electronic payments acceptable to your company? <input style="width: 100px;" type="text" value="Yes"/> |
| 7 2 | Credit Card Payments Are credit card payments acceptable to your company? <input style="width: 100px;" type="text" value="Yes"/> |

7
3**Texas Regional Service Designation****Texas Regional Service Designation - Refer to Form in Proposal Invitation**

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

7
4**Company Name**

Company Name

The PlayWell Group, Inc.

7
5**Texas Regional Service Designation**

Select only one of the following options. If you select "**I will NOT serve all Regions of Texas**", you must then check the individual Regions you wish to serve.

All Regions

7
6**Region 1**

Region 1 - Edinburg

☐ Region 1 (1)7
7**Region 2**

Region 2 - Corpus Christi

☐ Region 2 (2)7
8**Region 3**

Region 3 - Victoria

☐ Region 3 (3)7
9**Region 4**

Region 4 - Houston

☐ Region 4 (4)8
0**Region 5**

Region 5 - Beaumont

☐ Region 5 (5)8
1**Region 6**

Region 6 - Huntsville

☐ Region 6 (6)8
2**Region 7**

Region 7 - Kilgore

☐ Region 7 (7)

| | |
|----|--|
| 83 | Region 8 Region 8 - Mount Pleasant <input type="checkbox"/> <i>Region 8 (8)</i> |
| 84 | Region 9 Region 9 - Wichita Falls <input type="checkbox"/> <i>Region 9 (9)</i> |
| 85 | Region 10 Region 10 - Richardson <input type="checkbox"/> <i>Region 10 (10)</i> |
| 86 | Region 11 Region 11 - Fort Worth <input type="checkbox"/> <i>Region 11 (11)</i> |
| 87 | Region 12 Region 12 - Waco <input type="checkbox"/> <i>Region 12 (12)</i> |
| 88 | Region 13 Region 13 - Austin <input type="checkbox"/> <i>Region 13 (13)</i> |
| 89 | Region 14 Region 14 - Abilene <input type="checkbox"/> <i>Region 14 (14)</i> |
| 90 | Region 15 Region 15 - San Angelo <input type="checkbox"/> <i>Region 15 (15)</i> |
| 91 | Region 16 Region 16 - Amarillo <input type="checkbox"/> <i>Region 16 (16)</i> |
| 92 | Region 17 Region 17 - Lubbock <input type="checkbox"/> <i>Region 17 (17)</i> |
| 93 | Region 18 Region 18 - Midland <input type="checkbox"/> <i>Region 18 (18)</i> |
| 94 | Region 19 Region 19 - El Paso <input type="checkbox"/> <i>Region 19 (19)</i> |

| | |
|-------------|--|
| 9 5 | Region 20 Region 20 - San Antonio <input type="checkbox"/> <i>Region 20 (20)</i> |
| 9 6 | State Service Designation State Service Designation - Refer to Form in Proposal Invitation. <p>As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. <i>(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.) In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.</i></p> <p>If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. <i>By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.</i></p> |
| 9 7 | Company Name Company Name <div style="border: 1px solid black; padding: 2px;">The PlayWell Group, Inc.</div> |
| 9 8 | State Service Designation Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve. <div style="border: 1px solid black; padding: 2px;">I will not serve all states in the United States</div> |
| 9 9 | Alabama Alabama <input type="checkbox"/> <i>Alabama (AL)</i> |
| 1 0 0 | Alaska Alaska <input type="checkbox"/> <i>Alaska (AK)</i> |
| 1 0 1 | Arizona Arizona <input type="checkbox"/> <i>Arizona (AZ)</i> |
| 1 0 2 | Arkansas Arkansas <input checked="" type="checkbox"/> <i>Arkansas (AR)</i> |
| 1 0 3 | California California (Public Contract Code 20118 & 20652) <input type="checkbox"/> <i>California (CA)</i> |

| | |
|-----|---|
| 104 | Colorado Colorado <input checked="" type="checkbox"/> Colorado (CO) |
| 105 | Connecticut Connecticut <input type="checkbox"/> Connecticut (CT) |
| 106 | Delaware Delaware <input type="checkbox"/> Delaware (DE) |
| 107 | District of Columbia District of Columbia <input type="checkbox"/> District of Columbia (DC) |
| 108 | Florida Florida <input type="checkbox"/> Florida (FL) |
| 109 | Georgia Georgia <input type="checkbox"/> Georgia (GA) |
| 110 | Hawaii Hawaii <input type="checkbox"/> Hawaii (HI) |
| 111 | Idaho Idaho <input type="checkbox"/> Idaho (ID) |
| 112 | Illinois Illinois <input type="checkbox"/> Illinois (IL) |
| 113 | Indiana Indiana <input type="checkbox"/> Indiana (IN) |
| 114 | Iowa Iowa <input type="checkbox"/> Iowa (IA) |
| 115 | Kansas Kansas <input type="checkbox"/> Kansas (KS) |

