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

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

1. CALL TO ORDER

Invocation - Gloria Gillaspie, Pastor Emeritus, Open Door Church.

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and give staff direction on the preliminary financial overview of the general fund, the upcoming budget process and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. (Staff Presenter: John Butkus, Assistant Finance Director)

B. Receive a report, hold a discussion and provide staff direction regarding the design of gateway signage. (Staff Presenter: Jen Basham, Director of Parks and Recreation)

3. PUBLIC PRESENTATIONS

A. Proclamations

B. Presentations

C. Community Interest Items

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

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

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

5. **CITIZENS APPEARANCES**

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

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

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

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

6. **CONSENT AGENDA**

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

- A. Consider approval of the minutes from the March 20, 2023 regular council meeting. (*Staff Contact: Amanda Campos, City Secretary*).
- B. Consider approval of a resolution approving and accepting a bid submission from Ambassador Services, LLC in response to ITB 2023-009 for janitorial services in the amount of \$284,342. (*Staff Contact: Eric Oscarson, Director of Public Works*)
- C. Consider approval of a resolution to enter into a multiple use agreement with the Texas Department of Transportation (TXDOT) for the installation of four Flock Automatic License Plater Readers within TXDOT right-of-way. (*Staff Contact: Billy J. Cordell, Chief of Police*)
- D. Consider approval of a Longitudinal Pipeline Agreement between Union Pacific Railroad Company and the City of Burleson for the use of railroad right-of-way to accommodate public drainage at mile post 236.9 on the Ft. Worth Subdivision at or near Burleson, Johnson County, Texas (*Staff Contact: Alex Philips, Economic Development Director*)
- E. Consider approval of settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan, CVS, Walgreens, and Walmart and authorizing the City Manager to execute all necessary documents in connection with the same. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)
- F. Consider approval of a minute order excusing council member Place 3 Jimmy Stanford's absence from the April 3, 2023 and April 17, 2023 council meetings. (*Staff Contact: Amanda Campos, City Secretary*)

7. **GENERAL**

- A. Consider approval of a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Town Creek Parallel Interceptor project in the amount of \$2,318,936.31 (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)

8. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

9. RECESS INTO EXECUTIVE SESSION

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

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

-Real estate contract dated April 18, 2022 with Paul and Darlene Karmy to sell fee simple title to a tract of land in Johnson County, Texas, commonly known as 430 N Burleson Blvd for a sales price of \$900,000 and other good and valuable consideration

-Laws, rules, and requirements regarding operating and maintaining a cemetery

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

-6700 FM 1902 in Burleson, Johnson County, Texas

CERTIFICATE

I hereby certify that the above agenda was posted on the 29th of March 2023, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary



ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: Finance

FROM: John Butkus, Assistant Director of Finance

MEETING: April 3, 2023

SUBJECT:

Receive a report, hold a discussion, and give staff direction on the preliminary financial overview of the general fund, the upcoming budget process and receive any additional direction from City Council regarding the annual budget for fiscal year 2023-2024. (*Staff Presenter: John Butkus, Assistant Finance Director*)

Staff is seeking guidance/feedback from the Council on the following topics related to the budget:

1. Assumptions and Priorities:
 - Are current assumptions and priorities appropriate?
 - Does Council have any other areas that need to be considered in the upcoming process?
2. Meeting Content:
 - Over the past year, staff presented the detailed budgets for every department. Does Council wish to do this again over the coming year, or is it preferred to focus only on key areas and supplemental packages requested from all departments?
 - Staff recommends focusing on the key areas shown on the attached presentation.
3. Meeting Frequency:
 - Does Council wish to hold individual discussions on all of the aforementioned issues during the regularly scheduled meeting in June and July? Or, would a special work session be preferred?
 - Staff recommends holding at least one special meeting to discuss some of the key focus areas (e.g. Police, Fire, Public Works, Strategic Plan, etc.) due to time limitations over the next few months.

The attached presentation will be used to facilitate a discussion on these issues.

OPTIONS:

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

RECOMMENDATION:

Receive feedback from Council

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: John Butkus
Title: Assistant Finance Director
jbutkus@burlesontx.com
817-426-9627

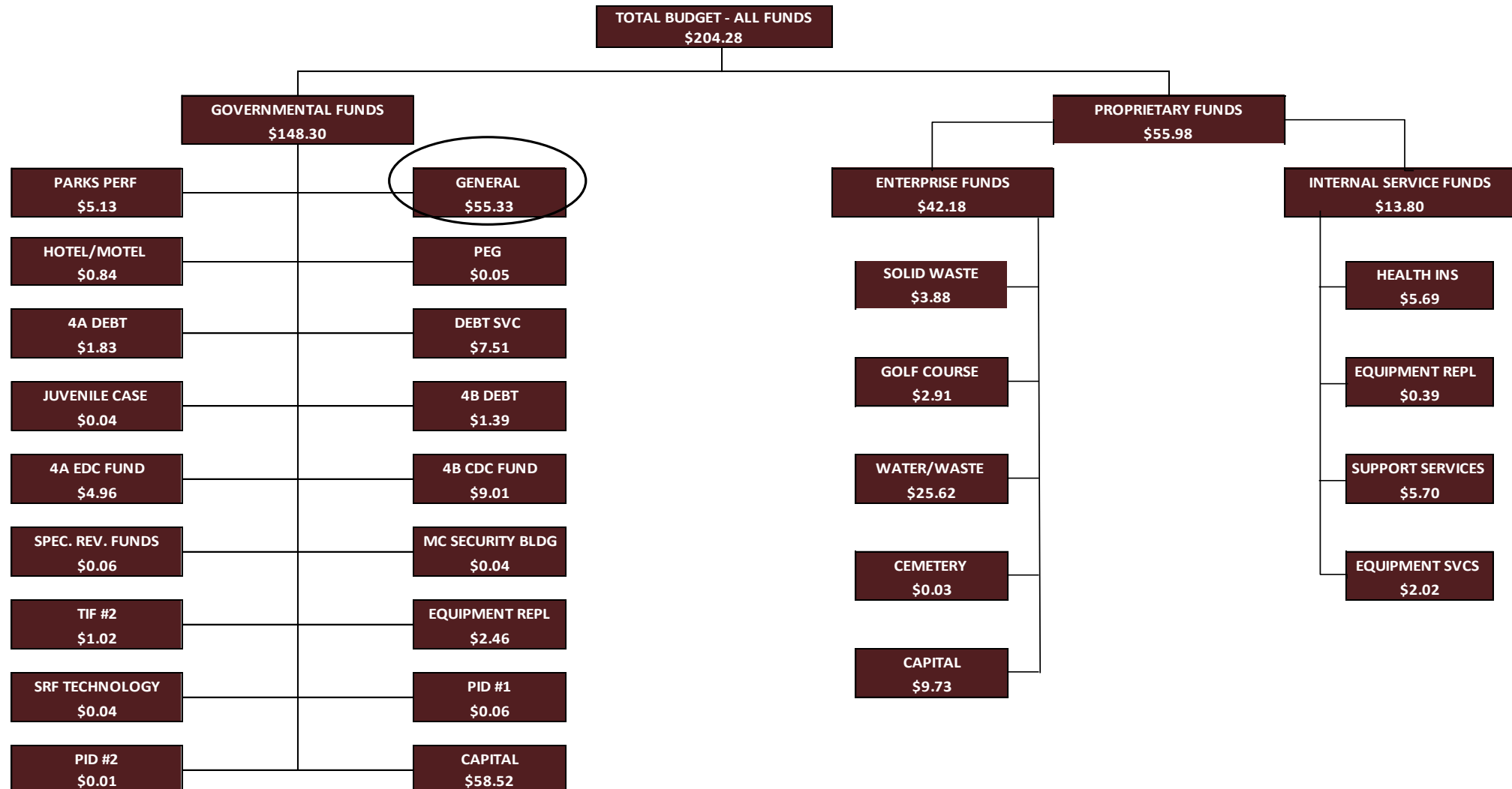


General Fund Financials and Budget Overview

Presentation Overview

- Budget Overview
- General Fund Overview
- Strategic Plan Focus
- Key Budget Focus Areas
- Budget Process Overview

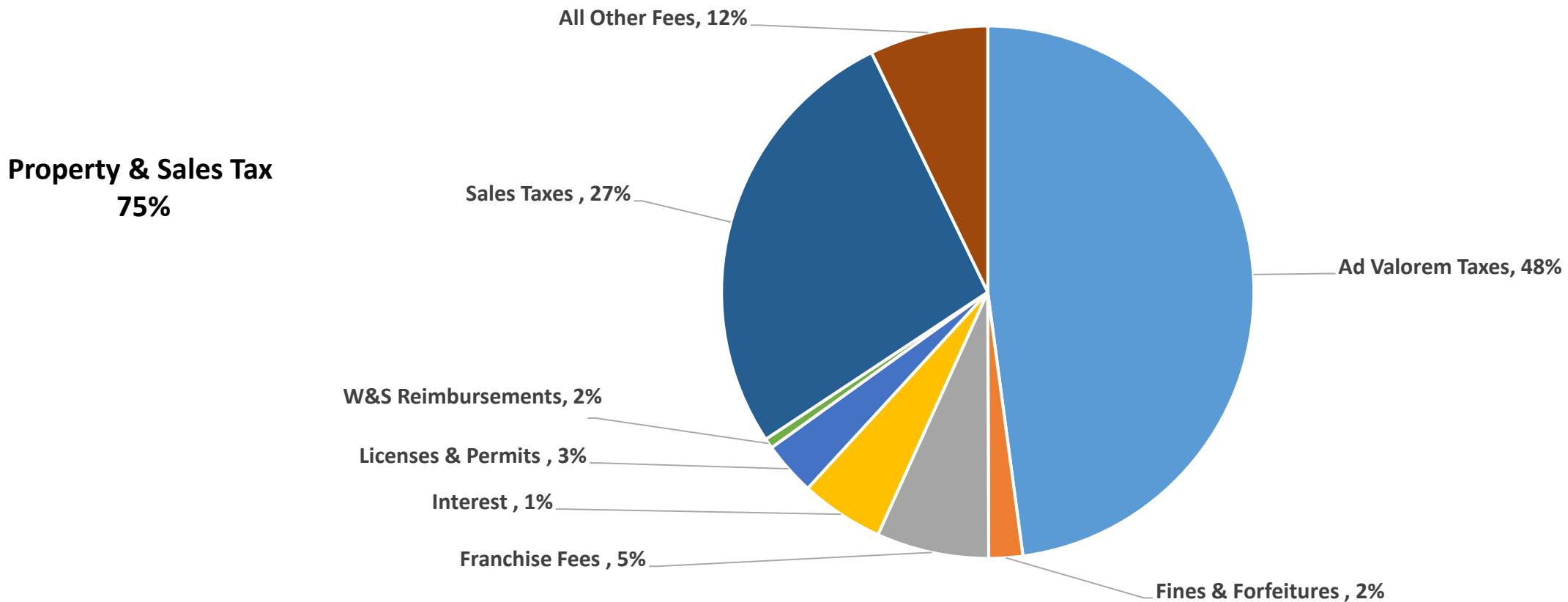
Overall Budget (in Millions)



