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

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

1. CALL TO ORDER

Invocation - Bob Massey, Retired Pastor and Secretary of the Burleson Christian Ministerial Alliance

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

- Receive a report to recognize the selected Employee of the Quarter for the 4th Quarter of 2024 and the Employee of the Year for 2024. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)

C. Community Interest Items

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

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

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

4. CITIZENS APPEARANCES

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

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

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

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

5. CONSENT AGENDA

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

- A. Consider approval of the minutes from the December 9, 2024 regular council meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)
- B. Consider and take possible action of an ordinance designating an approximately 7-acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as "Tax Abatement Reinvestment Zone Number 010, City of Burleson" under Chapter 312 of the Texas Tax Code. (*Final Reading*) (*Staff Contact: Alex Phillips, Director of Economic Development*)
- C. Consider and take possible action on a contract for the purchase of eight outdoor warning sirens, Commander One software, and annual maintenance with two one-year optional administrative renewals from Joe Goddard, LLC through a cooperative purchasing agreement with the City of Denton in the amount of \$353,415.35. (*Staff Contact: Joe Laster, Emergency Operations Manager*)
- D. Consider and take possible action of an ordinance appointing Terri Wilson for a two-year term ending December 31, 2026 to serve as Associate Judge for the City of Burleson. (*Final Reading*) (*Staff Contact: Amanda Campos, City Secretary*)
- E. Consider and take possible action of a resolution supporting grant funding from the Office of the Governor, State of Texas, for a full-time victims' assistance coordinator and execute the *CEO/Law Enforcement Certifications and Assurances* form. (*Staff Contact: Wes Routson, Support Bureau Captain*).
- F. Consider and take possible action of an interlocal agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit (SCU) with the County of Johnson and the participating cities of Alvarado, Burleson, Cleburne, and Joshua. (*Staff Contact: Billy Cordell, Chief of Police*)

- G. Consider and take possible action of a Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$350,000.00. (Staff Contact: Errick Thompson, Director of Public Works)
- H. Consider and take possible action on a settlement and release agreement with Mark Eder. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)
- I. Consider and take possible action on a settlement and release agreement with Demetria Wiley. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)
- J. Consider and take possible action on a resolution approving a settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with retailer Kroger and authorizing the City Manager to execute all necessary documents in connection with the same. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)
- K. Consider and take possible action on a construction contract with Northstar Construction LLC for Sidewalk Program FY23 at Pleasant Manor Ave in the amount of \$72,593.00. (ST2360) (Staff Presenter: Eric Oscarson, Deputy City Manager)
- L. Consider and take possible action on a contract amendment with Tyler Technologies for maintenance and support of their Incode software for 3 years in the amount of \$125,594. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

6. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction regarding proposed fees and service changes associated with the solid waste program. (Staff Contact: Richard Abernethy, Administrative Services Director)

7. GENERAL

- A. Consider and take possible action of a professional service contract with Freese and Nichols, Inc. for the development and analysis of a street maintenance fee. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)
- B. Consider and take possible action of a professional service contract with Freese and Nichols, Inc. for the development and analysis of a stormwater utility fee. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)
- C. Consider and take possible action of a 12-month sole source purchasing agreement with Asterra USA for water and wastewater leak detection in the amount of \$73,500.00. (Staff Contact: Errick Thompson, Director of Public Works)

8. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

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

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

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

- Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two dated on or about December 14, 2020, between the city of Burleson, the Burleson 4A Economic Development Corporation, the Tax Increment Financing Reinvestment Zone Number Two, and BTX Old Town, LLC

- Interlocal Agreement with Johnson County regarding the jurisdiction of plat approval in the City's extraterritorial jurisdiction dated on or about November 15, 2019

- Petition for Water Service and Sanitary Sewer Service for the proposed Southard Farms Municipal Utility District No. 2 of Johnson County, being 284.317 acres in the extraterritorial jurisdiction of the City of Burleson

- Resolution R-1162-09, Policy for Naming Municipal Property, including City facilities, real property, and streets

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

- Certain parcels of real property for the expansion of the intersection of Alsbury Boulevard and SW Hulen St in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

- 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

- Certain parcels of real property necessary for a 12" waterline extension to the Mountain Valley Lakes Subdivision generally near such subdivision in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

- Certain parcels of real property necessary for drainage and water detention on and around County Road 1019 near its intersection with FM 1902 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

- Certain parcel of real property being commonly known as 113 S Wilson St, 106 S Wilson St, 116 W Ellison St, and 114 W Ellison St in Burleson, Johnson County, Texas

- Certain parcel of real property being an approximately ninety-acre tract of real property commonly known as 295 E Hidden Creek Pkwy and 555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas

- Certain parcel of real property being commonly known as 2140 SW Hulen Street in Burleson, Johnson County, Texas

- Certain parcel of real property being commonly known as 2270 SW Hulen Street in Burleson, Johnson County, Texas

- Certain parcel of real property being commonly known as 1303 SW Alsbury Blvd in Burleson, Johnson County, Texas

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

- Project Mario Brothers
- Project Birdie
- Project Jump
- Project Facelift

11. **ADJOURN**

CERTIFICATE

I hereby certify that the above agenda was posted on this the 31st of December 2024, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Monica Solko, Deputy City Secretary
MEETING: January 6, 2025

SUBJECT:

Consider approval of the minutes from the December 9, 2024 regular council meeting. (*Staff contact: Monica Solko, Deputy City Secretary*)

SUMMARY:

The City Council duly and legally met on December 9, 2024 for a regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Monica Solko, TRMC
Deputy City Secretary
msolko@burlesontx.com
817-426-9682

**BURLESON CITY COUNCIL REGULAR MEETING
DECEMBER 9, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson

Chris Fletcher
Larry Scott
Dan McClendon
Adam Russell

Staff present

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

COUNCIL ABSENT:

Alexa Boedeker

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:34 p.m.**

Invocation – Frank Pace, Minister of Wings of Hope

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- Council is looking forward to the new year.
- Great turnout at Santa's breakfast. Thank you to all the volunteers and the Parks Department for all their hard work on the event.

- Thank you to staff and all the volunteers that helped make Christmas at the Library so special. It was well attended and the children loved all the fun activities.
- Thank you to the volunteers from Police, Fire, and Public Works for their help and participation at the Christmas parade.
- Reminder to join us for the annual tree lighting/drone show at 6 p.m. in the Plaza.

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn

- Item 8A withdrawn.

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

- Add 9A, 9B and 9D to the consent agenda.

4. **CITIZEN APPEARANCES**

The following came forward with concerns regarding road changes that will affect CR 1020 and requested the city consider reducing the planned width from 120 feet to 90 feet:

- Patti Pace, 10321 CR 1020.
- Rebecca Fisher, 10305 CR 1020.
- Cassidy Chatman, 10413 CR 1020.
- Frank Pace, 10321 CR 1020.

5. **CONSENT AGENDA**

A. Minutes from the November 18, 2024 regular council meeting and the November 19, 2024 special council meeting. (Staff Contact: Monica Solko, Deputy City Secretary)

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

Motion passed 6-0, with Alexa Boedeker absent.

B. CSO#5679-12-2024, minute order ratifying the Burleson 4A Economic Development Board's action on an amendment to the professional services contract CSO#5045-03-2023 for \$120,277.00 with Kimley-Horn and Associates, Inc. for a total contract amount of \$1,211,192.00 for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway. (Staff Contact: Michelle McCullough, City Engineer)

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

Motion passed 6-0, with Alexa Boedeker absent.

C. CSO#5680-12-2024, amendment to the professional services contract CSO#5045-03-2023 for \$120,277.00 with Kimley-Horn and Associates, Inc. for a total contract amount of \$1,211,192.00 for the design of the extension of

Lakewood Drive from FM 1902 to Chisholm Trail Parkway. (Staff Contact: Michelle McCullough, City Engineer)

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

Motion passed 6-0, with Alexa Boedeker absent.

- D. CSO#5681-12-2024, minute order ratifying the 4A Economic Development Board's action taken on the Performance Agreement between the Burleson 4A Economic Development Corporation and the Bethesda Water Supply for infrastructure to support industrial development in the City of Burleson, Texas. (Staff Contact: Alex Philips, Economic Development)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- E. CSO#5682-12-2024, resolution authorizing sponsorship of proposed public events for calendar year 2025 in accordance to Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- F. CSO#5683-12-2024, resolution authorizing street closures for the upcoming Honey Tour community event. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- G. CSO#5684-12-2024, cooperative purchasing agreement with Stripe-A-Zone, LLC through Inter-local Purchasing Agreement with the City of Grand Prairie for pavement marking services in the amount of \$205,000. (Staff Contact: Errick Thompson, Director of Public Works)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- H. CSO#5685-12-2024, minute order authorizing the City Manager to implement accessibility improvements to Cedar Ridge Park in the vicinity of Cumberland Drive and Canyon Cove Drive with an estimated cost of \$16,500, in accordance**

with Council Policy 17. (Staff Contact: Errick Thompson, Director of Public Works)

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

Motion passed 6-0, with Alexa Boedeker absent.

- I. CSO#5686-12-2024, minute order authorizing the City Manager to modify pavement markings and signage along S. Warren Street Pavement Marking and Signage Improvements with Enhanced Trail and Shared Use Path Connections at an estimated cost of \$8,500, in accordance with Council Policy 17. (Staff Contact: Errick Thompson, Director of Public Works)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- J. Ordinance appointing Terri Wilson for a two-year term ending December 31, 2026 to serve as Associate Judge for the City of Burleson. (First Reading) (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- K. CSO#5687-12-2024, approval of a Union Pacific Railroad (UPRR) permit agreement for modifications to the Commerce Street/UPRR crossing and associated funding in the amount of \$72,186 in association with the Neighborhood Street Rebuilds FY22 project (ST2250). (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- L. CSO#5688-12-2024, professional services agreement with Kimley-Horn and Associates, Inc. for \$70,000 to evaluate Alsbury Blvd. from FM 731 to the Union Pacific railroad crossing west of IH-35W. (Staff Contact: Michelle McCullough, City Engineer)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- M. CSO#5689-12-2024, professional services agreement with Kimley-Horn and Associates, Inc. for \$60,000.00 to evaluate alignment options for Lakewood**

Drive from County Road 1020 to County Road 1021. (Staff Contact: Michelle McCullough, City Engineer)

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

Motion passed 6-0, with Alexa Boedeker absent.

- N. CSO#5690-12-2024, resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- O. CSO#5691-12-2024, resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool). (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- P. CSO#5692-12-2024, professional services agreement with Garver, LLC for design of two 8-inch water lines crossing County Road 715 in the amount of \$126,727. (WA2403)(Staff Contact: Eric Oscarson, Deputy City Manager)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- Q. CSO#5693-12-2024, contract with Pyro Shows of TX procured through RFP #2024-024 for 4th of July Fireworks with two optional administrative one-year renewals at a total price of \$134,229. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 6-0, with Alexa Boedeker absent.

- R. **CSO#5694-12-2024**, minute order excusing council member place 4 Larry Scott's absence from the January 6, 2025, January 21, 2025, and February 3, 2025 regular council meetings and the January 22, 2025 council committee meeting. *(Staff Contact: Amanda Campos, City Secretary)*

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

Motion passed 6-0, with Alexa Boedeker absent.

9. **GENERAL – ADDED TO CONSENT**

- A. **CSO#5700-12-2024**, resolution authorizing an advanced funding agreement with the state of Texas for Green Ribbon improvements along Northwest John Jones Blvd in the amount of \$400,000. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

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

Motion passed 6-0, with Alexa Boedeker absent.

- B. **CSO#5701-12-2024**, professional services agreement with Kimley-Horn for the design of Green Ribbon improvements along Northwest John Jones in the amount of \$90,000. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

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

Motion passed 6-0, with Alexa Boedeker absent.

- D. **CSO#5703-12-2024**, amendment authorizing \$391,199.00 in funding with Symetra (CSO #5320-12-2023) for life and long-term disability plans for benefit plan year 2025. *(Staff Contact: Cheryl Marthiljohni, Director of Human Resources)*

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

Motion passed 6-0, with Alexa Boedeker absent.

6. **RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

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

-Case 3:23-CV-00948-K, *Mark Eder v. City of Burleson* in the U.S. District Court, Northern District of Texas, Dallas Division.

Motion was made by Victoria Johnson and seconded by Dan McClendon to convene into executive session. **Time: 5:52 p.m.**

Motion passed 6-0, with Alexa Boedeker absent.

Motion was made by Dan McClendon and seconded by Victoria Johnson to reconvene into open session. **Time: 6:35 p.m.**

Motion passed 6-0, with Alexa Boedeker absent.

7. ECONOMIC DEVELOPMENT

- A. Ordinance designating an approximately 7-acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as “Tax Abatement Reinvestment Zone Number 010, City of Burleson” under Chapter 312 of the Texas Tax Code. (*First Reading*) (Staff Contact: Alex Philips, Director of Economic Development)**

Alex Philips, Director of Economic Development, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:38 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:39 p.m.**

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

Motion passed 6-0, with Alexa Boedeker absent.

Amanda Campos, City Secretary, announced that items 7B and 7C would be presented together but voted on separately.

- B. CSO#5695-12-2024, Tax Abatement Agreement between the City of Burleson and Paris Baguette U.S.A., Inc., for a food manufacturing facility located in Highpoint Business Park in Tax Abatement Reinvestment Zone Number 009, City of Burleson. (Staff Contact: Alex Philips, Director of Economic Development)**

Alex Philips, Director of Economic Development, presented items 7B and 7C to the city council.

Motion made by Victoria Johnson and seconded by Phil Anderson to approve.

Motion passed 6-0, with Alexa Boedeker absent.

- C. CSO#5696-12-2024, minute order ratifying the 4A Economic Development Corporations Board’s actions taken on the approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and**

Paris Baguette U.S.A., Inc. for a 267,000 square foot food manufacturing facility located on Vantage Drive in Highpoint Business Park in Burleson, Texas. (Staff Contact: Alex Philips, Economic Development Director)

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

Motion passed 6-0, with Alexa Boedeker absent.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 6:48 p.m. and called the meeting back to order at 6:52 p.m. with all members present.

8. DEVELOPMENT APPLICATIONS

- A. CSO#5697-12-2024, ordinance for a zoning change request from “A”, Agriculture to “GR” General Retail located at 5933 FM 1902 (Case 24-297). (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 8 to 0) - WITHDRAWN**

Item 8A was withdrawn by the applicant.

- B. CSO#5698-12-2024, ordinance for a zoning change request from “A” Agriculture to “SFE” Single-family estate district located at 2420 County Road 913 (Case 24-316). (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (Planning and Zoning Commission recommended approval 8-0)**

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

Mayor Fletcher opened the public hearing. **Time: 6:54 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:55 p.m.**

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

Motion passed 6-0, with Alexa Boedeker absent.

- C. CSO#5699-12-2024, ordinance for a zoning change request from “A”, Agriculture to “PD” Planned Development for Wilshire Urban Village; a townhome and retail development located at 2152 SW Wilshire (Case 23-370). (First & Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval 5 to 3) - CONTINUED**

Mayor Fletcher opened the public hearing. **Time: 6:56 p.m.**

Mayor Fletcher announced that item 8C would be continued to the January 21, 2025 city council meeting.

9. GENERAL

- A. CSO#5700-12-2024, resolution authorizing an advanced funding agreement with the state of Texas for Green Ribbon improvements along Northwest John Jones Blvd in the amount of \$400,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Item 9A was added and voted on with the consent agenda above.

- B. CSO#5701-12-2024, professional services agreement with Kimley-Horn for the design of Green Ribbon improvements along Northwest John Jones in the amount of \$90,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Item 9B was added to the consent agenda above.

- C. CSO#5702-12-2024, minute order authorizing \$886,906.80 in funding to renew Stealth Partner Group, managing general underwriter, and Berkshire Hathaway Specialty Insurance for the city's stop-loss insurance providers for plan year 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)**

Cheryl Marthiljohni, Director of Human Resources, presented a minute order to the city council.

Motion made by Dan McClendon and seconded by Adam Russell to approve.

Motion passed 6-0, with Alexa Boedeker absent.

- D. CSO#5703-12-2024, amendment authorizing \$391,199.00 in funding with Symetra (CSO #5320-12-2023) for life and long-term disability plans for benefit plan year 2025. (Staff Contact: Cheryl Marthiljohni, Director of Human Resources)**

Item 9D was added to the consent agenda above.

10. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS - MOVED

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

- A. Receive an update and hold a discussion regarding the 89th legislative session. (Presenter: Brandon Aghamalian, Focused Advocacy) (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Brandon Aghamalian, Focused Advocacy, gave council tips and advice on how to plan a visit during the 89th legislative session.

There were no questions from council.

11. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

- None.

12. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code.**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code.**
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.**

13. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 7:34 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Director of Economic Development

MEETING: January 6, 2025

SUBJECT:

Consider approval of an ordinance designating an approximately 7-acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as "Tax Abatement Reinvestment Zone Number 010, City of Burleson" under Chapter 312 of the Texas Tax Code. *(Final Reading) (Staff Contact: Alex Philips, Director of Economic Development)*

SUMMARY:

Paris Baguette U.S.A., Inc. is considering the purchase of approximately 7 acres of real estate generally described as the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas. Paris Baguette Inc. intends to construct a 260,000 square foot food manufacturing facility in two phases at the site. The City and Paris Baguette U.S.A., Inc. are in negotiations regarding a tax abatement agreement for the development.

Prior to considering a tax abatement agreement, the City must designate the property as a tax abatement reinvestment zone according to the Texas Tax Code. This action requires a public hearing.

Section 312.204(a) of the Texas Tax Code provides that the City Council may enter into a tax abatement agreement with the owner of taxable real property, that is located in a reinvestment zone, to exempt from taxation a portion of the value of the real property or of tangible personal property located on the property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property. Paris Baguette U.S.A., Inc. proposed tax abatement agreement submitted to Paris Baguette U.S.A., Inc. is capped at 10 years.

In keeping with notification requirements of Section 312.201 of the Code, notice of the Public Hearing was published in the newspaper on Sunday, December 1, 2024 and notice of the Public Hearing was delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone.

This is the first reading of this ordinance and a tax abatement agreement between the City and Paris Baguette U.S.A., Inc. The tax abatement will outline the terms and conditions of the tax abatement with Paris Baguette U.S.A., Inc. and will be presented in February of 2025.

RECOMMENDATION:

Staff recommends approval

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

N/A

REFERENCE:

FISCAL IMPACT:

STAFF CONTACT:

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

Tax Abatement Reinvestment Zone



Tax Abatement Reinvestment Zone

Location

- Approximately a 30 Acre site located on Vantage Drive north of FM 917

Request

- Establish a tax abatement reinvestment zone for the purposes of an upcoming tax abatement for Paris Baguette USA, Inc.

Future Action

- A tax abatement agreement with the specific incentives will be presented at a later date as the company prepares the development.



Tax Abatement Reinvestment Zone

- International project considering construction of at least 260,000 square feet of office, manufacturing and distribution facility.
- Capital investment approximately \$165 Million
- Creation of approximately 450 new jobs
- Similar manufacturing that currently resides in Highpoint Business Park



Tax Abatement Reinvestment Zone

- Section 312 of Texas Tax Code guides process for establishing the zone.
- Notice provided in newspaper for public hearing on October 13, 2024.
- Notice to taxing entities provided on October 11, 2024.
- Public hearing / First reading of Ordinance.
 - October 21, 2024
- Final Reading of Ordinance
 - November 4, 2024



Tax Abatement Reinvestment Zone

Action for Tonight:

1. Approve or deny the ordinance for the designation of Tax Abatement Reinvestment Zone Number 009, City of Burleson, Johnson County as an being a 30 acre tract of land, more or less, near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson **(First Reading)**



ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DESIGNATING A CERTAIN AREA AS TAX ABATEMENT REINVESTMENT ZONE NUMBER 9 FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT WITHIN THE CITY OF BURLESON, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATED THERETO; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial / industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A Tax Code, Chapter 312) (the “Act”); and

WHEREAS, by Resolution No. CSO#5591-09-2024, approving the City’s Policy Statement, the City Council authorized the continuation of its participation in tax abatement and established the economic development incentive program guidelines and criteria governing tax abatement agreements to be entered into by the City as required by the Act in accordance with Section 312.002 of the Act; and

WHEREAS, on October 21, 2024, prior to the consideration of this Ordinance, the City Council held a public hearing, the date of which was at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City, at such public hearing, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and to raise any concerns regarding the offering of tax abatement incentives; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, to the reinvestment zone appeared to contest the creation of the reinvestment zone.

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

SECTION 1

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

SECTION 2

The City, after conducting such public hearing and having heard such evidence and testimony has made the following findings and determinations based upon the testimony presented:

- (a) That a public hearing on the adoption of Tax Abatement Reinvestment Zone Number 9 has been properly called, held and conducted, and that notice of such hearing has been published at least seven (7) days before the hearing in a newspaper of general circulation within the City, and mailed to all property taxing units overlapping the territory inside the proposed Tax Abatement Reinvestment Zone at least seven (7) days prior to the public hearing; and
- (b) That the boundaries of Tax Abatement Reinvestment Zone Number 9, comprised of thirty (30) acres, shall be the area as described and depicted in Exhibit A, which is attached hereto and incorporated herein for all purposes; and
- (c) That Tax Abatement Reinvestment Zone Number 9 as described in the attached Exhibit A meets the criteria for the creation of a tax abatement reinvestment zone as set forth in Section 312.202(a) of the Texas Tax Code, as amended, and in particular Section 312.202(a)(6) of the Texas Tax Code, in that it is “reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City”; and
- (d) That Tax Abatement Reinvestment Zone Number 9 meets the criteria for the creation of a tax abatement reinvestment zone as set forth in the City’s tax abatement guidelines and criteria; and
- (e) That the improvements proposed for Tax Abatement Reinvestment Zone Number 9 are feasible and practical and would be a benefit to the land and to the City after the expiration of any tax abatement agreement.

SECTION 3

Pursuant to Section 312.201 of the Texas Tax Code, as amended, the City of Burleson, Texas, hereby creates Tax Abatement Reinvestment Zone Number 9 for commercial-industrial tax abatement encompassing only the area described in Exhibit A, and such Tax Abatement Reinvestment Zone Number 9 is hereby designated.

SECTION 4

Tax Abatement Reinvestment Zone Number 9 shall take effect immediately upon passage of this Ordinance. Tax Abatement Reinvestment Zone Number 9 is effective for five (5) years and may be renewed for periods not to exceed five (5) years. The expiration of the designation

of Tax Abatement Reinvestment Zone Number 9 does not affect an existing tax abatement agreement.

SECTION 5

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

SECTION 6

Any provision of any prior ordinance of the City, whether codified or uncoded, which is in conflict with any provision of this Ordinance, is hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City, whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

SECTION 7

This Ordinance shall become effective immediately upon its passage.

FIRST READING APPROVED ON THE _____ DAY OF _____, 2024.

DULY PASSED ON THE SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THIS _____ DAY OF _____, 2024.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

EXHIBIT "A"

Legal Description Tax Abatement Reinvestment Zone Number 9 City of Burleson, Texas

PROPERTY DESCRIPTION 30.000 ACRE PARCEL BURLESON HIGHPOINT INVESTMENTS, LLC PROPERTY STEPHEN KINSEY SURVEY - ABSTRACT NO. 475 HIRAM LEWIS SURVEY - ABSTRACT NO. 517 CITY OF BURLESON, JOHNSON COUNTY, TEXAS

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HIRAM LEWIS SURVEY ABSTRACT NO. 517 AND THE STEPHEN KINSEY SURVEY, ABSTRACT NO. 475, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF 5.14 ACRE, 2.072 ACRE; 7.3401 ACRE, 4.007 ACRE, 2.898 ACRE, AND BEING PART OF 18.2610 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC BY DEED RECORDED UNDER INSTRUMENT NOS. 2018-23944; 2022-8142; 2017-19086; 2019-1675; 2018-3883; AND INSTRUMENT NUMBER 2017-19087 OF THE OFFICIAL RECORDS OF JOHN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD FOUND IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST WESTERLY SOUTHWEST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO GOLDEN STATE FOODS CORP BY DEED RECORDED UNDER INSTRUMENT NO. 2023-4324 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE NORTH 59° 10' 52" EAST DEPARTING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 5.14 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 1180.32 FEET TO A 1/2" IRON ROD FOUND FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT;

THENCE NORTH 60° 35' 19" EAST ALONG THE NORTHWEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE SOUTHEAST LINE OF SAID GOLDEN STATE FOODS CORP TRACT FOR A DISTANCE OF 507.00 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER IN THE SOUTHWEST RIGHT-OF-WAY LINE OF S. BURLESON BOULEVARD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE EASTERLY CORNER OF SAID GOLDEN STATE FOODS CORP TRACT;

THENCE SOUTH 30° 11' 30" EAST ALONG THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD, COMMON TO THE NORTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT, FOR A DISTANCE OF 176.47 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE EASTERLY CORNER OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE TRACT AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, BRAZOS ELECTRIC POWER COOPERATIVE INC., AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 746 OF THE MAP RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 59° 13' 42" WEST DEPARTING THE SOUTHWEST RIGHT-OF-WAY LINE OF SAID S. BURLESON BOULEVARD AND ALONG THE SOUTHEAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 2.072 ACRE AND 5.14 ACRE TRACTS AND THE NORTHWEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION, FOR A DISTANCE OF 597.88 FEET TO A POINT FOR CORNER, SAID POINT BEING THE WESTERLY CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE NORTHERLY CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT;

THENCE SOUTH 30° 01' 09" EAST ALONG THE WEST LINE OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE EAST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, FOR A DISTANCE OF 453.53 FEET TO A 5/8" IRON ROD SET FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 1, BRAZOS ELECTRIC HIGHPOINT SUBSTATION ADDITION AND THE SOUTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT, SAID POINT BEING IN THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER BY DEED RECORDED IN VOLUME 2487, PAGE 857 OF THE DEED RECORDS OF JOHNSON COUNTY, TEXAS;

THENCE SOUTH 60° 27' 57" WEST ALONG THE SOUTH LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 4.0007 ACRE TRACT AND THE NORTHWEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, FOR A DISTANCE OF 44.45 FEET TO A 1/2" IRON ROD WITH YELLOW PLASTIC CAP FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE MOST WESTERLY NORTHWEST CORNER OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT;

THENCE SOUTH 14° 35' 59" EAST ALONG THE EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT FOR A DISTANCE OF 544.38 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

THENCE SOUTH 59° 10' 52" WEST LEAVING THE SAID EAST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE TRACT AND THE WEST LINE OF SAID MATHEW MESKER III, ROSE ELLEN MESKER, & WILLIAM CLAY MESKER TRACT, AND ACROSS AFORESAID BURLESON HIGHPOINT INVESTMENTS, LLC - 18.2610 ACRE AND 2.898 ACRE TRACTS, FOR A DISTANCE OF 815.73 FEET TO A 5/8" IRON ROD SET FOR CORNER IN THE NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE;

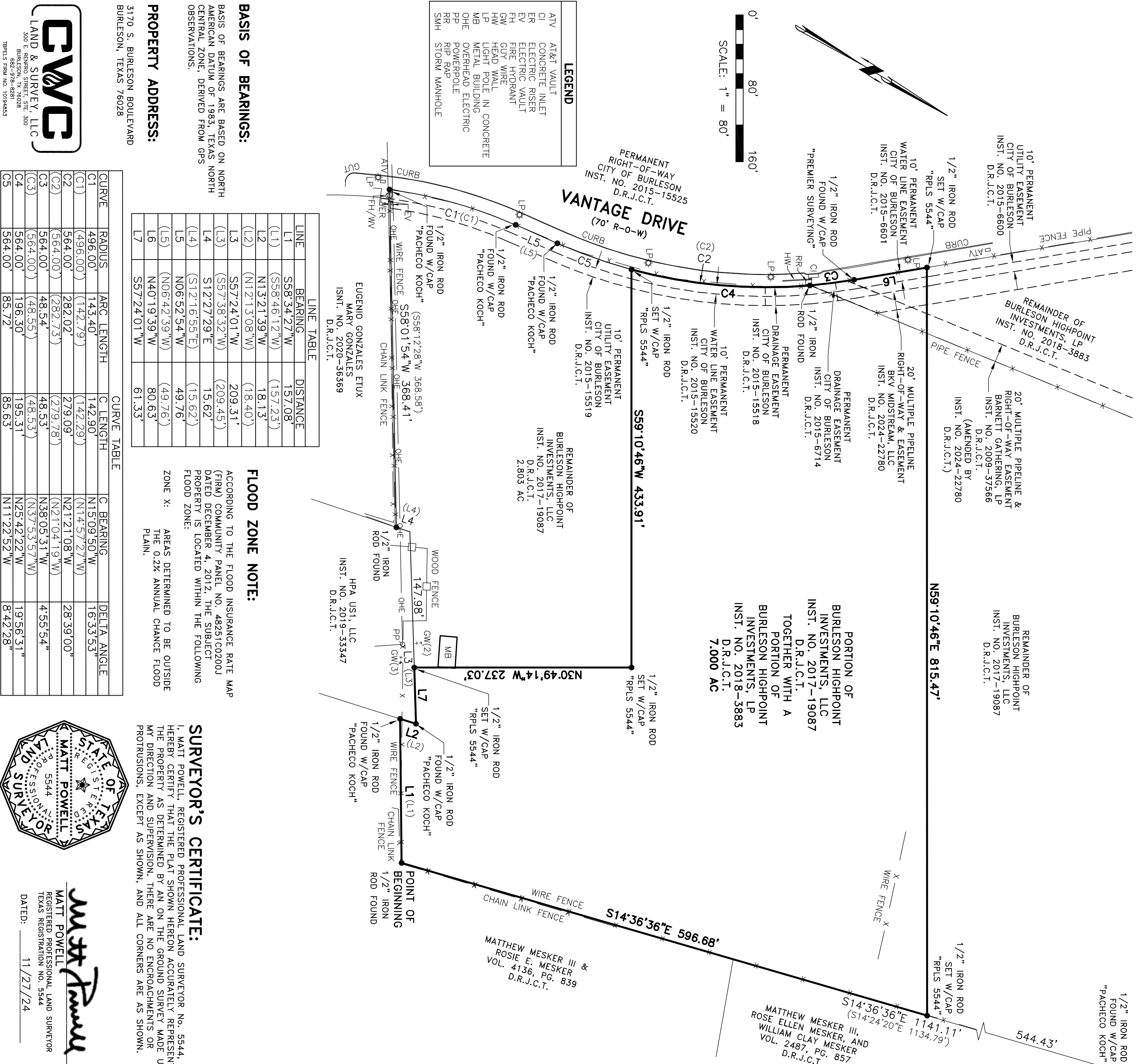
THENCE NORTH 40° 29' 53" WEST ALONG NORTHEAST RIGHT-OF-WAY LINE OF AFORESAID VANTAGE DRIVE AND THE WEST LINE OF AFORESAID BURLESON HIGHPOINT INVESTMENTS LLC - 2.898 ACRE AND 7.3401 ACRE TRACTS, FOR A DISTANCE OF 560.80 FEET TO A POINT FOR CORNER, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 496.00 FEET, A CENTRAL ANGLE OF 13° 19' 06", A CHORD BEARING OF NORTH 33° 50' 19" WEST AT A DISTANCE OF 115.04 FEET;

THENCE CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE TRACT, FOR AN ARC DISTANCE OF 115.30 FEET TO A POINT FOR CORNER;

THENCE NORTH 27° 10' 46" WEST CONTINUING ALONG THE AFORESAID NORTHEAST RIGHT-OF-WAY LINE OF VANTAGE DRIVE AND THE WEST LINE OF SAID BURLESON HIGHPOINT INVESTMENTS LLC - 7.3401 ACRE AND 5.14 ACRE TRACTS, FOR A DISTANCE OF 496.93 FEET TO **THE POINT OF**

BEGINNING AND CONTAINING 30.000 ACRES OF LAND, MORE OR LESS.

LEGEND	
ATV	AT&T VAULT
C	CONCRETE INLET
ER	ELECTRIC INSET
EV	ELECTRIC VAULT
FW	FIRE HYDRANT
HW	HEAD WIRE
LP	HEAD WALL
MB	METAL BUILDING
OHE	OVERHEAD ELECTRIC
PP	POWERPOLE
RR	RIP RAP
SMH	STORM MANHOLE



LINE	BEARING	DISTANCE
L1	S68°34.27'W	157.08'
(L1)	(S58°46'12\"W)	(157.23')
L2	N13°21'39\"W	18.13'
(L2)	(N12°13'08\"W)	(18.40')
L3	S57°24'01\"W	209.31'
(L3)	(S57°38'32\"W)	(209.45')
L4	S12°27'29\"E	15.62'
(L4)	(S12°16'55\"E)	(15.62')
L5	N06°52'54\"W	49.76'
(L5)	(N06°42'39\"W)	(49.76')
L6	N40°19'39\"W	80.63'
L7	S57°24'01\"W	61.33'

FLOOD ZONE NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48251C0200J DATED DECEMBER 4, 2012, THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE:

ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	496.00'	143.40'	142.90'
(C1)	(496.00')	(142.79')	(142.29')
C2	564.00'	282.02'	N21°21'08\"W
(C2)	(564.00')	(282.73')	(279.78')
C3	564.00'	48.54'	N38°05'31\"W
(C3)	(564.00')	(48.55')	(N37°53'57\"W)
C4	564.00'	196.30'	N25°42'22\"W
(C4)	(564.00')	(195.31')	(N25°42'22\"W)
C5	564.00'	85.72'	N11°22'52\"W
(C5)	(564.00')	(85.63')	(N11°22'52\"W)

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE STEPHEN KINSEY SURVEY ABSTRACT NO. 475, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A 18.261 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-19087, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF A 2.898 ACRE TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-3883, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE MOST WESTERLY CORNER OF SAID 18.261 ACRE TRACT;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID 18.261 ACRE TRACT THROUGH THE FOLLOWING 3 COURSES AND DISTANCES:

S 58°34'27" W, A DISTANCE OF 157.08 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PACHECO KOCH";

N 13°21'39" W, A DISTANCE OF 18.13 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PACHECO KOCH";

S 57°24'01" W, A DISTANCE OF 61.33 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE LEAVING SAID SOUTHEASTERLY LINE N 30°49'14" W, A DISTANCE OF 237.03 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE S 59°10'46" W, A DISTANCE OF 433.91 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY RIGHT-OF-WAY LINE OF VANTAGE DRIVE (70' R-O-W) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 564.00 FEET, WHOSE LONG CHORD BEARS N 25°42'22" W, 195.31 FEET;

THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°56'31", AN ARC LENGTH OF 196.30 FEET TO A 1/2" IRON ROD FOUND FOR THE MOST SOUTHERLY CORNER OF SAID 2.898 ACRE TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 564.00 FEET, WHOSE LONG CHORD BEARS N 38°05'31" W, 48.53 FEET;

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 4°55'54", AN ARC LENGTH OF 48.54 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "PREMIER SURVEYING";

THENCE N 40°19'39" W, DISTANCE OF 80.63 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544";

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY LINE N 59°10'46" E, A DISTANCE OF 815.47 FEET TO A 1/2" IRON ROD SET WITH A CAP STAMPED "RPLS 5544" IN THE NORTHEASTERLY LINE OF SAID 18.261 ACRE TRACT;

THENCE S 14°36'36" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 596.68 FEET THE POINT OF BEGINNING AND CONTAINING 7.000 ACRES OF LAND, MORE OR LESS.