| | |
|-------------|---|
| 1 1 6 | Kentucky Kentucky <input type="checkbox"/> <i>Kentucky (KY)</i> |
| 1 1 7 | Louisiana Louisiana <input type="checkbox"/> <i>Louisiana (LA)</i> |
| 1 1 8 | Maine Maine <input type="checkbox"/> <i>Maine (ME)</i> |
| 1 1 9 | Maryland Maryland <input type="checkbox"/> <i>Maryland (ME)</i> |
| 1 2 0 | Massachusetts Massachusetts <input type="checkbox"/> <i>Massachusetts (MA)</i> |
| 1 2 1 | Michigan Michigan <input type="checkbox"/> <i>Michigan (MI)</i> |
| 1 2 2 | Minnesota Minnesota <input type="checkbox"/> <i>Minnesota (MN)</i> |
| 1 2 3 | Mississippi Mississippi <input type="checkbox"/> <i>Mississippi (MS)</i> |
| 1 2 4 | Missouri Missouri <input type="checkbox"/> <i>Missouri (MO)</i> |
| 1 2 5 | Montana Montana <input type="checkbox"/> <i>Montana (MT)</i> |
| 1 2 6 | Nebraska Nebraska <input type="checkbox"/> <i>Nebraska (NE)</i> |
| 1 2 7 | Nevada Nevada <input type="checkbox"/> <i>Nevada (NV)</i> |

| | |
|-------------|--|
| 1 2 8 | New Hampshire New Hampshire <input type="checkbox"/> <i>New Hampshire (NH)</i> |
| 1 2 9 | New Jersey New Jersey <input type="checkbox"/> <i>New Jersey (NJ)</i> |
| 1 3 0 | New Mexico New Mexico <input checked="" type="checkbox"/> <i>New Mexico (NM)</i> |
| 1 3 1 | New York New York <input type="checkbox"/> <i>New York (NY)</i> |
| 1 3 2 | North Carolina North Carolina <input type="checkbox"/> <i>North Carolina (NC)</i> |
| 1 3 3 | North Dakota North Dakota <input type="checkbox"/> <i>North Dakota (ND)</i> |
| 1 3 4 | Ohio Ohio <input type="checkbox"/> <i>Ohio (OH)</i> |
| 1 3 5 | Oklahoma Oklahoma <input checked="" type="checkbox"/> <i>Oklahoma (OK)</i> |
| 1 3 6 | Oregon Oregon <input type="checkbox"/> <i>Oregon (OR)</i> |
| 1 3 7 | Pennsylvania Pennsylvania <input type="checkbox"/> <i>Pennsylvania (PA)</i> |
| 1 3 8 | Rhode Island Rhode Island <input type="checkbox"/> <i>Rhode Island (RI)</i> |
| 1 3 9 | South Carolina South Carolina <input type="checkbox"/> <i>South Carolina (SC)</i> |

| | |
|-------------|---|
| 1 4 0 | South Dakota South Dakota <input type="checkbox"/> <i>South Dakota (SD)</i> |
| 1 4 1 | Tennessee Tennessee <input type="checkbox"/> <i>Tennessee (TN)</i> |
| 1 4 2 | Texas Texas <input checked="" type="checkbox"/> Texas (TX) |
| 1 4 3 | Utah Utah <input type="checkbox"/> <i>Utah (UT)</i> |
| 1 4 4 | Vermont Vermont <input type="checkbox"/> <i>Vermont (VT)</i> |
| 1 4 5 | Virginia Virginia <input type="checkbox"/> <i>Virginia (VA)</i> |
| 1 4 6 | Washington Washington <input type="checkbox"/> <i>Washington (WA)</i> |
| 1 4 7 | West Virginia West Virginia <input type="checkbox"/> <i>West Virginia (WV)</i> |
| 1 4 8 | Wisconsin Wisconsin <input type="checkbox"/> <i>Wisconsin (WI)</i> |
| 1 4 9 | Wyoming Wyoming <input type="checkbox"/> <i>Wyoming (WY)</i> |

Bid Lines

1 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Equipment, Attachments, and Accessories**.
Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Playcraft Systems

2 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Sports Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

3 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Amenities** (tables, benches, trash litter receptacles and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