General Fund Overview

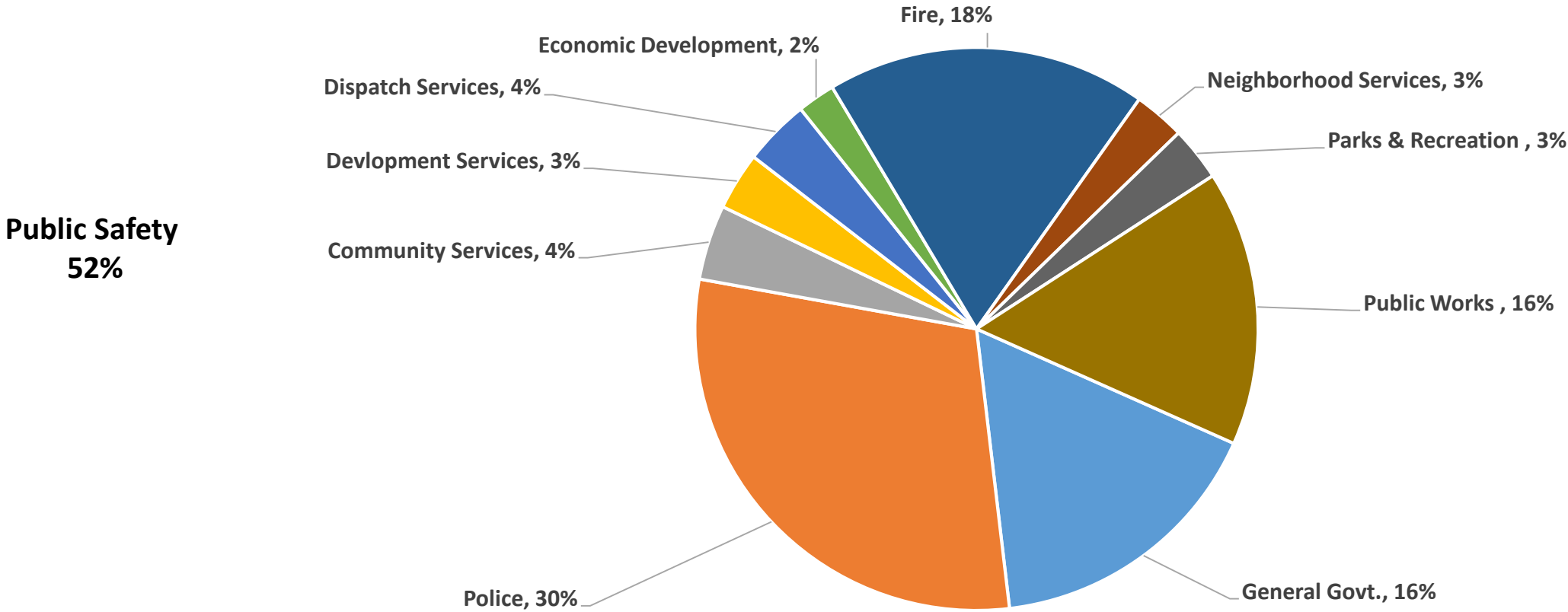
General Fund Revenue

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



General Fund Expenditures by Function

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



Tax Rate History

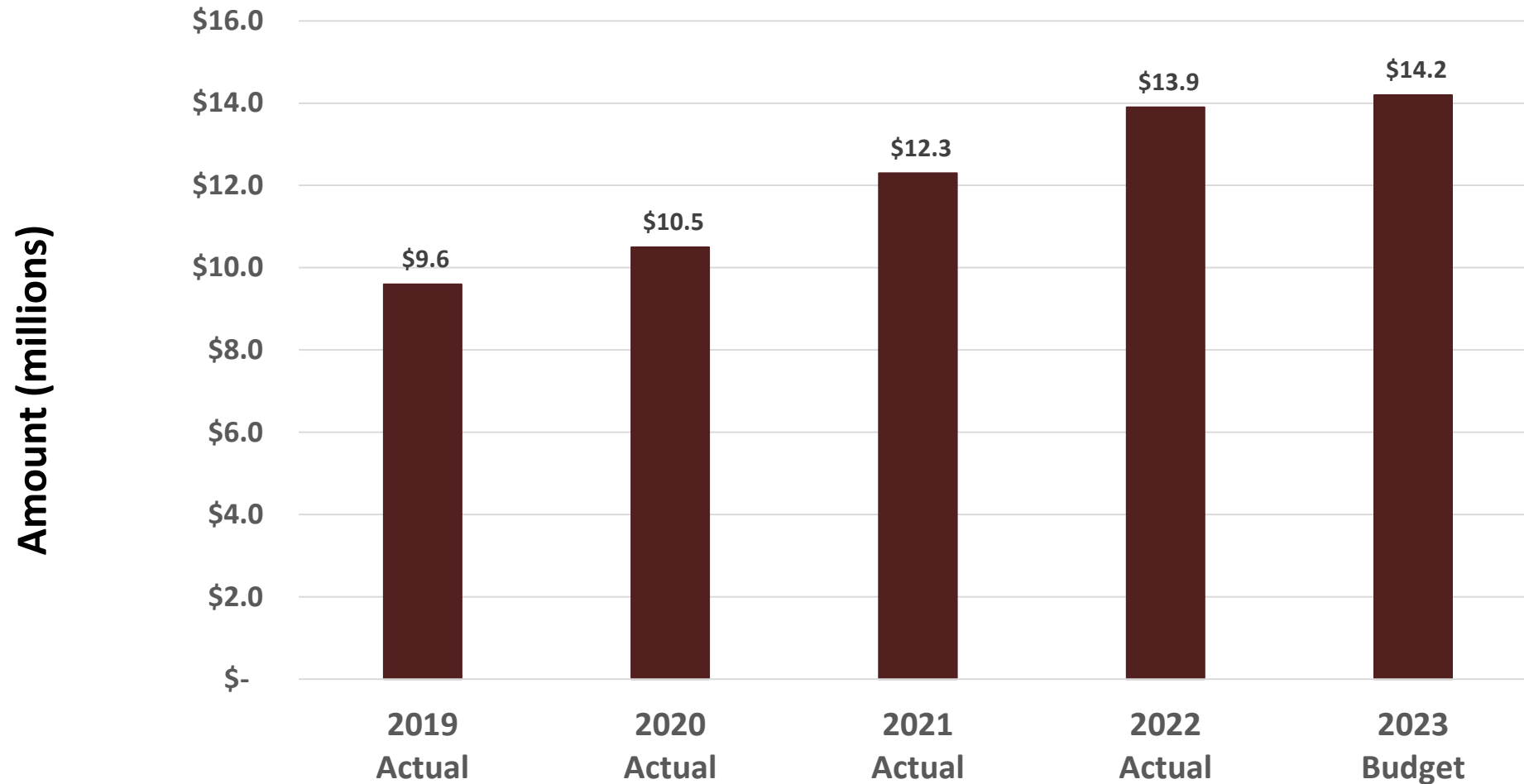
Tax Year	GF Rate	Debt Rate	Total Rate
FY 2022-23	\$0.4649	\$0.1923	\$0.6572
FY 2021-22	\$0.4974	\$0.1885	\$0.6859
FY 2020-21	\$0.5187	\$0.1924	\$0.7111
FY 2019-20	\$0.5106	\$0.2094	\$0.7200
FY 2018-19	\$0.5228	\$0.2122	\$0.7350
FY 2017-18	\$0.5228	\$0.2122	\$0.7350
FY 2016-17	\$0.5228	\$0.2122	\$0.7350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

Current Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28
Existing Appraised Value Growth	3%	3%	3%	3%	3%	3%
New Construction- Tax Value	\$125M	\$127M	\$130M	\$133M	\$135M	\$137
Sales Tax Growth	4.8%	3%	3%	3%	3%	3%
Compensation*	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%

- Plus eligible step increase for Police/Fire
- Increased appraisal values of 3% will increase tax revenue

General Fund Sales Tax 5 Year History



- Year-to-date sales tax collections are **up** 4.6% compared to last year.
- However, March collections were 9.34% **lower** than last year.

General Fund Preliminary Financial Forecast

	FY 22-23 Estimate	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
Beginning Fund Balance	\$ 21,924,165	\$ 19,747,252	\$ 18,879,277	\$ 17,818,572	\$ 16,499,492
Property Tax	\$ 24,609,241	\$ 25,832,513	\$ 27,116,733	\$ 28,464,942	\$ 29,880,332
Property Tax- Chisholm Summit			\$ 500,000	\$ 1,030,000	\$ 1,575,900
Homestead exemption		\$ (175,000)	\$ (350,000)	\$ (525,000)	\$ (700,000)
Sales Tax	\$ 14,415,784	\$ 14,848,257	\$ 15,293,705	\$ 15,752,516	\$ 16,225,092
Other Revenue	\$ 14,126,072	\$ 15,863,614	\$ 16,568,374	\$ 17,289,438	\$ 18,046,513
Total Revenue	\$ 53,151,097	\$ 56,369,384	\$ 59,128,812	\$ 62,011,896	\$ 65,027,837
Base Expenses	\$ 52,177,833	\$ 52,342,967	\$ 55,428,279	\$ 57,683,195	\$ 59,612,457
ARPA funds	\$ (2,000,000)				
Future Supplemental		\$ 500,000	\$ 1,000,000	\$ 1,500,000	\$ 2,000,000
Cash Funding Projects	\$ 2,500,000	\$ 2,500,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Supplementals	\$ 2,650,177	\$ 1,894,392	\$ 2,761,238	\$ 3,147,781	\$ 3,270,012
Total Expenditures	\$ 55,328,010	\$ 57,237,359	\$ 60,189,517	\$ 63,330,976	\$ 65,882,469
Change in Fund Balance	\$ (2,176,913)	\$ (867,975)	\$ (1,060,705)	\$ (1,319,080)	\$ (854,632)
Ending Fund Balance	\$ 19,747,252	\$ 18,879,277	\$ 17,818,572	\$ 16,499,492	\$ 15,644,860
FB % of Expenditure	35.69%	32.98%	29.60%	26.05%	23.75%

Strategic Focus Areas

- Proposed Budget will be designed to accomplish the goals outlined in the City's Strategic Plan. The Plan is organized in four Strategic Focus Areas:
 - High Performing City Organization
 - Dynamic & Preferred City
 - Beautiful, Safe & Vibrant Community
 - Great Place to Live
- Serves as a roadmap for achieving our long-term goals and objectives
 - Includes specific work plan items that are tied to the budget itself
- Strategic plan updates
 - Council approved FY2022/23 Strategic Plan September 2022
 - Staff will bring FY2023/24 Strategic Plan in June 2023

Key Focus Areas for Upcoming Budget

- Ensure financial sustainability over the planning horizon
 - Monitor key revenues
 - Update 5 year financial projections for all operating funds
 - Projections and associated action plans will be updated accordingly
 - Cost containment and efficiencies
- Enhance Public Safety services
 - Implement recommendations from police/fire strategic plans
 - Prepare for transition to Fire based medical transport plan
 - Incorporate fire station 4 operating and equipment cost in 5 year projections along with construction of fire station 4
- Develop capacity for cash funding capital projects
 - To be conservative, projected property tax revenue from Chisholm Summit development dedicated to capital projects
 - Maintain fund balance within financial policy guidelines
 - Consider improvements to infrastructure maintenance and replacement program

Key Focus Areas for Upcoming Budget

- Maintain competitive compensation and benefits program for employees
- Transparency and communication with the public
 - Continuation from prior year
 - Publish budget information on the City's website
 - Identify and address City Council priorities over the coming months
 - Incorporate input received from Budget Reviews in July
- Capital Improvement Program (CIP) budget aligned with the operating budget
 - Provides needed information for operational impacts
 - Requires review of all outstanding CIP balances and related bond sales
 - Continued review of capital projects and projecting projects over the next 5 years
 - Determine reallocation of available funds to capital projects

Budget Process Overview

Budget Process Overview

- Financial projections and assumptions will continue to be refined over the coming months as more information becomes available
 - Proposed budget will be developed to match recurring revenues and expenses
- City Council direction and development of priorities throughout the process
- Citizen feedback during budget process
 - Creating a budget video and posting all of the budget presentation material online
 - Interactive engagement with residents regarding priorities
- Over the coming months, additional funds and operational reviews will be provided to Council

Budget Process Overview

Information to be discussed in the Budget Process

Fund Financials

- General Fund & Supplementals
- 4A
- 4B
- Golf
- CIP
- Water/Wastewater
- Parks Performance
- Other as required

Other Budget Information

- Strategic Plan
- Comp & Benefits
- Police
- Fire
- Public Works
- Parks & Recreation
- Other as required

Budget Process Feedback

Staff would like direction from the City Council on the following:

Assumptions and Priorities:

- Are current assumptions and priorities appropriate?
- Does Council have any other areas that need to be considered in the upcoming process?

Meeting Content:

- Over the past year, staff presented the detailed budgets for every department. Does Council wish to do this again over the coming year, or is it preferred to focus only on key areas and supplemental packages requested from all departments?
- Staff recommends focusing on the key areas shown on the previous slide.

Meeting Frequency:

- Does Council wish to hold individual discussions on all of the aforementioned issues during the regularly scheduled meeting in June and July? Or, would a special work session be preferred?
- Staff recommends holding at least one special meeting to discuss some of the key focus areas (e.g. Police, Fire, Public Works, Strategic Plan, etc.) due to time limitations over the next few months.

QUESTIONS/COMMENTS

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: April 3, 2022

SUBJECT:

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

SUMMARY:

In the fall of 2022 City staff brought forward Gateway Monuments at various entry points into the community. City Council authorized staff to proceed with designing the Alsbury and I-35 gateway sign location. Staff is presenting two options for feedback and direction.

OPTIONS:

- 1) Provide direction to proceed with one of the options as presented
- 2) Provide direction to proceed with one of the options with changes
- 3) Provide direction to proceed with project

RECOMMENDATION:

Staff recommends proceeding with one of the options presented

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

September 2022- City council authorized staff to proceed with preliminary design at Alsbury and I-35

FISCAL IMPACT:

N/A

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation

jbasham@burlesontx.com
817-426-9201



Welcome

Gateway Monuments

Staff Presenter: Jen Basham, Director of Parks and Recreation
City Council: April 3, 2023

Gateways to our community

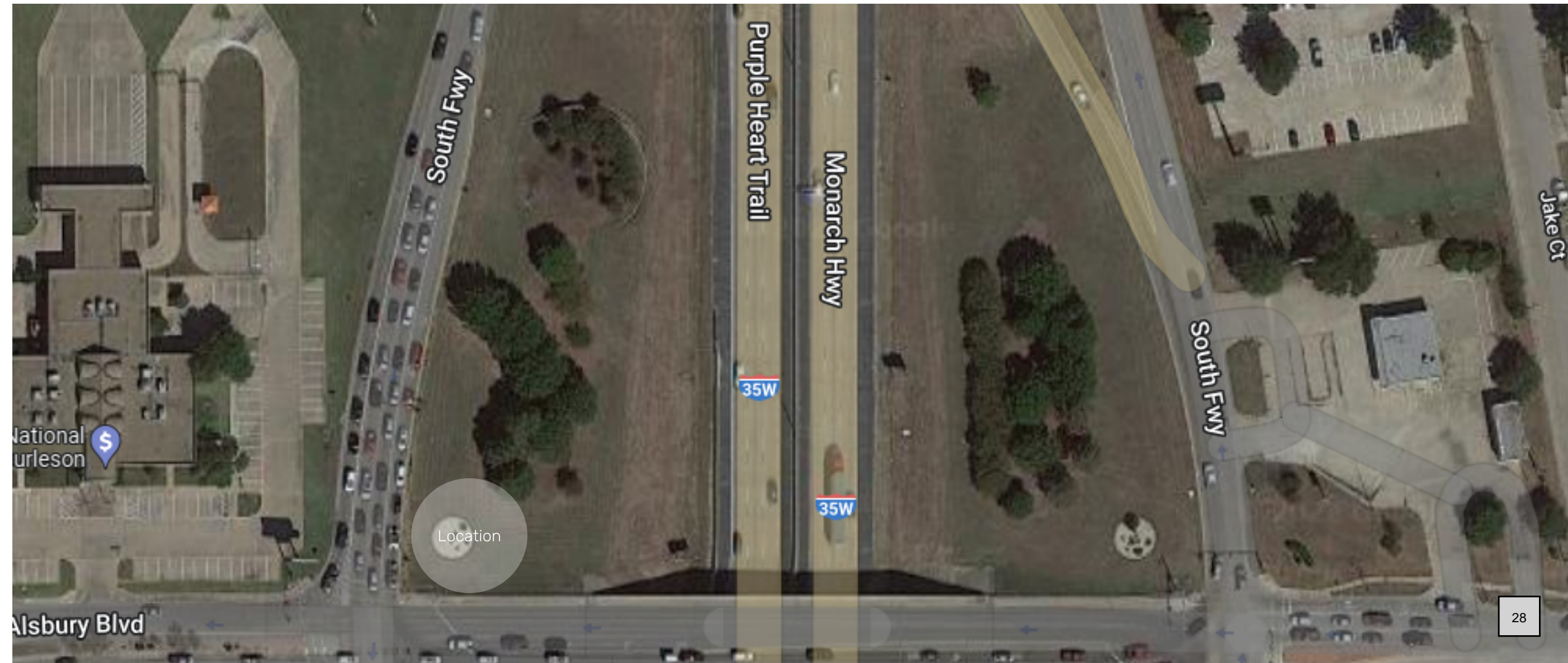
A gateway monument is a freestanding structure or sign, non integral or non required highway feature, constructed, which communicates the name of the city.