EASEMENT NOTES:

1. EASEMENT TO AMERICAN TELEPHONE & TELEGRAPH COMPANY, RECORDED IN VOLUME 264, PAGE 401, DEED RECORDS, JOHNSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT PROPERTY.

2. EASEMENT TO BRAZOS ELECTRIC POWER COOPERATIVE, INC., RECORDED IN VOLUME 410, PAGE 550, DEED RECORDS, JOHNSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT PROPERTY BUT IS NOT PLOTTABLE FROM RECORD.

3. PERMANENT DRAINAGE EASEMENT TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2015-15518, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

4. PERMANENT UTILITY EASEMENT TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2015-15519, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

5. PERMANENT WATER LINE EASEMENT TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2015-15520, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

6. PERMANENT RIGHT-OF-WAY EASEMENT TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2015-15525, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

7. MULTIPLE PIPELINE RIGHT-OF-WAY AND EASEMENT TO BARNETT GATHERING, LP, RECORDED IN INSTRUMENT NO. 2009-37566, DEED RECORDS, JOHNSON COUNTY, TEXAS; AS ASSIGNED BY INSTRUMENT RECORDED IN INSTRUMENT NO. 2022-236009 AND AFFECTED BY FIRST AMENDMENT TO MULTIPLE PIPELINE RIGHT-OF-WAY AND EASEMENT TO BRY MIDSTREAM, LLC, RECORDED IN INSTRUMENT NO. 2024-22780, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

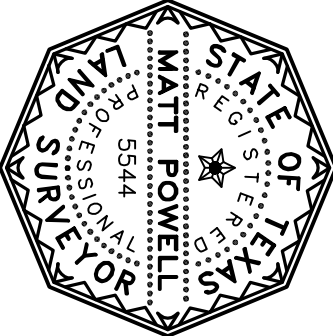
8. PERMANENT UTILITY EASEMENT TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2015-6600, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

9. PERMANENT WATER LINE EASEMENT TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2015-6601, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

10. PERMANENT DRAINAGE EASEMENT TO THE CITY OF BURLESON, RECORDED IN INSTRUMENT NO. 2015-6714, DEED RECORDS, JOHNSON COUNTY, TEXAS, AFFECTS THE SUBJECT PROPERTY AS SHOWN HEREON.

**A TITLE SURVEY OF
7.000 ACRES
OF LAND SITUATED IN THE
STEPHEN KINSEY SURVEY
ABSTRACT No. 475
CITY OF BURLESON, JOHNSON COUNTY, TEXAS**

A TRACT OF LAND SITUATED IN THE STEPHEN KINSEY SURVEY ABSTRACT NO. 475, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2017-19087, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF A TRACT OF LAND CONVEYED TO BURLESON HIGHPOINT INVESTMENTS, LP IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-3883, D.R.J.C.T.



Matt Powell
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5544
DATED: 11/27/24

City Council Regular Meeting

DEPARTMENT: Fire Department
FROM: Joe Laster, Emergency Operations Manager
MEETING: January 6, 2025

SUBJECT:

Consider and take possible action on a contract for the purchase of eight outdoor warning sirens, Commander One software, and annual maintenance with two one-year optional administrative renewals from Joe Goddard, LLC through a cooperative purchasing agreement with the City of Denton in the amount of \$353,415.35. (*Staff Contact: Joe Laster, Emergency Operations Manager*)

SUMMARY:

On January 9th, 2023 the Council approved an interlocal agreement with the City of Denton for a cooperative purchasing between the cities that will allow, among other cooperatives purchases, utilization of an existing City of Denton contract for the maintenance and equipment repair of the City of Burleson's current outdoor warning system. The city has received the first four sirens, which are currently being scheduled to be installed.

The Burleson Office of Emergency Management is responsible for the purchase, replacement, maintenance, and overall lifecycle management of the City of Burleson's outdoor warning sirens.

The FEMA OWS Market Survey Report suggest sirens have a life-span of twenty years, with some reports stating OWS should be replaced every 10-15 years. Our current eleven sirens have surpassed both of these recommendation's. The outdoor warning sirens are a critical component of our emergency preparedness infrastructure, and it is essential they are reliable, effective, and up-to-date. Replacing the outdated outdoor warning sirens with modern, state-of-the-art technology would demonstrate a commitment to the safety and well-being of our community.

Limiting gaps in coverage and replacing the more severely outdated warning sirens, will be the target of this contract.

The cost of the contract this fiscal year will be \$345,882.35. If the additional renewals for software maintenance are exercised, the cost will be \$3,675 in FY26-27 and \$3,858 in FY27-28.

OPTIONS:

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

RECOMMENDATION:

Approval of a contract for the purchase of eight outdoor warning sirens, Commander One software, and annual maintenance with two one-year optional administrative renewals from Joe Goddard, LLC through a cooperative purchasing agreement with the City of Denton in the amount of \$353,415.35.

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: Furniture & Equipment
Full Account #'s 42622001-70025
Project #: FD2502
Amount: \$345,822.35

STAFF CONTACT:

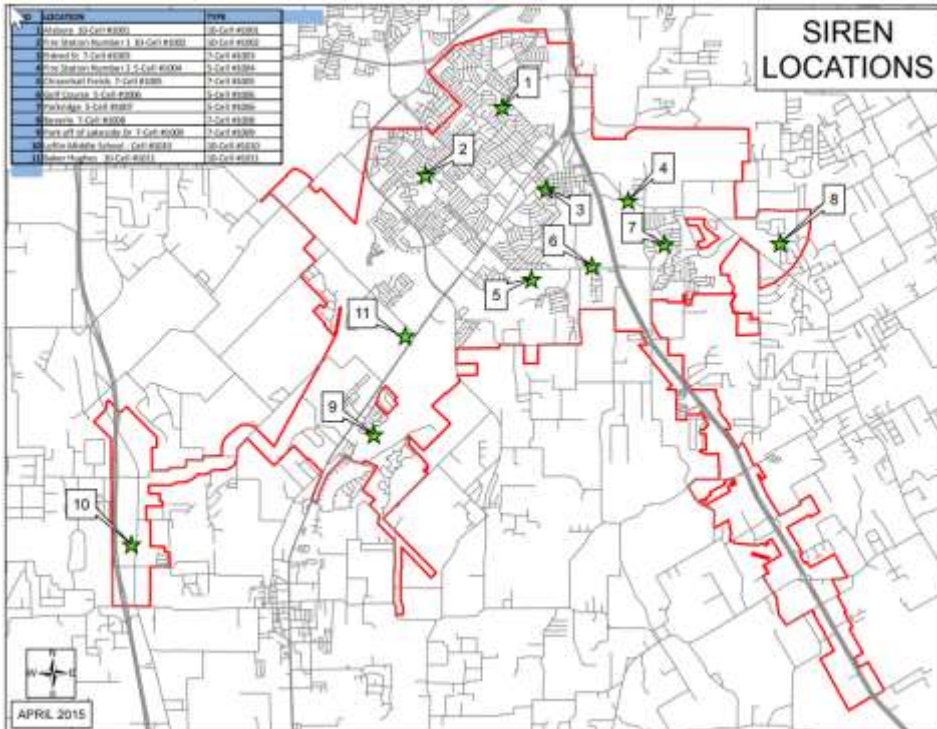
Joe Laster
Emergency Operations Manager
jlaster@burlesontx.com
817-455-1478



Outdoor Warning System

Joe Laster, MPA, CEM®
Emergency Operations Manager

Updating our Outdoor Warning (OWS) System



Current System

- Gaps in Coverage
- Range of Coverage Varies
- 20 + Year in Age
- Two Points of Activation (STA 16, PS Comms)
- Automatic Activation- Tornado Warning

New System

- 6,100 Ft Range of Coverage
- Modern, Affordable
- More Options for Activation
- Upgraded Cybersecurity
- Smart Device Activation
- Fully Solar Powered
- Automatic Activation-
Tornado & Severe Weather





Phase 1 OWS Plan

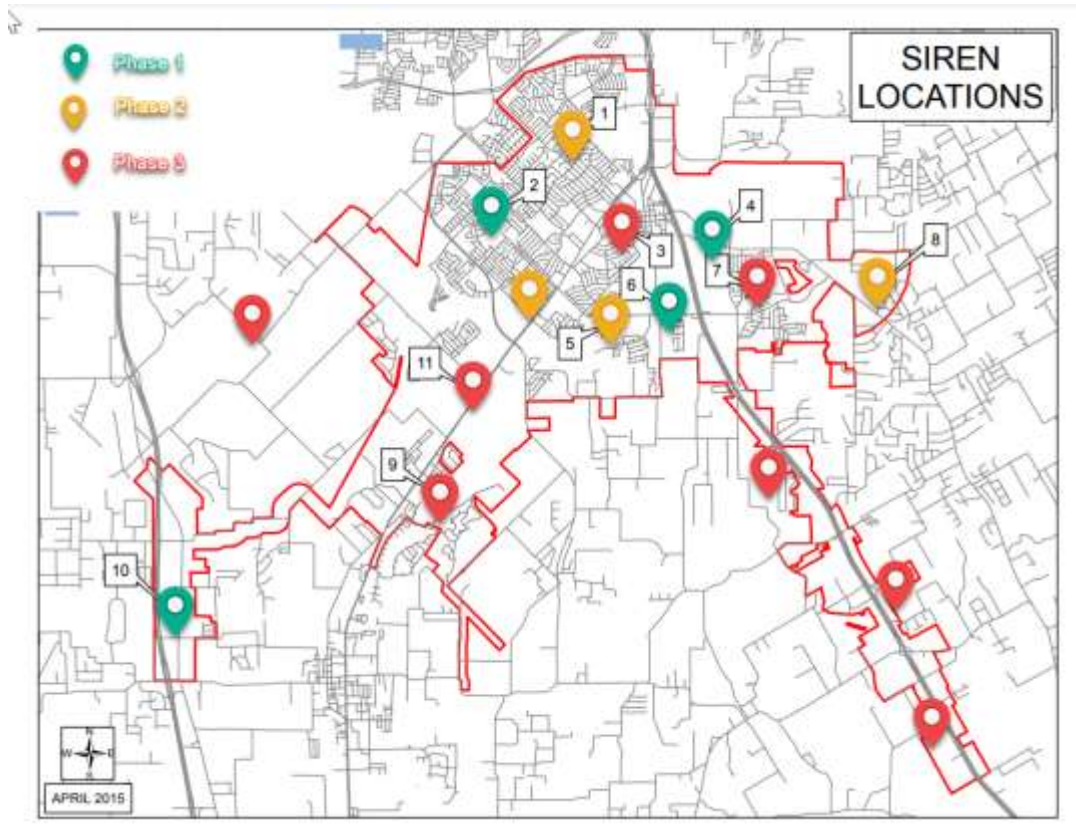
- Denton ILA Approved by Burleson Jan. 2023
- Council Approved Order of Four OWS in April 2023
- Ordered Four Sirens April 2023
- Received the Four Sirens in September 2023
- Installed April 2024
 - Fire Station 1
 - Memorial Plaza
 - Bluebird Meadows
 - Hidden Creek Softball Fields



Phase 2 OWS Plan

- Four OWS ordered April 2024
- Arrived September 2024
- Currently Coordinating Install
- Locations
 - BISD Admin (New Install)
 - Chisenfields
 - Alsbury Blvd
 - Parkridge

Phase 3 OWS Plan



- Order remaining eight sirens
 - 3 New Installs Down I-35
 - 1 New Install Chisolm Summit
 - 4 Replacements
- Update to CommanderOne Software
- Enter in preventative maintenance contract

CommanderOne

- Cloud-based Access from Any Computer or Mobile Device
- Mobile App for iOS and Android Platforms
- Map-based Activation
- AccuWeather Patented Map-based Weather Alerting and Polygon Activation Technology
- Auto-Sync HotKey, Manual and Map-Based Activation
- Built-in Reporting Tools and Customizable Dashboards
- Security - IPSEC over SSL with Multi-Layered Authentication



OWS Preventative Maintenance

Goal: Ensure reliable public safety warning systems.

Included:

- Full siren inspection with minor repairs.
- Technician time, travel, lodging, and assessments.
- Future maintenance recommendations.
- Factory-spec verification documentation.

Key Tasks:

- Inspect electrical/mechanical connections.
- Check radio modulation & frequency alignment.
- Speaker & amplifier power verification.
- Voltage checks on control boards, chargers, & batteries.
- Verify wiring, fuses, antennas, and clean cabinets.
- Inspect for vertical alignment; recommend corrections.
- Report provided for all inspections.



Phase 3 Planning

TIMELINE

- Continue to work with contractor for phase 2 install
- Order Equipment- Winter 2024
- Receive Equipment- Spring 2025
- Install- Spring/Summer 2025



#BTXPREPARED

City of Burleson
**SEVERE
THUNDERSTORM
WARNING**



Cost Breakdown

- Capital Purchase- \$345,882.35
 - Project will be funded through existing reimbursement resolution until debt is issued in August 2025
- Preventative Maintenance & CommanderOne Software Renewal
 - CommanderOne subscription and first year maintenance is included with initial purchase
 - Funded from the Fire Department's operational budget
 - The approximate annual cost of CommanderOne software renewal and maintenance in Fiscal Year 2026-27 will be \$3,675 and in Fiscal Year 2027-28 will be \$3,858.

Action Requested

Approve a contract for the purchase of eight outdoor warning sirens, Commander One software, and annual maintenance with two one-year optional administrative renewals from Joe Gaddard, LLC through a cooperative purchase agreement with the City of Denton in the amount of \$353,415.35.

Options

Approve

Approve with Changes

Deny



Questions?



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between GODDARD ENTERPRISES ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the CITY OF DENTON Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** RFP 7728, as amended, (the "**Agreement**") with an expiration date of 08/17/2026.

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

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

ATTACHMENT A

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

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

Purchase Price - Payments under this Customer Agreement are in the amount of Three Hundred Forty-Five Thousand, Eight Hundred Eighty-Two Dollars and Thirty-Five Cents ("**Purchase Price**").

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

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

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

☒ **Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on 9/30/2026.

This Customer Agreement may be renewed for two one-year renewals. Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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

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

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

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

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

CITY OF BURLESON

VENDOR GODDARD ENTERPRISES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A



GODDARD ENTERPRISES
MASS NOTIFICATION SYSTEMS

Prepared for Burleson, Texas

To Joe Laster

Email jlaster@burlesontx.com

Prepared by Andy Goddard

Joe Goddard Enterprises

Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034

Phone 405-830-9057 Website www.goddardenterprises.net

Quote Number 833 Date April 29, 2024 Expiry Date February 28, 2025

Burleson, Texas - 8 New Federal Signal 2001 Sirens. Annual Maintenance for Fiscal Year 2024-2025

Denton ILA Pricing

The terms and conditions of this quote will be governed by the interlocal agreement between Burleson and Denton, Contract #7728 Outdoor Warning Siren Maintenance and Service Denton, Texas.

CommanderOne-S & ComanderOne-M (Per Quote)

CommanderOne Standard with Messaging

CommanderOne® is the latest innovation that allows you to connect with your most critical asset anytime, anyplace. The CommanderOne cloud-based platform enables you to control your warning sirens from any desktop or mobile device.



Works with one way and two way siren systems. AccuWeather Patented Map-based Weather Alerting and Polygon Activation Technology allows for custom automatic activations. CommanderOne mobile app provides ease of activation from any smartphone or web-enabled device.



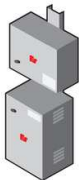



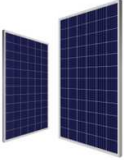


3,750.00

x 1

3,750.00

<p>ByteSpeed PC</p> <p>ByteSpeed PC</p> <p>Performance Computer.</p> <p>Designed for CommanderOne Siren System.</p> <p>Processor: Intel i5</p> <p>Memory: 8gb</p> <p>SSD</p> <p>Accessory: USB to Serial connection</p> <p>License: Windows 10 Pro (Optional upgrade to Windows 11 Pro)</p> <p>Peripherals: 21" HD Monitor, Wireless wireless keyboard and mouse.</p> 	<p>2,356.47 x 1 2,356.47</p>
<p>SS2000+</p> <p>SS2000+ Encoder</p> <p>The SS2000+ controller is the most advanced stand-alone control unit. The SS2000+ interfaces to an analog or digital radio system to provide control of sirens or giant voice systems. The SS2000+ has 24 programmable activation hotkeys and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations. Hotkeys are now accessible from a new web interface commonly used in dispatch centers. The new web interface can provide improved redundancy allowing multiple points of access to a single SS2000+ unit. Available in a desktop and rack mount console.</p> 	<p>4,088.91 x 1 4,088.91</p>
<p>Rack</p> <p>Standard rack for mounting all actio ruin equipment, radio and power supplies.</p>	<p>135.00 x 1 135.00</p>
<p>Rack Power Supply</p>	<p>354.85 x 1 354.85</p>

<p>Siren Tech II (Journeyman)</p> <p>Goddard Enterprises to provide a technician to configure Commander on premise, CommanderOne. Preform system optimization Train users on Commander & CommanderOne Install all activation equipment. Reuse existing antenna coax from previous system.</p> 	<p>120.00 x 31 3,720.00</p>
<p>2001-130 2001-130 High Powered Outdoor Siren</p> <p>The Federal Signal 2001-130 siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.</p> 	<p>9,296.64 x 8 74,373.12</p>
<p>DCFCTDBU Two Way Siren Controller</p> <p>Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified</p> 	<p>8,186.85 x 8 65,494.80</p>
<p>OMNI-BVH-35 Two-Way Antenna Kit 150-168 Mhz</p> <p>OMNI-B series antennas can be used with all Federal Signal radio controlled siren products. The robust low profile design can withstand high heat wind loads and harsh environments. Each model covers a broad range of frequencies without tuning.</p> 	<p>414.84 x 8 3,318.72</p>




<p>PVS240w-48 Federal signal 48 volt solar kit</p> <p>Federal signal solar panel set with mounting hardware. 240 watt 48 volt DC</p> 	<p>3,538.94 x 8 28,311.52</p>
<p>AMB-P Antenna Mounting Bracket</p> <p>Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.</p>	<p>138.40 x 8 1,107.20</p>
<p>Steel Pole</p> <p>50ft direct bury steel pole, Valmont brand, Federal Signal Siren configuration.</p> 	<p>7,071.00 x 8 56,568.00</p>
<p>M24AGM AC Delco Group 24 AGM</p> <p>AGM, Deep Cycle, 12 V, 625 Cranking Amps, Top Terminals, BCI M24 Group,</p> 	<p>255.71 x 32 8,182.72</p>
<p>Shipping & Handling</p> <p>Shipping & Handling</p>	<p>1,302.63 x 8 10,421.04</p>
<p>Labor & Services</p> <p>Professional Installation of (8)-New Federal Signal Sirens</p>	
<p>Install Standard Professional Install</p> <p>Goddard Enterprises crew for build out and installation of warning siren.</p> <ul style="list-style-type: none"> • Standard Installation of the siren • All heavy equipment provided by Goddard Enterprises • Provide onsite installation services for control stations • Conducting on-site site surveys & 811 locates preparing installation design plans • Complete turnkey installation of the outdoor warning system and all hardware. • All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises. 	<p>7,600.00 x 8 60,800.00</p>

Removal Remove and Disposal of Old Equipment Goddard Enterprises will remove and dispose of customers old equipment.	500.00 x 12 6,000.00
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Price Adjustment Clause

This Quotes pricing will be valid for 90 days. If quote expires the pricing for equipment will be adjusted 5% due to the increase in equipment costs from factory.

Annual Maintenance for Fiscal Year 2025-2026

<p>Preventative Maintenance</p> <p>Warning systems are public safety infrastructure, and the reliability of these systems is of utmost importance. This is why Joe Goddard Enterprises recommends proactive preventative maintenance, inspection and service of your outdoor sirens and controllers.</p> <p>The quoted service includes:</p> <ul style="list-style-type: none"> • A full inspection of all siren components and includes minor repairs if necessary. • Work will be performed by trained technicians. • Staff time, travel, lodging, pole & base station assessments • Recommendations will be made for future maintenance. • The inspection provides documentation that your system is up to factory specification. <p>Mandatory Tasks</p> <ul style="list-style-type: none"> • Inspection of all electrical and mechanical connections. Minor repairs or recommended corrective action plan included. • Check of radio modulation FSK/DTMF levels. • Check of radio frequency alignment using radio service monitor. • Perform speaker driver inspection and verify power output of amplifiers. • Verify operation of all control board or circuits. • Verify proper voltages are present. • Check charger(s) for proper voltage. • Battery inspection for age, voltage, and possible replacement (cost of battery replacement not included) • Check/verify wiring and fuses for all circuits. • Verify antenna connector integrity and mounting. • Clean debris from cabinets. • Verify AC/Solar, battery, battery cables, radio/Cell/Sat operation. • Verify intrusion switch is operating and repair as required. • Inspect Siren installation for vertical orientation; will recommend corrective action if required. • Follow all Goddard Enterprises procedures for preventative maintenance. • Provide inspection report on all sirens. <div>    </div>	600.00 x 16 9,600.00
<p>Annual Maintenance Base Station</p> <p>Annual inspection of base station and computer</p>	200.00 x 1 200.00

Continuous Care Annual care and repair Repair services for the fiscal year 2025/2026 This includes use of bucket trucks and service equipment Note: All parts and batteries will be billed separately. This does not cover relocation of sites, damage from vandalism or natural disasters.	225.00 x 16 3,600.00
CommanderOne S&M First Renewal 2025-2026 CommanderOne S&M Renewal will be \$3500.00 for the first year.	3,500.00 x 1 3,500.00
CommanderOne S&M Second Renewal 2026-2027 CommanderOne S&M Renewal will be \$3675.00 for the second year. Increase of 5% from first year	
CommanderOne S&M Third Renewal 2027-2028 CommanderOne S&M Renewal will be \$3858.00 for the third year. Increase of 5% from second year	
Total	\$345,882.35

Terms & Conditions

The terms and conditions of this quote will be governed by the interlocal agreement between Burleson and Denton, Contract #7728 Outdoor Warning Siren Maintenance and Service Denton, Texas.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

Federal Signal Warranty 2024

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service.
 This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service
 This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Joe Goddard Enterprises LLC
Edmond, OK United States

Certificate Number:
2024-1252513

Date Filed:
12/30/2024

Date Acknowledged:

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

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.

7728
Installation of 8 New Sirens, Annual Maintenance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Joe Goddard Enterprises LLC	Edmond , OK United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is James Goddard, and my date of birth is [REDACTED]

My address is 11950 Thousand Oaks Dr Edmond OK 73034 US
(street) (city) (state) (zip code) (country)

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

Executed in Logan County, State of Oklahoma on the 30 day of Dec, 20 24.
(month) (year)

James Goddard
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: January 6, 2025

SUBJECT:

Consider approval of an ordinance appointing Terri Wilson for a two-year term ending December 31, 2026 to serve as Associate Judge for the City of Burleson. (Final Reading) (Staff Contact: Amanda Campos, City Secretary)

SUMMARY:

The Burleson City Charter Section 30 states the qualifications and manner to appoint municipal judges; as a competent and duly licensed attorney practicing law in the State of Texas and shall be appointed by ordinance. Terri Wilson meets all the requirements and serves currently as an Associate Judge for the city. It is the recommendation of Presiding Judge Greg Coontz that the city re-appoint Judge Wilson for an additional two years.

The attached ordinance is before council for consideration on first reading and if approved will be presented for final reading at the January 6, 2025, council meeting. After approval of ordinance on final reading and execution of the Professional Services Agreement the judge will be sworn in by the City Secretary and will be considered qualified. The professional service agreement is attached for review and revisions if necessary. The final agreement will be considered for approval the January 6, 2025 council meeting.

RECOMMENDATION:

Staff recommends approval

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

REFERENCE:

FISCAL IMPACT:

All the municipal court judges expenses are budgeted in 1011104-50002

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665 or 817-291-5846

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS APPOINTMENT ASSOCIATE JUDGE OF THE MUNICIPAL COURT OF RECORD OF THE CITY OF BURLESON; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ASSOCIATE MUNICIPAL COURT JUDGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson 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 has established its municipal court as a municipal court of record; and

WHEREAS, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance.

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

SECTION 1.

That **Terri Wilson** is hereby appointed as the associate judge of the municipal court of record in the City of Burleson, Texas, in accordance with the terms of the Agreement attached as Exhibit "A" and incorporated by reference herein.

SECTION 2.

That the Mayor is hereby authorized to execute the Agreement attached as Exhibit "A".

SECTION 3.

This appointment of the associate judge shall be for a term of two years, which shall expire on **December 31, 2026**.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED this _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

City Attorney

EXHIBIT A

Professional Services Agreement Associate Municipal Judge

The Agreement made and executed into this 6th day of January, 2025 by and between the City of Burleson, Texas, a Municipal Court of Record of the State of Texas, hereinafter referred to as "City" and Terri Wilson, the Associate Municipal Judge of the Burleson Municipal Court of Record hereinafter referred to as "Associate".

1. City does hereby agree to enter into an agreement with Terri Wilson for Municipal Court services beginning on January 6, 2025 and continuing through midnight on December 31, 2026 at a contract rate of \$100 per hour, and a \$1,200 monthly stipend for on-call services.
2. Associate understands and agrees that Associate is an appointed contractor of City, the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and Associate is not entitled to any benefits except as provided herein.
3. City will provide judge's robe. Additionally, City does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:
 - Texas State Bar Association
 - Tarrant County Bar Association
 - Johnson County Bar Association
4. City does hereby agree to budget and to pay for the travel and subsistence expenses of Associate training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.
5. The Associate shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Job Description and shall perform such other legally permissible and proper duties and functions as said position shall require.
6. The Associate shall keep the Presiding Municipal Judge and City Secretary informed of issues related to the Presiding Municipal Court and shall execute their performance in cooperation with the Presiding Municipal Judge to the extent such cooperation does not impair the necessity of judicial independence and avoids the appearance of impropriety.

7. During this agreement, the Associate agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Section 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
8. The Associate shall not take on representation of a client adverse to the City. The Associate shall not represent a client in a case where an employee of the City in his capacity as an employee of the City is a witness or may be summoned to appear as a witness.
9. The Associate warrants they meet the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.
10. The City Council may remove the Associate from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Chapter 30 of the Texas Government Code or its successor, as same may hereafter be amended.

In Witness Whereof, City has caused this agreement to be signed in its name by the Mayor of the City of Burleson and City corporate seal to be hereunto affixed and attested by its City Secretary, and the Associate has hereunto set their hand.

Signed:

Terri Wilson

Date

Signed:

Chris Fletcher, Mayor

Attest:

(Seal)

Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: Police

FROM: Wes Routson, Support Bureau Captain

MEETING: January 6, 2025

SUBJECT:

Consider approval of a resolution supporting grant funding from the Office of the Governor, State of Texas, for a full-time victims' assistance coordinator and execute the *CEO/Law Enforcement Certifications and Assurances* form. (Staff Presenter: Wes Routson, Support Bureau Captain).

SUMMARY:

The Burleson Police Department requests Council's support to submit an application for the renewal of the full-time victims' assistance coordinator grant in the amount of \$60,000 for the fiscal year of 2025-26 and execution of the *CEO/Law Enforcement Certifications and Assurances* form.

RECOMMENDATION:

Staff recommends approval of the agreement.

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

While this is a three-year cycle, the City of Burleson is required to apply each year. This will be the seventh year we have applied for grant funding of the victim assistance coordinator.

REFERENCE:

NA

FISCAL IMPACT:

The grant is set at \$60,000.00 with a minimum twenty percent (20%) match for fiscal 2025-26. The City of Burleson's contribution after salary adjustments is \$41,720 (41%).

STAFF CONTACT:

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



Victim Assistance Grant

PRESENTED TO THE CITY COUNCIL ON

JANUARY 6, 2025

Grant Funding Resolution

Victim's Assistance Coordinator

- In FY2019-20, the City of Burleson was awarded a grant for a full-time Victims' Assistance Coordinator position through the Office of the Governor, State of Texas. The grant was approved for a three-year cycle, requiring an annual application for renewal
- In FY2022-23, the City of Burleson was awarded a second, three-year grant cycle for the Victim's Assistance Coordinator position, which also required an annual application for renewal
- The grant requires a minimum contribution from the City of Burleson of twenty percent (20%)
- If the full grant amount request of \$60,000 is awarded, the City of Burleson's contribution for FY2025-26 are projected to be \$41,720 (41%)
- Each year of the three-year cycle requires:
 - A resolution from the City of Burleson supporting grant funding from the Office of the Governor, State of Texas (Exhibit 3)
 - A *CEO/Law Enforcement Certifications and Assurances Form* signed by the mayor and chief of police (Exhibit 4)

Resolution

- Options:

- Approve the resolution and execute the *CEO/Law Enforcement Certifications and Assurances form* (staff's recommendation); or,
- Deny the resolution and not execute the *CEO/Law Enforcement Certifications and Assurances form*

Questions / Comments

Wes Routson

Support Bureau Captain

wroutson@burlesontx.com

817-426-9947

RESOLUTION

A RESOLUTION OF THE CITY OF BURLESON, TEXAS SUPPORTING GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR, STATE OF TEXAS, TO CONTINUE THE GRANT FUNDING OF A FULL-TIME VICTIM ASSISTANT COORDINATOR; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds it is in the best interest of the citizens of Burleson that the victim assistant coordinator position be operated for 2025-2026; and

WHEREAS, the City Council agrees to provide the applicable matching funds for the said project for the General Victim Assistant grant application; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of Governor funds, the City Council assures the Office of the Governor that the funds will be returned in full; and

WHEREAS, the City Council desires to designate the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City.

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

Section 1.

The City Council approves the submission of the grant application for the victim assistant coordinator to the Office of the Governor.

Section 2.

The City Council supports the approval of the victim assistant coordinator grant.

Section 3.

The City Council hereby designates the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City. The City Council hereby directs that the Chief of Police submit a copy of this resolution to the Office of the Governor.

Section 4.

It is hereby officially found and determined that the meeting at which this resolution 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.

If any section, subsection, sentence, phrase or word of this resolution be found to be illegal, invalid or unconstitutional, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this resolution or the application of any other section, sentence, phrase, word, paragraph, or provision of any other resolution of the City. The City Council declares that it would have adopted the valid portion and applications of this resolution without the invalid part, and to this end the provisions of this resolution are declared to be severable.

Section 6.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 7.

This resolution shall be effective upon its adoption.

DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2025.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Grant # 3 7 8 0 3 0 7



Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances Form

Entity Name: City of Burleson	Date: 01/06/2025
Agency/Department Name: Burleson Police Department	
Name of Chief Executive Officer: Chris Fletcher, Mayor	
Name of Head of Law Enforcement Agency: Billy cordell, Chief of Police	

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of City of Burleson (“Grantee”) and as head of Burleson Police Department (“Agency”), we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2025 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (“DHS”) to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2025 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency’s receipt or DHS’s issuance of detainer requests, or in any way limits or restricts Grantee’s and Agency’s full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

City Council Regular Meeting

DEPARTMENT: Police
FROM: Billy Cordell, Chief of Police
MEETING: January 6, 2025

SUBJECT:

Consider approval of an interlocal agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit (SCU) with the County of Johnson and the participating cities of Alvarado, Burleson, Cleburne, and Joshua.

SUMMARY:

The Participating Government Entities seek to form an agreement for cooperation and mutual aid in the investigation, apprehension, and prosecution of persons involved or associated with certain major criminal activities including but not limited to homicide, sexual assault, robbery, and homeland security, as well as activities related to the manufacture, transportation, distribution, sale, transfer or possession of controlled substances and illegal narcotics or other illegal drugs.

Burleson agrees to provide two sworn peace officers and one administrative position to the STOP SCU subject to available staffing as determined by the Chief of Police. The assigned sworn peace officers and administrative personnel are on loan to the STOP SCU and are a part of the Police Department's base budget.

RECOMMENDATION:

Staff recommends approval of the agreement.

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

NA

REFERENCE:

None

FISCAL IMPACT:

Proposed Expenditure/Revenue: Already part of base budget.
Account Number(s): 1012001 - 50001
Fund: NA
Account Description: Salaries

STAFF CONTACT:

Billy Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9913



Burleson Police Department

STOP SCU Interlocal Agreement

Stop the Offender Program (STOP) Special Crimes Unit (SCU)

- The STOP/SCU program is multi-jurisdictional group of agencies working together to investigate major criminal activity in and around Johnson County including, but not limited to:
- Homicide, assault, robbery, and illegal narcotics
- Participating agencies include Johnson County, Alvarado, Burleson, Cleburne, and Joshua

Stop the Offender Program (STOP) Special Crimes Unit (SCU)

- This agreement updates the previous agreement from October 03, 2006
- Due to participating entities having significant administration changes over the life of the previous agreement, the Board of Directors requested to update the interlocal agreement.
- The previous STOP/SCU agreement had the Johnson County District Attorney Chair the Board by default. This agreement allows the Board to select the Chairperson.
- Board of Directors consists of the Chief of Police for participating entities, the JCDA, JCCA, and JC Sheriff.

STOP/SCU Funding

- STOP/SCU is funded by Johnson County
- Johnson County provides office/ storage space through the Sheriff's Department
- The Johnson County Auditor's Office collects, holds, and disburses funds on behalf of the STOP/SCU
- Seized funds are awarded to the STOP/SCU unless there are specific Agency requests at time of seizure from joint investigations

Participating Agency Staffing Contribution Goals

- The participating agencies staffing personnel goals to the STOP/SCU are:
 - Johnson County – 5 sworn peace officers & 1 administrative person
 - Alvarado – 1 sworn peace officer
 - Burleson – 2 sworn peace officers & 1 administrative person
 - Cleburne – 2 sworn peace officers
 - Joshua – 1 sworn peace officer
- Assigned personnel are on loan to the STOP/SCU from the respective agencies
- Assigned Burleson personnel are subject to available staffing as determined by the Chief of Police and are a part of the Police Department's base budget

Requested Action

- Approve interlocal agreement with Johnson County and the participating agencies
- Deny interlocal agreement with Johnson County and the participating agencies
- Staff recommends approval of the agreement

Questions / Comments

**Interlocal Agreement for the Operation of the
Stop the Offender Program (S.T.O.P.) Special Crimes Unit**

1. IDENTITY OF AGREEMENT AND PARTIES

- 1.1 This Agreement is made on the date of the last party's signature to this agreement and is between the County of Johnson, Texas, hereinafter referred to as "County and the following cities pursuant to Chapter 791 of the Texas Government Code.
- 1.2 The City of Alvarado; hereafter referred to as Alvarado;
- 1.3 The City of Burleson; hereafter referred to as Burleson;
- 1.4 The City of Cleburne; hereafter referred to as Cleburne; and
- 1.5 The City of Joshua; hereafter referred to as Joshua
- 1.6 Local Law Enforcement Units as used herein refer to the Police Department of each of the Cities named above or to the Johnson County Sheriff's Office when referring to law enforcement entity of Johnson County.
- 1.7 The Participating Cities when referenced in combination with Johnson County shall be known as the Participating Government Entities or PGEs.
- 1.8 The designated personnel or employees of the PGEs when acting in concert to carry out the purposes of this Agreement shall constitute a special crimes unit or SCU which shall also be known as the Stop the Offender Program unit (S.T.O.P.) or STOP SCU.