4 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Drinking Fountains, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

5 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Safety Surfacing Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

6 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Bikes**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

7 Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Park and Playground Animal Washing Stations**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Ultrasite, Barks and Rec

8 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Aquatic Playground and Pool Equipment, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

9 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Skate Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

10 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Water Park Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Splash Pads by Nirbo

1
1 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Lake, River and Waterway Equipment** (dock floats, decking, waterway barriers, buoys, markers, and similar related equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
2 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Shade Canopies and Structures, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
3 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Fabric Buildings (Prefabricated) and Structures** (for use with multipurpose events, sports, storage, and similar related building use), **Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1
4

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Portable Restrooms, Prefabricated Portable Park Buildings and Shelters** (picnic shelters, cabins, pavilions, and similar related portable buildings). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

ICON, Cedar Forest

15 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Bleacher and Seating Systems, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

NRS

1
6 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **Outdoor Barrier Netting Products** (fence screens, windscreens and graphics, bleacher screen and graphics). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

NRS

1
7

Section I: Park Equipment, Products, and Supplies

Discount (%) off catalog/pricelist for **Fireworks Display Services** (services shall include the products, labor, licenses and resources necessary to coordinate and perform such displays for Cooperative members). **Catalog/Pricelist MUST be included or proposal will not be considered.**

No Bid

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1
8 **Section I: Park Equipment, Products, and Supplies**

Discount (%) off catalog/pricelist for **All Other Parks and Recreation Equipment/Products, Attachments, and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Section II: Repair/Replacement Parts

Discount (%) off catalog/pricelist for **Repair/Replacement Parts for Parks and Recreation Equipment and Products**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total: 5%

Item Notes:

PROPOSAL NOTE 1: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response, or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

PROPOSAL NOTE 2: Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

Item Attributes**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

All Manufacturers

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Park and Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$125.00 Total: \$125.00

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
1**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Discount (%) off from the **Installation Rate ONLY of Park and Playground Equipment and Products** (for labor as a percent (%) of the total cost of equipment/products to be installed).

Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
2**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Aquatic Playground Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
3**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Skate Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
4**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Water Park Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
5**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Lake, River and Waterway Equipment - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

2
6**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Shade Canopies, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

27

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Fabric Buildings (Prefabricated) and Structures, Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

28

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Portable Restrooms, Prefabricated Park Buildings and Shelters - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

29

Section III: Installation and Repair Service for Park and Playground Equipment and Products

Hourly Labor Rate for Installation/Repair Service of Outdoor Bleachers and Seating Systems - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
0**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Outdoor Barrier Netting Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate

No Bid

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
1**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of Natural Grass Turf Removal, Tilling or Grading related to Parks and Recreation - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

3
2**Section III: Installation and Repair Service for Park and Playground Equipment and Products**

Hourly Labor Rate for Installation/Repair Service of All Other Park and Recreation Related Equipment and Products - Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: Total:

Item Notes:

PROPOSAL NOTE 3: Vendors charging for installation and repair on an hourly basis must provide the not to exceed hourly labor rate in **Item 20 and 22-32.**

-

Vendors charging for installation as a percentage of the total cost of equipment/products must complete **Item 21** and provide both Vendor's detailed installation rate and the proposed percent discount off Vendor's installation rate.

Response Total: \$1,250.00

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Playworks, Inc. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions. 203A State Highway 46 East | Requester's name and address (optional) |
| 6 City, state, and ZIP code Boerne, TX 78006 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

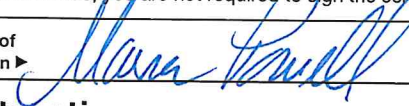
| | | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|--|
| Social security number | | | | | | | | | | |
| | | | - | | | | - | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| 7 | 5 | - | 2 | 6 | 4 | 0 | 0 | 2 | 9 | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|-----------|--|-----------------|
| Sign Here | Signature of U.S. person ►  | Date ► 1/3/2022 |
|-----------|--|-----------------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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.

The PlayWell Group, Inc.
Boerne, TX United States

Certificate Number:
2022-942287

Date Filed:
10/07/2022

Date Acknowledged:

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

City of Burleson

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

100722

Specializing in custom playgrounds, park shelters and shades

| 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 Maria Powell, and my date of birth is [REDACTED].

My address is 203A State Hwy 46E, Boerne, TX, 78006, US.
(street) (city) (state) (zip code) (country)

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

Executed in Kendall County, State of Texas, on the 7 day of Oct., 2022.
(month) (year)

Maria Powell

Signature of authorized agent of contracting business entity
(Declarant)