- History

- Gateway monuments were identified by Council as a priority in their 2022 strategic plan
- Staff engaged Level 5 Architecture to determine best locations for monuments based on traffic counts and visibility at major entry points to the City
- Staff presented the locations to Council in September 2022
- Council elected to move forward with focusing on the I-35 and Alsbury location and considering additional locations at a future date



I-35 and Alsbury



Materials

Both options are constructed of similar materials with different aesthetics



- Back is a corten steel
- Stone tiered landscape beds
- Backlit and uplit logo and lettering
- Branded with City font
- Native drought tolerant plant material

Option 1

Sunset

Estimated cost
\$532,290

Contingency
10%

Anticipated
total \$585,628



Option 1

Daytime

Estimated cost
\$532,290

Contingency
10%

Anticipated
total \$585,628



LEVEL
5

Option 2

Sunset

Estimated cost
\$495,000

Contingency
10%

Anticipated
total \$544,525



Option 2

Daytime

Estimated cost
\$495,000

Contingency
10%

Anticipated
total \$544,525





Funding

- ✓ \$400,000 is currently programmed for the design and construction of gateway monuments
- ✓ Additional funds to construct will be addressed from cost savings on current projects
- ✓ Additional monuments will have to be funded as future projects



Next Steps

- ✓ Council provides staff with feedback regarding design elements and any changes they would like to see
- ✓ Staff will work through revisions with architect
- ✓ Staff will present revised designs to Council
- ✓ Once design is approved staff will proceed with final design (3 months)
- ✓ Design will be bid and awarded (2 months)
- ✓ Design will be constructed (8 months)

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: April 3, 2023

SUBJECT:

Consider approval of the minutes from the March 20, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on March 20, 2023 for a regular council meeting.

OPTIONS:

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

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING

March 20, 2023
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Rick Green
Jimmy Stanford
Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 5:36 p.m.

Invocation – Frank Pace, Minister of the Gospel, Johnson County Prayer Net.

Pledge of Allegiance to the US Flag

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

2. REPORTS AND PRESENTATIONS

- A. **Receive a report, hold a discussion and give staff direction regarding fiscal year 2021-2022 Annual Comprehensive Financial Report (ACFR), Single Audit Report and the annual audit. (Staff Presenter: Martin Avila, Director of Finance) (Presented to Finance and Internal Service Committee on March 13, 2023).**

Martin Avila, Director of Finance, introduced Jackie Gonzales partner with Weaver and Tidwell. Ms. Gonzales presented the FY 2021-2022 annual audit to council. Mr. Avila presented the annual comprehensive finance report to council.

- B. **Receive a report, hold a discussion, and give staff direction regarding the Hotel/Motel tax grant policy. (Staff Presenter: Alex Philips, Economic Development Director)**

Alex Philips, Economic Development Director, presented the Hotel/Motel tax grant policy to the council.

3. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- Great turnout last Saturday for City of Burleson events: Dogs and Donuts at the Burleson Bark Park and Burleson Police Department open house.
- ReachCouncil.org of Johnson County is assisting those in need of free formalwear for upcoming prom, March 24-25, at First Baptist of Burleson.
- Join us, March 21, Shaved ice with a cop drop by Bahama Bucks, 3 p.m. - 4 p.m.
- Join us, March 23, Character Council luncheon, 11:30 a.m., open to the community, contact the Chamber of Commerce, free luncheon but do accept donations. Students and individuals in the community will be recognized for good character at the event.
- Join us, March 25, 2:00 p.m., Vietnam Veterans celebration, Veterans Memorial Plaza.

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- Add 8A and 8C

Motion made by Tamara Payne seconded by Dan McClendon to move items 8A and 8C to the consent agenda.

Motion passes 7-0.

5. CITIZEN APPEARANCES

- Hank Hoaldrige, 12255 Oak Grove Road South, came forward to give an update to Council on his request for crosses at the entrance of the city.

10. RECESS INTO EXECUTIVE SESSION - MOVED

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

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

- Real estate contract dated April 18, 2022, with Paul and Darlene Karmy selling fee simple title to 430 N Burleson Blvd, Burleson, Johnson County,

Texas for a sales price of \$900,000 and other good and valuable consideration

- Drainage pipeline agreement with Union Pacific Railroad for the use of Union Pacific Railroad property adjacent to N Main St, Burleson, Johnson County, Texas
- Laws governing the placement of political signs, including Chapter 63 of the City of Burleson Code of Ordinances, Chapter 259 of the Election Code, and Chapters 392 and 393 of the Transportation Code.

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

- Discuss and receive direction on real property commonly known as 116 Warren St in Burleson, Johnson County, Texas for municipal purposes

C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code

D. Personnel matters pursuant to Section 551.074, Texas Government Code

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

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

- Project Workforce
- Project Lunchbox

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

Motion was made by Dan McClendon and seconded by Rick Green to convene into executive session. **Time: 6:37 p.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Ronnie Johnson to reconvene into open session. **Time: 7:39 p.m.**

Motion passed 7-0.

6. CONSENT AGENDA

A. Minutes from the March 6, 2023 regular council meeting. (Staff Contact: Amanda Campos, City Secretary).

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

Motion passed 7-0.

- B. CSO#5030-03-2023, Memorandum of Understanding (MOU) between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System (ITS) partners. (Staff Contact: Eric Oscarson, Director of Public Works)**

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

Motion passed 7-0.

- C. CSO#5031-03-2023, minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions. (Staff Contact: Eric Oscarson, Director of Public Works)**

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

Motion passed 7-0.

- D. CSO#5032-03-2023, service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,250. (Staff Contact: Eric Oscarson, Director of Public Works)**

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

Motion passed 7-0.

- E. CSO#5033-03-2023, professional services contract with Accessology Too, LLC for the development of a American with Disabilities Act (ADA) transition plan in the amount not to exceed \$65,340 (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager).**

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

Motion passed 7-0.

- F. CSO#5034-03-2023, professional services agreement with Freese and Nichols, Inc. for preliminary design of the Alsbury Phase 3 - Expansion to CR914 project in the amount of \$628,150.00. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)**

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

Motion passed 7-0.

- G. CSO#5035-03-2023, amendment to CSO#4034-11-2022 modifying the July 2023 City Council regular meeting dates from July 3, 2023 to July 10, 2023 and July 17, 2023 to July 24, 2023. (Staff Presenter: Amanda Campos, City Secretary)**

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

Motion passed 7-0.

- H. CSO#5036-03-2023, five-year contract for Employee Performance Management Software services by emPerform in the amount not to exceed \$108,000. (Staff Presenter: Rick DeOrdio, Director of Human Resources)**

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

Motion passed 7-0.

- I. CSO#5037-03-2023, resolution authorizing a \$1,500 sponsorship expense for the Burleson Character Council Luncheon. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)**

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

Motion passed 7-0.

- J. CSO#5038-03-2023, first amendment to a real estate sales contract and lease for the property located at 216 Bransom Street, Burleson, Johnson County, Texas, with First Baptist Church. (Staff Contact: Alex Philips, Economic Development Manager)**

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

Motion passed 7-0.

- K. CSO#5039-03-2023, resolution authorizing the purchase of 0.35 acres of land from Burleson Independent School District in the amount of \$14,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0.

- L. CSO#5040-03-2023, resolution accepting the results of the September 30, 2022 Annual Audit, Annual Comprehensive Financial Report (ACFR) for the period ending September 30, 2022, and the Single Audit Report as of September 30, 2022. (Staff Presenter: Martin Avila, Director of Finance) (Finance and Internal Service Committee recommended accepting the results of the September 30, 2022 Annual Audit, ACFR for period ending September 30, 2022, and the Single Audit Report as of September 30, 2022 on March 13, 2023)**

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

Motion passed 7-0.

- M. CSO#5041-03-2023, contract with Tarrant County for election services for the May 6, 2023 general election in an amount not to exceed \$14,000. (Staff Presenter: Amanda Campos, City Secretary)**

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

Motion passed 7-0.

- N. CSO#5042-03-2023, minute order ratifying a resolution of the Burleson 4A Economic Development Corporation Board recommending approval of a professional services contract between the City and Kimley-Horn and Associates, Inc. for design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00. (Staff Contact: Errick Thompson, Deputy Director of Public Works)**

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

Motion passed 7-0.

- O. CSO#5043-03-2023, minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of demolition agreement between the City and Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00. (Staff Contact: Errick Thompson, Deputy Public Works Director)**

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

Motion passed 7-0.

- P. CSO#5044-03-2023, minute order ratifying a resolution of the Burleson 4A Economic Development Corporation Board recommending approval of a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

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

Motion passed 7-0.

- Q. CSO#5045-03-2023, professional services contract with Kimley-Horn and Associates, Inc. for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00. (Staff Contact: Errick Thompson, Deputy Director of Public Works)**

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

Motion passed 7-0.

- R. CSO#5046-03-2023, demolition agreement with Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00. (Staff Contact: Errick Thompson, Deputy Public Works Director)**

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

Motion passed 7-0.

- S. CSO#5047-03-2023, contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)**

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

Motion passed 7-0.

8. GENERAL – ADDED TO CONSENT

- A. CSO#5050-03-2023, resolution authorizing street closures for the upcoming Honey Tour community event. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 7-0.

- C. CSO#5052-03-2023, minute order appointing members to City of Burleson boards, commissions, and committees to fill vacancies due to added positions and vacancies on all boards/commission/committees. (Staff Presenter: Amanda Campos, City Secretary)**

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

Motion passed 7-0.

7. DEVELOPMENT APPLICATIONS

- A. CSO#5048-03-2023, ordinance for a zoning change request from “A”, Agriculture to “GR” General Retail at 5917 W FM 917 (Case 23-007) (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)**

Emilio Sanchez, Deputy Director of Development Services, presented Case 23-007 to the city council.

Mayor Fletcher opened the public hearing. **Time: 7:43 p.m.**

Bryan Clark, 8700 Freeport Parkway, developer came forward to answer any questions Council may have.

Mayor Fletcher closed the public hearing. **Time: 7:44 p.m.**

Motion made by Dan McClendon and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

- B. CSO#5049-03-2023, ordinance for a zoning change request from “PD” Planned Development district, to “PD” Planned Development district, to allow for retail and single-family attached residential development on 35.20 acres at 2500 SW Hulen St (TOD Mixed-Use) (Case 22-131). (*First and Final Reading*) (*Staff Presenter: Tony McIlwain, Director of Development Services*) (*The Planning and Zoning Commission recommended approval by unanimous vote*) (*Public hearing continued from the January 23, 2023 and February 20, 2023 City Council meetings*)**

Emilio Sanchez, Deputy Director of Development Services, presented Case 22-131 to the city council.

Mayor Fletcher opened the public hearing. **Time: 7:54 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 7:55 p.m.**

Motion made by Dan McClendon and seconded by Rick Green to approve.

Motion passed 7-0.

8. GENERAL

- A. ~~CSO#5050-03-2023, resolution authorizing street closures for the upcoming Honey Tour community event. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)~~ – MOVED**

Item 8A was moved and voted on with the consent agenda above.

- B. CSO#5051-03-2023, professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413. (*Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering*)**

Errick Thompson, Deputy Director of Public Works - Engineering, presented an agreement to the city council.

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

Motion passed 7-0.

- C. ~~CSO#5052-03-2023, minute order appointing members to City of Burleson boards, commissions, and committees to fill vacancies due to added positions and vacancies on all boards/commission/committees. (*Staff Presenter: Amanda Campos, City Secretary*)~~ – MOVED**

Item 8C was moved and voted on with the consent agenda above.

D. CSO#5053-03-2023, letter of admonishment and reprimand addressed to City Council member Place 3 concerning his conduct in response to an event at the Library in February of 2023. (Staff Presenter: Allen Taylor, City Attorney)

Allen Taylor, City Attorney, presented a letter of admonishment and reprimand addressed to City Council member, Place 3 to the city council.

The following spoke in favor:

- Isabella Cato, 820 Cedar Ridge Lane.
- Susan Cato, 820 Cedar Ridge Lane.
- Bill Janusch, 117 NE Clinton Street.
- Charlotte Vandervoort, 1237 Highcrest Drive.
- Stephanie Giovanni, 621 NW Lorna Street.
- Betty Arber, 320 Tinker Trail.
- Jamie Jones, 1065 Irene Street.