2. PREAMBLE

- 2.1 **Whereas**, the Participating Government Entities desire and seek to form an agreement for cooperation and mutual aid in the investigation, apprehension, and prosecution of persons involved or associated with certain major criminal activities including but not limited to homicide, sexual assault, robbery, and homeland security, as well as activities related to the manufacture, transportation, distribution, sale, transfer or possession of controlled substances and illegal narcotics or other illegal drugs.
- 2.2 **Whereas**, the Johnson County District Attorney's Office will, subject to its exercise of prosecutorial discretion, conduct forfeiture and prosecution proceedings on behalf of the SCU.
- 2.3 **Whereas**, the subject of this Agreement is necessary for the benefit of the public and each party has the legal authority to perform and provide the governmental function or service which is the subject of this Agreement; and

- 2.4 **Whereas**, the County and each Participating Government Entity agree to each accept the responsibility to adhere to all pertinent federal, state and local laws or regulations
- 2.5 **Whereas**, the PGEs firmly believe that the Special Crimes Unit (SCU) is vital to the protection of the health, safety, and wellbeing of the residents of the PGEs. The PGEs desire to create a Special Crimes Unit (SCU) for the purposes set forth herein.
- 2.6 **Whereas**, the parties find that the performance of this Agreement is in the common interest of all the parties and of all the residents of the PGEs.
- 2.7 **Whereas**, the Parties recognize that the investigation of certain crimes and apprehension of certain suspects may present equipment and manpower requirements beyond the capacity of each individual Party; and
- 2.8 **Whereas**, the Office of the District Attorney of Johnson County, Texas and Participating Government Entities named in this Agreement are desirous of entering into an Agreement between the parties regulating the disposition of property and moneys (as defined by law) seized by the SCU pursuant to civil and criminal statutes of the State of Texas; and
- 2.9 **Whereas**, the District Attorney has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and
- 2.10 **Whereas**, the Parties must confront the threats to public health and safety posed by possible criminal activity capable of causing severe damage to property and danger to life; and
- 2.11 **Whereas**, the governing officials of the parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property and the investigation of certain criminal activity and the apprehension of suspects; and
- 2.12 **Whereas**, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with the investigation of certain criminal activity and the apprehension of suspects and are so authorized to make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); and Chapter 362, Local Government Code; and
- 2.13 **Whereas**, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible and with the maximum efficiency, and thus desire to enter into an agreement to provide Mutual Aid.

NOW THEREFORE, for the mutual consideration stated herein the parties agree as follows:

3. MEMBERSHIP

- 3.1 The person designated to control and coordinate the activities of the Special Crimes Unit shall be known as the Special Crimes Unit Commander
- 3.2 The parties to this Agreement are the PGEs described above.
- 3.3 In order to establish and staff the Johnson County Special Crimes Unit the PGEs will assign and provide the following personnel to the Johnson County Special Crimes Unit:
- 3.4 Johnson County will provide five (5) or more sworn peace officers and one (1) administrative person.
- 3.5 Alvarado will provide one (1) or more sworn peace officers.
- 3.6 Burleson will provide two (2) or more sworn peace officers and one (1) administrative person.
- 3.7 Cleburne will provide two (2) or more sworn peace officers.
- 3.8 Joshua will provide one (1) or more sworn peace officers.

4. BOARD OF DIRECTORS

- 4.1 The SCU shall be managed by a Board of Directors.
- 4.2 The Board of Directors, hereinafter referred to as the Board shall consist of the following persons:

Johnson County District Attorney
The Chief of Police of each PGE
The Johnson County Sheriff
The Johnson County Attorney
- 4.3 The Chairman of the Board of Directors shall be the Johnson County District Attorney.
- 4.4 Each Board member shall have one vote.
- 4.5 Each Board member may be represented at Board meetings by such employee of the Board members office as the Board member may choose to designate.
- 4.6 Any action by the Board shall require a majority vote of the Board members present at the meeting.

- 4.7 A quorum of the Board members shall be in attendance at a meeting of the Board in order for the Board to take any official action.
- 4.8 The Board may delegate specified functions or actions to the Commander or other Board members or persons.
- 4.9 Any expenditure of funds for a purchase or contract in excess of \$15,000.00 shall be approved by the Board of Directors and by the governing bodies of the PGEs as required by law.
- 4.10 All contracts and purchases shall be made in accordance with Texas Government Code and Local Government Code purchasing and contracting requirements for municipalities and counties.
- 4.11 The SCU Board Chairman shall exercise oversight of the SCU.
- 4.12 Any SCU Board member or their designee may conduct audits of property, assets, or funds at their discretion.
- 4.13 The Chairman shall report any discrepancies or improprieties to the Board of Directors.

5. MANAGEMENT, EQUIPMENT and HOUSING

- 5.1 Johnson County will provide office and storage space through the Johnson County Sheriff's Office including associated utilities, phone lines and, data lines.
- 5.2 The Johnson County Auditor's Office will collect, hold and disburse funds on behalf of the SCU and perform budgetary functions in the same manner as it performs such functions for Johnson County.
- 5.3 The Johnson County Auditor or his designee shall perform annual audits of the property, funds and expenditures of the SCU in the same manner that other County programs or departments are audited. The property, funds and expenditures of the SCU is also subject to independent audit at the Johnson County Auditor's discretion.
- 5.4 The Johnson County Auditor or his designee shall perform unannounced audits of imprest funds at his discretion and report the findings of the audit to the Chairman of the Board.
- 5.5 The Commander of the SCU shall have the authority to make expenditures not to exceed fifteen thousand dollars (\$15,000.00) without obtaining prior approval of the board of the SCU or the PGEs.
- 5.6 All proceeds of asset forfeitures and proceeds resulting from the sale of seized or forfeited assets shall be received by and maintained by the Johnson County Auditor until the SCU Commander requests that specific funds be disbursed for payment of expenses

within the annual budget of the SCU, or until a written directive signed by a **majority** of the **board of directors** of the SCU authorizes disbursement of funds to a PGE.

- 5.7 Those administrative and accounting functions not performed by the Johnson County Auditor's Office shall be performed by the administrative personnel assigned to the SCU.
- 5.8 Each agency will provide fuel and maintenance for the automobiles that it contributes to the SCU. However, any PGE may provide and is authorized by all entities adopting this agreement to provide at its discretion and subject to availability of resources, maintenance on the vehicles being utilized by the SCU whether any such vehicle is owned by the PGE providing the maintenance service or some other governmental entity.

6. BUDGET

- 6.1 The operating budget for the current fiscal year for the STOP SCU is attached hereto and incorporated herein for all purposes. A budget for the STOP SCU shall be established and adopted each year in accord with the resources available to the STOP SCU and those made available by the PGEs.

7. CONTRIBUTION AND DISTRIBUTION

- 7.1 SCU personnel will report to duty during the hours specified by the SCU Commander.
- 7.2 Each PGE will compensate the SCU personnel detailed from the PGE to the SCU according to the compensation plan of the PGE for which the respective SCU personnel are employed.
- 7.3 Annually, the SCU Commander shall provide a written evaluation to the PGE from which each of the SCU personnel are detailed concerning the performance of each person detailed to the SCU. This information shall be reflected in the annual evaluation of the individual SCU personnel.
- 7.4 The Commander of the SCU shall be subject to performance review by the Chairman of the Board. The Chairman of the Board shall annually review the performance of the SCU Commander.

8. TRANSFER OF CERTAIN FORMER STOP NARCOTICS TASK FORCE ASSETS

- 8.1 Certain parties to this Agreement were previously participants in a multi-jurisdictional organization known as the STOP Narcotics Task Force.
- 8.2 Said STOP Narcotics Task Force has been dissolved and the activities wound down and assets distributed to the entities which participated in said STOP Narcotic Task Force.

- 8.3 The PGEs who are parties to this Agreement wish and desire to assign and do hereby assign all assets which are distributed to, or allocated to such individual governmental entity as a result of the dissolution of the STOP Narcotics Task Force to the use and benefit of the STOP SCU. The Johnson County cities which participated in the S.T.O.P. Narcotics Task Force recognize that certain proceeds and equipment (program income) is held and owned by Johnson County and said cities desire that the equipment and proceeds resulting from the dissolution of said Task Force remain the property of Johnson County for the purpose of organizing and operating the STOP SCU.
- 8.4 Officers or employees whose job assignment is primarily to the STOP SCU may hereafter be referred to Stop the Offender Program or STOP personnel or officers or as Special Crimes Unit Personnel (SCUP) or in the case of sworn officers only, Special Crimes Unit Officers (SCUOs).

9. SELECTION OF STOP SCU COMMANDER

- 9.1 The STOP SCU Commander shall serve at the pleasure of the Board of Directors and shall be selected by a majority vote of the Board.
- 9.2 Any action to dismiss or replace the selected Commander from his duties as STOP SCU Commander shall require a majority vote of the Board.

10. SCU COMMANDER SCOPE OF AUTHORITY

- 10.1 When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any PGE will be under the operational control of the SCU Commander.
- 10.2 The Commander shall set working hours, place of work, and shall have day to day control of the work activities of the persons assigned to the STOP SCU.
- 10.3 The command and control of investigations and law enforcement activities shall be under the control and supervision of the Commander.
- 10.4 The Commander has the authority to determine whether any equipment being provided by any PGE or any entity which desires to become a PGE is of a type and quality that will benefit the STOP SCU. All such equipment must be in good working order and not in need of immediate maintenance or repair.
- 10.5 All personnel who are assigned to the SCU must meet the fitness and firearms qualifications of their PGE, along with personal character standards established and interpreted by the Commander.
- 10.6 Providing and continuing to provide personnel and equipment that are reasonably satisfactory to the Commander for the purposes set out herein may be a condition of continued participation in the SCU.

- 10.7 The SCU Commander will develop and adopt a manual setting forth standards for the personnel assigned to the SCU. Such assignment to the SCU does not create additional rights of employment and does not make the SCU personnel an employee of any entity other than the one which formally identifies itself as the employer of the person.
- 10.8 The SCU Commander will report to the Chairman of the Board of the SCU.

11. DISTRICT ATTORNEY PARTICIPATION

- 11.1 The District Attorney will diligently pursue all prosecutable forfeiture actions which arise from operations initiated and investigated by the SCU.
- 11.2 Property seized by the SCU under the provisions of law shall remain in the custody of the SCU or subject to the control of the SCU Commander until final disposition of the forfeiture action.
- 11.3 Funds seized by the SCU under the provisions of law may be placed in the custody of the Johnson County Treasurer until final disposition of the forfeiture action, provided such funds are maintained and accounted for separately subject to review by the SCU and the Johnson County Auditor or Chief Financial officer of any PGE.
- 11.4 Upon final disposition of a forfeiture action, all funds, interest accrued, and property attributable to the efforts of the SCU shall be awarded to the SCU for utilization in its continued operation.
- 11.5 All property and funds awarded to the SCU under forfeiture action represent SCU income. These funds shall be added to the funds committed to the project by the PGEs. SCU income (forfeiture, etc.) may be retained by the SCU in an account established by the Johnson County Auditor's Office. The funds may be retained from year to year until such time as they are distributed among the District Attorney's Office and the PGEs pursuant to the terms of this Agreement or such other written agreement for the distribution of funds and property as may be executed by the PGEs. Retained SCU funds must be used for purposes that further the objectives of the Agreement.
- 11.6 Property awarded to the SCU may be sold by the SCU according to the laws governing disposition of seized or forfeited property and the income from such sales shall be classified as SCU income.

12. CONSIDERATION

- 12.1 The consideration for the making of this Agreement is the mutual benefit received in enhanced law enforcement capability of each Participating Governmental Entity and the benefit conferred by each making the contribution of funds and personnel described herein.

13. ALLOCATION OF FUNDS

- 13.1 Any allocation of funds from program income shall be made no more than once annually if a surplus is determined to exist by the Board of Directors.

14. OWNERSHIP OF EQUIPMENT UPON TERMINATION

- 14.1 Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the PGE which supplied the equipment or the PGE to which it was allocated.

15. DUTIES OF PARTIES

- 15.1 Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

16. INSURANCE

- 16.1 **WORKERS' COMPENSATION COVERAGE:** Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- 16.2 **GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY:** To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of, or in any way connected with, its own actions, and the actions of its personnel in providing services or assistance pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- 16.3 **OTHER COVERAGE:** Each PGE shall provide and maintain their standard packages of medical and death benefit insurance coverage, while their personnel are assigned to the SCU.
- 16.4 **NO WAIVER:** No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

17. MISCELLANEOUS PROVISIONS

- 17.1 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement.
- 17.2 The expense of any payments or performance required by this Agreement shall come from the current revenues available to the parties; and
- 17.3 By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and the Agreement shall not create rights in persons not a party to this Agreement.
- 17.4 It is understood that certain Parties may have heretofore contracted, or may hereafter contract with each other, for Mutual Aid in Law Enforcement situations, and it is agreed that, to the extent there is a conflict between this Agreement and any such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual contract. Notwithstanding the foregoing, the Parties acknowledge that each Party may also be a party to agreements, similar to this Agreement, with other government entities.
- 17.5 The Parties agree that Mutual Aid, in the context contemplated herein, is a "governmental function and service", and that the Parties are "local governments", as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.
- 17.6 If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this Agreement are severable.
- 17.7 If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and, as so modified, this Agreement shall continue in full force and effect.
- 17.8 This Agreement may be amended only by the mutual written consent of the Parties.
- 17.9 Any Party may at any time, by resolution or notice given to all the other Parties, decline to participate in the SCU. The governing body of a Party, which is a signatory hereto, shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement, as between the other Parties hereto. Termination of this Agreement as to one party does not cause a dissolution of the SCU, and further; any party withdrawing from the SCU will not be entitled to withdraw any portion or the proceeds or equipment that were derived from the dissolution of the S.T.O.P. Narcotics Task Force from the SCU.

- 17.10 This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17.11 The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision, and are not to be used in construing this Agreement.
- 17.12 This Agreement shall become effective as to each Party on the date of execution by all of the PGEs named herein and shall continue in force and remain binding on each and every Party until terminated by the terms of this Agreement.
- 17.13 Each named Participating Governmental Entity, by approval of this Agreement hereby authorizes the persons named as members of the Board of Directors from that City or from Johnson County to act in the capacity as a member of the Board of Directors of the STOP SCU and take such actions as are authorized by law. The County and each named city also delegate such authority and power to the persons constituting the board as may be lawfully delegated and as is necessary and lawful to carry out the provisions of this agreement.
- 17.14 Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- 17.15 The parties hereto understand and agree that this Agreement does not create an independent political subdivision, corporation or other independent legal entity. This agreement provides a structure for political subdivisions to work together to achieve certain common law enforcement goals.

18. NOTICE

- 18.1 Notice to Johnson County shall be accomplished by delivery to the Johnson County Judge, Johnson County Judge's Office, Two North Main Street, Cleburne, Texas 76033.
- 18.2 Notice to the Johnson County Sheriff shall be accomplished by delivery of notice via certified mail to the Johnson County Sheriff at 1102 E. Kilpatrick, Cleburne, Texas 76031.
- 18.3 Notice to the City of Cleburne shall be accomplished by delivery of notice via certified mail to the Chief of Police at 302 West Henderson, Cleburne, Texas 76033.
- 18.4 Notice to the City of Burleson shall be accomplished by delivery of notice via certified mail to the Chief of Police at 1161 S.W. Wilshire Blvd., Burleson, Texas 76028.
- 18.5 Notice to the City of Alvarado shall be accomplished by delivery of notice via certified mail to the Chief of Police at 600 S Pkwy Dr., Alvarado, Texas 76009.

- 18.6 Notice to the City of Joshua shall be accomplished by delivery of notice via certified mail to the Chief of Police at 102 S. Main St., Joshua, Texas 76058.
- 18.7 Notice to the District Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County District Attorney, Johnson County District Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Second Floor, Cleburne, Texas 76033.
- 18.8 Notice to the County Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County Attorney, Johnson County Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Fourth Floor, Cleburne, Texas 76033.

19. AUTHORITY TO EXECUTE

- 19.1 This Agreement has been executed by the Parties hereto; each respective entity acting by and through its duly authorized official as required by law; on multiple counterparts, each of which shall be deemed to be an original. The date of execution shall be the date specified on the last of the multiple counterparts executed by the PGEs named herein.
- 19.2 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 19.3 This Agreement may be amended or supplemented from time to time by the addition or modification of terms approved by the governing bodies of the entities participating herein.
- 19.4 The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance, or resolution, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
- 19.5 The parties hereto recognize and understand that the signature hereon of the Sheriff, District Attorney, County Attorney, and Chiefs of Police of the various cities signifies an agreement to cooperate in attaining the goals of this Agreement and does not represent or purport to represent the authority to bind Johnson County or their respective cities.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

JOHNSON COUNTY, TEXAS:

NAME: Christopher Boedeker

Signature: _____
County Judge, Johnson County

DATE: _____

Attest: _____
County Clerk Johnson County

CITY OF ALVARADO:

NAME: Paul DeBuff

Signature: _____
City Manager

DATE: _____

NAME: Teddy May

Signature: _____
Chief of Police

DATE: _____

CITY OF BURLESON:

NAME: Chris Fletcher

Signature: _____
Mayor

DATE: _____

NAME: Billy Cordell

Signature: _____
Chief of Police

DATE: _____

CITY OF CLEBURNE:

NAME: Michael Marrero

Signature: _____
City Manager

DATE: _____

NAME: Rob Severance

Signature: _____
Chief of Police

DATE: _____

CITY OF JOSHUA:

NAME: Mike Peacock

Signature: _____
City Manager

DATE: _____

NAME: Shawn Fullagar

Signature: _____
Chief of Police

DATE: _____

DISTRICT ATTORNEY:

NAME: Tim Good

Signature: _____

DATE: _____

COUNTY ATTORNEY:

NAME: Bill Moore

Signature: _____

DATE: _____

JOHNSON COUNTY SHERIFF:

NAME: Adam King

Signature: _____

DATE: _____

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Errick Thompson, Director
MEETING: January 6, 2025

SUBJECT:

Consider approval of a Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$350,000.00. (*Staff Contact: Errick Thompson, Director of Public Works*)

SUMMARY:

The City of Burleson currently purchases fuel for its fleet from Mansfield Oil Company of Gainesville via an inter-local purchasing agreement with the City of Fort Worth. The City of Fort Worth is completing a new procurement for its next multi-year fuel contract and, in the meantime, has entered into a six-month extension with Mansfield Oil Company of Gainesville to allow time to complete their on-going procurement.

This item seeks approval for a corresponding six-month agreement with Mansfield Oil Company of Gainesville via the City of Fort Worth. Once the new Fort Worth contract is in place, staff anticipates coming back to council by spring for consideration of a longer-term contract covering Burleson's fuel needs.

Purchasing fuel through the Fort Worth contract provides the best value to the City as the pricing in that contract is based on a much volume of fuel resulting in better fuel prices than the City of Burleson's smaller volume could achieve alone.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$350,000.00.

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

December 11, 2023 – City Council approved a contract with Mansfield Oil Company of Gainesville through December 31, 2024

REFERENCE:

CSO#5326-12-2023

FISCAL IMPACT:

Proposed Expenditure: \$350,000.00
Account Number: 601-30-32-3201-0000-63525
Fund: Equipment Services Fund
Account Description: Fuel

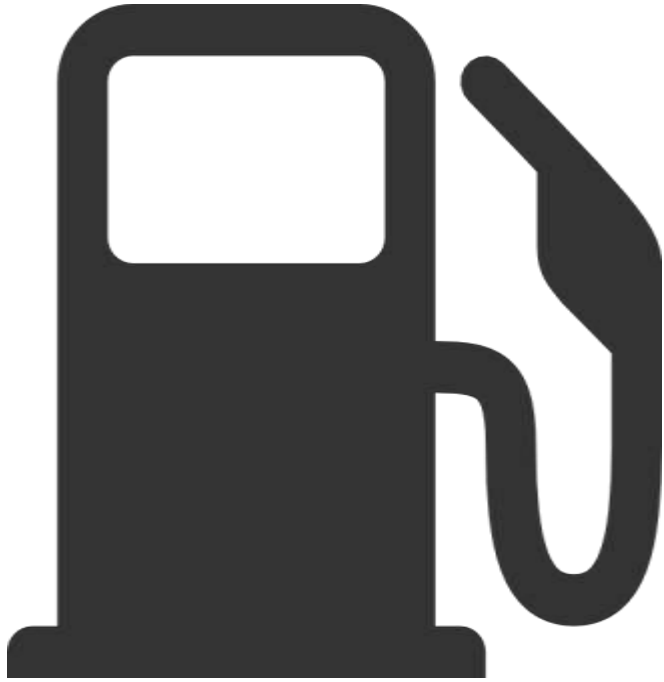
STAFF CONTACT:

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



Motor Fuel Contract

Agenda



- Background
- Action Requested
- Recommendation

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Background



- State Law authorizes local governments to participate in cooperative purchasing via Inter-local agreements
- Burleson has traditionally used Inter-local Purchasing Agreement with Fort Worth in order to access more cost-effective fuel contracts based on Fort Worth's significantly larger volume
- Burleson City Council approved our most recent fuel contract December 11, 2023 for a term ending December 31, 2024
- City of Fort Worth's procurement of a new multi-year contract is underway and anticipated to be awarded within the next six months; in the meantime they awarded a six-month extension to the expiring contract vendor, Mansfield Oil Company of Gainesville

Action Requested



Staff proposes a six-month Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$350,000.00

- This contract would continue providing fuel needed to operate the city fleet including vehicles and equipment for police, fire, parks, public works, inspections, and others
- This contract would be funded by the existing FY25 budget for fuel with contract expenses only for the fuel ordered and delivered
- Staff anticipates coming back to council once the longer-term City of Fort Worth contract is awarded for consideration of a corresponding fuel contract for Burleson

Recommendation

Staff recommends approval of a Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$350,000.00



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Questions / Discussion

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



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Mansfield Oil Company of Gainesville, Inc. ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the City of Fort Worth, TX Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No. 53315-A1**, as amended, (the "Agreement") with an expiration date of 06/30/2025.

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

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

Motor fuels as outlined in Attachment A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

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

Purchase Price - Payments under this Customer Agreement are in the amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) ("Purchase Price").

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

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

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

☐ **Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

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

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

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

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

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 6TH day of JANUARY 2025 .

CITY OF BURLESON


By: _____

Name: _____

Title: _____

Date: _____

VENDOR, Mansfield Oil Company of Gainesville, Inc.

Signed By: 

By: _____

Name: Dan Luther

Title: VP, Government Sales

Date: 12/12/2024

ATTACHMENT A**AMENDMENT NO. 1 TO
CITY SECRETARY CONTRACT NO. 53315**

This Amendment is made and entered into by and between the City of Fort Worth (hereafter “City”) and Mansfield Oil Company of Gainesville, Inc. (hereafter “Supplier”). City and Agency may be referred to individually as a “Party” and jointly as “the Parties”.

WHEREAS, on January 1, 2020, the Parties entered into City Secretary Contract 53315 for motor fuels, aviation fuels and related services; and

WHEREAS, the Parties mutually agree to amend the Agreement to extend the term for an additional six-month period.

NOW, THEREFORE, the Parties, acting herein by and through their duly authorized representatives, enter into the following agreement:

**I.
AMENDMENTS**

The term of the Agreement is hereby extended to June 30, 2025. In the event that more time is needed to complete these tasks, Supplier and City may mutually agree to a final six-month extension in writing.

**II.
ALL OTHER TERMS SHALL REMAIN THE SAME**

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

**III.
ELECTRONIC SIGNATURE**

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

ACCEPTED AND AGREED:

<p>By: <u>Dana Burghdoff</u> Name: Dana Burghdoff Title: Assistant City Manager</p> <p>Date: <u>Sep 3, 2024</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u>Marilyn Marvin</u> Name: Marilyn Marvin Title: Interim Property Management Director</p> <p>ATTEST:</p> <p>By: <u>Jannette S. Goodall</u> Name: Jannette S. Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u>Eliana Guevara</u> Name: Eliana Guevara Title: PMD Assistant Director</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u>Jessika Williams</u> Name: Jessika Williams Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C:19-0413 1295: 2019-558786</p>
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Mansfield Oil Co. of Gainesville, Inc.

By: Dan Luther
Name: Dan Luther
Title: Vice President Government Sales

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

CITY COUNCIL AGENDA



DATE: 12/17/2019 **REFERENCE NO.:** M&C 19-0413 **LOG NAME:** 13PMOTOR AND AVIATION FUEL LSJ PMD

CODE: P **TYPE:** NON-CONSENT **PUBLIC HEARING:** NO

SUBJECT: Award a Multiple National Award and Authorize Execution of Non-Exclusive Agreements with Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation in an Annual Amount Up to \$12,000,000.00 for Motor Fuels and Aviation Fuels for the Property Management Department and Other Public Agencies; Authorize Execution of a Rebate Agreement with National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council:

1. Award a multiple national award to Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation as suppliers of motor and aviation fuels for public agencies in all forty-eight contiguous states in the United States;
2. Authorize Execution of Non-Exclusive Agreements with Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation in an annual amount up to \$12,000,000.00 for Motor and Aviation Fuels for the Property Management Department; and
3. Authorize Execution of a Rebate Agreement with National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

DISCUSSION:

The Property Management Department and other public agencies throughout the United States will use these agreements to obtain unleaded, diesel, Jet-A fuels, and alternative fuels required in the DFW nonattainment area to supply and operate equipment. No guarantee was made that a specific amount of these fuels would be purchased. Unleaded and diesel fuel will be used by various City departments. The Jet-A aviation fuel will be used by the Police Department.

The City previously awarded separate agreements for unleaded fuels and diesel fuels on December 2, 2014 (M&C P-11056) and for Jet-A aviation fuel on June 7, 2011 (M&C P-11716). The previous Agreements were competitively bid. During the previous year, the City purchased approximately \$5,370,552.18 of motor fuels and approximately \$42,643.00 of Jet-A aviation fuels. The additional estimated annual amount listed in this action is requested to cover potential increases in prices and volumes over the five year term of the Agreement. A price change of 50 cents per gallon can impact the annual expenditures by \$1,000,000.00.

Other public agencies participating in the previous agreements have purchased approximately 44,194,959 gallons of motor fuels. The City of Fort Worth expects to save approximately \$45,000.00 annually over previous agreements as a direct result of the increased volume of participation of the other public agencies.

Under the Rebate Agreement, the City of Fort Worth will receive a minimum of 8.333 percent of a one-cent administration fee that is paid to National Intergovernmental Purchasing Alliance d/b/a OMNIA Partners, Public Sector by the petroleum vendors for each gallon of fuel sold under these national cooperative contracts. This rebate could generate approximately \$50,000.00 annually in revenue to the City. The City will have no liability or responsibility for purchases by other public agencies. The Non-Exclusive Agreements were bid as a National Cooperative Purchasing Request for Proposals (RFP) to develop and encourage cooperative purchasing efforts to reduce the cost of motor and aviation fuel to the City and other public agencies. The RFP included estimated annual quantities from current public agencies using the contract and allowed for quantities additional new agencies may have under the contract with a total estimated quantity of 50 million gallons. The RFP evaluation factors included responsiveness and clarity of proposal, ability to meet City of Fort Worth specifications, the National Program, vendor qualifications and contract cost. Representatives of the City's Property Management Department, Fire, Police, Code Compliance, Transportation and Public Works and Water Departments were invited to participant in the evaluation. However, only Purchasing Division, Property Management Department, and Code Compliance participated in the evaluation of the proposals received and found all five participating fuel providers qualified in multiple categories; Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation to be the best evaluated firms for award of the agreements.

ADVERTISEMENT - A Request for Proposals (RFP) was advertised in the Fort Worth Star-Telegram on August 21, 2019, August 28, 2019, September 4, 2019, September 11, 2019, September 18, 2019, September 25, 2019 and October 2, 2019. Thirteen vendors were solicited from the purchasing database; five responses were received.

M/WBE OFFICE - A waiver of the goal for MBE/SBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office, in accordance with the BDE Ordinance, because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

ADMINISTRATIVE CHANGE ORDER - An administrative change order or increase may be made by the City Manager in the amount up to \$50,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

AGREEMENT TERM - Upon City Council approval, these Agreements shall have an initial term of five years beginning on January 1, 2020 and ending on December 31, 2020.

RENEWAL OPTIONS - These Agreements may be renewed for up to four successive one-year terms at the City's option. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendations funds are available in the current operating budget, as appropriated, and that contingent on the approval and the adoption of the Fiscal Year 2021 Budget by the City Council, funds will be available in the Fiscal Year 2021 Operating Budget, as appropriated, in the Fleet & Equipment Services (Fleet & Equip Serv) Fund. Prior to an expenditure being incurred, the Property Management Department has the responsibility to validate the availability of funds.

BQN\

TO

Fund	Department	Account	Project	Program	Activity	Budget	Reference #	Amount
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	ID		ID			Year	(Chartfield 2)	
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Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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<u>Submitted for City Manager's Office by:</u>	Kevin Gunn (2015)
<u>Originating Department Head:</u>	Reginald Zeno (8517)
<u>Additional Information Contact:</u>	Cynthia Garcia (8525) LaKita Slack-Johnson (8314)

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**I.
AMENDMENTS**

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<p>By: <u>Dana Burghdoff</u> Name: Dana Burghdoff Title: Assistant City Manager</p> <p>Date: <u>Sep 3, 2024</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u>Marilyn Marvin</u> Name: Marilyn Marvin Title: Interim Property Management Director</p> <p>ATTEST:</p> <p>By: <u>Jannette S. Goodall</u> Name: Jannette S. Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u>Eliana Guevara</u> Name: Eliana Guevara Title: PMD Assistant Director</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u>Jessika Williams</u> Name: Jessika Williams Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C:19-0413 1295: 2019-558786</p>
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Mansfield Oil Co. of Gainesville, Inc.

By: Dan Luther
Name: Dan Luther
Title: Vice President Government Sales

CITY COUNCIL AGENDA



DATE: 12/17/2019 **REFERENCE NO.:** M&C 19-0413 **LOG NAME:** 13PMOTOR AND AVIATION FUEL LSJ PMD

CODE: P **TYPE:** NON-CONSENT **PUBLIC HEARING:** NO

SUBJECT: Award a Multiple National Award and Authorize Execution of Non-Exclusive Agreements with Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation in an Annual Amount Up to \$12,000,000.00 for Motor Fuels and Aviation Fuels for the Property Management Department and Other Public Agencies; Authorize Execution of a Rebate Agreement with National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector (ALL COUNCIL DISTRICTS)

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BQN\

TO

Fund	Department	Account	Project	Program	Activity	Budget	Reference #	Amount
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	ID		ID			Year	(Chartfield 2)	
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by:

Kevin Gunn (2015)

Originating Department Head:

Reginald Zeno (8517)

Additional Information Contact:

Cynthia Garcia (8525)
LaKita Slack-Johnson (8314)

ATTACHMENTS

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.

Mansfield Oil Company of Gainesville, Inc
Gainesville, GA United States

Certificate Number:
2024-1249126

Date Filed:
12/13/2024

Date Acknowledged:

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

City of Burleson

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

53315-A1
Motor Fuel

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Dan Luther, and my date of birth is [REDACTED].

My address is [REDACTED] (street), [REDACTED] (city), [REDACTED] (state), [REDACTED] (zip code), USA (country).

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

Executed in Hall County, State of Georgia, on the 13 day of December, 20 24.
(month) (year)

Dan Luther

Signature of authorized agent of contracting business entity
(Declarant)

113

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

MEETING: January 6, 2025

SUBJECT:

Consider and take possible action on a settlement and release agreement with Mark Eder. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

SUMMARY:

The item before the city council is the settlement and release agreement with Mark Eder.

RECOMMENDATION:

n/a

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

n/a

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mrribitzki@burlesontx.com
817-426-9664

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

MEETING: January 6, 2025

SUBJECT:

Consider and take possible action on a settlement and release agreement with Demetria Wiley. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

SUMMARY:

The item before the city council is the settlement and release agreement with Demetria Wiley.

RECOMMENDATION:

n/a

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

n/a

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mrribitzki@burlesontx.com
817-426-9664

City Council Regular Meeting

DEPARTMENT: Legal

FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services

MEETING: January 6, 2025

SUBJECT:

Consider and take possible action on a resolution approving a settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with retailer Kroger and authorizing the City Manager to execute all necessary documents in connection with the same. (*Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)

SUMMARY:

The Office of the Texas Attorney General has announced a settlement with Kroger in the multistate litigation initiated by several states to resolve legal claims regarding the opioid crisis. The settlement is in addition to the prior settlements with opioid manufacturers and distributors.

Overall, the settlement requires Kroger to pay \$83 million to Texas and its political subdivisions. The vast majority of the settlement amount is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The settlement also contains injunctive relief provisions governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas, including the city of Burleson, are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating Texas political subdivisions. Settlement funds received by the state and political subdivisions must be used to support any of a wide variety of specified strategies to fight the opioid crisis. Summarily, funds received can be used for opioid abatement strategies that treat, mitigate, prevent opioid use as well as recoup costs to respond to the opioid epidemic. At this time, City staff does not have an estimate of how much the City would receive under this settlement.

At this time, the Attorney General's Office does not know when the settlement funds will be paid by the Texas Comptroller and Texas Opioid Council.

The Attorney General's Office recommends that the City determine whether to participate in the settlement with Kroger well before the January 26, 2025, deadline.

RECOMMENDATION:

Approve

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

None, though the City Council has previously approved the City participate in the opioid settlement agreements with retailers Allergan, CVS, Walgreens, Walmart in April of 2023, and with various opioid distributors.