Motion made by Ronnie Johnson and seconded by Victoria Johnson to approve.

Motion passed 5-2, with Jimmy Stanford and Tamara Payne against.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Request for presentation of a plaque with years of service for all outgoing council members retroactive to last term.

10. RECESS INTO EXECUTIVE SESSION

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

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

- Real estate contract dated April 18, 2022, with Paul and Darlene Karmy selling fee simple title to 430 N Burleson Blvd, Burleson, Johnson County, Texas for a sales price of \$900,000 and other good and valuable consideration
- Drainage pipeline agreement with Union Pacific Railroad for the use of Union Pacific Railroad property adjacent to N Main St, Burleson, Johnson County, Texas

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

- Discuss and receive direction on real property commonly known as 116 Warren St in Burleson, Johnson County, Texas for municipal purposes

C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code

D. Personnel matters pursuant to Section 551.074, Texas Government Code

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

- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
- Project Workforce
 - Project Lunchbox
- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**
- No need for a second Executive Session.

ADJOURNMENT

Motion made by Ronnie Johnson and Jimmy Stanford to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 8:33 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: April 3, 2023

SUBJECT:

Consider approval of a resolution approving and accepting a bid submission from Ambassador Services, LLC in response to ITB 2023-009 for janitorial services in the amount of \$284,342.
(Staff Contact: Eric Oscarson, Director of Public Works)

SUMMARY:

Contract Elements

Janitorial services for City facilities have been contracted out for some time. Generally, buildings are cleaned each day they are open for business. While the service certainly includes general services such as sweeping, mopping, vacuuming, dusting, and disposing of garbage and recycling, it also includes annual deep cleaning services like cleaning and sealing of tile and grout and carpet steam cleaning. Each facility was bid individually providing an annual cost for the service for each building. Service for each building varies in response to the usage type and intensity, number of days open, flooring types, and restroom square footage.

Currently, the city provides and delivers paper products to each city facility. To increase efficiency, staff is recommending paper products are included as part of the Janitorial Contract.

The City received five bids. We are experiencing challenges with our current service levels and staff determined the best value for services would be to award the bid to Ambassador Services. Ambassador Services currently provides janitorial services to the City of Houston and City of Dallas.

The requested bid was for 18 months in the plan to start April 1. However, in order for a smooth and successful transition plan, the first term of the contract will be for 17 months, starting May 1, 2023 ending September 30, 2024. Being a shorter contract, the initial term will be for less than the numbers submitted. The contract will allow for 3 one-year renewal terms.

OPTIONS:

- 1) Approve a resolution approving and accepting a bid submission from Ambassador Services, LLC in response to ITB 2023-009 for janitorial services in the amount of \$284,342
- 2) Deny a resolution approving and accepting a bid submission from Ambassador Services, LLC in response to ITB 2023-009 for janitorial services in the amount of \$284,342.

RECOMMENDATION:

Approve a resolution approving and accepting ITB 2023-009 from Ambassador Services, LLC for janitorial services in the amount of \$284,342.

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

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

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: General Fund

Full Account #s: 001-4016-435.43-01

Amount: \$232,683.08

Project (if applicable):

Budgeted Y/N: Y

Fund Name: Parks Performance Fund

Full Account #s: 116-6017-453.43-01

Amount: \$51,658.92

Project (if applicable):

STAFF CONTACT:

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

Annual Contract Janitorial Services

Eric Oscarson - Director of Public Works



Janitorial Services

- The City utilizes a third party for the cleaning of various city facilities.
- We are experiencing challenges with current service levels and performance standards.
- As a result, staff is recommending to not exercise the renewal option with our current vendor, Global Buildings, and go out to bid.



Facilities Utilizing Services



BRiCK



City Hall



Fire



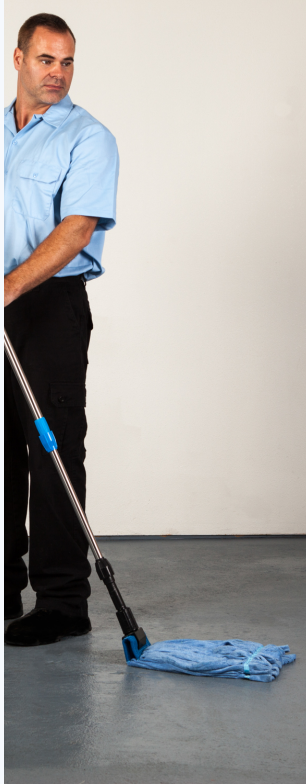
Police



Library

Total of 148,938 Square Feet

Services Provided



Floors



Furniture



Garbage &
Recycling



Restrooms



Windows



Tile & Grout



Carpet

Includes Daily, Weekly, Monthly and Annual Cleaning Items dependent upon facility usage

A Bid with Options

In February a bid was posted with 3 separate options.

Currently the City provides and delivers all paper products to each city building.

To increase efficiency, staff is recommending Option 1.



Option 1

Contractor will provide all necessary equipment, all cleaning supplies, and all paper products.



Option 2

Contractor will provide all necessary equipment and all cleaning supplies.



Option 3

Contractor will provide all necessary equipment.

New Contract

- The City currently provides all paper products and janitorial supplies, such as toilet paper, paper towels, and soap.
- The new contract will provide all paper products and janitorial supplies.
- This helps with efficiency and the saving of staff time.
- The saving cost of supplies is a net zero when adding supplies to the contract.

By the Numbers - Option 1

- Global Building: \$286,695
- Ambassador Services: \$301,076
- Members: \$315,037
- CTJ Maintenance: \$445,116
- SME Advocate: \$6,660,205

*All bids submitted are for an initial 18 month term



Opened March 3

The original plan was to start a new contract on April 1, therefore the bid numbers submitted reflect a 18 month term. In order for a smooth and successful transition plan, the new contract will be May 1, 2023 - September 30, 2024; making the first term only 17 months.

This will make the initial contract slightly lower than the bid numbers submitted and shown on the left.

The contract will allow for 3 one-year renewal terms.

In-House Option

- To ensure pursuing a third party for janitorial services was still the best value for the City, staff performed an analysis to determine the cost to bring the service in-house.
- Recurring yearly costs to provide Janitorial services in-house would be \$416,987.
- Better value to continue to contract out Janitorial Services.

IN-HOUSE COST

Yearly Recurring Cost: \$416,987

Staff Recommendation

- This service was advertised as a "Best Value" bid.
- Staff is recommending awarding contract to Ambassador Services due to their price and quality of service.
- Ambassador Services currently serves 395 properties, including properties for the City of Houston for 10 years and the City of Dallas for 2 years.
- Both cities highly recommended Ambassador Services.

Action Requested



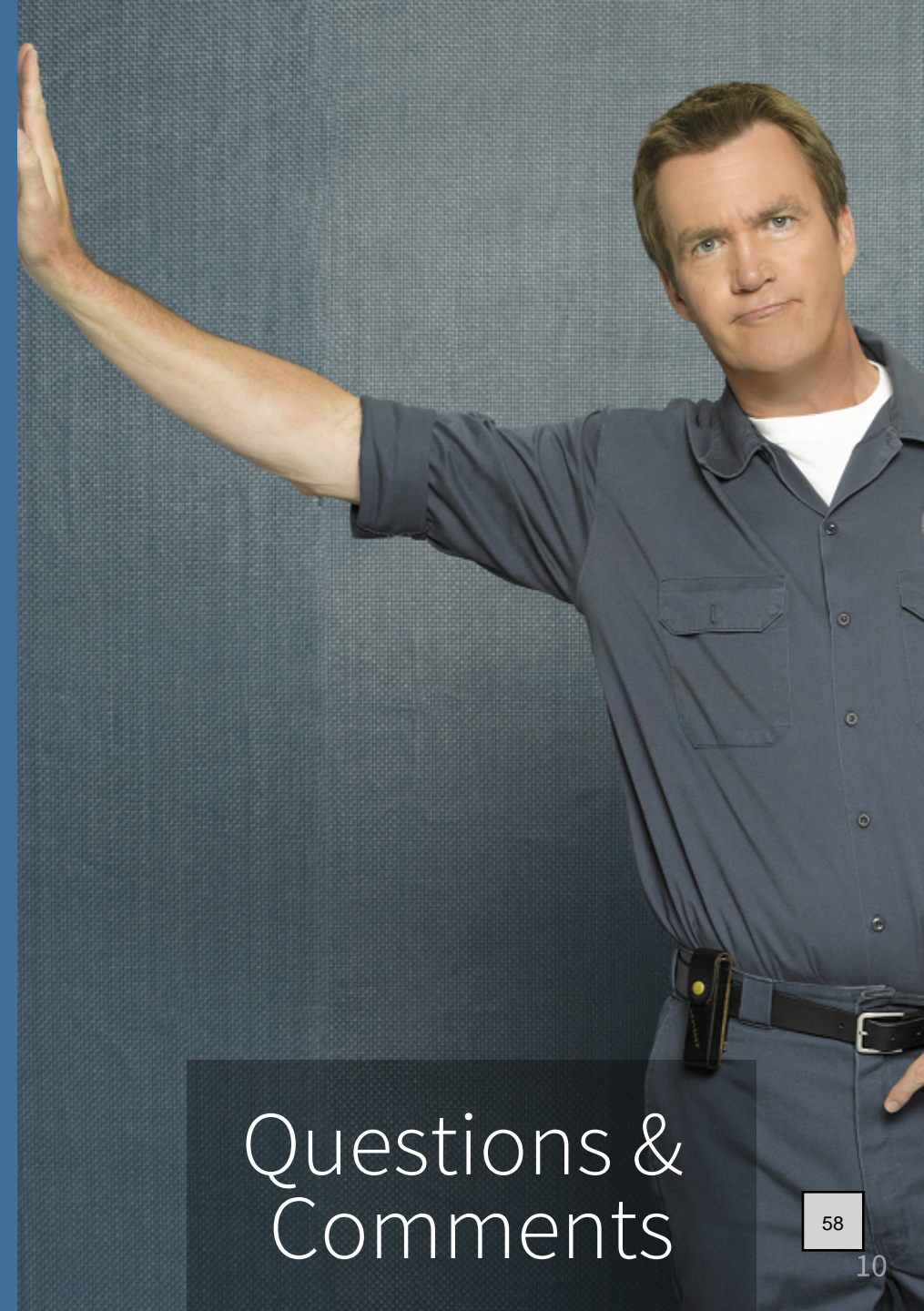
Approve

Approve a resolution approving and accepting the Bid ITB 2023-009 from Ambassador Services, LLC for janitorial services in the amount \$284,342.



Deny

Deny a resolution approving and accepting the Bid ITB 2023-009 from Ambassador Services, LLC for janitorial services in the amount \$284,342.



Questions &
Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTS AND APPROVES ITB 2023-009 JANITORIAL SERVICES TO AMBASSADOR SERVICES, LLC.

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

WHEREAS, City staff issued a competitive Invitation to Bid for janitorial services in ITB 2023-009 on February 10, 2023 and closed submissions on March 3, 2023; and

WHEREAS, the City Council, after carefully reviewing all the bids submitted in ITB 2023-009, finds the bid submitted to Ambassador Services, LLC under option 1 in the amount of \$284,342 provides the best value to the City.

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

Section 1.

The City Council hereby awards the contract for janitorial services specified in ITB 2023-009 to Ambassador Services, LLC under option 1 in the amount of \$284,342. The City Manager is authorized to execute an agreement on behalf of the City with Ambassador Services, LLC for janitorial services as specified in ITB 2023-009 pursuant to the bid of Ambassador Services, LLC under option 1.

Section 2.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 3rd day of March, 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-989062

Date Filed:
02/28/2023

Date Acknowledged:

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

Ambassador Services, LLC
Houston, TX United States

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

City of Burleson

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

2023-009
Janitorial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Melgar, Alex	Houston, TX United States	X	
	Telles, Carlos	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Amanda Grissom, and my date of birth is 08/20/2023

My address is 11710 North Freeway, Suite 200, Houston, TX, 77060, USA
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 28 day of February, 2023
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Police Department
FROM: Billy J. Cordell, Chief of Police
MEETING: April 3, 2023

SUBJECT:

Consider approval of a resolution to enter into a multiple use agreement with the Texas Department of Transportation (TXDOT) for the installation of four Flock Automatic License Plater Readers within TXDOT right-of-way. *(Staff Contact: Billy J. Cordell, Chief of Police)*

SUMMARY:

The item before Council is a resolution authorizing the City to enter into an agreement with the Texas Department of Transportation (TXDOT) to place license plate readers in certain TXDOT rights-of-way in the city limits. On January 13, 2023, the City entered into an agreement with Flock Safety for the installation and maintenance of four automatic license plate readers. However, in order for the license plate readers to be effective, they must be placed along the major thoroughfares in the City. The City has identified four different locations where the license plate reader should be installed: 1) off of Wilshire Blvd near its intersection with Hillery St, 2) off of Wilshire Blvd near its intersection with Clubhouse Dr, 3) off of John Jones Rd near its intersection with CR 1016, and 4) off of N Burleson Blvd (access road off I-35W) near its intersection with Alsbury Blvd. All of the areas listed above are located in TXDOT rights of way, and the resolution and accompanying agreement with TXDOT allows the City to place the license plate readers at those locations.

OPTIONS:

- 1) Approve the resolution
- 2) Deny the resolution

RECOMMENDATION:

Approve the resolution

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

N/A

FISCAL IMPACT:

\$1,000 for the liability fund

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9912



Burleson Police Department

TXDOT Multiple Use Agreement for Flock ALPR System

Chief Billy J. Cordell

April 3, 2023

Flock Automatic License Plate Readers

- January 13, 2023, the Burleson Police Department entered into a contractual agreement with Flock Safety (Flock) for the installation and maintenance of four Flock Automatic License Plate Readers (ALPR) at points of ingress and egress on TXDOT right-of-ways.
- The Flock ALPR system is utilized to provide real-time intelligence on vehicles that have been entered into the state and federal databases as stolen. Further, vehicles can be entered onto a "hot list" for involvement in serious crimes, outstanding warrants, missing persons, Amber alerts, and runaways.
- The Flock ALPR system is designed to capture the license plate, date, time, location, and direction of travel for vehicles associated types of criminality listed above.
- The Flock ALPR system is not designed to capture the occupants of the vehicle.
- The Flock ALPR system is designed to retain data for 30 days.

ALERTS
SMS **Off**
Email **Off**

NOTIFICATION REASONS

☐ NCIC

CAMERAS (229/231)
CAMERA MAP
☐ All Cameras / Public Cameras
DOWNLOAD CSV
TEST NOTIFICATION








Plate	TX ABC 1234	List Name	Burleson PD	Camera	SB 3000 Bryant Irvin Rd #2203 (Stream)
Date	3/13/2023, 4:56:36 PM 2 days ago	Case Number	22-001234	Network	Fort Worth TX PD Wing Cameras
		Reason	STOLEN VEHICLE		



Success Stories

FOX4DFW

'Game Changer': The technology helping Fort Worth police track down criminals

By Shaun Rabb | Published September 5, 2022 | Updated 4:08PM | Fort Worth | FOX 4 | ➔

'Game changer': Fort Worth police using new technology to help track down suspects

Flock camera systems help law enforcement agencies across the country find stolen cars and vehicles connected to serious crimes.

Trending

1  2 men, 2 women killed

NBCDFW

CRIME

Growing Network of License Plate-Reading Cameras Helps Stop Crime

'Our crime is virtually non-existent now,' one neighborhood leader says


WFAA

CRIME

'It's a Game Changer' | Dallas police say new technology is helping them catch violent criminals

Dallas Police say new Flock cameras are successful in helping them fight crime.

Man accused of shooting Burleson officer, fatally carjacking woman arrested

By Dionne Anglin , Dan Godwin , Macy Jenkins and Blake Hanson | Published April 14, 2021 | Updated 2:16PM | Burleson | FOX 4 | 

The Value of ALPR Systems

Camera #1 Location





CAMERA #02 NB AT
SW WILSHIRE BLVD. (TX-174)

SW WILSHIRE BLVD. (TX-174)

Camera #2
Location

Camera #3 Location



CAMERA #04 SB AT
SOUTH FWY.



Camera #4 Location

Transparency

- Prior to the Flock ALPRs being installed, the department will include a robust explanation of the Flock system on the Burleson Police Department website
- The department will complete a social media campaign once the Flock system has been installed

Transparency

- [2022 Annual Report](#)
- [Accreditation](#)
- [Crime Reports and Statistics](#)
- [How to obtain a police \(offense\) report](#)
- [Lateral Entry Salary Program - Sworn](#)
- [Personnel Complaint Form](#)
- [Policies and Procedures](#)
- [Unmanned Aircraft Systems Legislative Report](#)

Open Records

- [General Information](#)
- [Online Request](#)

Community Feedback

- Online Survey (Survey is currently closed)

Annual Pursuit Analysis
















- [2020 Report](#)
- [2019 Report](#)
- [2018 Report](#)
- [2017 Report](#)

Response to Resistance Analysis (Use of Force)

- [2020 Report](#)
- [2019 Report](#)
- [2018 Report](#)
- [2017 Report](#)

Racial Profiling Reports

- [2022 Burleson PD Report](#)
- [2021 Burleson PD Report](#)
- [2020 Burleson PD Report](#)
- [2019 Burleson PD Report](#)
- [2018 Burleson PD Report](#)
- [2017 Burleson PD Report](#)
- [2016 Burleson PD Report](#)
- [2015 Burleson PD Report](#)

Policies	Usage
 In Texas, license plates are not subject to Open Records Requests.	 Audits www.trophyclub.org/flockusagereport www.trophyclub.org/flockusagereport2
 What's Detected License Plates, Image of the Rear of Vehicles	 Data retention (in days) 30 days
 What's Not Detected Facial recognition, People, Gender, Race	 Number of owned cameras 9
 Acceptable Use Policy Data is used for law enforcement purposes only. Data is owned by Trophy Club PD and is never sold to 3rd parties.	 External organizations with access Argyle TX PD, Fort Worth TX PD , Northlake TX PD, Roanoke TX PD
 Prohibited Uses Immigration enforcement, speed enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), personal use.	 Hotlists Alerted On NCIC, NCMEC Amber Alert
 Access Policy All system access is controlled by administrators and requires a valid reason which is stored indefinitely, for audit purposes.	 Unique vehicles detected in the last 30 days 117,234
 Hotlist Policy Hotlist hits are required to be officer verified prior to action. *Hotlist refers to alerts related to stolen vehicles, warrants or Amber Alerts.	 Hotlist hits in the last 30 days 21
	 Searches in the last 30 days 30
Provided by Flock Safety	

Transparency

Real Time Crime Center



Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON AUTHORIZING A MULTIPLE USE AGREEMENT TO PERMIT THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF LICENSE PLATE READERS IN THE STATE RIGHT OF WAY, BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; DESIGNATING THE CITY MANAGER AS THE CITY OFFICIAL AUTHORIZED TO SIGN THE MULTIPLE USE AGREEMENT; AND PROVING 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 is authorized to enter into contracts with the State of Texas; and

WHEREAS, the City Council has been presented a proposed multiple use agreement by and between the City of Burleson, Texas (the “City”), and the State of Texas, acting by and through the Texas Department of Transportation (“TXDOT”), which permits the construction, maintenance, and operation of Flock Automatic License Plate Readers in the rights of way of certain TXDOT roads in the city limits of the City, a copy of which is attached hereto as Attachment A (the “Agreement”); and

WHEREAS, the City Council supports entering into the Agreement with the State of Texas acting by and through the Texas Department of Transportation and finds that it is in the best interest of the City to enter into the Agreement; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement on behalf of the City;

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

Section 1.

The City Council authorizes entering into the multiple use agreement by and between the City and the State of Texas, acting by and through TXDOT substantially in the form attached as Attachment A, which permits the construction, maintenance, and operation of Flock Automatic License Plate Readers in the rights of way of certain TXDOT roads in the city limits of the City.

Section 2.

The City Council hereby designates the City Manager, Bryan Langley, as the City’s authorized official with the authority to execute the Agreement on behalf of the City. The City Council

hereby directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation.

Section 3.

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 4.

This resolution shall be effective immediately upon final passage.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

ATTACHMENT A
MULTIPLE USE AGREEMENT



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as “State”, party of the first part, and City of Burleson _____, hereinafter called City of Burleson _____, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 3rd day of April, 20 23, the governing body for the City of Burleson entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the City of Burleson’s participation in this agreement with the State; and

WHEREAS, the City of Burleson has requested the State to permit the construction, maintenance and operation of a public Flock Automatic License Plate Readers (ALPR) on the highway right of way, (ROADWAY *See Attached CONTROL SECTION NO. *See Att). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit “A” and being more specifically described by metes and bounds of Exhibit “B”, which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Burleson will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Burleson and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

City of Burleson will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Burleson shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Burleson and found not to comply with ADA or TAS shall be corrected at the entire expense of the- City of Burleson

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Burleson. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Burleson has failed to comply with these responsibilities, it will perform the necessary work and charge City of Burleson the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Burleson shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Burleson shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Burleson for the use of the facility under this agreement, the City of Burleson will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Burleson must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City of Burleson 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City of Burleson _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City of Burleson _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City of Burleson _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City of Burleson _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City of Burleson _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Burleson WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2023, THE City of Burleson (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Burleson. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Burleson shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Burleson, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Burleson shall include TxDOT as an additional insured by endorsement in City of Burleson's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Burleson's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Burleson shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Burleson, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

City of Burleson shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Burleson must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Burleson if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Burleson
Maintenance Division	Police Department
125 East 11th Street	1161 SW Wilshire Blvd.
Austin, Texas 78701-2483	Burleson, Texas 76028

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

City of Burleson on the 3rd day of April, 20 23, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

City of Burleson

(Name of other party)

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

By: _____
Signature

Chris Fletcher

Printed Name

By: _____
Director, Maintenance Division

Mayor

Title

Printed Name

City of Burleson

Agency

Date

City Secretary's Office 817-426-9660

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

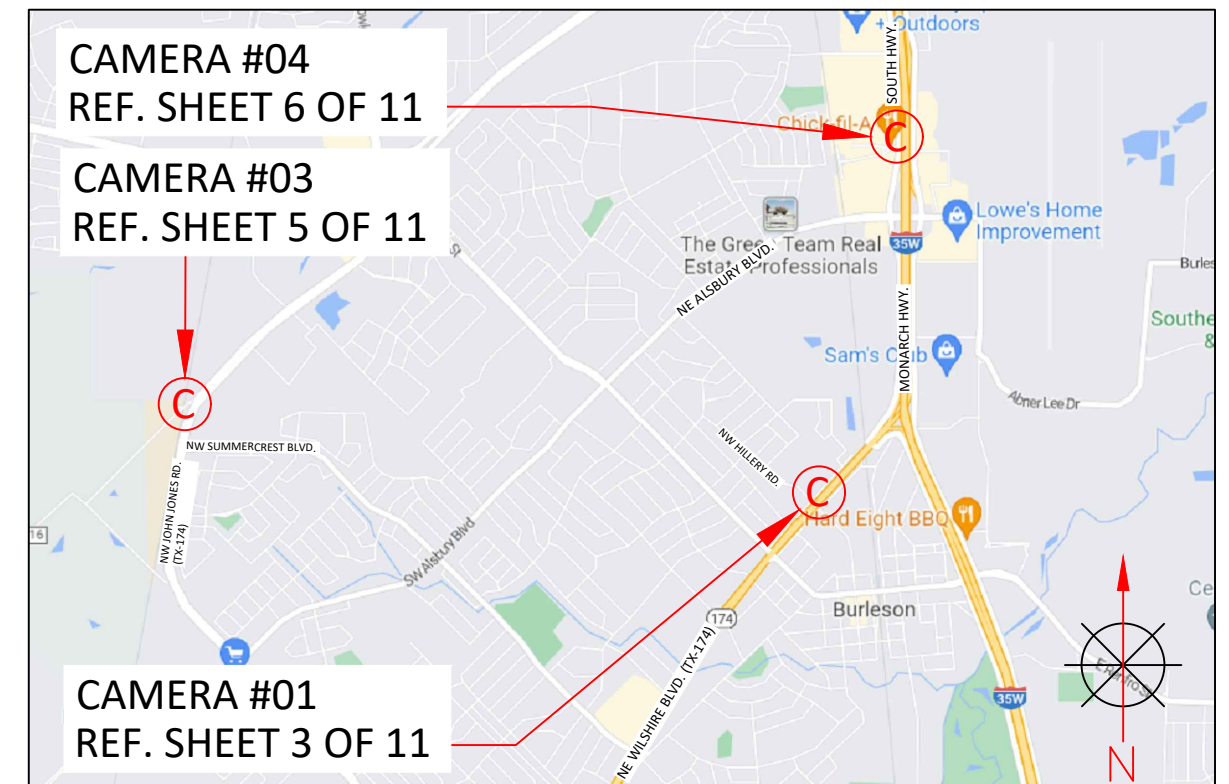
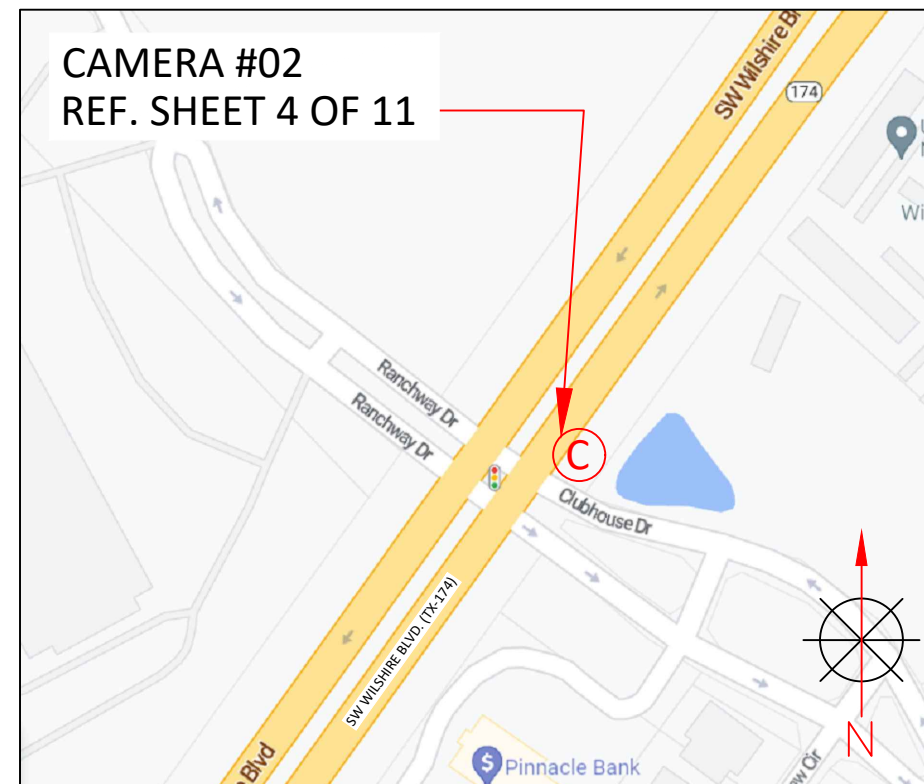
STATE OF TEXAS
TAXES DEPARTMENT OF TRANSPORTATION (TXDOT)
SUBMITTED BY BURLESON
POLICE DEPARTMENT
AUTOMATIC LICENSE PLATE READING
(ALPR) CAMERAS PERMIT

flock safety

INDEX OF DRAWINGS

- SHEET 1: COVER SHEET AND CAMERA LOCATION MAP
- SHEET 2: GENERAL NOTES AND CAMERA LOCATION INFORMATION
- SHEET 3-6: SITE PLAN
- SHEET 7-9: TRAFFIC CONTROL PLAN
- SHEET 10-11: POLE DETAILS