REFERENCE:

n/a

FISCAL IMPACT:

n/a

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS AUTHORIZING PARTICIPATION WITH THE STATE OF TEXAS, THROUGH THE OFFICE OF THE ATTORNEY GENERAL, IN RESOLVING OPIOID-RELATED CLAIMS AGAINST KROGER UNDER THE TERMS AND CONDITIONS SET FORTH IN THE KROGER TEXAS STATE-WIDE OPIOID SETTLEMENT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE SAME; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, on November 8, 2021, the City adopted a resolution approving the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City received notice that the Office of the Attorney General has now reached a settlement with the retailer Kroger; and

WHEREAS, the City can participate in this settlement by adopting the Texas Subdivision and Special District Election and Release Form attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the “Release Form”); and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of Burleson support the adoption and approval the Texas Term Sheet in its entirety; and

WHEREAS, the City Council of the City of Burleson, Texas (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Burleson, (ii) supports the addition of Kroger to those previously adopted; (iii) supports the adoption and approval the Release Form finds it to be in the public interest to approve such settlement.

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

Section 1

The City Manager is hereby authorized on behalf of the City to execute the Release Form.

Section 2

The City Secretary is hereby directed to return a copy of the executed Release Form to the Office of the Attorney General by electronic-mail through the email address opiods@oag.texas.gov.

Section 3

This resolution shall become effective immediately upon passage.

PASSED AND SO RESOLVED by the City Council of the City of Burleson, Texas, this _____ 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

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	City of Burleson	Texas
Authorized Official:	Tommy Ludwig, City Manager	
Address 1:	141 W Renfro St	
Address 2:		
City, State, Zip:	Burleson, TX 76028	
Phone:	817-426-9664	
Email:	citymanager@burlesontx.com	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: January 6, 2025

SUBJECT:

Consider and take possible action on a construction contract with Northstar Construction LLC for Sidewalk Program FY23 at Pleasant Manor Ave in the amount of \$72,593.00. (ST2360) (Staff Presenter: Eric Oscarson, Deputy City Manager)

SUMMARY:

On May 1, 2023, City Council passed a resolution supporting an application submission to the Texas Department of Transportation (TxDOT) for federal grant funding to complete the city's 10-mile loop bicycle and trail route. Staff submitted the application on June 5, 2023. The project was estimated to cost approximately \$16 million in total, with the City contributing a 20% (\$3.2 million) match. Consistent with the council resolution, all available Sidewalk Program and sidewalk project funding in the 2022 G.O. Bond Program would be accelerated into FY24, in the 5-year CIP, and combined to form the City's match. In October 2023, staff received notification that the 10-Mile Loop Completion project was not selected by TxDOT for funding.

Staff reviewed the list of projects from the grant application supporting completion of the 10-mile loop to select smaller projects for feedback from the Infrastructure & Development (I&D) Committee at its January 10, 2024, meeting. The Committee recommended Pleasant Manor sidewalk project and other sidewalks.

The project was advertised for construction bids beginning November 1, 2024. Eight bids were publicly opened on November 25, 2024 as summarized below. Northstar Construction provided the lowest responsible bid. The construction bids are based on a 60-calendar day contract period. Staff anticipates issuing a Notice to Proceed to begin contract time in early February

Cam-Crete Contracting Inc-\$88,702.00

Don Smith Concrete LLC- \$120,086.00

Grod Construction LLC- \$98,434.00

JAAY Concrete Paving- \$104,437.00

Northstar Construction LLC - \$72,593.00

Precision Road Services - \$138,044.19

Rock Solid Inc. - \$105,358.00

Talbert Companies - \$97,248.00

RECOMMENDATION:

Approve the construction contract with Northstar Construction LLC for Sidewalk Program FY23 at Pleasant Manner in the amount of \$72,593.00.

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

05/01/2023 – Council adopted a resolution supporting the City’s application to the Texas Department of Transportation 2023 Transportation Alternatives Grant program.

01/10/2024 – Infrastructure & Development Committee supported leaving the funding in the current fiscal year and prioritized projects for implementation.

REFERENCE:

CSO5097-05-2023 – Resolution supporting the City’s application to the TXDOT 2023 TA Call for Projects

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Street Go Bond

Full Account #: 4213101-70020

Project (if applicable): ST2360

STAFF CONTACT:

Eric Oscarson

Deputy City Manager

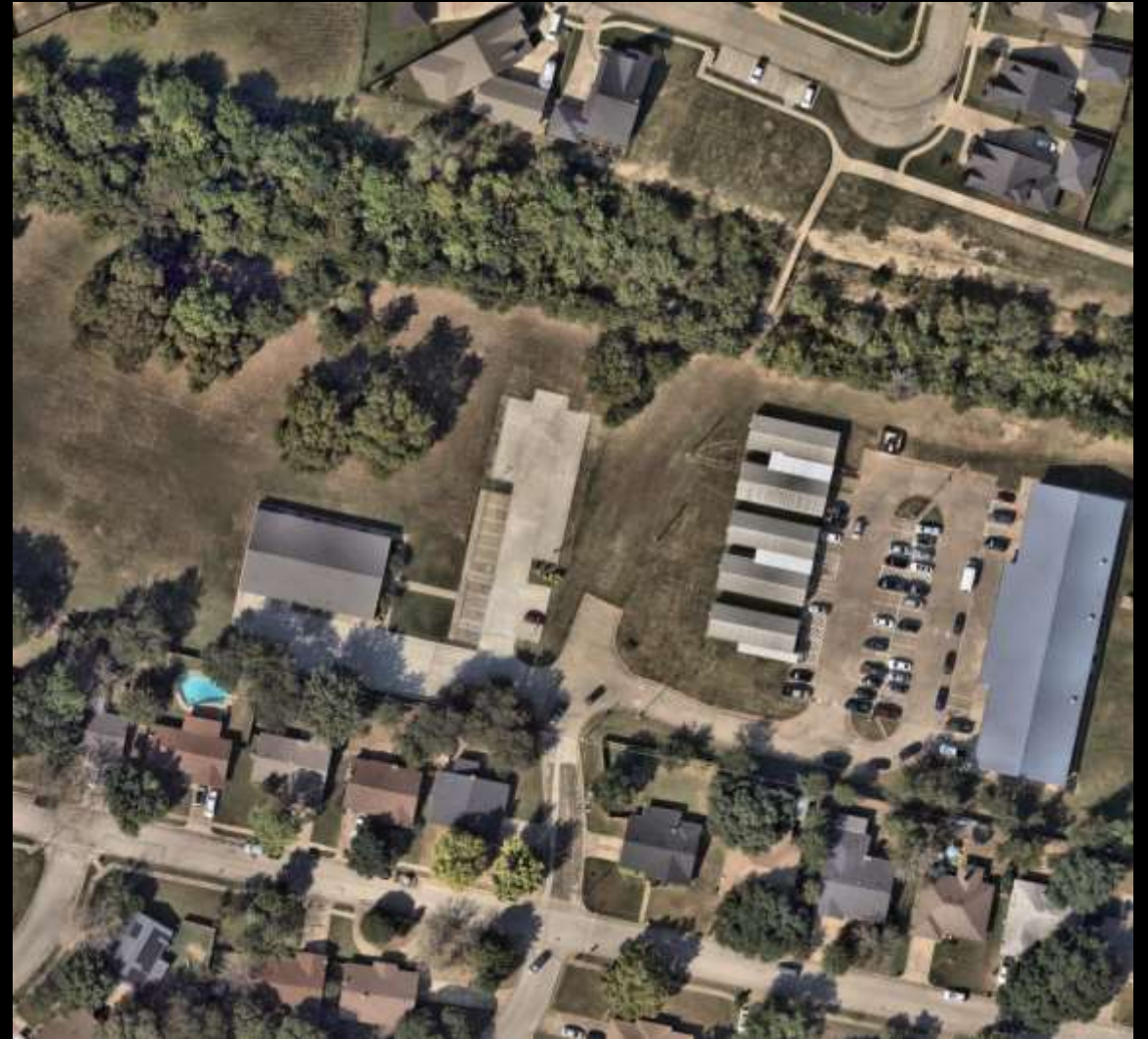
esoscarson@burlesontx.com

817-426-9837

Northstar Construction, LLC

SIDEWALK PROGRAM-FY23 PLEASANT MANOR AVE

Construction Contract



PROJECT BACKGROUND AND OVERVIEW

THE PROJECT CONSISTS OF

- Connecting Heritage Village trail pedestrian bridge to sidewalk along Lynnewood Ave.
- Project was also presented to and supported by the Community & Intergovernmental Relations Committee January 10, 2024



PROPOSED CONTRACT



ADVERTISED FOR BIDS NOVEMBER 1, 2024

8 BIDS RECEIVED NOVEMBER 25, 2024

Northstar Construction LLC
LOW BID \$ 72,593.00



CONTRACT TIME (FROM NOTICE TO PROCEED):
60 CALENDER DAYS

ACTION REQUESTED

Approve the construction contract with Northstar Construction LLC for Sidewalk Program FY23 at Pleasant Manor in the amount of \$72,593.00.

QUESTIONS

Eric Oscarson

Deputy City Manager

eoscarson@burlesontx.com

(817)426-9837

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. ST2360

This Contract, made and entered into this _____ day of _____, 20____, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and
NORTHSTAR CONSTRUCTION, LLC
hereinafter called "Contractor."

W I T N E S S E T H:

For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

Sidewalk Program FY23- Pleasant Manor

City of Burleson Project No. ST2360

in the City of Burleson, Texas, and all extra work in connection therewith, under the terms as stated in the NCTCOG Public Works Construction Standards as it may be amended from time to time (hereinafter called "Standard Specifications"), and under the terms of the Special Provisions of this Contract; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract documents, incorporated herein as if written word for word, and in accordance with the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the specifications as prepared by OWNER, who has been identified by the endorsement of the Contractor's written proposal, these General Provisions of the Standard Specifications, the Special Provisions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The Contractor hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to him or her and to

complete the work within 60 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor for completion of the Work in accordance with the Contract Documents in current funds based on the contract quantities and unit prices stated in the proposal or as modified by change order, the sum of which SEVENTY-TWO THOUSAND, FIVE HUNDRED NINTEY-THREE AND NO/100 DOLLARS (\$72,593.00) subject to additions and deductions, as provided therein.

Within the following thirty (30) days, Owner shall make partial payments to the Contractor for work performed during the preceding calendar month as estimated by the Owner or Owner's Representative. Ten percent (10%) of Each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts less than four hundred thousand dollars (\$400,000). Five percent (5%) of each estimate shall be retained by the Owner until final completion and acceptance of all work covered by the Contract for contracts greater than four hundred thousand dollars (\$ 400,000). Upon completion and acceptance of all work in compliance with the Contract, the Owner shall, within thirty (30) days, pay the Contractor the balance due under the terms and conditions of the Contract.

This Contract is entered into subject to the Charter and ordinances of OWNER, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this Contract is agreed to be Johnson County, Texas, for all purposes including performance and execution.

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract is held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

OWNER reserves the right to terminate this agreement immediately upon breach of any term or provision of this Contract by Contractor; or, if any time during the term of this Contract, Contractor shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide Services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel and equipment to complete the work or fail to perform any of its obligations under this Contract, then OWNER shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the Services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER. If after exercising any such remedy the cost to OWNER of the performance of the balance of the work is in excess of that part of the Contract sum which has not

theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse OWNER for such excess.

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the written agreement of the parties.

OWNER and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this Contract. Neither OWNER nor Contractor will assign, sublet, subcontract or transfer any interest in this Contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of OWNER.

It is further agreed that one or more instances of forbearance by the OWNER in the exercise of its rights herein shall in no way constitute a waiver thereof.

In performing this Contract, Contractor agrees to use diligent efforts to purchase all goods and services from Burleson Businesses whenever such goods and services are comparable in availability, quality and price.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above.

WITNESS:

CONTRACTOR

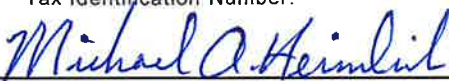
By 
Signature

Northstar Construction, LLC
Company Name

Lucas S. Heimlich
Typed/Printed Name

75-2483015
Tax Identification Number:

Project Manager
Title

By 
Signature

2112 Solona Street
Address

Michael A. Heimlich
Printed or Typed Name

Fort Worth, Texas 76117
City State Zip

President
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

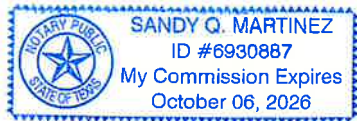
THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael A. Heimlich, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through Driver's License (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of Northstar Construction, LLC, a corporation of Tarrant County, Texas, and as President thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of December, 20 24.



My Commission Expires: 10/06/2026

Sandy Q. Martinez
Notary Public In and For The State of Texas
Sandy Q. Martinez
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

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.

Northstar Construction, LLC
Fort Worth, TX United States

Certificate Number:
2024-1250543

Date Filed:
12/18/2024

Date Acknowledged:

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

City of Burleson

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

ITB 2025-003
Sidewalk Program FY 23 At Pleasant Manor

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Heimlich, Michael	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Michael A. Heimlich, and my date of birth is [REDACTED].

My address is 2112 Solona Street, Fort Worth, TX, 76117, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 18th day of Dec., 2024.
(month) (year)

Michael A. Heimlich
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: Hugo Rodriguez, Deputy Chief Technology Officer

MEETING: January 6, 2025

SUBJECT:

Consider approval of a contract amendment with Tyler Technologies for maintenance and support of their Incode software for 3 years in the amount of \$125,594. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)

SUMMARY:

In 2016, the City implemented Tyler Technologies' Incode software to improve the efficiency and oversight of the municipal court's daily operations. This robust system is integral to the court's functionality, providing tools to manage and organize court dates, fines, judgments, and record retention. It also enables residents to make online payments for fines, reducing administrative overhead and improving convenience for the public. Additionally, the system enhances jury management by streamlining the selection and communication processes, ensuring the court's operations run smoothly and efficiently.

The requested action is to approve an amendment to the existing contract to secure ongoing maintenance and support for the Incode software. This amendment is vital to ensure the system continues to operate efficiently, as Tyler Technologies is the sole provider authorized to maintain and support its proprietary software. BTX-IT will allocate funding for this maintenance and support in the IT Support Fund, starting at \$40,633.36 for the first year, with a 3% annual increase, totaling \$125,594 over the three years.

RECOMMENDATION:

Approval of the contract amendment

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

N/A

REFERENCE:

CSO#516-09-2016

FISCAL IMPACT:

Proposed Expenditure: \$125,594
Account Number(s): 6108001-63506
Fund: 610 Support Services
Account Description: Computer Software M & R

STAFF CONTACT:

Hugo Rodriguez
Deputy Chief Technology Officer
hrodriguez@burlesontx.com
682.312.2766

INCODE SOFTWARE ANNUAL RENEWAL



In 2016, the City began using Tyler Technologies' Incode software to oversee the municipal court's daily operations.

The system helps with the following:

- Court dates, fines, judgments and record retention
- Online payments for fines
- Jury Management

The contract amendment will enable the City to keep the software current and enhance its support.

Annual software maintenance coverage includes:

- Extended support for various modules
- Software upgrades
- Software patches



Recommendation

Approval of a contract amendment with Tyler Technologies for maintenance and support of their Incode software for 3 years in the amount of \$125,594.

The funds have been budgeted in the IT Support Fund.







AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Burleson, Texas, with offices at 141 W. Renfro Street, Burleson, Texas 76028-4261 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 27, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Maintenance and Support Term. Maintenance and support services under the Agreement are hereby extended for three (3) years, commencing October 1, 2024 (the "Renewal Term"). Thereafter, the maintenance and support term will renew automatically, unless terminated in writing no less than thirty (30) days prior to the end of the then-current term.
2. Maintenance Fees. Maintenance and support fees are invoiced annually in advance of each October 1st. Your maintenance and support fees for the period commencing October 1, 2024, are set forth in the invoice attached hereto as Exhibit 1. Maintenance and support fees for years two and three of the Renewal Term, shall be subject to an increase of three percent (3%) over the previous year's fees. Thereafter, your annual maintenance and support fees shall be at Tyler's then-current rates.
3. Support Call Process. Tyler will provide maintenance and support services in accordance with the Agreement and its then-current Support Call Process. Tyler's current Support Call Process is available at the following link: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
4. Invoice. Client shall remit payment for the fees indicated in Exhibit 1 upon the Amendment Effective Date.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Burleson, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-476377	09/01/2024	1 of 2

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com



Bill To: CITY OF BURLESON
ATTN: CASEY AUSTIN
141 WEST RENFRO ST.
BURLESON, TX 76028

Ship To: CITY OF BURLESON
ATTN: CASEY AUSTIN
141 WEST RENFRO ST.
BURLESON, TX 76028

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
51319 - MAIN - MAIN	200128		USD	NET30	10/01/2024

Date	Description	Units	Rate	Extended Price
Contract No.: BURLESON, TX				
	Incode Content/Document Management Suite - Maintenance	1	394.33	394.33
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Incode Court Case Management Suite Maintenance	1	23,049.98	23,049.98
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	INCODE Court Online Component - Annual Fee	1	1,200.00	1,200.00
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Collection Agency Export Interface Maintenance	1	986.53	986.53
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Incode Scheduling - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Brazos Citation Issuing Device Interface - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Court/ Police (non-Incode) Interface - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Cashiering - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	General Ledger (non-Incode) Interface - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Criminal Court Case Management - Maintenance	1	0.00	0.00
	Maintenance Start: 01/Oct/2024, End: 30/Sep/2025			
	Online Record Search - Annual Fee	1	5,000.01	5,000.01
	Maintenance: Start: 01/Oct/2024, End: 30/Sep/2025			
	Dallas Regional Warrant Interface - Maintenance	1	3,244.11	3,244.11
	Maintenance: Start: 01/Oct/2024, End: 30/Sep/2025			
	Tyler Jury Module - Maintenance	1	6,488.21	6,488.21
	Maintenance: Start: 01/Oct/2024, End: 30/Sep/2025			
	Epson TM-H6000IV Thermal Receipt Printer Black USB New	1	270.19	270.19
	Maintenance: Start: 01/Oct/2024, End: 30/Sep/2025			

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-476377	09/01/2024	2 of 2

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF BURLESON
ATTN: CASEY AUSTIN
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BURLESON, TX 76028

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
51319 - MAIN - MAIN			USD	NET30	10/01/2024

Date	Description	Units	Rate	Extended Price
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****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	40,633.36
Sales Tax	\$0.00
Invoice Total	40,633.36

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LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Burleson Municipal Court.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who

have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- “**Third Party Terms**” means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- “**Third Party Hardware**” means the third party hardware, if any, identified in the Investment Summary.
- “**Third Party Products**” means the Third Party Software and Third Party Hardware.
- “**Third Party Software**” means the third party software, if any, identified in the Investment Summary.
- “**Tyler**” means Tyler Technologies, Inc., a Delaware corporation.
- “**Tyler Software**” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “**we**”, “**us**”, “**our**” and similar terms mean Tyler.
- “**you**” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation

of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by

the Third Party Terms.

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as

described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us 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, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Except for your payment obligations, either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise

permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will

reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or

modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: ADiaz
Name: Andy Diaz
Title: VP & Associate General Counsel
Date: 9/27/2016

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Burleson Municipal Court

By: Dle Cheatham
Name: Dale Cheatham
Title: City Manager
Date: 9/19/16

Address for Notices:

Burleson Municipal Court
141 West Renfro
Burleson, TX 76028
Attention: Director of Info. Technology



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[The remainder of this page is intentionally left blank.]

Investment Summary

Mark Eder
Burleson Municipal Court



Prepared for:	Burleson Municipal Court	Contract ID #:	2016-0160
Contact Person:	Mark Eder	Issue Date:	08/23/16
Address:	141 West Renfro Burleson, TX 76028	Sales Rep:	L. Midkiff
Phone:	817-426-9672	Tax Exempt:	Yes / No
Fax:	0.00		
Email:	0.00		

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
Total Hosted (Online) Applications		800			800	1,200
Total Applications Software						
License Fees - INCODE Court Case Management Suite	16,075	38,580	9,645		64,300	16,350
License Fees - INCODE Document Management Suite	275	660	165		1,100	
Discount if Signed by Oct. 1st 2016	(1,383)	(3,318)	(830)		(5,530)	
Total Professional Services						
Implementation				16,000	16,000	
Project Management & Final Implementation				12,500	12,500	
Totals	14,968	36,722	8,981	28,500	89,170	17,550

* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

Please Note: Travel expenses will be billed as incurred.

Software Licenses

Mark Eder
Burleson Municipal Court
August 23, 2016



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Fee
Incode Court Case Management Suite				64,300	16,000	16,075
Criminal Court Case Management	41,000	120	15,000			
Cashiering	4,400	8	1,000			
Incode Scheduling (Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)	6,900	Included	Included			
Brazos Citation Issuing Device Interface (Citation Import, Auto Citation Import, Warrant Export)		Included	Included			
Court/Police (non-Incode) Interface - CSSI (Import or Export of Citations/Warrants/Dispositions)	5,500	Included	Included			
General Ledger (non-Incode) Interface - HTEI	6,500	Included	Included			
Incode Content/Document Management Suite				1,100		275
Incode Printing and Reporting Solutions						
Secure Signatures (includes 2 signatures)	1,100	Included	Included			
Professional Services					12,500	
Professional Services						
Final Implementation		60	7,500			
Project Management			5,000			
Incode Application Subtotal		128	16,000	65,400	16,000	16,350
Professional Services		60	12,500		12,500	
Discount if Signed by October 1, 2016				(5,530)		
Application and System Software Total		188	28,500	59,870	28,500	16,350

Hosted Applications

Mark Eder
Burleson Municipal Court
June 17, 2016



Service	QTY	Charges	Initial Year	Annual Fee
Citizen Portal				
One Time Setup Fee	1	800	800	
- Hardware Configuration				
- DNS registration				
INCODE Court Online Component				
Monthly support/maintenance fee		100 /month	1,200	1,200
- Display of citation/citations for payment				
- Display of Payment Plans				
- Payment Options				
- Drivers Safety Course				
- Deferred Disposition				
- Make Payment				
- Collects plea from defendant				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
• Payment packet is created to be imported to Court System				
<i>NOTE: Defendant pays \$2.50 - \$3.50 fee per transaction for payment on-line.</i>				
Hosted Applications Total			2,000	1,200



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Our Utility Billing On-Line Component allows you to make available certain information from your utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information, service level information, requests for service, accounting information and the opportunity to pay their Utility Bill over the Internet using a credit card.
 - 1.3. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
 - 1.4. *Building Projects On-Line*: Our Building Projects On-Line Component allows you to make available certain information from your building projects system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Building project status, inspection results, inspection scheduling and the opportunity to pay their building projects over the Internet using a credit card.
 - 1.5. *Business License On-Line*: Our Business License On-Line Component allows you to make available certain information from your business license system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: business license status, business license renewal and the opportunity to pay their business license over the Internet using a credit card.
 - 1.6. *Accounts Receivable On-Line*: Our Accounts Receivable On-Line Component allows you to make

available certain information from your accounts receivable system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current balance, contract status, and the opportunity to pay the accounts receivable over the Internet using a credit card.

- 1.7. *Call Center On-Line*: Our Call Center On-Line Component allows you to make available certain information from your call center system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: current and past incidents, create a new incident and view status of incident.
- 1.8. *Property Tax On-Line*: Our Property Tax On-Line Component allows you to make available certain information from your Property Tax System to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: parcel number, receipt number, tax amount due, and the opportunity to pay the Property Tax over the Internet using a credit card.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.
7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for

online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

The remainder of this page is intentionally left blank.

Statement of Work

Software and Implementation Services

Prepared for:

City of Burleson, Texas
Constance White
141 West Renfro, Burleson, TX 76028

Prepared by:

Lee Midkiff
5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.
www.tylertech.com

DATE
6/15/2016

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Statement of Work

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Project Scope & Summary

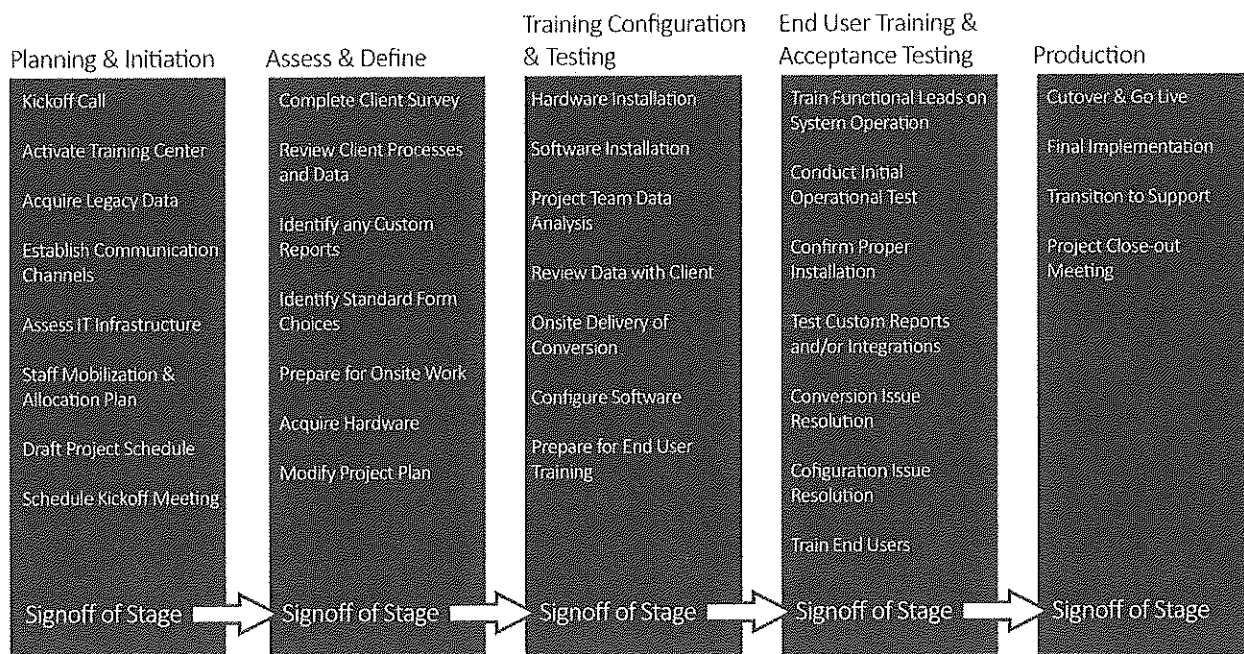
The software and services purchased are outlined in the Investment Summary Section of the Agreement.

Any standard interfaces purchased are listed in the Investment Summary section of the Agreement and detailed in the Standard Interfaces section of this document. It is important for the Client to read the portion of the attachment related to each interface purchased to understand its full functionality.

Data conversion services and other professional services hours included in the Investment summary are estimates. Additional analysis will be performed during the Assess & Define stage to provide definitive pricing.

Implementation Stages

Tyler provides a well defined multi-stage roadmap, which can be applied to a single phase projector, or to projects with simple phases. For multi-phase projects, the stages are repeated as necessary.



Each stage, as established above, is designed to provide a point at which a full review of the stage objectives is assessed for completeness. When a stage is complete, a Work-Acknowledgement Form (see (Sample) Work Acknowledgement Form attached herein) is completed and signed by the Client signifying acceptance of that stage and the beginning of the next stage. Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

Data Conversion

The goal of the data conversion process is to transfer information from one or more legacy systems into the Tyler system in an accurate and verifiable manner. Verification of the data conversion consists of comparing the on screen data elements and management reports of each system. As such, very little is done in the conversion process to “fix” the data. Inconsistencies or corruption in the original data will carry over to the new system – these issues should be identified and resolved by the Client before final data conversion on the legacy system(s) or shortly after “going live” on the Tyler system. The Conversion Detail section of this document provides detailed information on Data Conversion if conversion is included in your Investment Summary.

Invoicing and Client Signoffs

Tyler invoicing and payment terms are detailed in the Payment Terms section of the Agreement. In addition to responsibility for the payment of all invoicing outlined in the Agreement, Client is responsible for signing off on the hours consumed in accordance with project requirements. An approved Change Order is required if additional hours are needed or scope is changed.

Key Project Assumptions

- Client and Tyler shall review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Client will provide work space for Tyler Services for work completed on Client premises.
- Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the Client is responsible for installing newer releases. Release notes are provided for all new versions.
- Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, the Client agrees to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). The Client agrees to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services.
- Client will allow users to access the following websites to ensure adequate access to Support resources:
 - help.tyleru.com
 - tyleru.com
 - tylertech.com
 - tylercommunity.tylertech.com
- Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications.
- Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.

- Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming Client has installed the proper hardware, software, and networking devices).
- Tyler will provide Client with status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from Client) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.

Out of Scope

Tyler software is sold as COTS (commercial off the shelf) software. Any custom development such as; changes to source code, additional interface development, legacy or other imports are not within the scope of this agreement:

- **Custom Programming** - Tyler products will be implemented “off the shelf” without customization, except as purchased and then detailed in the Customizations section of this document. Any additional customizations identified or requested will be quoted as requested. Unless otherwise agreed, these customizations will be designed, developed, implemented, and tested during the Final Implementation phase (“post go live”). If there are no customizations in the Agreement, there will not be Customization section to this document.
- **Custom Modifications** - Custom modifications are changes to the functionality of existing Tyler software products. These changes may involve the addition of new fields to a screen, the enhancement or automation of a process, or the creation of a new module. Software modifications are not within the scope of this agreement except as detailed in the Customizations section. If there are no customizations to the software, there will be no Customizations section to this document. Tyler will make every effort to design custom modifications so that they can be leveraged by more than just one Client. This focus will affect the approach to designing, developing, and deploying new functionality so that we may benefit the largest population of users possible.
- **Custom Interfaces** – Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. If a different XML layout is required, then the requirement definition will need to go through discovery and be approved by Tyler Technologies, and additional charges beyond those quoted in the Investment Summary will be incurred. Similarly, you may be responsible for additional charges if the provider of the third party software with which Tyler will be interfacing requires changes or assistance. There are no custom interfaces included in the scope of the agreement *unless* detailed in the Interfaces section of this document.
- **Custom Reports** – Custom Reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Customizations section of this document.
 - Resource hours that extend scope. (Additional hours must be approved through a Change Order.)
 - Any undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work and associated attachments.
 - Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes

requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional costs. Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create new configuration as required or desired. If assistance using these tools is required, additional change orders may apply.

Risk / Mitigation Strategy

Unavailability/Incompatibility of Staff

Risk: Tyler recognizes that individuals assigned to projects may become unavailable due to various causes. Further, Tyler recognizes that individuals sometimes clash for reasons of incompatibility. Tyler schedules team members based on all the projects to which those individuals are assigned. Unavailability may occur due to unforeseen circumstances such as family matters or the employee's departure from Tyler employment. Incompatibility creates intolerance in project objectives and tasks and creates unnecessary delays and can lead to project failure if not corrected.

Mitigation: In the event a Tyler project member is determined to be unavailable, a Tyler manager will consult with Client on alternatives such as a temporary replacement or substitute of the person. Likewise a similar response is expected from the Client if their team member is unavailable.

Incompatibility is addressed first through attempts to resolve the compatibility issues between individuals. Failing resolution, team members must be replaced. In the event a Tyler team member is determined to be incompatible, Tyler will replace with a new team member and provide time to orient to the project before assuming their respective responsibilities.

Client Staff unavailability

Risk: Delays in the project timeline will occur if appropriate Client staff is unavailable to meet with or respond to Tyler for timely decisions and or directions.

Mitigation: Client should ensure that staff assigned to this project is given sufficient priority and authority to work with Tyler while completing other Client responsibilities in a timely fashion. Decisions must be made in hours and days, not weeks.

Scope Changes

Risk: Poorly defined projects always take longer than expected or cost more than expected because of poorly defined scope at the beginning of the project.

Mitigation: Both parties must ensure that the scope of the project is well stated and completely defined to the best of each party's knowledge. Functional requirements should be reviewed carefully to ensure completeness. Change Orders are required to document any subsequent impact on schedule and/or costs.

Activity Focus

Risk: Activity Focus is the risk that minor activities consume time that should otherwise be dedicated to major activities of the project, with the end result of time and/or costs overrunning budget. This risk is sometimes associated with efforts that lead to scope changes. Examples include meetings of little substance or that go longer than they need, or time consumed investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both Parties must guard themselves to avoid focus drift by ensuring the focus is squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy, Interface Documentation

Risk: During the project certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Client should ensure that APIs, specific documentation, or file specifications for interfacing to other systems is available to Tyler and that legacy data imports are known in advance of need.

Achievable Goals

Risk: The expectations of this project are set too high or are not explicit or clear to Client Staff and thus not communicated to Tyler through Functional Requirements and clearly stated scope.

Mitigation: The parties must ensure, through the Contract and Task Orders, that the goals of the project are explicit, well defined and attainable, and that both parties have "signed off" on the requirements.

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the Client is hosting any of those products. If the Client will be hosting its own servers, the technology utilized should be robust to enough to meet the Client's needs for several years into the future. Technology that barely meets minimum requirements today will be insufficient as the system and its needs grow.

Mitigation: Tyler will assist Client in determining optimal technology and plans to guard against pre-mature obsolescence.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Client and Tyler, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer - While Tyler cannot guarantee specific expertise for Client staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the Client. It is critical that Client personnel participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Client will be responsible for administering the configuration and introduction of new processes in the Tyler system.

Dedicated Client Participation – Tyler fully understands that Client staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the Client understands and acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler shall communicate any insufficient participation of Client and Tyler resources, as well as the corresponding impact(s), through Project Status Reports.

Acknowledgement Process – Acknowledgment must be based on criteria. The objectives and tasks of each stage of a project provide the basic criteria by which to judge acceptance of a stage is to be granted. Within each stage additional criteria will be developed by team members on which to judge future stages. For example, User Acceptance Testing will be based on criteria developed in earlier stages.

As resources are consumed, Tyler shall provide the Client with a Work Acknowledgement Form (see the (Sample) Work Acknowledgement Form attached to this SOW) to formalize receipt. The Work Acknowledgment Form is subsequently signed by the appropriate Client stakeholder(s), and faxed or emailed to Tyler. Timely and honest acceptance is required to maintain project momentum. Failure to properly establish acceptance criteria or failure to accept a properly completed stage will cause delays in the project.

In an effort to ensure quality and complete satisfaction with each stage of the project, Tyler's professional services division has established the following rule: A Signed Work Acknowledgement Form (see the sample attached herein) is required upon completion and Client-acknowledgement of the resources consumed on the project. Stage signoff is also required before proceeding to the next stage in the process.

Managing Project Scope - In an effort to implement the project on time and within budget, both Tyler and Client agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope results in additional costs.

Change orders or contract addendums for additional items outside the scope of the defined project requirements must be submitted in advance and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a Change Order.

Future Amendments to Scope

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work and in the Agreement, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Agreement.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Project plan
- Project document management
- Issue log management and escalation
- Status reporting
- Change order management
- Resource management
- Executive project oversight via Executive Sponsor and Project Review Committee

By mutual agreement some project management tasks are shared between the Tyler Project team and the Client Project Manager/Stakeholders.