LOCATION / VICINITY MAP



flock safety	REV	DESCRIPTION	DATE	BY	TITLE: COVER SHEET AND CAMERA LOCATION MAP	PLANS PREPARED BY: CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	PROJ#: 292910 DRAWN BY: AMANDEEP SINGH CHECKED BY: RAMAN DEEP SINGH APPROVED BY: DANNY CAMPOS DATE: 02/10/2023 SHEET: 1 OF 11
					SCOPE OF WORK: TXDOT		
					ALPR CAMERA INSTALLATION		

Exhibits A-C

GENERAL NOTES ,TRAFFIC DESIGN TABLES AND CAMERA LOCATION INFORMATION

1. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (FHWA) AND STATE STANDARD PLANS.
2. NO LANE CLOSURES PERMITTED BEFORE 9:00AM AND AFTER 3:00PM.
3. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.
4. TEMPORARY NO PARKING SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.
5. ALL CONFLICTING SIGNS, STRIPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.
6. TRAFFIC DIRECTION THROUGH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY THE CITY OF BURLESON UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER ONLY. SHOULD WORK REQUIRE A SIGNAL TO BE OVERRIDDEN, ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF WORK.

Table 6C-3. Taper Length Criteria for Temporary Traffic Control Zones

Type of Taper	Taper Length
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.33 L
One-Lane, Two-Way Traffic Taper	50 feet minimum, 100 feet maximum
Downstream Taper	50 feet minimum, 100 feet maximum

Note: Use Table 6C-4 to calculate L

Table 6C-2. Longitudinal Buffer Space

Speed* (mph)	Length (Feet)
20	40
25	60
30	90
35	120
40	155
45	195
50	240
55	295
60	350
65	410
70	475
75	540
80	615

* Posted speed Based upon American Association of state Highway and Transportation Officials (AASHTO) braking distance portion of stopping sight distance for wet and level pavements (A Policy on Geometric Design of Highways and Streets, AASHTO, 2004, P. 112). This AASHTO document also recommends adjustments for the effect of grade on stopping and variation for trucks.

Table 6C-1. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (Feet)
Conventional Highway	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55*	500
	60*	600
	65*	700
	70*	800
Expressway or Freeway	75*	900
	80*	1000
	All Speeds	See Typical Applications (Chapter 6H) **



* Distance between signs should be increased to have 1500 feet advance warning (See Section 6C.04.07)
** Distance between signs should be increased to have 1/2 mile or more advance warning. (See Section 6C.04.05)

Table 6C-4. Merging Taper Lengths and Spacing of Channelizing Devices

Posted Speed	Formula	* Minimum Desirable Taper Lengths			Suggested maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a taper	On a tangent
30	$L = WS^2 / 60$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* Taper lengths have been rounded off.
L = Length of Taper (Feet) W = Width of Offset (Feet) S = Posted Speed (MPH)

CAMERA NO.	LOCATIONS			
	STREET	DIRECTION	LATITUDE, LONGITUDE	POLE
01	NE WILSHIRE BLVD. (TX-174)	SOUTHBOUND	32.548060739394487, -97.324530768109312	TXCORR-DOT POLE
02	SW WILSHIRE BLVD. (TX-174)	NORTHBOUND	32.493261159985956,-97.3713899557023	TXCORR-DOT POLE
03	NW JOHN JONES RD. (FM-731)	SOUTHBOUND	32.552830282320414, -97.36431397051463	TXCORR-DOT POLE
04	SOUTH FWY.	SOUTHBOUND	32.567183179820617, -97.319406496837047	TXCORR-DOT POLE

	REV	DESCRIPTION	DATE	BY	TITLE: GENERAL NOTES AND CAMERA LOCATION INFORMATION	<div>PLANS PREPARED BY:  A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949)250-0004 /FAX (949)250-0006</div>	PROJ#: 292910
					SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION		DRAWN BY: AMANDEEP SINGH
							CHECKED BY: RAMAN DEEP SINGH
							APPROVED BY: DANNY CAMPOS
							DATE: 02/10/2023