Staffing

Every reasonable effort is made to maintain a consistent project team from Tyler for the duration of the project. Should the Client have concerns related to assigned resources, those concerns should be submitted to the Tyler Project Manager or Tyler Management Staff for review and consideration. Tyler will make staffing decisions based on appropriate skill set and other soft skills of resources deemed compatible to the success of the project.

Project Schedule

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, Tyler shall work with Client to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, Tyler shall work closely with Client to update, monitor, agree, and communicate any required changes to the project schedule.

Development Tools

No special development tools are required for the Tyler software. Tyler source code is not accessible (unless through the requirements of an Escrow Agreement).

The configuration tools are built into the software, and the Client has full access. The Tyler implementation staff will use these same configuration tools to set up the system with the Client. The Client will receive training on the use of these tools.

Third party report writers (i.e. Crystal Reports) – Some clients may choose to use a third party report writer like Crystal Reports to create/modify their own reports. The Client is responsible for the procurement of a license of this third party report writer. Tyler does not provide training or assistance on the creation of such reports and recommends this function be reserved for System Administrator or designated staff who have the skills and necessary access, and who understand the application databases.

Documentation

Tyler-Provided Documentation

Over the course of the 5stage implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel and/or MS Word) for configuration
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Client-Provided Documentation

A definitive list of Client-provided documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Certainly, Client's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project. The Tyler Project Manager will provide the Client with detail of the documentation necessary for each product to be successfully implemented. The list below is a sample of the types of documentation that is likely to be requested.

Documentation originated by the Client includes:

- Application Programming Interface documents (API's) for any third-party software system to which the Tyler software will interface and exchange data.
- Legacy system data documentation and data in a format suitable for conversion into the Tyler System (please see section titled Data Conversion).
- Workflow documentation on the Client's current business processes
- Copies of pertinent ordinances or other controlling authorities
- Fee Schedules
- Copies of existing forms and other documents presented to the public and expected to be derived from the Tyler Software.

SOW Attachments Listing

Statement of Work

Attachment A. Work Acknowledgement Form

This form provides the means for the Client to accept work provided or provide reason for denial of a work.

Attachment B. Change Order Form

Any change in the project must have a completed and approved Change Order.

Attachment C. System Requirements

This document provides the recommended hardware/software requirements for the Tyler system. Performance using systems which do not meet these requirements may not have expected performance levels.

Attachment D. Interfaces

This document provides a summary description of the purpose and function of the interface along with field specifications.

Attachment E. Product Control

Attachment A. Work Acknowledgement Form

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Work Acknowledgment Form

Client:

Date:

Visit/Deliverable:

Accomplishments	Performed By	Notes

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Attachment B. Change Order Form

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact:

Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to <http://check.tylertech.com>

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Interfaces

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Citation Import – XML

This Interface Control Document (ICD) describes the interface between INCODE 10 Court and any third party vendor and will adhere to Tyler XML format specifications. If a different XML layout is required, then the requirement definition will need to go through discovery and approved by Tyler Technologies.

Interface	Notes
Core Products and Version:	INCODE 10 Court 2012.1 and up.
Short Description:	Provides a standard method of importing citations from any third party vendor.
Long Description:	<p>This interface provides a process to import citations in bulk from any third party vendor using an XML file layout of citations from the vendor to INCODE 10 Court. The process eliminates data entry of citations by the Court. The Court will set up the Citation Import Process and consume the designated citation import file through a process that can be run by the Court as often as necessary.</p> <p>This file layout can also be used to import images of the Citation (if you have TCM) or photos of the defendant. This requires the Vendor to send the additional images along with the Citation Import file as well as reference those images in the file. See XSD for details. (<Image> & <violation_photo> elements available)</p>
Tyler System(s) Involved and Version(s):	Citation Import Process Standard XML Input
Setup Needed:	Citation Import Interface must be licensed Citation Import source needs to be setup Citation Import Process need to be setup
Third Party Products:	If using AUTOCITE/APS: Client may also want to purchase "Quick Batch" from AUTOCITE/APS, otherwise citations will be provided by AUTOCITE one per file, creating the need for a clerk to select individual citation files one at a time for import.
Information Exchanged:	Defendant, Citation and Vehicle data associated with citations issued by officers/agencies as designated by the City.
Data Format(s):	XML
External System Interface:	Shared / Mutually Accessible File Location
No. Data Elements:	158 data fields
Data Flow:	Vendor creates the XML file to specifications and places it in a network location accessible by the Court. The Court selects the file to process through the Citation Import process in INCODE 10 Court.
Data Exchange Frequency:	Frequency based upon Court processes.
Data Exchange Frequency Details:	The Import Source is configured once. The Court can create as many Citation Import packets as needed and run the process as often as they want.

Platform:	.Net
Other Technical Specifications:	Citation Import XSD Schema attached Citation Import XML Sample File attached
Tyler Responsibilities:	Tyler will install, license and configure the Citation Import Process and the Citation Import Source with the client. Tyler will work with the client to import files successfully or provide explanations of any issues with the file if it does not.
Client and Third-Party Responsibilities:	The Court is responsible for providing the file specifications to the sending vendor. The sending vendor is responsible for providing a file matching these specifications for all Citations the Court should import. The Court and/or sending vendor is responsible for all Offense Mapping and Officer Mapping within INCODE 10 as well as coordinating the use of other system codes with the vendor, colors, vehicle makes & models, etc.

Please see the XSD for all technical details on the XML elements provided:



AutoImport-VX.xsd

Sample Citation Import XML

```
<?xml version="1.0" encoding="utf-8"?>
<citation_import>
  <import_from>Vendor</import_from>
  <version>1.0</version>
  <citation>
    <citation_number>12307654</citation_number>
    <citation_datetime>2014-04-09T13:06:00</citation_datetime>
    <citation_type>R</citation_type>
    <citation_court_datetime>2014-04-09T13:06:00</citation_court_datetime>
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Non-Compliance Export – Texas-OmniBase aka OMNII aka OmniBase Services of Texas

NOTE: This Interface Control Document (ICD) describes the interface between INCODE 10 and OmniBase for the purpose of processing and enforcing consequences of failing to appear/pay the court.

Interface	Notes
Core Products and Version:	INCODE 10 Court 2013.4
Short Description:	Provides a data file transmission, as specified by OmniBase, of violations the court has marked with a non-compliance record. This process will easily add the fees associated with the non-compliance and prepare the electronic submission file required by OmniBase as well as clearing any records with Omnibase that have been paid or otherwise disposed of by the court.
Long Description:	This interface provides a process for exporting non-compliance records based upon individual case selection or bulk case selection using our standard selection criteria including, but not limited to the violation status and date criteria. The Court will need to set up the Non-compliance Export Process and designate a file location to receive and store the output flat file or send the file to OMNI via FTP. When choosing to send records via the FTP method, please note the file layout is different (per OmniBase specifications). Texas Courts use this process when defendants fail to appear in court and add fees to the violation in the amount of \$30. Then send the records to Omnibase. This Texas agency processing these records, suspends the ability of the defendant to renew their driver's license until the citations on file with them are paid in full or the defendant has otherwise complied with court orders.
Tyler System(s) Involved and Version(s):	Non-Compliance Export Process
Setup Needed:	Interface must be licensed Setup Non-Compliance Export Source(fees associated here) Setup Non-Compliance Process for OMNI
Third Party Products:	Texas OmniBase http://www.omnibase.com/
Information Exchanged:	All violations captured in the result set of the selection criteria, for submitting or clearing the record with OmniBase.
Data Format(s):	RES Import-Tab Delimited (RES Standard) File Transfer Protocol (FTP) over the Internet-Tab Delimited Specifications from vendor included below
External System Interface:	Manual Upload into OmniBase web portal or transmitted via FTP.
Third Party Interface Details:	
No. Data Elements:	
Data Flow:	The Non-Compliance Export Process in INCODE 10 Court will add fees when the non-compliance record is created (process step)

	and generate the export file which will be transmitted to Omnibase by the court.
Data Flow Details:	
Data Exchange Frequency:	Manual-frequency determined by the court
Data Exchange Frequency Details:	
Transport(s):	File Drop by the INCODE 10 Court system to the Court specified location or FTP transmission.
Platform:	.Net
Other Technical Specifications:	NA
Tyler Responsibilities:	<p>Tyler will install, license and configure the Non-Compliance Export Process within Incode 10 with the Court.</p> <p>Tyler will ensure that the data file is exported and stored on the Court specified location to be retrieved by the client for transmission purposes.</p> <p>Tyler will maintain the file exports to be consistent with OmniBase requirements.</p>
Client and Third-Party Responsibilities:	<p>The Court is responsible for configuring offenses to indicate whether the record can be sent to OmniBase.</p> <p>The Court is responsible for running the process as necessary to transmit new data submissions as well as sending records to be cleared in OmniBase.</p> <p>The Court is responsible for uploading the file to the OmniBase web portal or verifying the file sent via FTP process successfully into the OmniBase system.</p> <p>Any issues using the OmniBase system are the responsibility of OmniBase.</p>

Interface Documentation provided by OmniBase Services of Texas:

Interfacing with the
Failure To Appear Database

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Many Political Subdivisions (PS) use court software packages to track and document casework. OmniBase Services (OBS) understands the need for courts to be able to interface their court software with the FTA database to eliminate duplication of work. OBS wants to work with all court software vendors (SV) to help develop a smooth interface for their customer. Generally, the interface used will be the Remote Entry System (RES), developed by OBS, in a database mode

This document is intended to provide information on RES and to discuss the methods currently available for a PS to interface with OBS. The PS, SV, and OBS will work together to determine the way a PS will interface on a case by case basis. The size of the PS, anticipated number of cases, and the PS's current setup will be considered in determining the method for interfacing.

Remote Entry System (RES)©

RES is a Microsoft© Visual Fox Pro application. RES software and technical support are provided free of charge to all PS in the State of Texas who participate in the FTA program. Due to the state requirements, only PS's having contracts with the state are provided copies of the RES software. The following is needed for RES to operate correctly:

Basic Requirements:

3. IBM or compatible Personal Computer.
4. 486/33 or faster CPU.
5. 16MB RAM.
6. Floppy or CDROM drive.
7. At least 10MB free space on Hard Drive.
8. Hayes compatible modem installed locally on the PC that RES would be installed on (Error correcting modem is recommended).
9. A phone line with ability to dial to the Austin 512 area code.
10. Windows operating system.

PS IDs:

Each PS is assigned a six digit ID by DPS. This allows the FTA database to identify which PS entered the Violator and Offense. The ID is used by the FTA database for letter processing as well. The FTA database will send the violator a letter for each PS in which the violator has outstanding offenses. For example, if James Smith has offenses in Houston and in Cedar Park, James will receive two letters, one for Houston and one for Cedar Park. Each letter will explain what is outstanding, total owed, and how to contact that individual court for resolution.

Only one ID may be used per RES installation. This does not present a problem for Municipal Courts, as there is only one court. A county, on the other hand, may have multiple courts. There are several different ways to handle this issue.

1. Each participating JP handles its own RES and therefore has its own ID, which allows the FTA database to identify them.
2. The county decides that all courts will use one telephone number and address where a Violator can clear up the outstanding offense(s). In this case, only one ID is needed.
3. One location will handle all participating precincts by installing multiple copies of RES on one computer in different directories allowing a different ID for each participating court. This would require separate transmitting for each ID.

FTA DataBase Information:

- The FTA database builds the Violator record from the Driver License number. This is used as a unique value to identify the Violator.
- The FTA database builds the Offense record from the Docket number. This is used as a unique value to identify the Offense. If the docket number is changed and resent to the FTA database, the database will see it as a new offense. For example, if an offense was submitted with Docket number 123, and then the court changes the docket number to 123-A and re-sends, the FTA system will see this as a new offense, and add the violation to the Violator record, resulting in two offenses in the DataBase for the Violator.
- The FTA program is limited to violators who have a State of Texas driver's license. A driver's license from another state or an ID card will be rejected by the database.
- Partial Payments: The \$30 fee will be paid in percentages collected by the PS. For example, if 25% of the total fines are collected during the first payment, then 25% of each break down listed above would be required at the end of the quarter.

RES Database Mode:

RES is a Visual Fox Pro database. RES allows cases to be entered and transmitted, and allows a report to be drawn from this data. If desired, RES will also act as accounting software for FTA cases. The flow of the RES database mode is as follows:

1. Cases are entered into RES either by import (See RES importing) or manually.
2. Cases are transmitted to OBS via modem and placed on a Bulletin Board System (BBS).
3. OBS processes all files received each business day at 9:00 AM.
4. A tape of Add and Clear flags is generated and taken to DPS at 11:00 AM
5. (DPS will run the delivered tape each night and generate a confirmation tape)
6. A tape of the previous day's transfers is picked up at DPS at the time of # 4's delivery.
7. Confirmation files are produced from the tape that was received from DPS.
8. The confirmation files are placed out on the BBS so that the courts can download them during the next transfer. Letters are generated to be sent to the violators at this time.

When a data transfer is initiated in RES, RES will do the following:

1. Determine if any "New" or "Cleared" case exists that needs to be transmitted.
2. If there are cases needing to be transferred, RES will build a file.
3. RES will then dial the BBS and login.
4. The **Upload** (.inp) file will be transferred to the server.
5. RES will then **Download** the confirmation file.
6. RES will process the confirmation and ask if the user wants to see a report.

If there are not any "New", or "Cleared", cases RES will do the following:

1. RES will then dial the BBS and login.
2. RES will **Download** the confirmation file.
3. RES will process the confirmation and ask if the user wants to see a report.

Notes:

1. The first time PS transfers there is no confirmation file for download.
2. Confirmations are written to the PS's confirmation file for five consecutive workdays. If the PS misses the confirmation, RES will re-send the case automatically after five working days the next time the PS transmits. It will continue doing this until it receives a confirmation or rejection. Accordingly, it is recommended that each PS transmit at least twice per week.
3. **RES WILL NOT ALLOW A CASE TO BE DISPOSED UNTIL CONFIRMATION IS RECEIVED.**

RES Import:

RES does allow information to be imported to save time and work. The following is the import layout:

Remote Entry System delimited record layout

(comma, semicolon, DBF, XLS)

VIO_First_Name

VIO_Last_Name

VIO_Date_of_Birth {02/09/1972}

VIO_DL_Number (Eight digit Texas Driver's License Number only)

VIO_SSN (999999999) (Use zeros if number is not available)

VIO_Address_1

VIO_City

VIO_State (TX)

VIO_Zip_Code

OFF_Offense_ID (Four digit DPS Offense Code)

OFF_Date (02/09/1995)

OFF_Fine_Amount (100.00)

OFF_Docket_Number

OFF_Disposition (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)

OFF_Plea (Guilty, Not Guilty, Nolo Contendere, Pending)

Notes:

1. The above record layout is used to import records into the Remote Entry System, from a SV or another type of software. These fields **are mandatory**. Other fields may also be imported.
2. All New cases being imported must have a disposition of **"New"** and a plea of **"Pending"**.
3. When disposing of a case, only the disposition and plea need to be changed. All other fields do not need updates and should be left intact.
4. Some Dispositions (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting) can be mapped if your software does not have the exact same dispositions.

Direct FTA Database Interfacing:

Direct Interfacing will require more programming on the SV's part. Since the RES software is being bypassed as a database interface there is a need to be able to process the confirmation file by the SV's Software/Applications. The confirmation file will provide confirmations on Adds, Clears, and Rejects.

File Transfers

There are two ways to transfer files for Direct FTA Database Interfacing:

1. RES in Transfer Mode.
2. File Transfer Protocol (FTP) over the Internet.

I. RES Transfer Mode:

RES Transfer Mode is also known as *Alternate Menu*. This style of transfer will allow the SV to use the transmission package of RES without using any of its database functions.

In Transfer Mode, Alternate Menu, RES does the following:

1. Allows the user to pick a file, created by their court software, to be transferred. For example, CortSFT.txt.
2. Renames the file to XXXXXX##.inp. (XXXXXX = PS ID) and ## = sequence number.
3. RES will then dial and login into BBS.
4. The .inp file will be transferred to the server.
5. RES will then download the confirmation file for processing by the court software.

The confirmation file will be named XXXXXX.out (XXXXXX = PS ID). The file will be placed into the directory that RES is installed.

II. File Transfer Protocol:

FTP transfers are only available to PS's who are expected to transmit a minimum 100 cases per day. OBS will create a user account for the PS to allow them to upload/download their files for processing. This account will be limited to just their information and will not have access to other user's information on the FTP site. All other programming will be done by the PS and SV. PS's will be required to use OBS naming standards for the filenames. The import file will be named XXXXXX.inp and the confirmation file will be named XXXXXX.out (XXXXXX = PS ID).

File Types for Direct Interface:

Three different file types can be used to interface with the FTA database:

1. TAB delimited (RES Standard).
2. Fix Length.
3. Comma Delimited

Each is discussed below with format given.

Note: Since TAB delimited is RES standard we recommend that the SV's use TAB delimited. If the SV decides to use a file type other than TAB delimited, OBS will need to be notified on each PS using the software to ensure proper set up and file processing in the FTA Database.

I. TAB delimited (RES Standard):

The following field order is what RES uses to transmit Violator and Offense information to FTA. SV can simulate RES standard by using tabs as a delimiter. Some fields may not be pertinent to use with Software Vendors. It is recommended that SV's simply leave the field empty if they do not want to use the space available, but do account for the field with the delimiter. Mandatory fields are in bold.

1. Political_Identification_Number	Character	20	Six digit ID of PS
2. Date_Time_Stamp	Character	20	
3. (Date the Offense was sent or created.)			
4. OFF_RES_TRA_Sequence	Character	20	
5. (This is the Transaction Sequence Number that will be used in the conformation file.)			
6. Transaction_Add_Stamp	Character	20	
7. (You do not need to pass anything here. Leave blank.)			
8. OFF_Add_Stamp	Character	20	
9. (You do not need to pass anything here. Leave blank.)			
10. VIO_Salutation	Character	5	
11. VIO_First_Name	Character	30	
12. VIO_Middle_Name	Character	30	
13. VIO_Last_Name	Character	40	
14. VIO_Suffix	Character	5	
15. VIO_SSN	Character	11	
16. VIO_Date_of_Birth	Date	MMDDCCYY	(10/12/1963)
17. VIO_Home_Phone	Character	14	
18. VIO_Work_Phone	Character	14	
19. VIO_DL_Number	Character	8	8 digit TX License
20. VIO_Sex	Short integer	(0 to 255)	
21. (0 – Unknown, 1 – Male, 2 – Female)			
22. VIO_Race	Short integer	(0 to 255)	
23. (0 – White, 1 – Hispanic, 2 – Black, 3 - A/P Islander, 4 – AM Indian/Alaskan, 5 – Other)			
24. VIO_Residence_Status	Boolean		i.e. 1 if TX resident
25. ADD_Address_1	Character	40	
26. ADD_Address_2	Character	40	
27. ADD_City	Character	20	

28. ADD_State	Character	2	
29. ADD_Zip_Code	Character	5	
30. ADD_Zip_Plus	Character	6	
31. OFF_Date	Date	MMDDCCYY	(10/12/1998)
32. OFF_Docket_Number	Character	30	
33. OFF_Disposition	Character	25	
34. (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)			
35. OFF_Disposition_Date	Date	MMDDCCYY	(10/12/1998)
36. OFF_Jurisdiction	Character	30	
37. OFF_Offense_ID	Character	10	4 digit DPS ID Code
38. OFF_Description	Character	50	DPS ID Description
39. OFF_Court_Costs	Short number	2 dp	
40. OFF_Fine_Amount	Short number	2 dp	
41. OFF_Other_Payment	Short number	2 dp	
42. OFF_DL_Number	Character	8	
43. OFF_Judge_Name	Character	60	
44. OFF_Precinct_Court_Number	Character	10	
45. OFF_Place_Number	Character	10	
46. OFF_Plea	Character	15	
47. (Guilty, Not Guilty, Nolo Contendere, Pending)			
48. OFF_NA_JailTime_Probated	Short integer	(0 to 255)	currently not used
49. OFF_Probation_JailTime_Served	Character	10	currently not used
50. OFF_Probation_JailTime_Length	Character	10	currently not used
51. OFF_Officer_Name	Character	60	currently not used
52. OFF_CheckSum	Character	20	
53. (Do not have to pass anything here. Used to validate violator info.)			
54. OFF_Partial_Pay_Date	Short date	(1980..2079)	

55. OFF_Partial_Pay_Amount	Number	2 dp
56. OFF_Comments	Character	200

II. Fixed Length:

The following field order is used in fixed length file when sending Violator and Offense information to the FTA Database. Some fields may not be pertinent to use with SV and it is recommend that vendors simply fill the field with spaces. The format is 226 bytes fixed length. Quotes and type of returns are not permitted. Mandatory fields are in bold.

1. Political_Identification_Number (Char 1, Length 6)
2. OFF_Disposition_Date (Char 7, Length 8) (mmddccyy)
3. VIO_First_Name (Char 15,Length 20)
4. VIO_Middle_Name (Char 35, Length 20)
5. VIO_Last_Name (Char 55, Length 20)
6. VIO_Suffix (Char 75, Length 5)
7. VIO_Date_of_Birth (Char 80, Length 8) (mmddccyy)
8. VIO_DL_Number (Char 88, Length 8)
9. ADD_Address_1 (Char 96, Length 30)
10. ADD_City (Char 126, Length 13)
11. ADD_State (Char 139, Length 2)
12. ADD_Zip_Code (Char 141, Length 5)
13. OFF_Date (Char 146,8) (mmddccyy)
14. OFF_Docket_Number (Char 154, Length 10)
15. OFF_Disposition (Char 164, Length 10)
16. (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)
17. Not Used (Char 174, Length 8) Leave Blank.
18. OFF_Offense_ID (Char 182, Length 4) (Four digit DPS Offense ID Code)
19. OFF_Description (Char 186, Length 25) (DPS ID Description)
20. OFF_Fine_Amount (Char 211,Length 4),',', (Char 215,Length 2)
21. OFF_Plea (Char 217, Length 10)

22. (Guilty, Not Guilty, Nolo Contendere, Pending)

III. Comma Delimited:

The following field order is used in comma delimited files when sending Violator and Offense information to the FTA Database. Some fields may not be pertinent to use with SV and it is recommended that vendors simply leave the field empty if they do not want to use the space available, but do account for the field with the delimiter. Mandatory fields are in bold.

1. Political_Identification_Number	Character	20	Contain ID of PS
2. VIO_First_Name	Character	30	
3. VIO_Middle_Name	Character	30	
4. VIO_Last_Name	Character	40	
5. VIO_Suffix	Character	5	
6. VIO_SSN	Character	11	
7. VIO_Date_of_Birth	Date	MMDDCCYY	(10/12/1963)
8. VIO_Home_Phone	Character	14	
9. VIO_Work_Phone	Character	14	
10. VIO_DL_Number	Character	8	
11. ADD_Address_1	Character	40	
12. ADD_Address_2	Character	40	
13. ADD_City	Character	20	
14. ADD_State	Character	2	
15. ADD_Zip_Code	Character	5	
16. OFF_Date	Date	MMDDCCYY	(10/12/1998)
17. OFF_Docket_Number	Character	15	
18. OFF_Disposition	Character	25	
19. (Acquitted, Convicted, DDC, Deferred Adjudication, Local Dismissal, Partial Payment, New, Other, Setting)			
20. OFF_Offense_ID	Character	10	(4 digit DPS Offense ID)
21. OFF_Court_Costs	Short number	2 dp	
22. OFF_Fine_Amount	Short number	2 dp	

23. OFF_Other_Payment	Short number	2 dp
24. OFF_Judge_Name	Character	60
25. OFF_Plea	Character	15
26. (Guilty, Not Guilty, Nolo Contendere, Pending)		
27. OFF_Officer_Name	Character	60

Confirmation File Layout and samples.

The confirmation file will be named XXXXXX.out, where XXXXXX = the PS ID. It will reside in the directory that RES is installed or in a directory that the FTP script delegates. Confirmation on each case will be written to the confirmation file five business days in a row. When Comma delimited import is used the conformation file will be generated in fixed length format. The SV should program to automatically re-send records for which a confirmation is not received in five days. This will help reduce problems for courts that may not transfer as often as needed to receive confirmations.

Confirmation File Layout: (Tab delimited)

1. FTA Transaction Sequence Number	20 chars
2. FTA Confirmation	9 chars
3. FTA Comment	50 chars

Confirmation File Sample: (Tab delimited)

```
5685   Confirmed
2113   Confirmed   TERESA FERREIRA was added.
2390   Confirmed   MARVIN BULLARD was cleared.
2275   Rejected    R-NAME/DOB MISMATCH(FRANCOIS,MURRAY ANTHONY
10519  Rejected    6TRANSACTION REJECTED-REPORTED DECEASED
```

Confirmation File Layout: (Fixed Length and Comma Delimited)

VIO_DL_Number	8 chars
OFF_Docket_Number	15 chars
OFF_Disposition	1 char (A or C = Confirmed, R = Rejected)

Comment

20 chars

Confirmation File Sample: (Fixed Length and Comma Delimited)

14794608M699175B CSuccessfully added

Disposing, Changing or Updating Violator or Offense Information:

- When disposing, or clearing a case, only the disposition and plea need to be changed.
- Offenses may **not** be disposed until confirmations are received. If a disposition is sent before the confirmation is received from DPS, the disposition will be rejected and not processed. Moreover, the flag would remain on the Violators Driver License.
- When updating Violator and Offense information it is important that the disposition and plea are not changed, unless clearance is desired. A change in the disposition and plea will cause a clearance request to be sent to DPS and the Violator will be cleared.
- There are some limitations on Violator updates. For example, a violator is identified by driver's license number, date of birth, and last name. No two of these items can be updated at the same time.
- The docket number for an offense **cannot be changed**. If the number is modified, the central DataBase will consider the change a new offense and add the offense to the Violator, resulting in two offenses in the DataBase for the Violator.

Certification and Testing:

OmniBase Services of Texas would be pleased to work with any Court Software Vendors or Political Subdivision wanting to integrate with the RES software. We also offer an opportunity to test and provide certification for those SV who are able to successfully integrate with RES. SVs wanting to integrate will be required to submit test files for processing and data integrity checks. OmniBase will supply test confirmation files for SVs that are doing direct interfacing to the FTA database. If requested, OmniBase Services will provide a certificate of the SV's ability to interface with the FTA system.

Integration Support:

Please contact the Implementations Manager for support with testing and integrating into the FTA systems. Assistance is available at (512) 346-6511 Ext. 109,107 or 108. Alternatively, by e-mail. ccannon1@omnibase.com or msilva@omnibase.com.

Visit us on the web. www.omnibase.com .

Attachment E. Product Control

City of Burleson, Texas

Statement of Work

Wednesday, June 15, 2016

Choose an item.

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Administrative Services Director

MEETING: January 6, 2025

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding proposed fees and service changes associated with the solid waste program. *(Staff Contact: Richard Abernethy, Administrative Services Director)*

SUMMARY:

In May 2024, staff presented options to City Council for implementing street maintenance and stormwater utility fees. As part of these discussions, staff recommended budgeting for a consultant to evaluate the City's trash and recycling collection program and explore a Request for Proposals (RFP). The goal of this evaluation was to identify cost-saving alternatives within the trash and recycling program that could help offset the proposed increases in street maintenance and stormwater fees while maintaining current service levels. Options to be considered included once-a-week trash collection using poly carts.

In July 2024, the City engaged Solid Waste Specialists, LLC, to assist in negotiating price and contract amendments with Waste Connections, the city's current provider. In collaboration with Solid Waste Specialists, the City treated the negotiation process with Waste Connections in a Request for Proposal (RFP) format to examine all service level options.

Waste Connections presented several proposals, including:

- Maintaining the current service structure.
- Transitioning to once-a-week polycart trash and recycling collection.
- Adding an option for Household Hazardous Waste (HHW) curbside pickup.
- Modifying the commercial franchise, either retaining the existing structure or awarding the entire franchise to Waste Connections.

A detailed presentation of these proposals is included in your packet. Representatives from Solid Waste Specialists and Waste Connections will be present to address any questions.

RECOMMENDATION:

Consider proposal from Waste Connections to amend our solid waste program to once a week collection in a 95-gallon poly cart for trash and recycling, with HHW curbside pick up and enter into a closed market with Waste Connections.

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

May 1, 2023 – The City Council approved renewing the contract with Waste Connections and extending the agreement five years, with a new expiration date of September 30, 2029.

May 8, 2024 – The City Council Finance Committee received a report, held a discussion and provided staff feedback regarding fees associated with the solid waste program, street maintenance and storm water utility operations.

May 20, 2024 – The City Council received a report, held a discussion, and provided staff direction regarding fees associated with the solid waste program, street maintenance and stormwater utility operations.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Richard B. Abernethy
Administrative Services Director
rabernethy@burlesontx.com
817-426-9662



Solid Waste and Recycling Contract

CITY COUNCIL

JANUARY 6, 2025



Background

- **May 2024:** staff presented options to City Council for implementing street maintenance and storm water utility fees.
 - Staff also recommended budgeting for a consultant to evaluate the City's garbage service and recycling collection program to explore a Requests for Proposal (RFP) to offset fee for potential street and stormwater fees, reduce costs, maintain service levels, and consider options like once-a-week poly cart garbage collection. Additionally, wanted to explore franchising the commercial market to one vendor.
 - City Council gave to consensus to move forward with this option.
- **July 2024:** City hired Solid Waste Specialists (SWS) to help with price negotiations and contractual amendments with Waste Connections.
- **September 2024:** SWS and City engaged Waste Connections to present an RFP-style contract amendment proposal with multiple service options for review.
- **November 2024:** Waste Connections submitted a proposal with multiple service options.

Solid Waste Specialists

- Founded seven years ago to assist municipal and county governments with solid waste and recycling procurement.
- Mission: Deliver cost-effective, focused services using "behind-the-scenes" industry expertise.
- Leadership:
 - **R.L. (Lynn) Lantrip:** 39 years in government contracting across 14 southern states; supervised a team of 63 professionals.
 - **Richard Rozier:** Former Mayor of DeSoto; active in Waxahachie; current Tax Assessor-Collector for Ellis County.
- Clients Served:
 - **Texas Cities:** Highland Park, Highland Village, The Woodlands, Tomball, Pearland, Dayton, Henderson, Waxahachie, Fairview, El Campo, North Richland Hills, Mineral Wells, Bastrop, Baytown, Paris, Nolanville, Manor, Cibolo.
 - **Other U.S. Cities:** Columbia County (AR), Springdale (AR), Claremore (OK).

Current Service

Solid Waste	Recycling	Small Brush	Brush and Bulk
2 x per week in bags	1 x per week in 64-gallon cart	1 x per week	1 x per month

Waste Connections current contract expires September 30, 2029

Current Rate being charged by Contractor is \$20.49

Procurement Process

- **Objectives:**

- Insert desired changes to the current agreement using the recent Second Amendment as a template.
- Review proposed pricing for Residential Collection under different options.
- Explore the potential benefits of closing the open market and awarding all Commercial and Roll-Off services to a single vendor.

Procurement Process – Continued

- In exchange for adding two years to the current contract (expiration date from 2029 to 2031), the changes to the contract (regardless of which option is selected) will include:
 - **Future Rate Increases**
 - Tied to the Garbage and Trash Index with a 5% cap on annual increases.
 - **Liquidated Damage Clause**
 - Defines penalties for non-performance or failure to meet contract terms.
 - **Unusual Accumulations Collection**
 - Address handling of excess waste at residence.
 - **Household Hazardous Waste Collection can be added to any collection option selected**
 - Option to add service to \$1.00 per home/month (all homes billed)

Procurement Process – Continued

- **Informal RFP Overview:**

- Three Collection Options for Home Collection, with varying rate structures.
- Rates with No change in Commercial Market pricing, and;
- Rates with a Commercial and Roll-Off accounts consolidated and awarded to a single vendor, Waste Connections.

Residential Rate Components

For each residential rate, these are the components:

- Rate paid to the Contractor \$20.49

+

- Administrative Overhead Fee of \$ 1.10

- Litter Abatement Fee \$ 1.00

- Franchise Fee (8%) \$ 1.64

Total \$ 24.23

- In the following slides, the rates shown will reflect the rate charged by the Contractor followed by the final rate to be charged to the Resident.

Residential Rate with Open Commercial Market

Option	Solid Waste	Recycling	Small Brush	Brush and Bulk
1) \$20.49 to WC	2 x per week in bags	1 x per week in 64-gallon cart	1 x per week	1 x per month
Total \$24.23	Current Service	Current Service	Current Service	Current Service
2) \$25.61 to WC	2 x per week in 95-gallon cart	1 x per week in 64-gallon cart	1 x per week	1 x per month
Total \$29.76				
3) \$18.65 to WC	1 x per week in 95-gallon cart	1 x per week in 95-gallon cart	1 x per week	1 x per month
Total \$22.24				

For any Option, Household Hazardous Waste Home Collection can be added for \$1.00 per month per home.

Residential Rate with Closed Commercial Market

Option	Solid Waste	Recycling	Small Brush	Brush and Bulk
1) \$19.47 to WC Total \$23.13	2 x per week in bags Current Service	1 x per week in 64-gallon cart Current Service	1 x per week Current Service	1 x per month Current Service
2) \$17.31 to WC Total \$20.79	2 x per week in 95-gallon cart	1 x per week in 64-gallon cart	1 x per week	1 x per month
3) \$13.52 to WC Total \$16.70	1 x per week in 95-gallon cart	1 x per week in 95-gallon cart	1 x per week	1 x per month

For any Option, Household Hazardous Waste Home Collection can be added for \$1.00 per month per home.

Option Rate Comparison

Open Commercial	Closed Commercial
\$24.23 2 x per week in bags	\$23.13
\$29.76 2 x per week in 95-gallon cart	\$20.79
\$22.24 1 x per week in 95-gallon cart	\$16.70
For all Cart Options additional carts are \$7.00 per month	For ANY option <u>downtown small business</u> rates remain at \$31.50 for one cart; adding \$10 for an extra cart

Determining Competitive Rates to Close the Commercial Market

SWS prepared a table of rates from recent contracts and determined an average price per container for each collection frequency.

City	Vendor	Year
Highland Village	Republic	2023
Waxahachie	Waste Connections	2020
Mineral Wells	Frontier	2022
North Richland Hills	Republic	2021
Mansfield	Frontier	2023
Keller	CWD	2022

The rates were increased by 5% per year through 2026 and averaged together to produce a competitive rate sheet.

Determining Competitive Rates to Close the Commercial Market

Price Sheet of combined rates

(Average of the rates of aforementioned cities)

Container size	Weekly collection frequency					
	1	2	3	4	5	6
2	\$ 91	\$ 168	\$ 221	\$ 309	\$ 380	\$ 461
3	\$ 115	\$ 199	\$ 281	\$ 370	\$ 469	\$ 579
4	\$ 138	\$ 235	\$ 337	\$ 420	\$ 546	\$ 705
6	\$ 179	\$ 318	\$ 457	\$ 547	\$ 710	\$ 886
8	\$ 210	\$ 372	\$ 534	\$ 673	\$ 827	\$ 996

Source: SWS study of the rates of seven cities in the prior slide

Determining Competitive Rates to Close the Commercial Market

Price Sheet of combined rates

(Average of the rates of aforementioned cites)

Container size	Weekly collection frequency					
	1	2	3	4	5	6
2	\$91	\$168	\$221	\$309	\$380	\$461
3	\$115	\$199	\$281	\$370	\$469	\$579
4	\$138	\$235	\$337	\$420	\$546	\$705
6	\$179	\$318	\$457	\$547	\$710	\$886
8	\$210	\$372	\$534	\$673	\$827	\$996

WC Proposed Rates effective 1/1/2026

Container size	Weekly collection frequency					
	1	2	3	4	5	6
2	\$86	\$129	\$175	\$218	\$273	\$341
3	\$111	\$195	\$263	\$329	\$411	\$513
4	\$141	\$247	\$334	\$417	\$521	\$652
6	\$176	\$308	\$416	\$520	\$650	\$813
8	\$211	\$369	\$499	\$623	\$779	\$974

Roll Off Pricing

Burleson				Eulless				Cleburne				Kellar				Mansfield				NRH			
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton
20 yard	150	350	40	20 yard	298	507	incl	20 yard	184	354	incl	20 yard	283	410	66*	20 yard	161	484	incl	20 yard	285	373	30
30 yard	150	550	40	30 yard	298	606	incl	30 yard	184	477	incl	30 yard	283	555	66*	30 yard	161	581	incl	30 yard	285	475	30
40 yard	150	625	40	40 yard	298	694	incl	40 yard	184	575	incl	40 yard	283	613	66*	40 yard	161	678	incl	40 yard	285	565	30
Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor			
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton
30 yd	250	650	45	30 yd	neg	788	incl	30 yd	variable	619	incl	30 yd	variable	732	66*	30 yd	variable	785	incl	30 yd	variable	529	33
35 yd	250	675	45	35 yd	neg	874	incl	35 yd	variable	619	incl	35 yd	variable	766	66*	35 yd	variable	833	incl	35 yd	variable	602	33
40 yd	250	700	45	40 yd	neg	960	incl	40 yd	variable	773	incl	40 yd	variable	797	66*	40 yd	variable	775	incl	40 yd	variable	675	33

*over 2 tons

*over 2 tons

Roll Off Pricing

Burleson				Waxahachie				Cedar Hill				Arlington				Coppel				Grand Prairie			
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton
20 yard	150	350	40	20 yard	161	321	inc	20 yard	210	368	incl	20 yard	175	271	36	20 yard	195	361	incl	20 yard	180	198	49
30 yard	150	550	40	30 yard	161	413	inc	30 yard	210	449	incl	30 yard	200	271	36	30 yard	195	414	incl	30 yard	225	198	49
40 yard	150	625	40	40 yard	161	470	inc	40 yard	210	501	incl	40 yard	244	271	36	40 yard	195	525	incl	40 yard	276	198	49
Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor				Roll-Off - Compactor			
	Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton		Rent	Haul	per ton
30 yd	250	650	45	30 yd	variable	460	incl	30 yd	628	460	incl	30 yd	neg	375	36	30 yd	521	523	incl	30 yd	neg	198	49
35 yd	250	675	45	35 yd	variable	515	incl	35 yd	628	471	incl	35 yd	neg	375	36	35 yd	521	548	incl	35 yd	n/a	n/a	n/a
40 yd	250	700	45	40 yd	variable	537	incl	40 yd	628	567	incl	40 yd	neg	375	36	40 yd	521	613	incl	40 yd	neg	198	49

Considering Carts to replace bag collection

The proposed garbage cart system aims to improve waste management with the following key features:

- 1. Garbage Containment:** The 95-gallon carts hold up to 7 kitchen bags, reducing litter, preventing animals from tearing bags, and minimizing windblown waste.
- 2. Easy-to-Move Carts:** Designed for easy tipping and movement, eliminating the need for heavy lifting.
- 3. Extra Carts Available:** Residents can request additional carts if needed, offering flexibility for larger households.
- 4. Curbside Assistance:** Available for eligible residents (e.g., seniors or those with disabilities) who have difficulty placing carts at the curb.

This system improves cleanliness, convenience, and accessibility for all residents.

Advantages of a closed Commercial Market from the City's perspective

- **Consistent rates for all businesses:** As the City Contract will set the baseline and eliminate the addition of other fees for commercial collection rates, and then control when future rate increases will occur.
- **Less wear and tear on streets:** By having one vendor pick up all commercial solid waste.
- **Appearance of Containers controlled by contract:** Graffiti repainting and periodic change-outs of the containers is controlled by contract any not by the vendor (wet garbage containers must be changed out every 2 ½ years).
- **Single point of contact:** For the City to ensure peak service level is maintained.

Service Comparison to North Texas Cities

<u>City</u>	<u>Garbage</u>	<u>Commercial</u>
Highland Village	1 x wk cart	Closed
Addison	1 x wk cart	Closed
Allen	1 x wk cart	Closed
Cedar Hill	1 x wk cart	Closed
Fairview	1 x wk cart	Closed
Fate	1 x wk cart	Closed
Heath	1 x wk cart	Open
Kyle	1 x wk cart	Closed
McKinney	1 x wk cart	Closed
Murphy	1 x wk cart	Closed
Rockwall	1 x wk cart	Closed
Rowlett	1 x wk cart	Closed
Royce City	1 x wk cart	Closed
Sachse	1 x wk cart	Closed
Seagoville	1 x wk cart	Closed
Wylie	1 x wk cart	Closed
Balch Springs	2 x wk cart	Closed
Burleson	2 x wk bags	Open
Highland Park	2 x wk bags	Open
Keller	2 x wk bags	Closed
Mineral Wells	2 x wk bags	Closed
North Richland Hills	2 x wk bags	Closed
Sunnyvale	2 x wk bags	Closed

Solid Waste Rates Comparison Cities

	Burleson	Eules	NRH	Grand Prairie	Mansfield	Keller	Fort Worth	Arlington	Cedar Hill	Cleburne
Rates	\$24.23*	\$25.43	\$19.39	\$19.07	\$17.78	\$18.62	\$22.75	\$19.19	\$18.24	\$16.80
Frequency	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Once Weekly	Once weekly	Once weekly	Once Weekly
Carts/Bags	Either	Either	Either	Bags	Either	Either	Cart Only	Cart Only	Cart Only	Cart Only
Commercial (Open or Closed)	Open	Closed	Closed	Closed	Closed	Closed	Open	Closed	Closed	Closed

Advantage of At-Home Household Hazardous Waste Program

- The City of Burleson currently offers an annual HHW event and a disposal location with the City of Fort Worth. (Annual cost of \$45,000).
 - The annual HHW event cannot meet current demand (City turns people away).
 - Residents have option to drive to the Fort Worth location to dispose of these items.
- WC is proposing to use a TCEQ approved sub-contractor and will offer a rate of \$1.00 per home per month (all homes will be billed regardless of participation), which is a VERY competitive rate for this service (annual cost of \$193,000).
 - By providing a **more convenient solution** to residents for household hazardous waste collection, this program will increase the participation, and the volume collected, of these materials- most of which have been stored in the garage for an average of five years.
 - The vast majority of the items collected will be reused or recycled. Each home can schedule one collection per month.
 - Reduces the potential of residents depositing of these items in regular trash collection.

Advantage of At-Home Household Hazardous Waste Program - Continued

Items accepted include:

- Used motor oil and used cooking oil (screw top lid)
- Batteries of all kinds
- Paint of all kinds
- Light bulbs of all kinds
- Household cleaners
- Aerosol cans
- Automotive fluids and fuels
- Lawn and garden items including fertilizer, pesticides and weed killers
- Pool chemicals and additives
- Vanishes, strippers, turpentine and stains
- Glues and epoxies

Note: This service is available once a month per address. Residents must call in advance to schedule.
E-waste is not included in this service.

Expected arguments for Residential and Commercial market changes

- Residential:

- Residents may feel it's a loss to reduce collection to 1x week.
- Small brush collection guidelines, including proper bundling and cutting, will be enforced more strictly.
- Actually, few homes generate more than seven full bags of solid waste a week.
- Increasing to a 95-gallon Recycling container, increases capacity by 50% to offset reduced service days.
- A second cart is available for only \$7.00 per month more. (Texas average for "second carts" is 5% of the homes).

- Commercial:

- Some may feel they can get the best deal on their own, but Open market competition may lead to long-term cost increases, hidden fees, and no time to audit bills.
- City Contract: A single vendor provides the best rates for businesses and residents, with control over future pricing.
- Reduced Road Damage: Fewer vendors mean less street damage and better accountability.
- Better Waste Management: Overflowing dumpsters are addressed by adjusting container size, service frequency, and ensuring a uniform appearance.

Options

- **Option 1** – Make no changes and keep the current service.
 - Annual rate adjustments have no “cap”.
 - Contract language contains no penalties for service lapses.
- **Option 2** - Accept the Amended Contract and leave garbage collection as is; no change to Commercial Market.
 - Amended Extension Agreement goes into effect immediately.
- **Option 3** - Change to Cart Options (Open or Closed Market)
 - Residential changes and new rates take effect in Q4 2025.
 - If the City selects a closed commercial market, it has the franchise authority to require businesses to transition from their current vendor contracts to Waste Connections. To mitigate this and ensure a smooth transition, businesses will have 12 months to fulfill their existing contracts. Waste Connections will assume full market service in Q1 2026.

Note: Estimated that Waste Connections provides service to 40% of commercial market.

Recommendation

- Recommend selecting Option 3 –
 - 1 x per week collection of solid waste using a 95-gallon cart
 - 1 x per week collection recycling in a 95-gallon cart
 - 1 x per week collection of small brush
 - 1 x per month collection of large brush and bulk
- Recommend adding the HHW program for an additional \$1.00 per month
- Recommend Closing the Commercial and Industrial Market
- The contract will be updated to offer better rate protection.

Appendix – Dumpster Rates

Price Sheet of Mansfield

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 89	\$ 132	\$ 175	\$ 217	\$ 260	\$ 315
3	\$ 105	\$ 189	\$ 265	\$ 347	\$ 428	\$ 523
4	\$ 132	\$ 232	\$ 329	\$ 429	\$ 530	\$ 667
6	\$ 166	\$ 294	\$ 422	\$ 551	\$ 679	\$ 890
8	\$ 220	\$ 371	\$ 501	\$ 631	\$ 761	\$ 992

Price Sheet of Cleburne

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 114	\$ 190	\$ 265	\$ 341	\$ 416	\$ 489
3	N/A	N/A	N/A	N/A	N/A	N/A
4	\$ 167	\$ 306	\$ 383	\$ 492	\$ 599	\$ 710
6	\$ 223	\$ 364	\$ 505	\$ 649	\$ 788	\$ 951
8	\$ 270	\$ 441	\$ 601	\$ 776	\$ 944	\$ 1179

Rates in the tables reflect current year. City of Coppell rates are as of 2023.

Appendix – Dumpster Rates

Price Sheet of North Richland Hills

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 93	\$ 176	\$ 235	\$ 342	\$ 414	\$ 467
3	\$ 133	\$ 231	\$ 306	\$ 408	\$ 504	\$ 591
4	\$ 160	\$ 281	\$ 388	\$ 505	\$ 610	\$ 730
6	\$ 203	\$ 384	\$ 545	\$ 711	\$ 879	\$ 1039
8	\$ 235	\$ 472	\$ 660	\$ 836	\$ 1050	\$ 1265

Price Sheet of Keller

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 98	\$ 227	\$ 317	\$ 444	\$ 577	\$ 712
3	\$ 111	\$ 250	\$ 347	\$ 478	\$ 647	\$ 812
4	\$ 125	\$ 244	\$ 370	\$ 515	\$ 663	\$ 821
6	\$ 152	\$ 296	\$ 440	\$ 582	\$ 756	\$ 935
8	\$ 178	\$ 345	\$ 518	\$ 696	\$ 857	\$ 1046

Rates in the tables reflect current year. City of Coppell rates are as of 2023.

Appendix – Dumpster Rates

Price Sheet of Euless

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 72	\$ 136	\$ 182	\$ 266	\$ 322	\$ 372
3	\$ 103	\$ 180	\$ 238	\$ 317	\$ 392	\$ 448
4	\$ 124	\$ 218	\$ 301	\$ 393	\$ 474	\$ 542
6	\$ 157	\$ 299	\$ 424	\$ 552	\$ 683	\$ 777
8	\$ 182	\$ 367	\$ 513	\$ 650	\$ 816	\$ 943

Price Sheet of Coppell (as of 2023)

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 78	\$ 129	\$ 172	\$ 215	\$ 263	\$ 362
3	\$ 119	\$ 199	\$ 264	\$ 330	\$ 404	\$ 556
4	\$ 147	\$ 286	\$ 393	\$ 497	\$ 603	\$ 852
6	\$ 179	\$ 306	\$ 441	\$ 561	\$ 677	\$ 926
8	\$ 226	\$ 492	\$ 545	\$ 679	\$ 832	\$ 986

Rates in the tables reflect current year. City of Coppell rates are as of 2023.

Appendix – Dumpster Rates

Price Sheet of Arlington

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$90	\$ 147	\$ 213	\$ 267	\$ 334	\$ 434
3	N/A	N/A	N/A	N/A	N/A	N/A
4	\$147	\$233	\$323	\$413	\$512	\$656
6	N/A	N/A	N/A	N/A	N/A	N/A
8	\$233	\$ 403	\$ 518	\$ 673	\$ 843	\$ 1060

Price Sheet of Grand Prairie

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 107	\$ 167	\$ 231	\$ 267	\$ 371	\$ 480
3	N/A	N/A	N/A	N/A	N/A	N/A
4	\$ 167	\$ 252	\$ 348	\$ 447	\$ 547	\$ 710
6	N/A	N/A	N/A	N/A	N/A	N/A
8	\$ 252	\$ 429	\$ 535	\$ 697	\$ 880	\$ 1108

Rates in the tables reflect current year. City of Coppell rates are as of 2023.

Appendix – Dumpster Rates

Price Sheet of Cedar Hill

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 84	\$ 122	\$ 224	\$ 298	\$ 390	\$ 447
3	\$ 99	\$ 157	\$ 254	\$ 334	\$ 409	\$ 503
4	\$ 116	\$ 187	\$ 306	\$ 394	\$ 474	\$ 547
6	\$ 146	\$ 265	\$ 383	\$ 519	\$ 627	\$ 739
8	\$ 170	\$ 303	\$ 476	\$ 616	\$ 747	\$ 868

Price Sheet of Waxahachie

Container size	weekly collection frequency					
	1	2	3	4	5	6
2	\$ 47	\$ 90	\$ 134	\$ 177	\$ 222	\$ 269
3	\$ 63	\$ 111	\$ 174	\$ 214	\$ 293	\$ 333
4	\$ 90	\$ 169	\$ 250	\$ 285	\$ 357	\$ 425
6	\$ 130	\$ 249	\$ 365	\$ 395	\$ 489	\$ 584
8	\$ 142	\$ 254	\$ 381	\$ 411	\$ 504	\$ 600

Rates in the tables reflect current year. City of Coppell rates are as of 2023.

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Justin Scharnhorst, Deputy Director
MEETING: January 6, 2025

SUBJECT:

Consider and take possible action of a professional service contract with Freese and Nichols, Inc. for the development and analysis of a street maintenance fee. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

SUMMARY:

One of the City's top priorities is improving the condition of streets throughout the community. To support this effort, the City recently completed an Asset Management Study that assessed current street conditions. The study concluded that additional resources are necessary to enhance and maintain streets at a desired quality level.

To address the annual depreciation of the city's street network, an analysis of a potential street maintenance fee is being proposed. This analysis would provide City Council with the data required to consider adopting such a fee during the FY25-26 budget discussions. The primary goal of this fee is to generate funding for capital improvements and facility expansions necessitated by new development. The analysis will evaluate the feasibility of various funding mechanisms, including amortized charges, lump-sum fees, capital recovery fees, and contributions in aid of construction.

City Council has previously discussed implementing both stormwater and street maintenance fees to establish dedicated and reliable funding mechanisms for these critical infrastructure areas.

Cost Summary:

The street maintenance fee study is proposed at \$134,900 for the following basic services:

1. Identification of policies and goals
2. Data compilation
3. Development of the street maintenance fee rate model
4. Staff presentations and City Council meeting briefings

5. Establishment of maintenance methodology, inquiry/appeal processes, and billing audits
6. Completion of a technical memorandum for the street maintenance fee

On-Call Implementation Assistance: \$30,000

Cost Summary:

- If both the stormwater and street maintenance fee studies are pursued concurrently, the total cost is **\$282,100**, which includes a \$30,000 contingency, resulting in a savings of \$50,200.
- If conducted independently:
 - Stormwater utility fee study: **\$167,400**
 - Street maintenance fee study: **\$164,900**

Developing the two studies concurrently would result in significant cost savings by streamlining efforts and eliminating redundancies. However, pursuing only one study would increase the overall cost due to the loss of shared efficiencies.

RECOMMENDATION:

Staff recommends approving the study for both storm water and street maintenance fees.

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

- At the February 13, 2024, City Council Strategic Planning Session, the Council expressed support for holding additional discussions about establishing Stormwater Management and Street Maintenance Fees.
- At the May 8, 2024 Finance Committee meeting, the committee unanimously directed staff to move the items forward to the entire Council for continued discussion.
- At the May 20, 2024 City Council meeting, the City Council unanimously directed staff to hire a consultant to assist in the development of Stormwater Management and Street Maintenance Fee Development Studies.

At the November 18, 2024 City Council meeting, the City Council directed staff to hire a consultant to assist in the development of Stormwater Management and Street Maintenance Fee Development Studies to determine the feasibility and impact of the program.

REFERENCE:

N/A

FISCAL IMPACT:

Adopted Independently:

Proposed Expenditure/Revenue: \$137,000

Account Number(s): 10131002-62010

Fund: General

Account Description: Engineering Services

Proposed Expenditure/Revenue: \$27,900 - Supplemental Appropriations

Adopted together:

Proposed Expenditure/Revenue: \$137,000

Account Number(s): 10131002-62010

Fund: General

Account Description: Engineering Services

Supplemental Appropriations = \$145,100

STAFF CONTACT:

Name: Justin Scharnhorst

Title: Deputy Director of Public Works

jscharnhorst@burlesontx.com

817-426-9646



Stormwater and Street Maintenance Fees

PRESENTED TO THE CITY COUNCIL: JANUARY 6, 2025

Background

- Potential stormwater and street maintenance fees have been discussed at:

February 13, 2024 Council Retreat

May 8, 2024 Finance Committee meeting

May 20, 2024 Council meeting

November 18, 2024 Council meeting



- At the November 18th discussion, council supported moving these initiatives forward for further analysis to determine the viability and impact in preparation of adopting a fee in advance of the upcoming budget discussion.
- Project rough proportionality analysis is estimated to take 6-9 months to complete.

Stormwater Utility Fee

- Dedicated funding source for drainage improvements throughout the community
- Can be used for on-going maintenance and/or capital projects
- Would be included on monthly water bill as a separate fee
- Extensive fee program development process and analysis recommended via consultant to recommend a defensible fee structure and program compliant with state law
- Maintenance fees are dedicated for ongoing maintenance vs new development

Chapter 395 of the Texas Local Government Code authorizes impact fees for water, wastewater, roadway, and drainage (stormwater) **for new development**; Burleson has implemented these fees for water, wastewater, and roadway infrastructure

Street Maintenance Fee

- Dedicated funding source to assist in the maintenance of existing roadways
- Cannot be used for construction of new streets
- Included on water bill as a separate fee
- Requires extensive calculations and methodology for creating fee structure and program (anticipated via consultant support)

Freese and Nichols

The consultant will assist with developing the following tasks:

- Identification of policies and procedures
- Street maintenance fee data compilation
- Street maintenance fee rate model and fee structure development
- Evaluate stormwater management cost of service
- Develop stormwater utility fee assessment basis
- Develop stormwater utility fee structure and revenue model
- City council meetings for ordinance/fee schedule adoption
- Data maintenance methodology
- Combined study report
- Public outreach support
- On going support

Funding

Based on council feedback on November 18th, staff negotiated reduced pricing based on economies of scale for incorporating both studies and partnering on the public engagement and billing implementation section of this project.

Combined Stormwater & Street Maintenance Fees		Stormwater Utility Fee Only		Street Maintenance Fee Only		Delta
Original proposed cost of the consolidated study \$408,500						
		Cost:	\$137,400	Cost:	\$134,900	
		Professional Services:	\$30,000	Professional Services:	\$30,000	
Total:	\$282,100	Total:	\$167,400	Total:	\$164,900	\$50,200

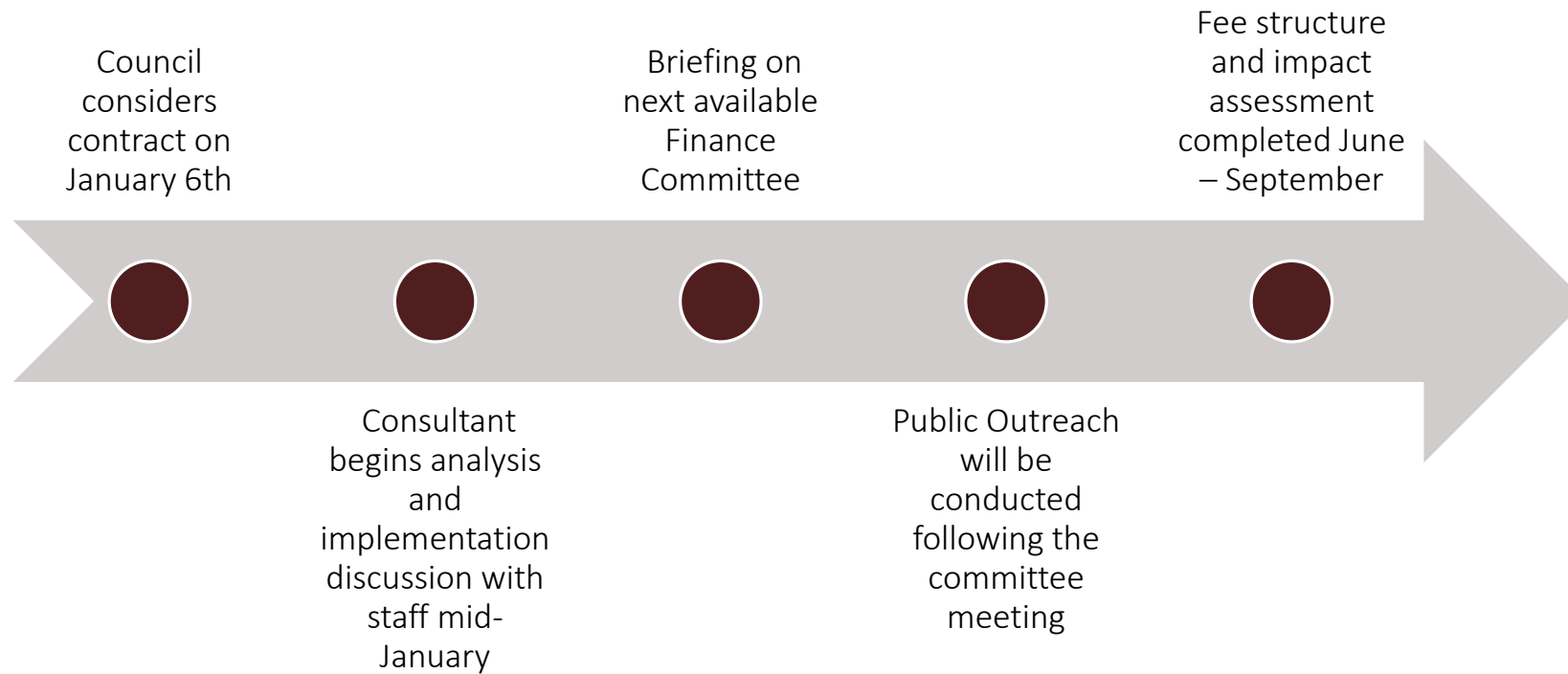
Funded through Development Services – Engineering Services

Funded through supplemental appropriation

Contract Scoping Discussion

- During the November 18th presentation, council reinforced the significance of public engagement throughout this process
- In order to reduce the proposed contract cost, City staff is now proposed to develop and implement the public engagement and billing implementation effort and will consult with Freese and Nichols for support as needed
- Having staff lead these initiatives lead to cost savings through the agreement

Timeline



Options for Consideration

- Approve a professional services contract with Freese and Nichols to conduct analysis on developing a Street Maintenance in the amount of \$164,900.
- Approve a professional services contract with Freese and Nichols to conduct analysis on developing a Stormwater Utility fee in the amount of \$167,400.
- *Approve a professional service contract with Freese and Nichols, Inc. for the development and analysis of a Stormwater Utility and Street Management fee in the amount of \$282,100.

**Staff recommendation*

*** Any action needs to be subject to the review and approval of the City Attorney*

Questions/Comments

Justin Scharnhorst
Deputy Director of Public Works
jscharnhorst@burlesontx.com
817-426-9646

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Freese & Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1249688

Date Filed:
12/16/2024

Date Acknowledged:

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

City of Burleson

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

Contract 08.20.2024
STREET MAINTENANCE FEE DEVELOPMENT STUDY

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Brown, Jessica	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Reedy, Michael	Houston, TX United States	X	
	Chambers, Robert	Fort Worth, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Stephanie Bedison, and my date of birth is [REDACTED].

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 16th day of December, 2024.
(month) (year)

Stephanie Bedison

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Justin Scharnhorst, Deputy Director
MEETING: January 6, 2025

SUBJECT:

Consider and take possible action of a professional service contract with Freese and Nichols, Inc. for the development and analysis of a stormwater utility fee. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

SUMMARY:

The city's drainage network has been largely underserved, necessitating significant improvements. To address this, a comprehensive analysis of a potential stormwater impact fee is being proposed. This analysis would equip the City Council with the necessary data to consider adopting such a fee during the FY25-26 budget discussions.

The primary objective of the stormwater impact fee is to generate funding for critical enhancements to the city's drainage infrastructure, which includes over 62,000 linear feet (12+ miles) of storm channels. Presently, the city's drainage needs far outpace the available resources and staffing required to maintain these responsibilities effectively.

City Council has previously discussed implementing both stormwater and street maintenance fees to establish dedicated and reliable funding mechanisms for these vital infrastructure areas. To support these efforts, the following tasks will be undertaken as part of the stormwater impact fee study, on a lump-sum basis:

Basic Services (\$137,400):

1. Kickoff meeting, data requests, policy discussions, and goal setting
2. Evaluation of stormwater management costs of service
3. Development of fee assessment methodology
4. Creation of a fee structure and revenue model
5. Participation in City Council meetings for utility ordinance and fee schedule adoption

6. Utility data methodology analysis
7. Completion of the stormwater utility fee development study report

On-Call Implementation Assistance: \$30,000

Cost Summary:

- If both the stormwater and street maintenance fee studies are pursued concurrently, the total cost is **\$282,100**, which includes a \$30,000 contingency, resulting in a savings of \$50,200.
- If conducted independently:
 - Stormwater utility fee study: **\$167,400**
 - Street maintenance fee study: **\$164,900**

Developing the two studies concurrently would result in significant cost savings by streamlining efforts and eliminating redundancies. However, pursuing only one study would increase the overall cost due to the loss of shared efficiencies.

RECOMMENDATION:

Staff recommends approving the study for both storm water and street maintenance fees.

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

- At the February 13, 2024, City Council Strategic Planning Session, the Council expressed support for holding additional discussions about establishing Stormwater Management and Street Maintenance Fees.
- At the May 8, 2024 Finance Committee meeting, the committee unanimously directed staff to move the items forward to the entire Council for continued discussion.
- At the May 20, 2024 City Council meeting, the City Council unanimously directed staff to hire a consultant to assist in the development of Stormwater Management and Street Maintenance Fee Development Studies.