SITE ADDRESS:
358 NW HILLERY ST.,
BURLESON TX 76028 USA

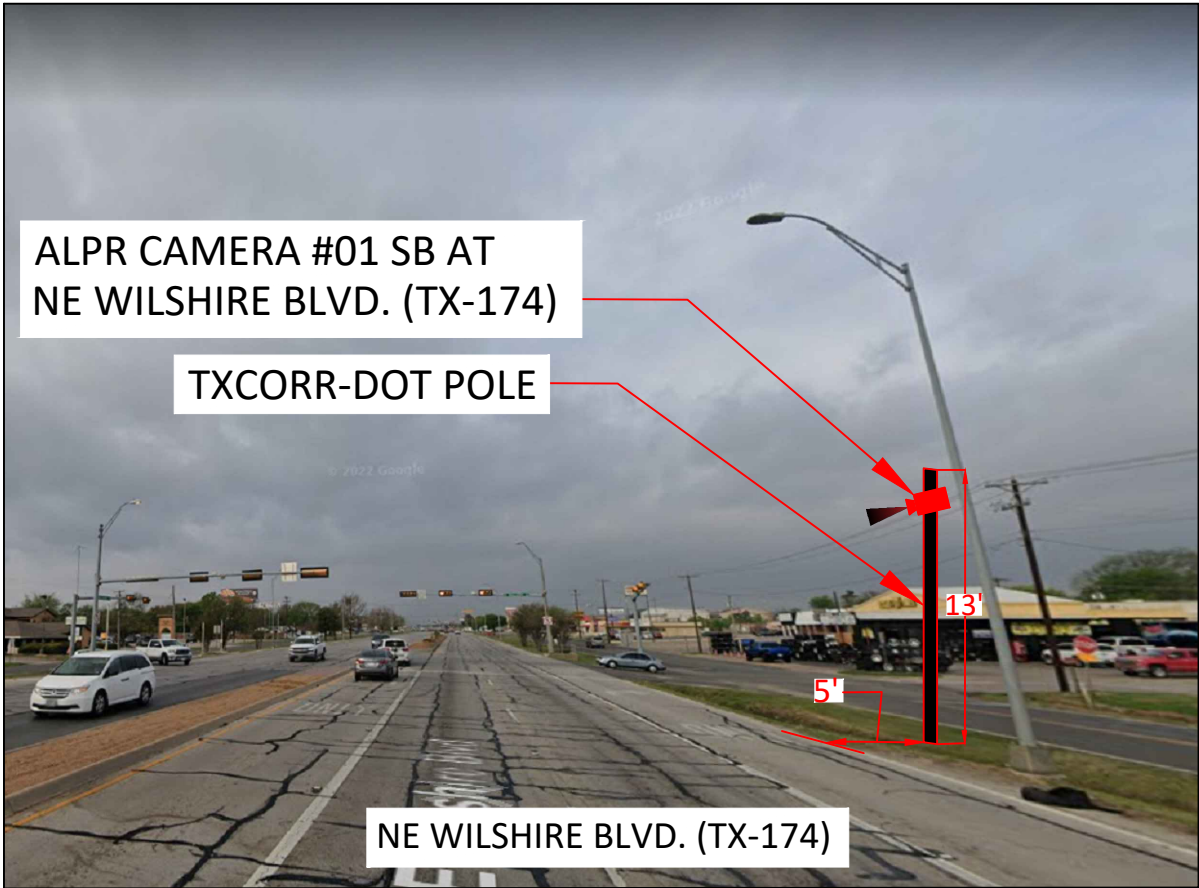
SITE PLAN

AERIAL VIEW



RTE_NBR : 174
BEGIN_DFO: 0
END_DFO: 14.095

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	3 OF 11

SITE ADDRESS:
425 CLUBHOUSE DR.,
BURLESON TX 76028 USA

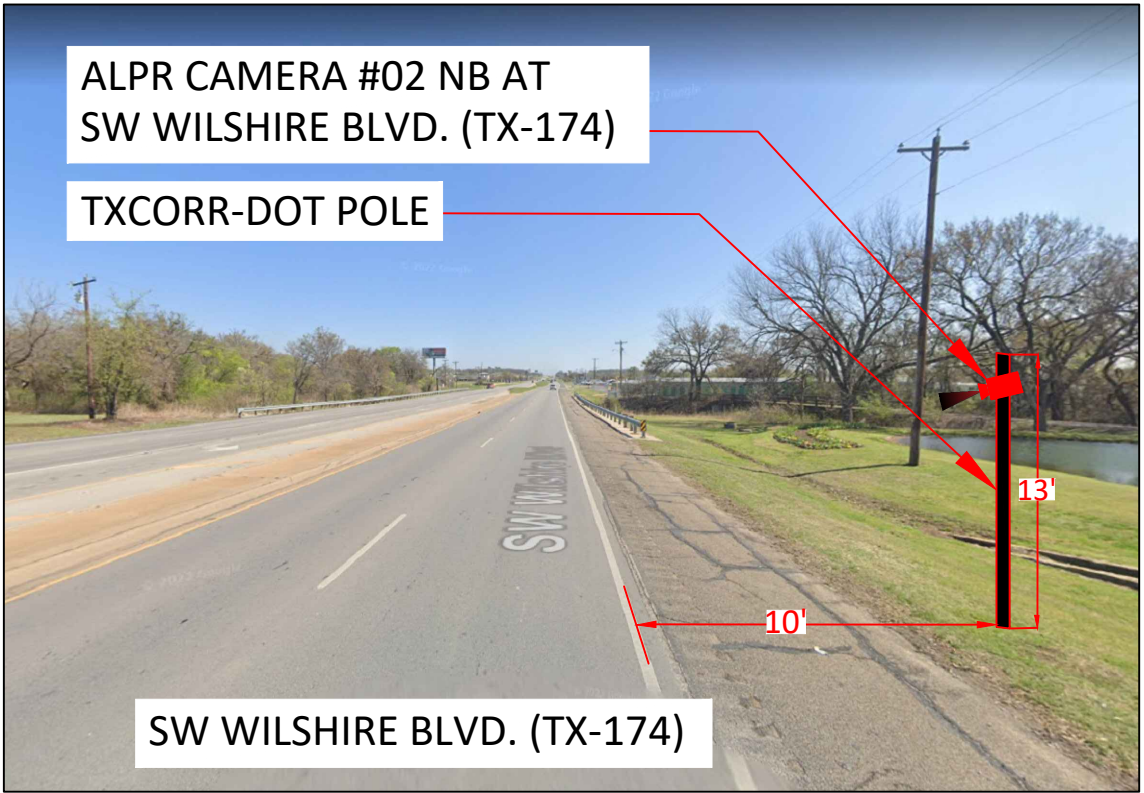
SITE PLAN

AERIAL VIEW



RTE_NBR : 174
BEGIN_DFO: 2.776
END_DFO: 5.836

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	4 OF 11

Exhibits A-C

SITE ADDRESS:
1376 NW SUMMERCREST BLVD.,
BURLESON TX 76028 USA

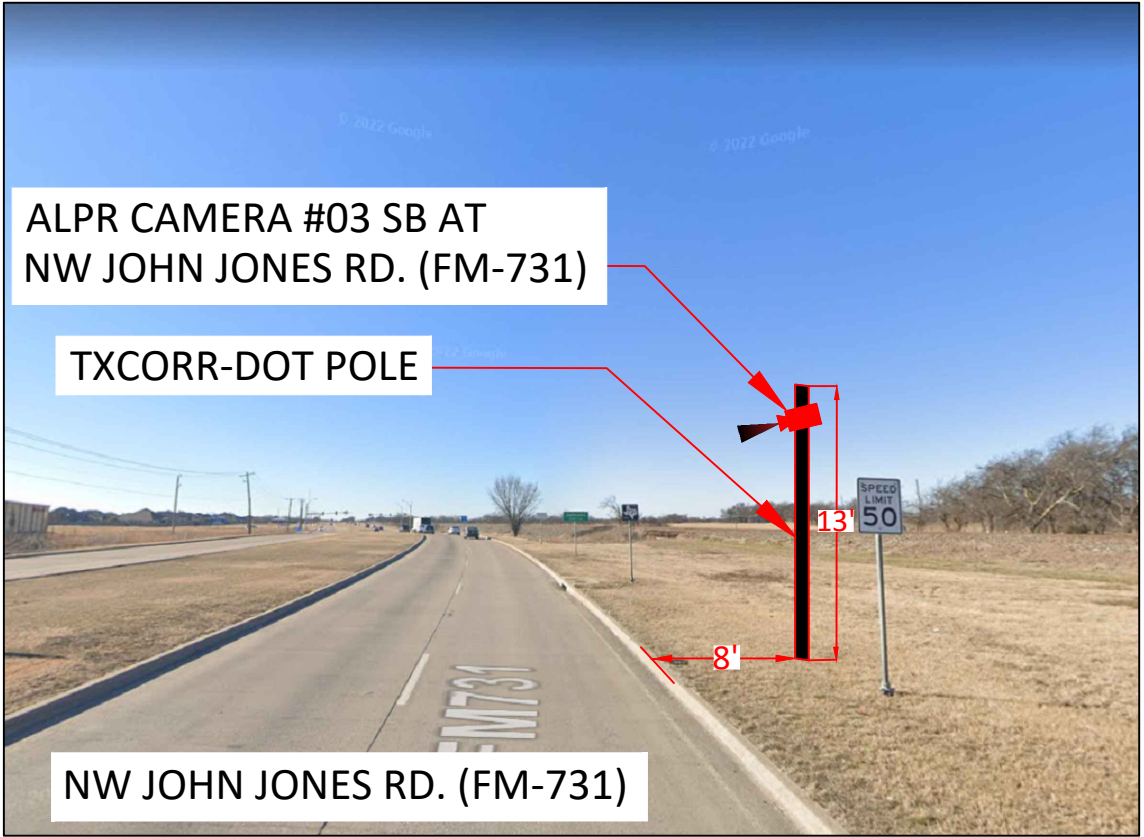
SITE PLAN

AERIAL VIEW



RTE_NBR : FM0731-KG
BEGIN_DFO: 8.185000
END_DFO: 10.797000

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

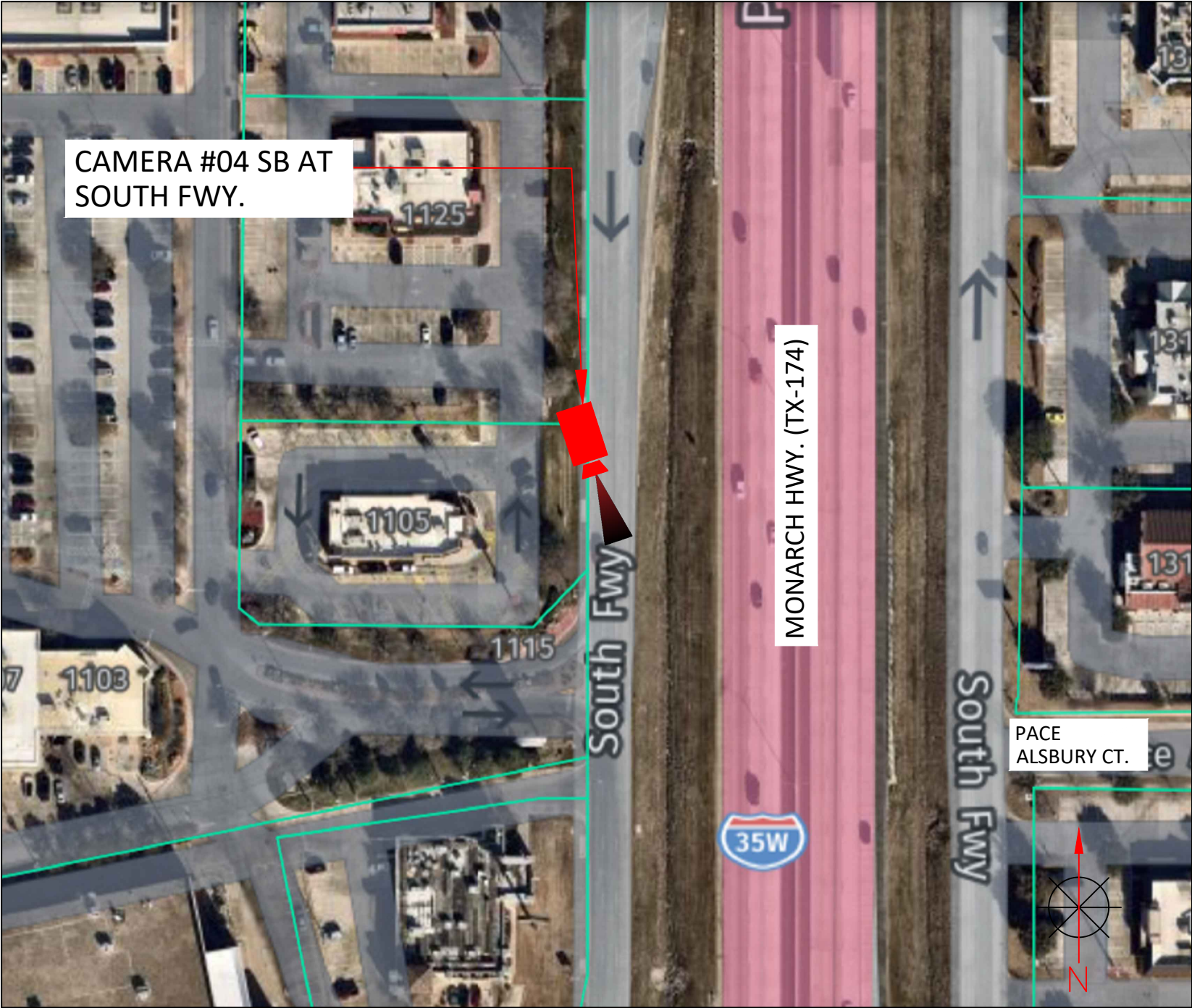
PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	5 OF 11

Exhibits A-C

SITE ADDRESS:
1105 N BURLESON BLVD.,
BURLESON TX 76028 USA

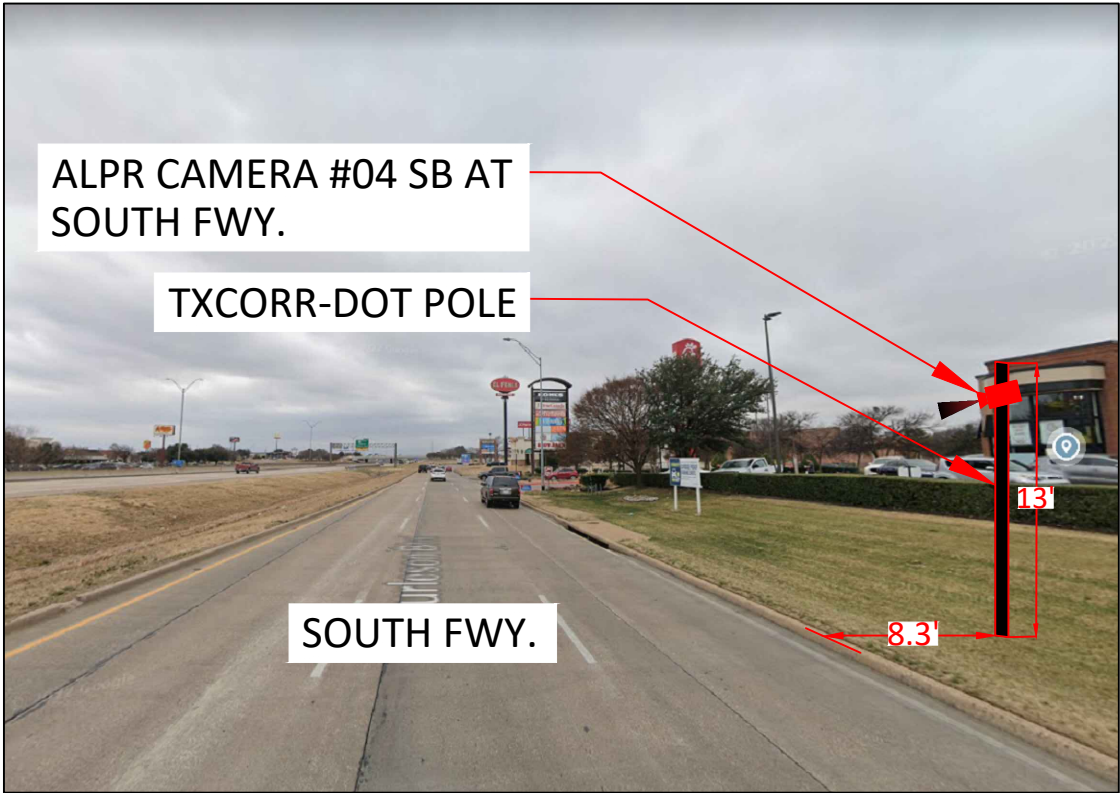
SITE PLAN

AERIAL VIEW



RTE_NBR : 35
BEGIN_DFO: 0
END_DFO: 85.461

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

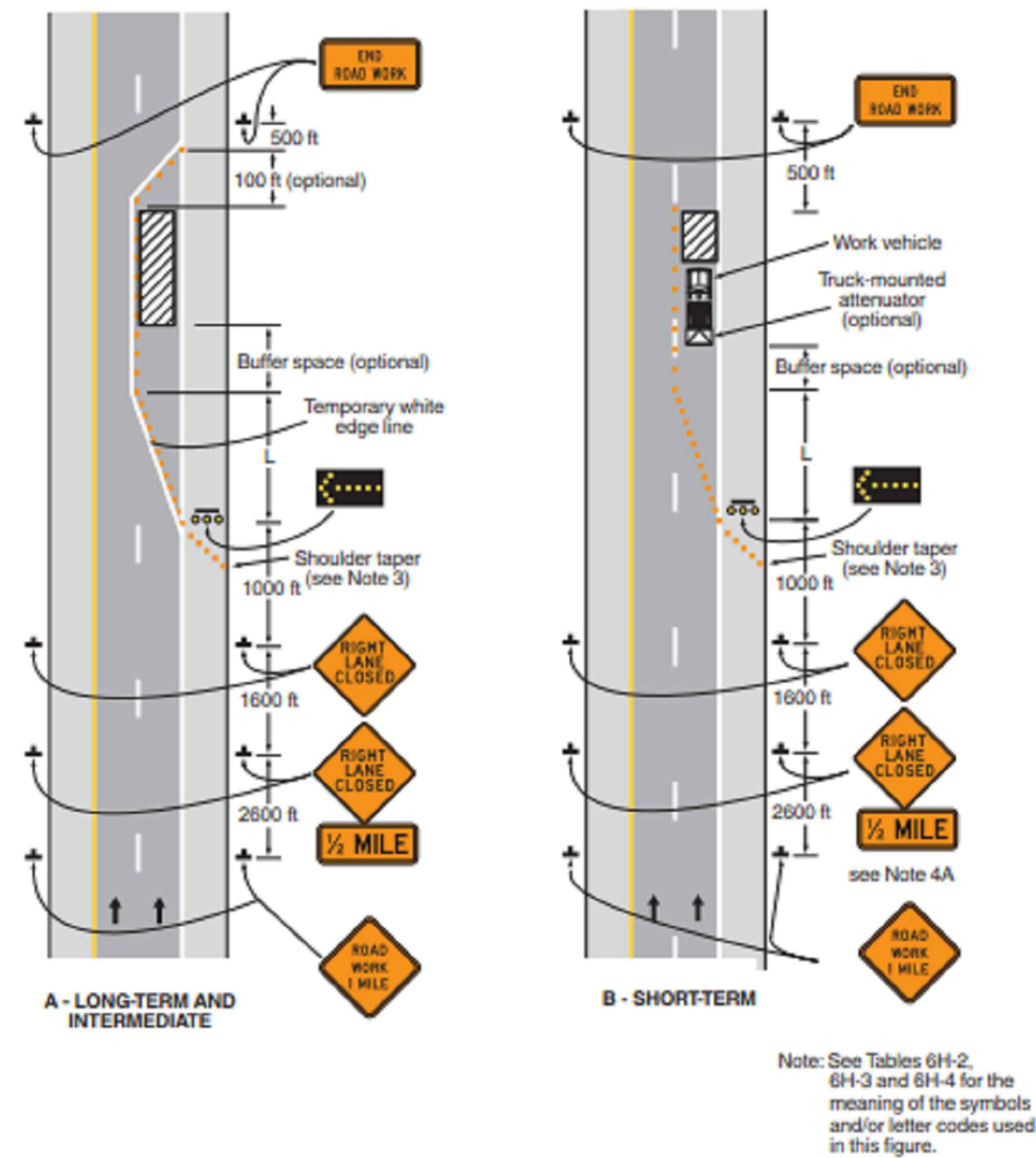
TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	6 OF 11

Exhibits A-C

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)