At the November 18, 2024 City Council meeting, the City Council directed staff to hire a consultant to assist in the development of Stormwater Management and Street Maintenance Fee Development Studies to determine the feasibility and impact of the program.

REFERENCE:

N/A

FISCAL IMPACT:

Adopted independently:

Proposed Expenditure/Revenue: \$137,000

Account Number(s): 10131002-62010

Fund: General

Account Description: Engineering Services

Proposed Expenditure/Revenue: \$30,400 - Supplemental Appropriations

Adopted together:

Proposed Expenditure/Revenue: \$137,000

Account Number(s): 10131002-62010

Fund: General

Account Description: Engineering Services

Supplemental Appropriations = \$145,100

STAFF CONTACT:

Name: Justin Scharnhorst

Title: Deputy Director of Public Works

jscharnhorst@burlesontx.com

817-426-9646



Stormwater and Street Maintenance Fees

PRESENTED TO THE CITY COUNCIL: JANUARY 6, 2025

Background

- Potential stormwater and street maintenance fees have been discussed at:

February 13, 2024 Council Retreat

May 8, 2024 Finance Committee meeting

May 20, 2024 Council meeting

November 18, 2024 Council meeting



- At the November 18th discussion, council supported moving these initiatives forward for further analysis to determine the viability and impact in preparation of adopting a fee in advance of the upcoming budget discussion.
- Project rough proportionality analysis is estimated to take 6-9 months to complete.

Stormwater Utility Fee

- Dedicated funding source for drainage improvements throughout the community
- Can be used for on-going maintenance and/or capital projects
- Would be included on monthly water bill as a separate fee
- Extensive fee program development process and analysis recommended via consultant to recommend a defensible fee structure and program compliant with state law
- Maintenance fees are dedicated for ongoing maintenance vs new development

Chapter 395 of the Texas Local Government Code authorizes impact fees for water, wastewater, roadway, and drainage (stormwater) **for new development**; Burleson has implemented these fees for water, wastewater, and roadway infrastructure

Street Maintenance Fee

- Dedicated funding source to assist in the maintenance of existing roadways
- Cannot be used for construction of new streets
- Included on water bill as a separate fee
- Requires extensive calculations and methodology for creating fee structure and program (anticipated via consultant support)

Freese and Nichols

The consultant will assist with developing the following tasks:

- Identification of policies and procedures
- Street maintenance fee data compilation
- Street maintenance fee rate model and fee structure development
- Evaluate stormwater management cost of service
- Develop stormwater utility fee assessment basis
- Develop stormwater utility fee structure and revenue model
- City council meetings for ordinance/fee schedule adoption
- Data maintenance methodology
- Combined study report
- Public outreach support
- On going support

Funding

Based on council feedback on November 18th, staff negotiated reduced pricing based on economies of scale for incorporating both studies and partnering on the public engagement and billing implementation section of this project.

Combined Stormwater & Street Maintenance Fees		Stormwater Utility Fee Only		Street Maintenance Fee Only		Delta
Original proposed cost of the consolidated study \$408,500						
		Cost:	\$137,400	Cost:	\$134,900	
		Professional Services:	\$30,000	Professional Services:	\$30,000	
Total:	\$282,100	Total:	\$167,400	Total:	\$164,900	\$50,200

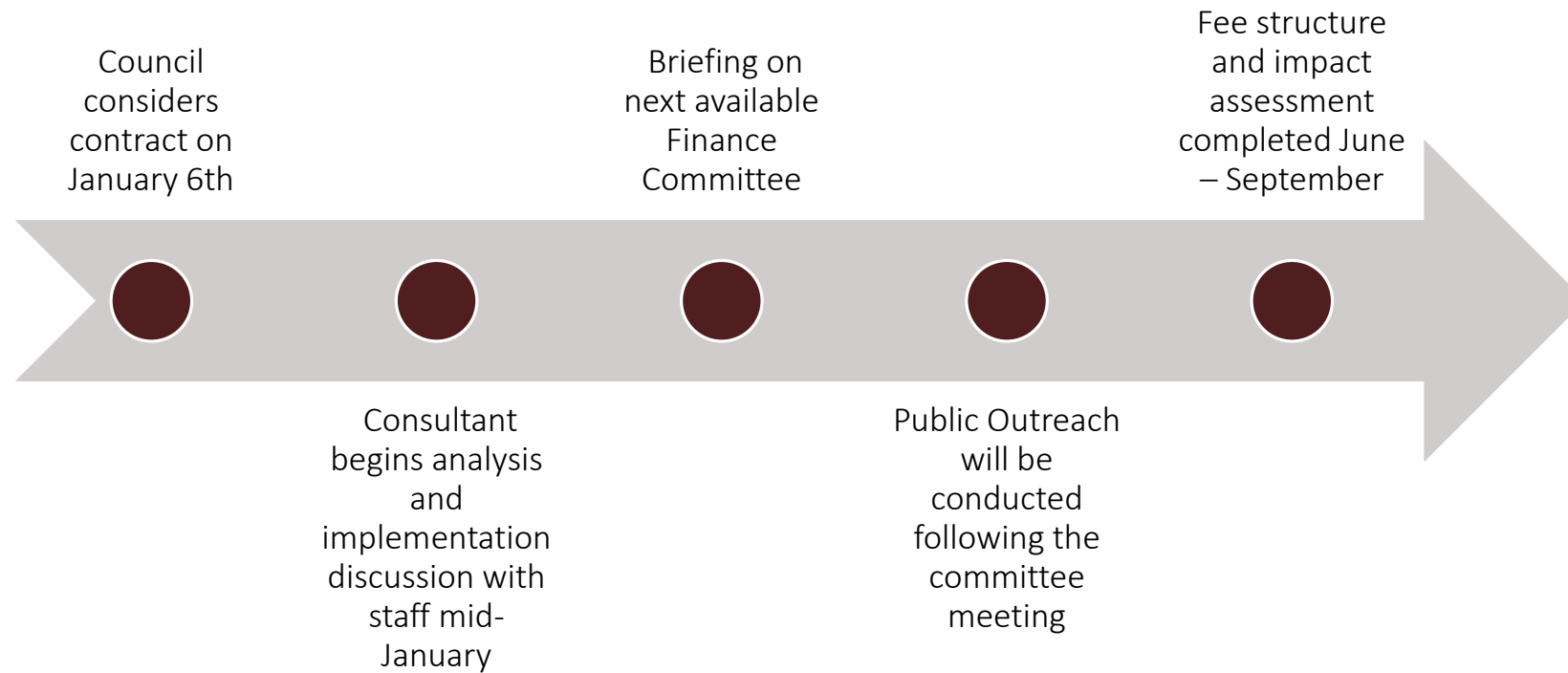
Funded through Development Services – Engineering Services

Funded through supplemental appropriation

Contract Scoping Discussion

- During the November 18th presentation, council reinforced the significance of public engagement throughout this process
- In order to reduce the proposed contract cost, City staff is now proposed to develop and implement the public engagement and billing implementation effort and will consult with Freese and Nichols for support as needed
- Having staff lead these initiatives lead to cost savings through the agreement

Timeline



Options for Consideration

- Approve a professional services contract with Freese and Nichols to conduct analysis on developing a Street Maintenance in the amount of \$164,900.
- Approve a professional services contract with Freese and Nichols to conduct analysis on developing a Stormwater Utility fee in the amount of \$167,400.
- *Approve a professional service contract with Freese and Nichols, Inc. for the development and analysis of a Stormwater Utility and Street Management fee in the amount of \$282,100.

**Staff recommendation*

*** Any action needs to be subject to the review and approval of the City Attorney*

Questions/Comments

Justin Scharnhorst
Deputy Director of Public Works
jscharnhorst@burlesontx.com
817-426-9646

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Freese & Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1249684

Date Filed:
12/16/2024

Date Acknowledged:

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

City of Burleson

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

CONTRACT
Stormwater Utility Fee Development Study

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Coltharp, Brian	Fort Worth, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Brown, Jessica	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Reedy, Michael	Houston, TX United States	X	
	Chambers, Robert	Fort Worth, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Stephanie Bedison, and my date of birth is July 19, 1977.

My address is 801 Cherry Street, Suite 2800, Fort Worth, TX, 76102, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 16th day of December, 2024.
(month) (year)

Stephanie Bedison

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Errick Thompson, Director
MEETING: January 6, 2025

SUBJECT:

Consider and take possible action of a 12-month sole source purchasing agreement with Asterra USA for water and wastewater leak detection in the amount of \$73,500.00. (*Staff Contact: Errick Thompson, Director of Public Works*)

SUMMARY:

City water and wastewater crews responded to 89 water leaks in FY23-24 and 21 wastewater repairs throughout the 223-mile network of water mains and 226-mile network of wastewater mains in Burleson. As water supply continues to become an even more critical factor in our rapidly growing region, it is incumbent upon local governments and residents to do everything possible to reduce water waste. One way to do that is to identify and address small leaks as soon as possible before they become large leaks and water main breaks. Wastewater leaks can result in significant monetary penalties, so it is important to identify and resolve any potential issues in that infrastructure as quickly as possible as well. Asterra will identify specific areas of interest throughout the wastewater system and those areas will be highlighted for prioritization for further field investigation. The proposed contract includes 40 hours of field investigation that will supplement video camera inspection and smoke testing by staff.

This item seeks approval of a contract with Asterra USA to have the entire water and wastewater networks analyzed using proprietary satellite scans and analysis. This will result in specific points of interest for on-the-ground investigation and confirmation. Using this technology allows the entire systems to be assessed many times faster than traditional leak detection methods. The technology is reported to detect leaks as small as 0.2 gallons per minute.

Asterra USA has been recognized by the American Water Works Association for the innovation of this technology.

The City Legal Department has reviewed the sole source documentation provided by Asterra USA per the City's Purchasing policy, Policy 36.

Asterra representatives informed city staff of potential cost savings due to interest from nearby utilities in using the same satellite scans planned for Burleson's service area. These utilities include the cities of Arlington, Duncanville, and Mansfield, the Bethesda Water Supply Corporation, and the

Johnson County Special Utility District. This collaboration reduces the estimated cost for Burleson by \$14,500 from \$88,000 to \$73,500.

RECOMMENDATION:

Approve a 12-month sole source purchasing agreement with Asterra USA for water and wastewater leak detection in the amount of \$73,500.00.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: \$73,500.00
Account Number: 501-70-71-7101-0000-62050
Fund: Water Wastewater Fund
Account Description: Other Outside Services

STAFF CONTACT:

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



Water and Wastewater Line Leak Detection

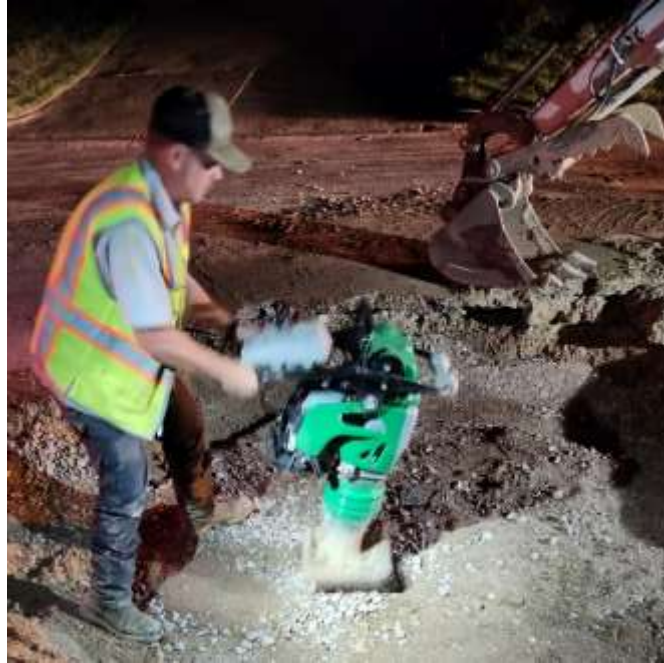
Agenda



- Background
- Project Overview
- Recommendation and Next Steps

Background

- Water and wastewater infrastructure include over 223 miles of water mains and over 226 miles of wastewater mains
- As these underground assets age they become more susceptible to developing leaks and main breaks
- In FY23-24, staff responded to 89 water leaks and 21 wastewater repairs



Project Overview



- Staff proposes engaging ASTERRA to perform satellite-based leak detection on our system to complement and enhance the focus of staff and leak repairs
- The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water leaks, using L-band synthetic aperture radar (SAR) mounted on a satellite
- The technology similarly identifies specific areas of interest in the wastewater system for further ground-based investigation complementing video inspection and smoke testing by staff
- The \$73,500 project will
 - Scan both 223 mile-water main system and 226 mile-wastewater main system
 - Identify potential leak locations for field confirmation
 - Conduct field confirmation (40 hours included) and relay locations of confirmed water leaks to staff for resolution either by staff or through contract services
 - Provide pipe condition assessment to help prioritize future pipe rehabilitation projects

Procurement



- Section 252.022 of the Texas Local Government Code allows for exemptions to competitive bidding requirements
- Sole source procurements are one of the exemptions provided the item or service being procured is available from only one source because of
 - patents
 - copyrights
 - secret processes, or
 - national monopolies
- Based on their patented technology and legal review of the sole source documentation, the project is being recommended as a sole source procurement

ASTERRA received the Innovation Award in 2021 from the American Water Works Association for their satellite-based solution for monitoring and detecting potential leaks in drinking and wastewater systems

- Provides infrastructure intelligence for proactive pipe repair and planning
- Averages 3.5 leaks per crew day compared to 1.3 with traditional acoustic methods and leaks as small as 0.2 gallons per minute
- Reduces non-revenue water loss, which amounts to 17 billion gallons annually worldwide
- Assists the wastewater sector by mitigating the risks of fines, consent decrees, legal consequences, and reputational damage

Examples of Texas Customers

Irving	Garland	Duncanville (pending)	Midland
Galveston	Johnson County Special Utility District	Mansfield (pending)	New Braunfels

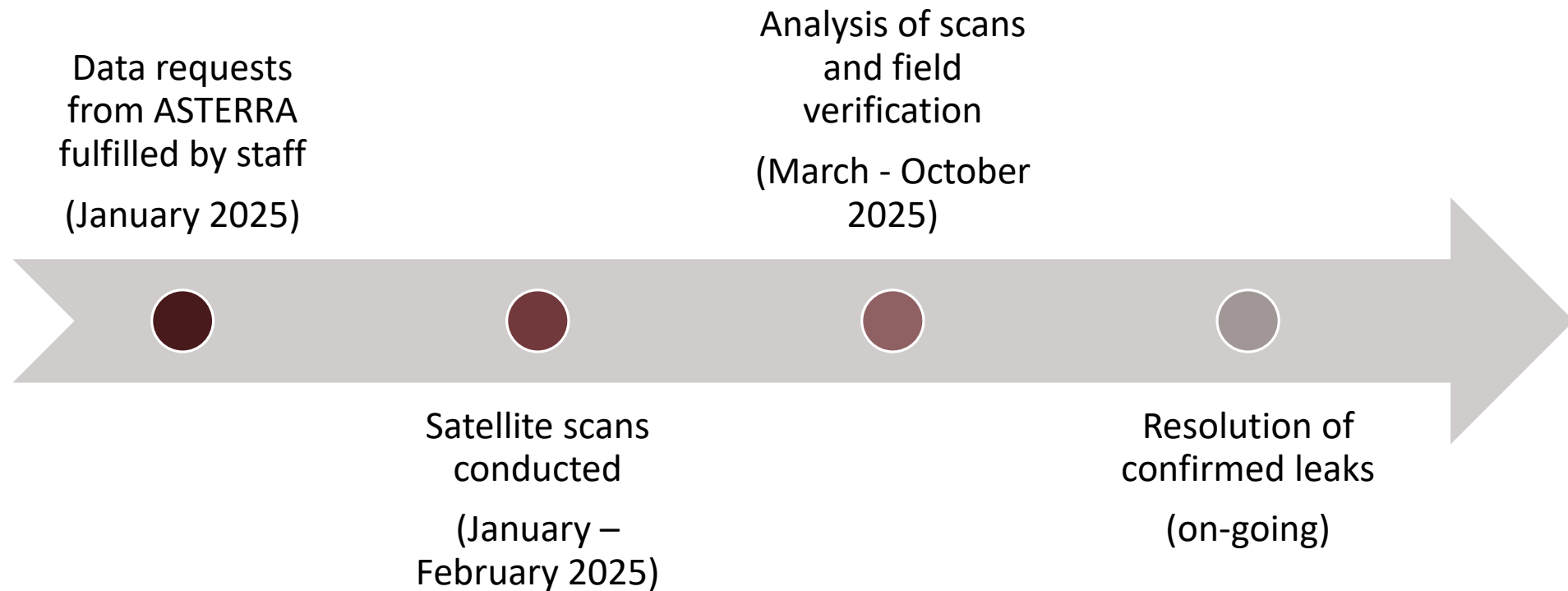
Asterra's Promoted Benefits



- Non-invasive ASTERRA technology is effective irrespective of soil type, pipe material, and pipe diameter
- Covers large areas at once identifying potential leaks in areas that traditional acoustic leak detection programs may not typically survey
- Screening technology that can be used directly or indirectly for condition assessment, asset budget planning and prioritizing zones within the network with higher risk
- Provides a positive impact on the environment (reduces water loss, electricity used, and CO₂ produced)

Action Requested and Next Steps

Staff recommends approval of a 12-month sole source purchasing agreement with ASTERRA USA for water and wastewater leak detection in the amount of \$73,500



Questions / Discussion

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



Intelligence to Act

A proposal for City of Burleson, TX



Proposal & Scope of Work

Prepared by Eric Trerotola - Sales Manager

13 December 2024

4180 La Jolla Village Dr., #530 La Jolla, CA 92037 858.521.9442 US **asterra.io**

ASTERRA

ASTERRA uses patent-protected technology for infrastructure condition assessment, pipe replacement modeling, and leak detection in urban and rural, water or sewage networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture resulting from treated water or wastewater leaks, through the analysis of SAR data. This is of considerable value to industry, governments, and citizens. Because the observation point is orbiting 390 miles above the Earth, this allows for simultaneous monitoring of pipes within a large network.

ASTERRA's Martian Roots

ASTERRA's core technology is based on the search for underground water on Mars and other planets. Lauren Guy, a geophysicist, and entrepreneur who developed the approach, quickly recognized the application could be even more effective here on Earth. The water was closer, the need more immediate, and the technology had the potential to solve a number of critical problems. Mr. Guy founded Utilis (now known as ASTERRA) in 2013 to develop applications for the new technology. In 2016, leak detection in underground water systems became the first commercially used application. This solution is now called Recover.

A Revolutionary Change

From an orbiting satellite, our algorithm which is fine-tuned to detect treated drinking water and wastewater, reveals underground leaks as small as 0.2 gallons per minute. Now, managers of underground water infrastructure can see the water leaking from their systems. Even in the largest cities, it could be seen all at once, with unheard-of speed and efficiency. ASTERRA continues to refine the technology and expand its applications beyond leak detection, adding pipeline monitoring and deficiency analysis as well as property assessment to its growing capabilities.

Impact

ASTERRA actively contributes to the United Nations Sustainable Development Goals, particularly focusing on Goal numbers 6 (Clean Water and Sanitation), 9 (Industry, Innovation, and Infrastructure), and 13 (Climate Action). By leveraging our expertise in satellite-based infrastructure intelligence, we empower organizations to make data-driven decisions and build a resilient and sustainable future. We are dedicated to creating lasting positive change and supporting the achievement of the SDGs globally.



1. Satellite Radar – Scan Acquisition

Raw scans of the area taken by radar over Areas of Interest (AOI) received from client

2. Radiometric Corrections

ASTERRA takes the raw scan and prepares it for analysis, by filtering interferences from buildings, manmade objects, vegetation, water bodies, and more

3. Algorithmic Analysis

ASTERRA's unique and patented algorithm targets the spectral signature of treated water or wastewater and its interaction with the soil

4. Availability to Client

Newly detected leak locations are delivered via the EO Discover platform to the client on an ongoing basis, with frequency depending on the level of monitoring purchased.

Advantages of Ongoing Monitoring

Today, utilities typically survey their system blindly and reactively. This approach yields minimal results which leads many utilities to deprioritize proactive leak detection. Usually, utilities are forced to use limited resources for work orders to find, dig and repair leaks. In most cases, this results in falling further behind the curve and increased pipe breakages. Rather than leak detectors surveying the entire system blindly, Recover guides leak detectors to likely leak locations or points of interest which **ASTERRA** has highlighted through their analysis. Now, leak detectors only need to walk 5-10% of the system where water is already leaking. With a single scan, **ASTERRA** identifies ~30% of the active leaks in your system. Additional scans allow for ongoing monitoring which will result in more active leaks being identified in your system. Additionally, leaks are continuously arising and enlarging, thus ongoing monitoring will continue to detect more leaks even in areas previously inspected.

Client Benefits & Impact

ASTERRA provides a comprehensive, accurate, and non-invasive remote sensing solution for locating leaks and monitoring any potable water and wastewater system in the world. This works over any type of terrain – flat or hilly; sparsely populated or densely populated high-rises. This is done by extracting information from SAR scans taken high above the ground and converting them into locations of underground potable water or wastewater leaks. Reducing NRW additionally has a positive effect on the environment. By reducing non-revenue water loss, the amount of processing decreases, resulting in a reduction of power use and the associated environmental effects. Locating and fixing wastewater leaks in sewer systems also helps the environment by preventing pollution.

Main benefits of Recover:

- Non-invasive technology: Deployment of sensors or hardware on the ground is not necessary.
- ASTERRA technology is effective irrespective of soil type, pipe material, and pipe diameter.
- Covers large areas at once. Surveys an entire system in urban and rural areas, while also providing location intelligence at a fine resolution. Identifies potential leaks in areas that traditional acoustic leak detection programs may not typically survey.
- Find more leaks in a shorter period: Increases the efficiency of traditional acoustic leak detection programs by prioritizing work locations and offering quicker response times.
- Screening technology that can be used directly or indirectly for condition assessment, asset budget planning and work on structural changes prioritizing network riskier zones.
- Identifies background (i.e., non-surfacing) leaks that might otherwise go undetected for long periods of time.
- Can fit into either CAPEX or OPEX budgets.
- Provides a positive impact on the environment (reduces water loss, electricity used, and CO2 produced).

ASTERRA's Solutions

ASTERRA's solutions include Recover and MasterPlan for potable water and wastewater. All are made available on ASTERRA's EO Discover platform. Recover and MasterPlan are ASTERRA's commercial services offered in this proposal. The output from the proprietary algorithm is provided through the analysis of the SAR data combined with other processing techniques owned by Utilis (dba ASTERRA).

Recover for Leak Detection

Recover, the recipient of the AWWA Innovation Award in 2021, is a satellite-based solution for monitoring and detecting leaks in drinking and wastewater systems. It enhances operational efficiency and budget optimization by providing infrastructure intelligence for proactive pipe repair and planning. With Recover, entire city-wide systems can be monitored efficiently.

This advanced technology quickly locates non-surfacing leaks, allowing leak detection crews to focus on targeted repairs instead of unnecessary digging. Compared to traditional methods, Recover identifies more leaks and increases field crew efficiency by up to 400%. It offers the water industry the lowest cost per leak found, averaging 3.5 leaks per crew day compared to 1.3 with traditional acoustic methods. By reducing non-revenue water loss, which amounts to 17 billion gallons annually worldwide, Recover brings significant benefits to companies in the industry.

Furthermore, Recover assists the wastewater sector by mitigating the risks of fines, consent decrees, legal consequences, and reputational damage.

Recover Insights

At the start of the client's subscription period, each client is provided access to the EO Discover platform where they can access the data in the form of GIS files, the U-View application, or the dashboard with individual projects and field performance metrics. Each client is also provided access to the U-Collect field investigation application. The platform can be accessed 24/7 during the subscription period to view ASTERRA's analysis and results of field investigations track success metrics. Recover's specific features include:

Recover (POI Output): A GIS layer containing the POIs, provided in SHP and KML format for import into any GIS system (client-based, ESRI, or ASTERRA-provided U-Collect and U-View) that can be overlaid on a map displaying streets, pipes, hydrants, valves, and potential leak information.

EO Discover: A link to the EO Discover password-protected platform displaying data and field results, along with monitoring the progress of the project/service progress in real-time.

Temporal and Spatial Analysis: With a single scan, Recover identifies ~30% of the leaks in a given system. With multiple scans, Recover will identify up to 25% more of the leaks in the given system. Through multiple scans we can identify leak clusters through a temporal and spatial analysis which will aid in maintenance prioritization and asset management plans.

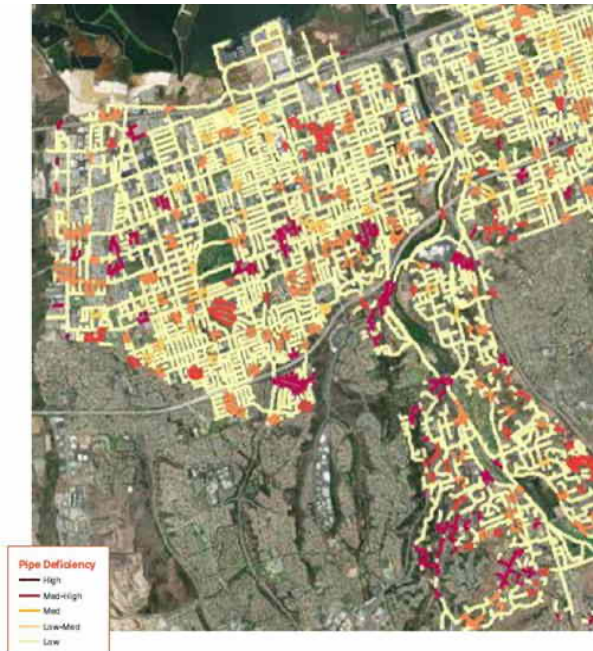
MasterPlan for Pipe Deficiency Assessment

Providing unique insights not available from anyone but ASTERRA, MasterPlan is an actual (not predictive) measurement of non-surfacing pipe leaks. It is pipe agnostic and collected non-invasively by a satellite with wide coverage, often scanning a full system instantaneously. MasterPlan provides actionable insights into your asset management plan in one easy data layer. Trained on five years of leaks discovered using Recover, the new algorithm assesses the deficiency of an entire pipe system using multiple SAR scans over time.

ASTERRA MasterPlan provides a GIS dataset containing pipe deficiency levels derived from SAR data. This solution is based on the same proven patented algorithm that is used by Recover to detect leaks in your system but is extended to monitor your system over time using statistical analysis. The general process takes all POIs identified in two consecutive satellite scans (identical coverage and angle) over your area of interest and analyzes the POI results. It then compares the POIs from multiple scans and identifies the clusters of POIs between them.

These results are processed through a learned statistical algorithm and used to assign pipes a score from low to high, signifying the level of deficiency observed.

With ASTERRA Masterplan, we can identify critical areas where the client can focus its future pipeline rehab and replacement efforts. These high deficiency areas can be used for asset management planning purposes, e.g., capital improvement replacement planning.



MasterPlan Insights

MasterPlan provides utilities and engineers with insights into actual pipe conditions. This GIS data layer is compatible and easily integrates into all GIS and GIS-based software. Combine this data with other information, such as pipe age, material, work orders, and consequence of failure to further enhance your replacement planning models or water system master plans.

MasterPlan (Pipe Deficiency Output): A GIS layer containing client pipe segments rated based on condition. Provided in SHP and KML format for import into a GIS or risk modeling system (Client map displaying streets, pipes, hydrants, valves, and potential leak information).

EO Discover: Login credentials to the EO Discover's password-protected platform for viewing the pipe data via GIS or U-View applications and for monitoring pipe deficiency levels.

MasterPlan Pipe Deficiency Assessment: A summary assessment detailing the condition of the client's pipes based on the GIS data output of pipe scores from low to high deficiency.

U-View Licenses: Licenses are provided for U-View (allows the client to view the data) for the duration of the EO Discover subscription period.

Typical Process and Timeline

- After confirmation of the order through the contract signature or receipt of a purchase order, ASTERRA will acquire the satellite scan(s). ASTERRA must have the order confirmation at least 21 days prior to the first date of satellite coverage to move forward with the satellite data procurement. The date of the acquisition is subject to the technical and operational constraints of the third-party satellite operation company and may change at any time.
- Before the acquisition, the client will provide ASTERRA with an Area of Interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using satellite within the client-provided service area.
- During the period prior to the scan acquisition, the client will provide ASTERRA with a GIS layer of all available treated water or sewage lines in the AOI to be analyzed. If available, the client will also provide a hydrant and valve layer within the AOI.
- Unless otherwise agreed upon by both the parties, ASTERRA will provide services only in the AOI overlapping with the client's provided GIS pipe system layer.
- After acquiring the scan and receiving the GIS pipe layers from the client, data will begin to populate on the EO Discover platform. This is approximately 7-14 business days after the first scheduled scan acquisition date. Scan acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. Service start dates may be affected due to poor scan quality according to ASTERRA's quality assurance standards.
- Where applicable, leak field inspection work can begin after the leakage data has populated on EO Discover on an agreeable date between both parties.

PROPOSAL

Scope of Work

The scope of work contained herein details the work and services ASTERRA will provide as well as the roles and responsibilities of both ASTERRA and the City of Burleson, TX (“**Client**”).

Roles, Responsibilities, and Offerings – ASTERRA

ASTERRA will provide Recover data as a service via EO Discover and it will consist of areas identified as potential leaks (i.e., areas containing soil moisture of treated water and/or wastewater underground) using a proprietary satellite imaging algorithm across the **Client’s** water system. ASTERRA will provide a primary contact person for technical and administrative purposes who will interact with the **Client**.

ASTERRA’s Responsibilities (“Services”):

- Acquiring and analyzing the satellite scan(s).
- Providing potential leak location data as a service through our password-protected platform, EO Discover. This data can be exported as GIS data files.
- Providing best practices for field inspection protocols to the Client.

ASTERRA’s Solution for Potable Water:

- **Recover (POI Output):** GIS layer containing the POIs, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the project/service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **U-Collect and U-View Licenses:** Provided for each of the following: U-Collect (allows field technician to collect data in the field), and U-View (allows field technician to view data from anywhere). The license is active upon delivery for the period of service. Additional licenses may be purchased and/or the initial license extended at the request of the client.

- **Kick-off Meeting:** Prior to fieldwork, an ASTERRA or ASTERRA-certified team (regardless of if it the client's team or a contractor), will call a kick-off meeting to agree on the operational field plan to address the Client's specific needs and the best practices required to get the best results.
- **Optional: Acoustic Leak Detection for Field Investigation (for Potable Water Pipelines Only):** Based upon selecting this option, ASTERRA will provide a certified subcontracted acoustic leak detection team to investigate the points of interest, provide a list of verified leaks, and mark them for repair. The leak detection field verification team(s) is proficient and experienced in using and operating acoustic equipment. The team should be provided with all the needed tools to access the listening points.
- **Optional: ASTERRA MasterPlan Pipe Deficiency Map,** provided as a GIS data set, if purchased within the Recover tier available or as an additional service option.
- **Optional: ESRI Arc GIS Field Maps Integration –** data provided in your ESRI ArcGIS online accounts for easy use in ArcGIS Field Maps. (Additional cost may apply if it is not included in the Recover service tier already).

ASTERRA's Solution for Wastewater

- **Recover (POI Output):** GIS layer containing the POIs, provided in GIS data files formatted for import into any GIS system.
- **EO Discover:** Provides access to monitor and track the progress of the project/service in real time and calculates ROI and impact metrics for ongoing KPI tracking. The license is for the period of service purchased.
- **Kick-off Meeting:** ASTERRA or ASTERRA-certified team will call a virtual kick-off meeting to discuss the data delivered and demonstrate the usage of the platform.

Roles, Responsibilities, and Offering – Client

The Client is responsible for providing baseline system data, work order history, and in some cases, an acoustic field verification team to inspect POIs identified by ASTERRA. The client shall identify a primary contact person for technical, administrative, and field inspection coordination. ASTERRA agrees to use the information described below only for the client's specific project and to not share the information with any other third party.

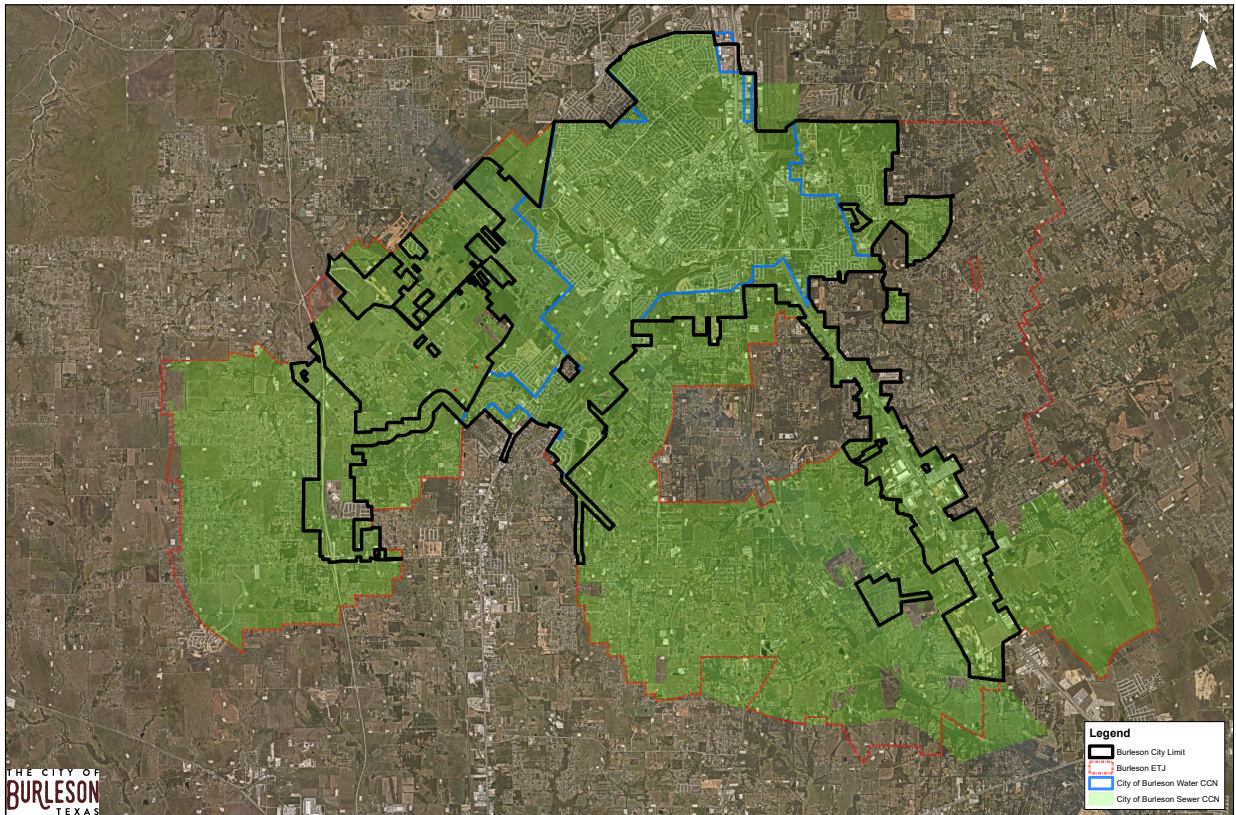
Client Responsibilities

- **Pipe System Information for Potable Water Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POIs. The GIS layer should include pipe material and diameter, length of pipeline to be analyzed, hydrants, valves, and any other detailed information available.
- **Pipe System Information for Wastewater Lines:** Prior to scan acquisition, the **Client** shall provide ASTERRA with a detailed and accurate GIS pipe system layer. If GIS is not available, roads will be used to guide the analysis. ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material and diameter, forced and/or gravity lines, length of pipeline to be analyzed, manholes, depth, and any other detailed information available.
- **Leak Detection History (Work Orders):** The **Client** shall provide ASTERRA with a detailed and accurate history of leak findings and repairs beginning one (1) week before the date the first satellite scan is acquired and through the project life cycle.
- **Leak Detection Performance Metrics for Potable Water Lines:** The **Client** shall provide ASTERRA with relevant and available performance metric data related to previous **Client**-utilized leak detection methodologies. This information will be used to calculate value metrics of the service and will be provided to the Client in the final report for their use.

Client Services for Potable Water

Areas of Interest (AOI)




During this service, ASTERRA will survey the Area of Interest (AOI) to be determined by the client, up to 223 linear miles of potable water lines and 226 linear miles of wastewater lines of mains as outlined in the image below:



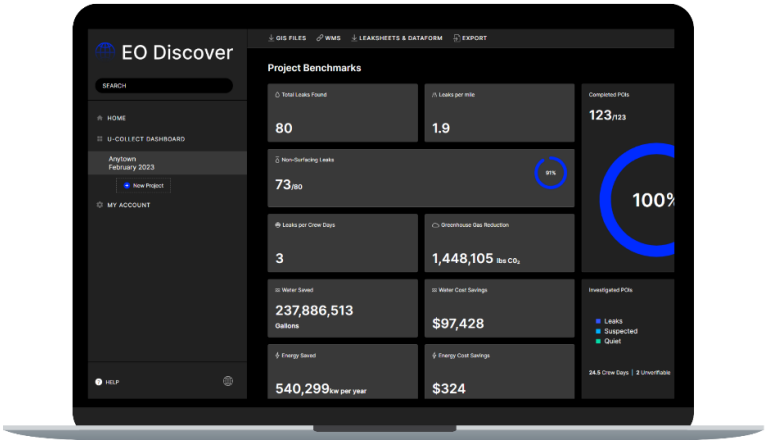
Once ASTERRA receives the full GIS pipe system information from the client, the pipe and total miles analyzed per delivery will be identified. Note: both main and service lines will be counted for total pipe length calculation.

Subscription-Based Service Packages

ASTERRA’s Recover solution and features are provided via a subscription to EO Discover with an option to select one of three distinct levels of service (Detect, Prevent or Advise). Each service level contains specific features designed to meet clients’ current and future needs, with additional add-on services available.

Detect 	Prevent 	Advise 
2 licenses: EO discover	4 licenses: EO discover	6 licenses: EO discover
Base line leak analysis	Base line leak analysis	Base line leak analysis
Leak Locations	Leak Locations	Leak Locations
U-collect/U-View Apps (2 licenses)	U-collect/U-View Apps (4 licenses)	U-collect/U-View Apps (6 licenses)
Final Program Report	Temporal and Spatial leak Analysis	Enhanced Temporal and Spatial leak Analysis
	Prioritized Leak locations for field investigation	Prioritized Leak locations for field investigation
	Final Program Report	MasterPlan Pipe Deficiency Map
		ESRI ArcGIS Field Maps Compatibility
		Personal Success Manager
		Final Program Report

Always Included: Online support, customized success plan, best practices tutorials



Pricing

Area of interest (AOI) for analysis:

Potable Water lines: 223 linear miles of mains and service piping.

Wastewater lines: 226 linear miles of mains and service piping.

	Prevent	
	QTY	Price
Package	12 months	\$58,000
MasterPlan	1	Included
Subcontracted Acoustic Leak Detection Technician – BOTG (40 Hours/5Days)	3	\$30,000
DFW Area Initiative Discount w/ \$215K+ Participating	1	(\$14,500)
Total	\$73,500	

Proposal is valid until: February 28th, 2025

Note: Once a package is selected, please contact ASTERRA sales team for terms of use and signature processing.



**ASTERRA Statement of Work
&
Software Terms of Use**

Provided to:

**City of Burleson, TX
December 13th, 2024**

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Statement of Work (SOW)

This Statement of Work (“**SOW**”) is provided in connection with the Terms of Use governing the use of ASTERRA’s Services and Platform.

Capitalized terms not defined herein shall have the respective meanings as set forth in the Terms of Use.

A. ROLES, RESPONSIBILITIES AND SERVICES – ASTERRA

1. GENERAL

ASTERRA offers its Clients, a patented technology operated by **Utilis Inc.** for pipe replacement modeling, and leak detection in urban and rural water networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture through the analysis of SAR data.

2. ASTERRA’S PRODUCTS OVERVIEW

ASTERRA will provide Client with the following Products available through the Platform: “Recover”, “MasterPlan” (the “**Products**”), and their related Service Tiers: “Detect”, “Prevent” or “Advise” (the “**Service Tiers**”).

2.1 Recover - Satellite-Based Leak Detection and Analysis

ASTERRA Recover provides customers with leak detection monitoring for drinking and wastewater systems utilizing Synthetic Aperture Radar (SAR) signals from satellites to illuminate the area of interest and collect the resulting reflected signals. These signals are analyzed with the ASTERRA patented algorithm and processed to identify specific indicators of wet soil saturated with potable or wastewater, screening out the signal noise and other interference. The result is a map showing likely leak locations, or Points of Interest (POI). These results typically encompass 5 – 10 % of the entire system length, so that the clients time and resource cost to inspect is much lower than traditional inspection methods. Recover is available as a subscription with various levels of service to match client’s needs.

2.2 MasterPlan – Pipeline Monitoring and Deficiency Assessment

Similar to Recover, ASTERRA MasterPlan utilizes Synthetic Aperture Radar (SAR) signals from satellites to illuminate the area of interest and collect the resulting reflected signals over time. These signals are analyzed with the ASTERRA patented algorithm and processed to identify the condition of underground water infrastructure, with pipes scored on a 1 – 5 scale, from a low level of deficiency observed to high levels of deficiency. The algorithm scores pipe segments exhibiting non-surfacing leaks and analyzes leak clusters over time contributing to the development of long-term maintenance and pipe replacement plans. MasterPlan is compatible with all GIS-based asset planning model tools and easily integrates with attribute



data such as pipe age, material, and work orders from surfacing leaks. MasterPlan is available in the Advise level subscription or as an additional service to Clients in the Prevent tier.

B. ROLES, RESPONSIBILITIES – CLIENT

1. GENERAL

Client is responsible for providing baseline system data, work order history and in some cases, an acoustic field verification team to inspect points of interests (POI) identified by ASTERRA. **Client** shall identify a primary contact person for technical, administrative, and field inspection coordination.

2. CLIENT RESPONSIBILITIES:

Client shall provide ASTERRA with the following materials (“**Materials**”):

- 2.1 **Area of interest (AOI):** the Client will provide ASTERRA with an area of interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using ASTERRA technology. AOI is required for all Products. AOI is attached as **Annex A** hereto and as agreed upon number of linear miles or area defined in Section E herein.
- 2.2 **Recover Product/MasterPlan Pipe System Information:** prior to image acquisition, the Client shall provide ASTERRA with a detailed and accurate GIS pipe system layer in the form of a shapefile or KML/KMZ. ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material, pipe age, pressure zone, and diameter, length of pipeline, trunk, main and service to be analyzed, and major appurtenances including hydrants, valves, and any other detailed information available.
- 2.3 **Recover/MasterPlan Leak Detection History (Work Orders):** The Client shall provide ASTERRA with a detailed and accurate history of leak findings and repairs through the “Go-Live Date”.
- 2.4 **Recover/MasterPlan Leak Detection Performance Metrics:** The Client shall provide ASTERRA with relevant and available performance metric data related to previous Client-utilized leak detection methodologies, field investigation process, timing, methods, and data delivery timing information, customer cost of water and cost of energy per CSM interview. This information will be used to calculate performance metrics of the service.

C. WORK PROCESS TIMELINE

- 1. Upon receipt of Client’s Materials, ASTERRA shall initiate the satellite imagery acquisition and analysis. Once the analysis is completed, ASTERRA will inform Client of the “Go-Live-Date” and access to Product will be granted to Client. “Go-Live-Date” notice will be furnished by ASTERRA upon 7-14 business days after the scheduled image acquisition date. Image



acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. "Go-Live-Date" may be affected due to poor image quality according to ASTERRA's quality assurance standards.

2. Unless otherwise agreed upon by both parties, ASTERRA will provide Services only in the AOI overlapping with the Client's provided GIS pipe system layer.
3. Recover leak field inspection work can begin after the leakage report has been delivered to the Client customer portal and ASTERRA has provided training, guidance, and interpretation of the leakage data.
4. Unless otherwise agreed upon by the parties, field work with an ASTERRA field engineer will be conducted only within the borders of the AOI and at sites where access is provided by the client.
5. Delays in the provision of Materials may result in delays and/or additional cost in performing the Services. Where required, Client shall furnish access to Client's premises, and appropriate worksite, as necessary for performance of those portions of the Services to be performed at Client's premises.
6. Solely to the extent that ASTERRA provides Client pursuant to the applicable SOW with field work (by its own personnel or by its subcontractors), ASTERRA agrees to defend and indemnify Client and its respective directors, officers, employees, consultants, successors and assigns (collectively "Client Indemnitee") from and against any claim by a third party brought against Client Indemnitee, relating to any negligence or willful misconduct of ASTERRA or its subcontractors in providing such field work, except if the claim results from the instructions of Client or a Client Indemnitee.

D. ACCESS TO PLATFORM AND PRODUCTS

1. Provision of the Platform: portal environment, applicable licenses, including U-Collect and U-View licenses, analytics, reports and data that can be used in Client's GIS systems.
2. Access to the Platform shall only be granted upon ASTERRA's "Go-Live" notice to the Client and shall expire on the Service termination date.
3. Upon expiration or termination of the Agreement for any reason, Client will not be able to access the Services and/or, the data stored within the Platform, the Platform, related software and mobile applications, ASTERRA's support and any other software or data related to the Service. Any and all data not exported by Client to Client's own storage, shall no longer be available to Client following Service's termination. An exception will be made for Clients who renew their subscription within 12 months of termination of their previous subscription.
4. The provision of ongoing technical and support services by ASTERRA are in accordance with the Service Level Agreement ("SLA").



E. FEES & PAYMENT TERMS

1. Annual subscription fee per Package and Service Tier requested by Client (exclusive of Taxes) ("Annual Fee") and Additional Services as required by Client ("Support Service Fee") as provided in the table below.
2. Package Name: Prevent Subscription Duration: 12 Months
3. Potable Water lines surveyed: 223 linear miles.
4. Wastewater lines surveyed: 226 linear miles.
5. Table of fees:

ASTERRA Package: Prevent	QTY	Price
Annual Subscription Package	1	\$58,000
Additional Services		
Subcontracted BOTG (5 Days minimum)	3	\$30,000
MasterPlan Pipe Deficiency Map (add on)	1	Included
Final Program Report	1	Included
DFW Area Initiative Discount w/ \$215K+ Participating	1	(\$14,500)
TOTAL		\$73,500

6. Payments by Client shall be made as follows:
 - a. Half of the Annual Subscription Fee and any additional services shall be invoiced by ASTERRA on the Go-Live-Date and the other half on the second delivery.
 - b. Subcontracted Acoustic Leak Detection (BOTG) will be invoiced after the field investigation is completed.
7. Payment is due 30 days from the invoice date.
8. Requests for analysis outside the agreed upon AOI provided by the Client in Annex A may result in additional fees.
9. CSM SERVICES LIST & Service Level Agreement (SLA) is attached hereto as Annex B



ACCEPTANCE OF TERMS

By executing this SOW, you confirm your approval of the SOW on behalf of Client listed below, to be contractually bound by:

- 1. This SOW; and
- 2. The Terms of Use and Service Level Agreement incorporated by reference into this SOW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Utilis Inc., dba., ASTERRA

City of Burleson, TX

Signed by:

Signature: 26F0F00EE8F8419...
Name: Gadi Kvarsky
Title: General Manager, Water Division
Date: 12/18/2024

Signature: _____
Name: _____
Title: _____
Date: _____



TERMS OF USE

These Terms of Use (the “**Terms**”) is made and entered into as this 7th day of November 2024 (“Effective Date”), by and between Utilis Inc., dba., ASTERRA (the “Company”, “ASTERRA”) a private company having its registered offices at 4180 La Jolla Village Dr., Suite 530, La Jolla, CA 92037, and City of Burleson (“**Client(s)**”, “**you**”) a corporation organized and existing under the laws of Texas with a principle place of business and mailing address at 141 W. Renfro Street, Burleson, TX 76028. Terms of use govern the provision of the services that provide information for leak detection analysis, pipeline monitoring and deficiency assessment, using remote sensing technology (the “**Service(s)**”) operated by **Utilis Israel Ltd., Utilis, Inc., Utilis SAR Ltd or Utilis Japan.**, all trading and doing business as ASTERRA (“ASTERRA”). Each of Client and ASTERRA will be referred to as a “party” and together the “parties”.

1. Definitions and Interpretation

1.1. Capitalized terms not defined herein have the meanings given in the Statement of Work (the “**SOW**”) or the Service Level Agreement (the “**SLA**”), which are hereby incorporated into, and form part of, these Terms (together the “**Agreement**”), unless specifically excluded.

1.2. If there is a conflict between any provision of these Terms, the SOW, the SLA or any other agreement related to the Services, these Terms and the Agreement shall prevail, unless specifically expressed otherwise.

2. License Grant

2.1 Subject to the Terms, Client requests and ASTERRA grants, a nonexclusive, non-transferable, non-sublicensable, limited access license, to use the portal environment, applicable licenses, analytics, reports and data that can be used in client’s GIS systems (the “**Platform**”) during the Term, solely in accordance with the Terms herein, for Client’s internal business purposes only.

2.2 Services, additional services, and/or licenses shall be issued in separate SOWs, in the form attached hereto as Statement of Work, signed by both parties, numbered sequentially (SOW1, SOW2, etc.), all attached to and governed by these Terms.

3. ASTERRA Limited Warranties

ASTERRA warrants and undertakes that:

3.1. it will provide the Services using the degree of skill, care, and diligence which would reasonably and ordinarily be expected from a skilled and experienced provider of the Services (or of services materially similar to the Services);

3.2. each member or individual involved in the provision of the Services shall be suitably qualified, adequately trained and competent to provide the relevant part of the Services in respect of which they are engaged.

3.3. the Services, when used in the manner envisaged by this Agreement, do not, to the best of ASTERRA’s knowledge, infringe the intellectual property rights of any third party.



3.5. ASTERRA shall not be liable for any material delay or failure to provide the Services to the extent that such material delay or failure is caused by Client's failure to comply with the Agreement, including but not limited to, the following obligations:

- a. provision of data as agreed between the Parties and set out in the SOW – to be made ready on or before any agreed date of provision.
- b. failure by Client to make available personnel, Information, or to provide site physical access, as reasonably required for the performance of the Services.
- c. a failure by Client to make available adequate infrastructure to install, activate and use of the Service (such as: Client's systems and devices) to support the provision of the Services.

3.6 The Services hereunder are provided on an "AS IS" basis. Except for the above express warranty, ASTERRA makes no other warranties, express or implied, relating to the Services. ASTERRA does not represent or warrant that the Services shall be uninterrupted or error-free. ASTERRA disclaims and excludes any implied warranties of non-infringement, merchantability and/or fitness for a particular purpose.

4. Payment Terms

4.1 In consideration of the Service, Client will pay all invoices issued under this Agreement in accordance with stated payment terms on the relevant SOW. Any invoice that has not been paid within such period of time shall bear interest at the rate of 1% per month or any part of a month. Client is responsible for any applicable tax, duty,

or tariff (except with respect to ASTERRA's income), and all reasonable costs of shipment.

4.2 All Customer's payment obligations to ASTERRA are non-cancelable and paid fees are non-refundable. Client is responsible for paying all fees applicable to its subscription to the Service, whether or not it actively used, accessed or otherwise benefited from the Service. Unless stated differently in the SOW, fees are exclusive of any sales tax, VAT, withholding tax or other governmental charges or transaction charges. Where applicable, ASTERRA will provide the Client its tax certificates and Client shall withhold taxes from payments due as per such certificates.

5. Technical Support

5.1. During the Term, ASTERRA, either directly or with the assistance of third parties, will provide Client technical support for technical issues regarding the Services, in accordance with the SLA terms. For the purpose of the provision of technical support for the Client's technical questions, problems and inquiries, Client will cooperate, and work closely with ASTERRA, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as ASTERRA reasonably requests.

ASTERRA may suspend the Services for planned maintenance work ("**Planned Maintenance**") or for rectifying critical outages ("**Unplanned Maintenance**"). In relation to Planned Maintenance, ASTERRA shall provide Client at least 14 calendar days' prior notice stating the scope, time, and duration of the Planned Maintenance. In relation to Unplanned Maintenance, ASTERRA shall endeavor to



provide Client with such advance notice as is reasonably practicable in the circumstances.

6. Privacy

As part of the Services, you may be granted a certain number of U-Collect, U-View and ASTERRA's Dashboard Licenses. The applicable terms of use and privacy policy are detailed in <https://ASTERRA.io/privacy-policy-portal-application/>

7. Confidentiality

Each party ("**Recipient**") agrees to: (a) keep all Confidential Information (as defined below) confidential; (b) not without the other party's ("**Discloser**") prior written consent to disclose any Confidential Information to any other person save those of its personnel who have a need to know the same in connection with this Agreement and its performance of this Agreement; (c) to use the Confidential Information solely in connection with this Agreement and the performance of its obligations hereunder and not otherwise for its own benefit or for the benefit of any third party. "Confidential Information" means all data, material, and information of a confidential nature in any form whatsoever disclosed (whether directly or indirectly) by or on behalf of the Discloser to Recipient, including: (a) the contents of and negotiations in relation to this Agreement; (b) the identity and business, financial and/or technical affairs of that party's business contacts, including Clients, agents, distributors and licensees; (c) any information that Recipient obtains or receives as a result of

discussions leading up to the signature of this Agreement or subsequent performance of this Agreement; (d) any information obtained or observed as a result of any site visit; (e) all financial information of Discloser; (f) all data provided to Recipient by or on behalf of the Discloser in connection with the Services. Confidential Information does not include information: (a) disclosed as a requirement of law or any regulatory body to whose rule Recipient is subject provided that Recipient, if legally permissible, gives Discloser prompt written notice of such requirement prior to such disclosure and only discloses that portion of the Confidential Information that is legally required; (b) known to Recipient prior to the commencement of this Agreement otherwise than as a result of being obtained directly or indirectly from the Discloser; (c) obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the Discloser; (d) developed independently by Recipient without the use of Discloser's Confidential Information or (e) in the public domain other than as a result of a breach of a duty of confidence owed to the Discloser. Upon request of Discloser or upon the expiry or termination of this Agreement, Recipient shall delete and destroy any Discloser's Confidential Information then in its possession or control. Recipient acknowledges that remedies at law may be inadequate to provide Discloser with full compensation in the event of a material breach of any confidentiality and nondisclosure obligations herein without bond or other security obligation, to seek injunctive relief in the event of any such breach.



8. Client Data; Client Feedback

8.1 Client acknowledges and agrees that ASTERRA will handle and use (by itself or by using trusted third-party service providers) the data that the Client feeds to the Platform (or that ASTERRA feeds to the Platform on Client's behalf) ("**Client Data**") and the data and output generated by the Platform when used by the Client, as follows:

- (a) To provide the Services to the Client, conduct administrative and technical activities necessary to maintain and provide the Services and to improve and customize the Services;
- (b) To conduct analysis or generate metrics related to the Services;
- (c) For commercial and marketing purposes, publication of case studies and white papers regarding the Services itself (only in a form not identifying the Client and not disclosing any Client-specific output generate by the Platform unless specifically approved by the client);
- (d) To bill and collect fees (if applicable), to enforce this Agreement, and to take any action in any case of dispute or legal proceeding of any kind involving the Client with respect to this Agreement;
- (e) To prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Services;
- (f) To develop new products, features, and services, and for research and testing, provided that no information identifying the Client is publicly shared without prior authorization from the Client.

The Client will not be entitled to any remuneration from ASTERRA for the foregoing uses.

8.2 ASTERRA may, but are under no duty to, review Client Data made available through the Service. We may, in our sole discretion, temporarily or permanently delete or block access Service, if we find that it violates these Terms or for any other reason

8.3 Client may provide ASTERRA with information or content concerning enhancements, changes, or additions to the Service or other Company offerings, that are requested, desired or suggested by the Client or users on its behalf, including information pertaining to bugs, errors and malfunctions of the Service, performance of the Service, content and accuracy of the Service, the Service's compatibility and interoperability, and information or content concerning enhancements, changes or additions to the Service that Client requests, desires or suggests ("**Feedback**"). Client hereby assigns, without charge, all right, title and interest in and to the Feedback to ASTERRA, including the right to make commercial use thereof, for any purpose ASTERRA deems appropriate.

9. Intellectual Property

9.1 All rights, title and interest in and to the Service, Platform and the Service's software, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, including computer code, graphic design, layout and the



user interfaces of the Service, whether or not based on or resulting from Feedback, are and will remain at all times owned by ASTERRA, or licensed to ASTERRA.

All rights in and to the Service or Platform that are not expressly granted to Client in this Agreement are hereby reserved by ASTERRA.

9.2 Except for Client's limited access to use the Service during the Term, this Agreement does not grant or assigns to Client, any other license, right, title, or interest in or to the Service or Platform, or the intellectual property rights associated with them.

9.3 Client acknowledges and agrees solely in connection with Client's provision of the Service, ASTERRA is hereby granted a limited, revocable, nonexclusive, internal, and royalty-free license, solely during the Term to access, host and maintain Client Data for the strict limited purposes of delivering the Service to Client and supporting Client's use of the Service as described herein.

10. Disclaimer; Limitation of Liability; Indemnification

10.1 The Services, as set forth in this Agreement, include the provision of information and investigative output based on the technology developed by ASTERRA, and subsequent analyses, recommendations, evaluations, ranking reports, and guidance on best practices based on the foregoing. By their nature, the Services provided are solely decision making and support tools acquired by Client. Any and all acts, omissions decisions and performance by Client based on the Services provided to Client under

this Agreement, are the sole responsibility of Client and such activity does not form any part of the Services. By signing the Agreement Client signals its understanding of the scope of the Services. The contract is with Utilis Israel Ltd., Utilis, Inc., Utilis SAR Ltd and Utilis Japan, as applicable, also doing business as ASTERRA.

10.2 LIMITATION OF LIABILITY. IN THE EVENT THAT, NOTWITHSTANDING THE TERMS ABOVE, ASTERRA IS FOUND LIABLE FOR DAMAGES OF ANY KIND BASED ON ANY THEORY OF LIABILITY (INCLUDING LIABILITY FOR NEGLIGENCE) CONNECTED AND/OR RELATED TO THE SERVICES COVERED BY THIS AGREEMENT, ASTERRA'S TOTAL AND AGGREGATE LIABILITY FOR SUCH DAMAGES SHALL NOT EXCEED THE PAYMENTS MADE BY CLIENT TO ASTERRA IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE CLAIM.

10.3 EXCLUSION OF CONSEQUENTIAL DAMAGES. ASTERRA SHALL NOT BE LIABLE TOWARD CLIENT, OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL AND/OR PERSONAL INJURY, SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES COVERED BY THIS AGREEMENT, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, TORT, OR OTHERWISE, (INCLUDING NEGLIGENCE) EVEN IF ASTERRA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 INDEMNIFICATION



10.4.1 Indemnification by ASTERRA.

Subject to this Agreement and without derogating from the foregoing, ASTERRA shall defend and indemnify Client and its respective directors, officers, employees, consultants, successors and assigns (collectively “**Client Indemnitee**”) from and against any claim by a third party alleging that the use of the Service as contemplated under this Agreement, infringes a third party’s patent, copyright, trade secret or other intellectual property rights which are enforceable in the jurisdictions in which the Client’s support teams operate. Notwithstanding the foregoing, ASTERRA shall have no liability or obligation to Client Indemnitees with respect to any claim for infringement relating to: (1) Client’s use of the Service in combination with other products not provided or endorsed by ASTERRA; (2) modifications or alterations of the Service which are not performed by ASTERRA or with its permission; (3) a breach or alleged breach by Client of its representations, under the Agreement; in any case of (1) – (3) above, only to the extent that the Service would not be infringing in the absence of such circumstances.

10.4.2 Indemnification by Client.

Client shall defend, indemnify and hold harmless ASTERRA and its directors, officers, employees, and subcontractors (collectively “**ASTERRA Indemnitee**”), upon ASTERRA’s request and at Client’s expense, from, and against, any damages, liabilities, loss, costs, expenses and payments, including, but not limited to, reasonable attorney’s fees and legal expenses, arising out of any claim, suit, action, arbitration or proceeding brought against ASTERRA Indemnitee, relating to: (a) a breach or alleged breach by Client of any of its representations, warranties, covenants or obligations hereunder; (b) infringement or misappropriation of any

intellectual property rights by Client; (c) any negligence or willful misconduct of Client or its users or other representatives; or (d) any claims in connection with the Client Data. To the extent that the Client is a governmental body, and not withstanding Section 10.4.3 below, the above Indemnity obligation will be subject to such additional conditions that apply to Client under the applicable law.

10.4.3 The indemnified party shall promptly notify the indemnifying party in writing of any claim for which it seeks indemnification hereunder; provided that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The indemnifying party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any such claim; provided, however, that (a) the indemnifying party shall keep the indemnified party informed of, and consult with the indemnified party in connection with the progress of such litigation or settlement and (b) the indemnifying party shall not have any right, without the indemnified party’s written consent (which consent shall not be unreasonably withheld), to settle any such claim in a manner that does not unconditionally release the indemnified party. At the indemnifying party’s request, the indemnified party will provide reasonable cooperation with respect to any defense or settlement.

11. Term and Termination

11.1 Unless otherwise specified in the applicable SOW, this Agreement commences upon the



Client's date of signature herein or acceptance date by Client, as applicable. The Service shall commence on the date on which the relevant Service is 'live', being the first date on which the Client or the first of the Client's users is granted access to the Platform's data, upon a notice by ASTERRA to Client ("**Go – Live- Date**") and will continue for a period of twelve (12) months thereafter ("**Initial Term**"), at which point the subscription will automatically renew for an additional twelve (12) months period ("**Renewal Term**") (Initial Term and Renewal Term, collectively, the "**Term**"), if not otherwise terminated earlier pursuant to this section 11 or if a Party has given a notice of non-renewal at least sixty (60) days prior to the end of the initial Term or Renewal Term.

11.2 Notwithstanding the foregoing, either party may terminate for a material breach by the other party unremedied for thirty (30) consecutive days after written notice thereof, at any time.

11.3 Either party may immediately terminate this Agreement if (A) any proceeding is commenced in good faith against the other party for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension of debts; (B) the other party commences proceedings for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension of debts; (C) there is issued a decree or order of a court having jurisdiction for the appointment of a receiver, liquidator, or trustee or assignee in bankruptcy or insolvency of the other party or of a substantial part of the other party's property, or for the

winding up or liquidation of the other party's affairs; or (D) there is a general assignment by the other party for the benefit of creditors or the admission by the other party in writing of its inability to pay its debts generally as they become due.

11.4 Upon expiration or termination of this Agreement for any reason: (i) Client will not be able to access the Services and/or the data stored within the Platform, the Platform, ASTERRA's support and any other software or data related to the Service. Any and all data not exported by Client to Client's own storage, shall no longer be available to Client afterward; and payment obligations of Client for Services provided through the date of termination will immediately become due. Client data will be accessible to a returning Client if they renew their subscription within 12 months of termination of their previous subscription

11.5 Upon expiration or termination of this Agreement and in any event, upon ASTERRA's written request, Client shall return any and all Confidential Information including, but not limited to ASTERRA training materials, and any and all materials incorporating ASTERRA's Confidential Information and all copies and derivatives thereof.

11.6 Sections 3-10, 11.4-11.6, 12 and 13 shall survive any termination of expiration of the Agreement for any reason.

12. Governing Law

The parties exclusively submit to the (i) governing law of Delaware or, (ii) solely if the laws that apply to the client prohibit the application of the



law of Delaware – the law of Client’s principal place of business, and the exclusive jurisdiction and venue of the courts of (i) the City of Wilmington, Delaware, or (ii) if the laws apply to Client prohibit the jurisdiction of the Delaware Courts – the competent courts of the Client’s principal place of business. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. Client shall comply with all applicable (including, all U.S. and applicable foreign) laws and administrative regulations relating to the control of exports of commodities and technical and/or personal data, and all laws directly or indirectly applicable to its activities hereunder or otherwise pursuant to or in connection with this Agreement, the Licenses or use of any software, and the provision of any Services and/or support.

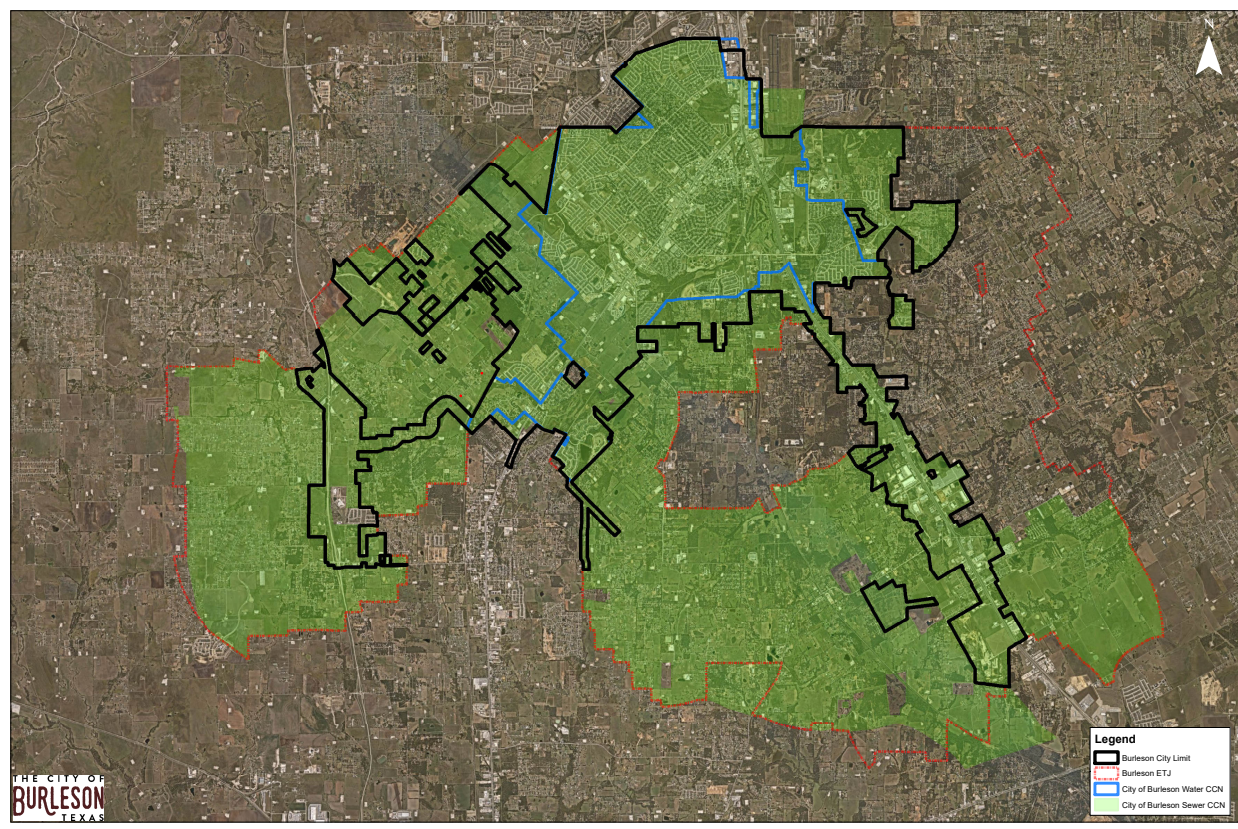
13. **Miscellaneous**

This Agreement may be amended by an authorized representative of each party in a duly executed written document referencing this Agreement and expressing the intent of each party to amend this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and this Agreement shall be deemed amended to replace, to the extent legally permitted, the rights and obligations contained in such invalid or unenforceable provision. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either party hereto shall not be deemed a waiver of any further, prior, or future right or remedy

hereunder, including the right of such party at any time to seek such remedies as may be available for any breach or breaches of such term or condition. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. Except to the extent such rights cannot be restricted by applicable law, neither party may assign, sublicense, or transfer this Agreement without the prior written consent of the other party, and any such attempt by a party to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void and subject to the other party’s right to immediately terminate this Agreement. Notwithstanding the above, ASTERRA may assign, sublicense, or transfer this Agreement to an affiliate of ASTERRA or in connection with the merger, acquisition, or sale of all or substantially all of the assets of ASTERRA relating to this Agreement. This Agreement entered into between the parties on or around the date of this Agreement, together with the signed SOW constitute the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises, and understandings, whether written, electronic, oral or otherwise and any additional or conflicting terms contained in any other document (including, without limitation, any pre-printed, additional or conflicting terms on any Client purchase order, or acknowledgment from either party) shall be null, void and of no effect on either party.



ANNEX A – AREA OF INTEREST





ANNEX B - CSM SERVICES DESCRIPTION LIST AND SLA

Tier: Prevent

Standard Features:

- **System-Wide Advanced Temporal and Spatial Leak Analysis** - ASTERRA will provide the customer with a system-wide analysis of those locations identified as having a high probability of subsurface leakage using advanced temporal (data collected across time) and spatial (data collected across space) analysis.
- **Leak Location List with Prioritization** - Each customer will receive a list of potential leaks (Points of Interest, POI's) for leak detection investigation based on SAR algorithm results and machine learning.
- **Customer Portal and Performance Dashboard (4 Licenses)** - Licenses for access to EO Discover, ASTERRA's Customer Portal and Performance Dashboard for tracking leak investigation results over the course of the subscription period.
- **U-Collect Software & U-View Software (4 Licenses)** - Access to field investigation input and viewing software.
- **On-Line Customer Support**
- **Customer Success Plan** - ASTERRA will provide each customer with a customized execution and success plan that will be reviewed and updated over the course of the subscription period.
- **Best Practice Tutorials (On-Line)** - ASTERRA will provide on-line tutorials which cover training and troubleshooting for the customer portal, U-Collect and U-View applications.

Additional Services available to the customer include:

Pipe Deficiency Map (MasterPlan) – ASTERRA's MasterPlan analysis uses a proprietary algorithm to score utility pipe segments exhibiting non-surfacing leaks and analyzes leak clusters over time. The pipes are scored on a 1 – 5 scale, from a low level of deficiency observed to high levels of deficiency. Planning priorities and response can be established accordingly. MasterPlan pipe deficiency available for Detect and Prevent subscription levels only.

Final Program Report – ASTERRA will provide a cost benefit report summarizing program progress, estimated water saved and impact of project on utility non-revenue water savings. Report is provided in PDF format.

Subcontracted Leak Detection Services - ASTERRA will provide the services of a preferred leak detection vendor subcontracted for 5-days/40-hour leak detection period. Following ASTERRA's best practices, identified leak locations will be investigated to pinpoint water loss. The schedule will be coordinated with the vendor and utility by ASTERRA Customer Success Manager.



Service Level Agreement (SLA)

This Service Level Agreement (“**SLA**”) is provided in connection with the Terms of Use governing the use of the ASTERRA’s Services and proprietary Platform (the “**Software**”). ASTERRA will endeavor to quickly respond to Software support requests and reported Software errors, bugs, or malfunctions (each, an “**Inquiry**”), and provide a solution to your Inquiry, as set forth in this SLA. Capitalized terms not defined herein shall have the respective meanings as set forth in the Terms of Use.

ASTERRA’s handling and resolution of Inquiries is subject to the following procedure and processes:

1. Inquiries shall be submitted to ASTERRA’s helpdesk by e-mail (csm@ASTERRA.io), or via the Client’s portal help feature, during ASTERRA’s standard business hours (9:00am to 5PM).
2. When ASTERRA receives notice of an Inquiry from you, along with all pertinent information at your disposal, regarding the Inquiry, ASTERRA will record the time in which the notification was received, during ASTERRA’s business hours indicated above (if the Inquiry is received by ASTERRA outside of its business hours, the Inquiry receipt time will be recorded as 9:00 am on ASTERRA’s next business day - the “**Opening Time**”).
3. Upon receiving an Inquiry, ASTERRA, using its reasonable judgment, will classify the Inquiry’s severity level as Critical, High, Medium, or Low, in accordance with the following guidelines:
 - a. Critical – Complete failure of the Software.
 - b. High – Significant fault in one or more of the primary functionalities of the Software.
 - c. Medium – Features of the Software are partially malfunctioning.
 - d. Low – Minor error or malfunction in the Software.
4. “Response” is ASTERRA’s provision of a preliminary, interim resolution or workaround for the Inquiry, partially alleviating the symptoms reported in the Inquiry. ASTERRA’s response will be in writing via email or via phone contact from the Client’s assigned Customer Success Manager.
5. “Final Resolution” is ASTERRA’s provision of a permanent and full resolution to the Inquiry.

ASTERRA will endeavor, using commercial efforts, to respond to Inquiries as set forth below and to provide a Final Resolution. Response Times are specified in relation to the Opening Time, as recorded in ASTERRA’s logs, as follows:

Priority	ASTERRA’s availability to commence handling the Inquiry	Response Time after Opening Time
Critical	ASTERRA’s business hours	8 hours
High	ASTERRA’s business hours	32 hours
Medium	ASTERRA’s business hours	3 business days
Low	ASTERRA’s business hours	2 business weeks

**City of Burleson
Addendum to Vendor's Contract
Additional Provisions**

UTILIS INC., DBA., ASTERRA

4180 LA JOLLA VILLAGE DRIVE, SUITE 530, LA JOLLA, CA 92037

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:	Utilis Inc. DBA., ASTEERA
By:_____	Signed by: By: <u>Gadi Kvarsky</u> 26F0F00EE8F8419...
Name:_____	Gadi Kvarsky Name:_____
Title:_____	General Manager, Water Division Title:_____
Date:_____	12/18/2024 Date:_____



ASTERRA

4180 La Jolla Village Drive – Suite 530 | La Jolla, CA 92037

November 15th, 2024

Attn: Errick Thompson

City of Burleson

141 W. Renfro Street

Burleson, TX 76028

To Whom It May Concern:

This letter is regarding ASTERRA and the **sole source provider status** for City of Burleson sensing water leak survey project. This letter is to confirm that the ASTERRA data analysis for identifying possible potable water leaks in water distribution systems is a sole source product, manufactured and sold by ASTERRA. No division of ASTERRA, nor any other company, makes a similar or competing product.

ASTERRA developed a unique and patented algorithm for leaks detection in urban freshwater distribution networks. ASTERRA uses spectral aerial imaging, taken from a satellite mounted sensor, using the L band microwave wavelength, to spot leakage in subterranean drinking water networks. Drinking water is detected, by looking for the particular spectral signature typical to drinking water.

ASTERRA analysis identifies the leaks within a search distance from the actual leak. The search distance is defined by a "Dynamic buffer", which is calculated specifically according to physical properties of the analyzed area and technical components of the satellite. For every new analysis, the size of the dynamic buffer is specifically calculated. The polygon area size varies for each analysis.

Additionally, **competition is precluded by the existence of patent:** Utilis' algorithm and process are patented US 9285475 Mar, 15 2016 SYSTEM AND METHOD OF UNDERGROUND WATER DETECTION assigned to Utilis (DBA ASTERRA).

If you desire additional information, don't hesitate to contact us at 1-858-382-7066 at any time or visit our website at www.asterra.io

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

Sincerely,
James D. Perry
Executive Vice President

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.

Utilis, Inc. dba ASTERRA
La Jolla, CA United States

Certificate Number:
2024-1251197

Date Filed:
12/19/2024

Date Acknowledged:

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

City of Burleson

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

TBD

Satellite scan and analysis of Burleson's potable and wastewater pipe system plus acoustic field investigation to provide list of verified leaks.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kovarsky, Gadi	La Jolla, CA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Gadi Kovarsky, and my date of birth is [REDACTED].

My address is 4180 La Jolla Village Drive, Suite 530, La Jolla, CA, 92131, San Diego
(street) (city) (state) (zip code) (country)

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

Executed in San Diego County, State of California, on the 19 day of December, 2024.
(month) (year)

Gadi Kovarsky
Signature of authorized agent of contracting business entity
(Declarant)