Typical Application 33

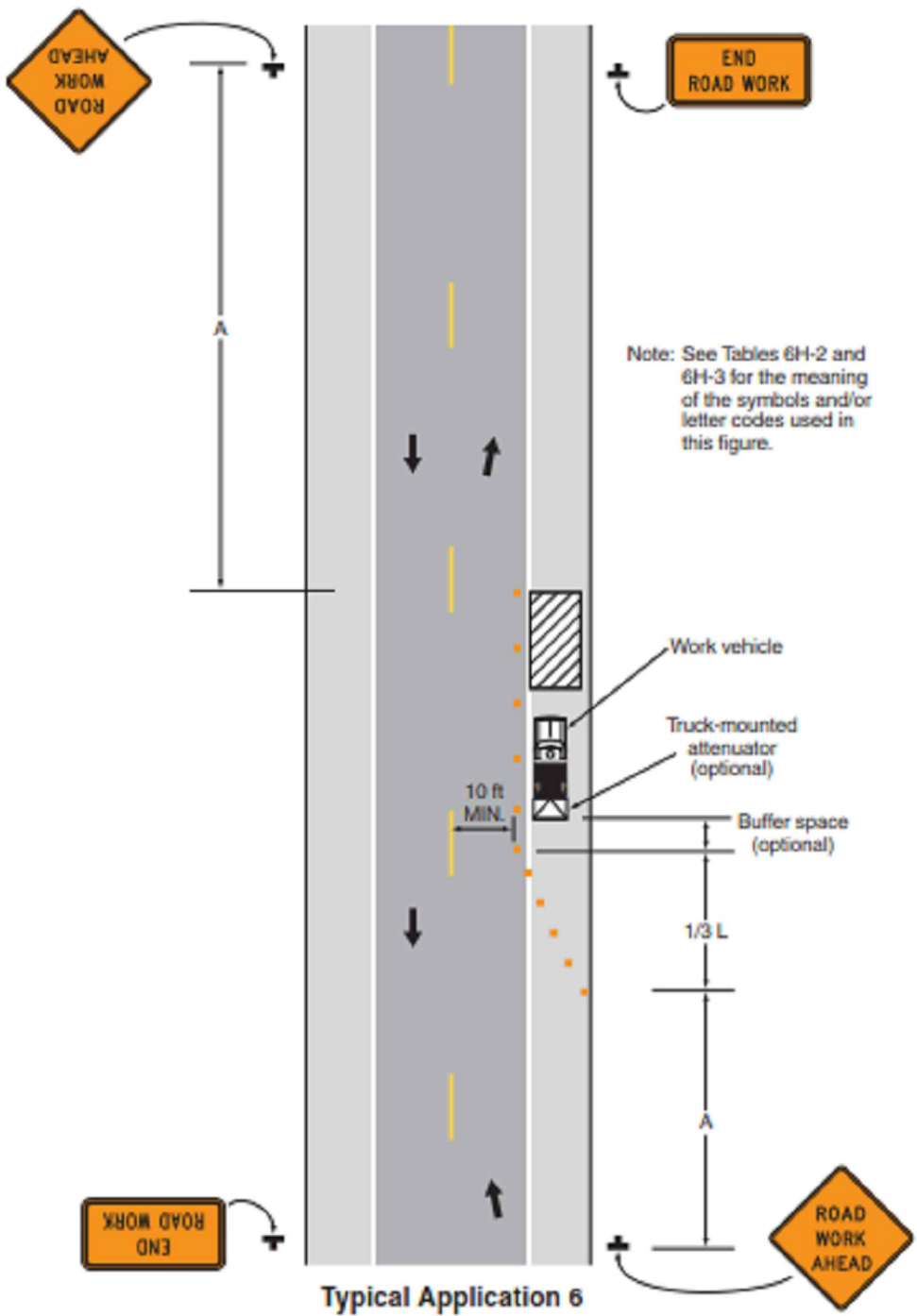
TYPICAL APPLICATION APPLIES TO:

CAMERA #01 ON NE WILSHIRE BLVD. (TX-174) (SOUTHBOUND) BETWEEN NW HILLERY ST. AND HAMPTON PL.

CAMERA #04 ON SOUTH FWY. (SOUTHBOUND) BETWEEN PACE ALSBURY CT. AND MCALISTER RD.

<div>flock safety</div>	REV	DESCRIPTION	DATE	BY	TITLE: TRAFFIC CONTROL PLAN	<div>PLANS PREPARED BY: CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006</div>	<div>PROJ#: 292910 DRAWN BY: AMANDEEP SINGH CHECKED BY: RAMAN DEEP SINGH APPROVED BY: DANNY CAMPOS DATE: 02/10/2023 SHEET: 7 OF 11</div>
					SCOPE OF WORK: TXDOT		
					ALPR CAMERA INSTALLATION		

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



TYPICAL APPLICATION APPLIES TO:

CAMERA #02 ON SW WILSHIRE BLVD. (TX-174)
(NORTHBOUND) BETWEEN CLUB HOUSE DR.
AND HAWKS RDG TRL.

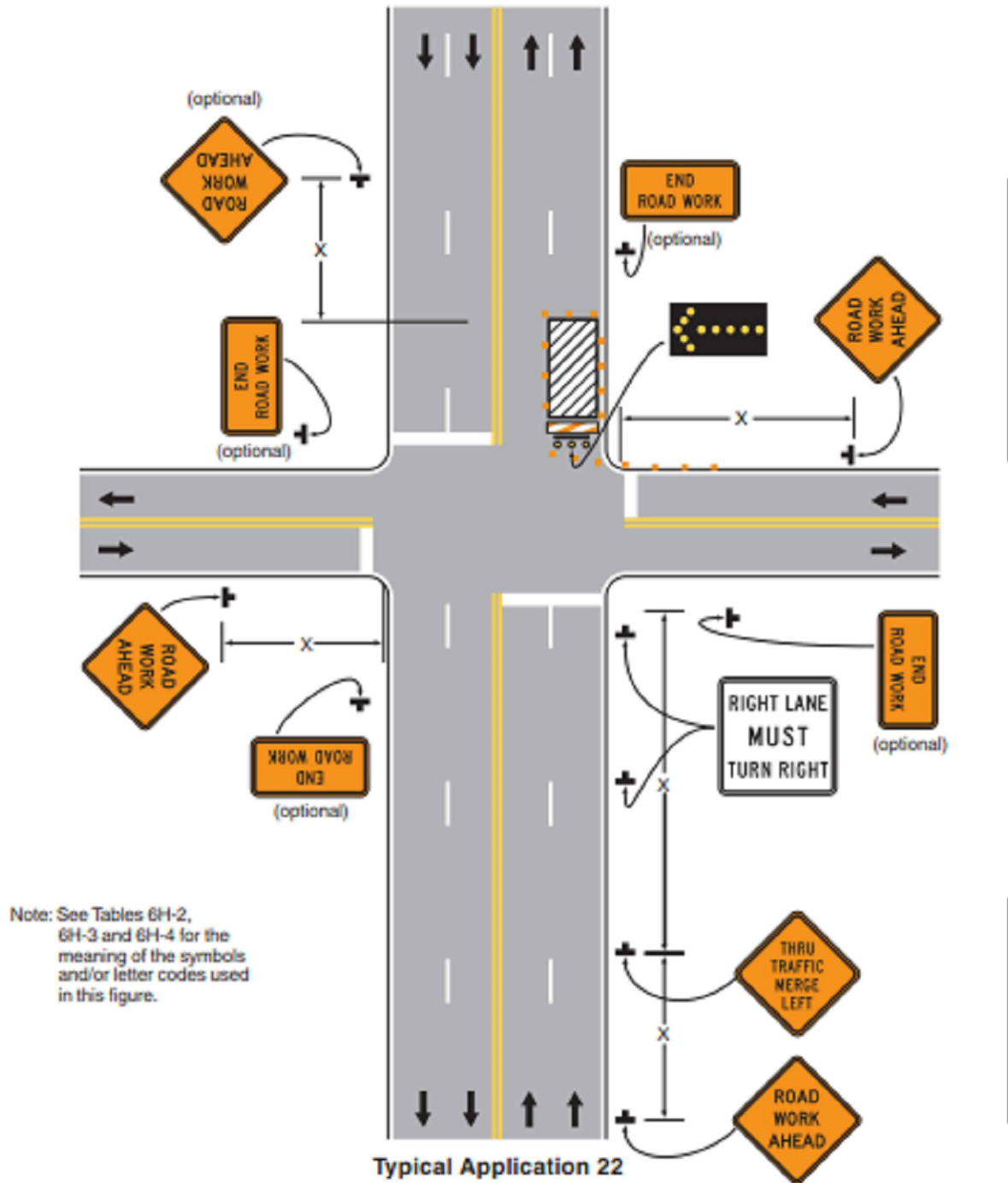
REV	DESCRIPTION	DATE	BY

TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	8 OF 11

Figure 6H-22. Right-Hand Lane Closure on the Far Side of an Intersection (TA-22)



December 2011

Sect. 6H.01

TYPICAL APPLICATION APPLIES TO:

CAMERA #03 ON NW JOHN JONES DR. (FM-731)
(SOUTHBOUND) BETWEEN CROWLEY RD. AND
NW SUMMERCREST BLVD.

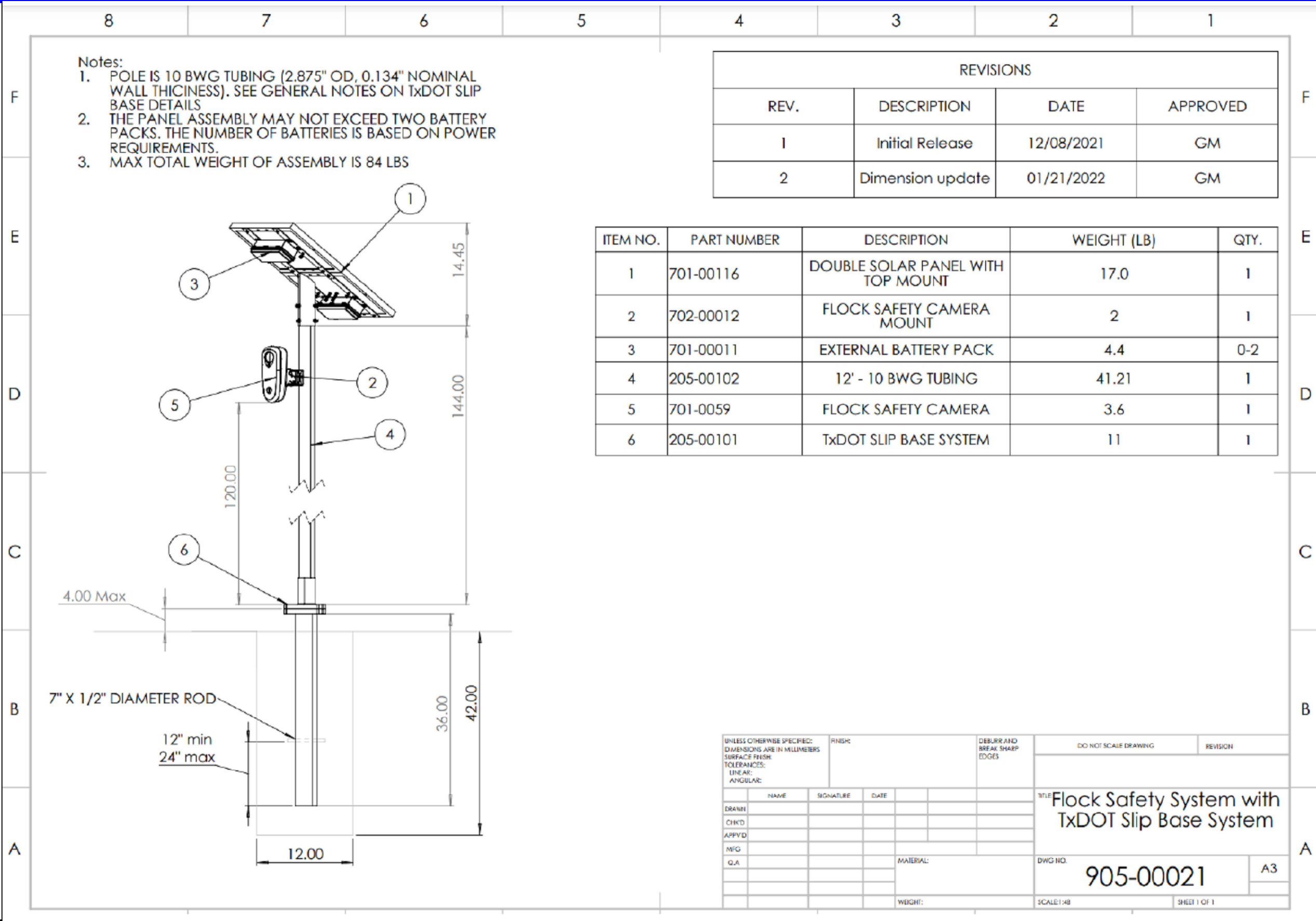
flock safety

REV	DESCRIPTION	DATE	BY

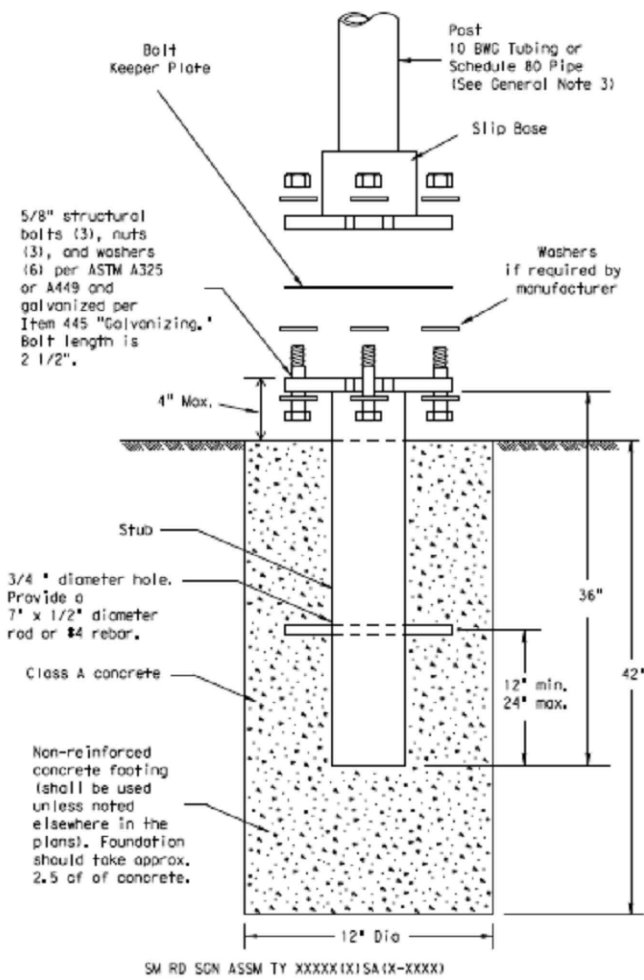
TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:	CHC A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006
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PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
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APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	9 OF 11



TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



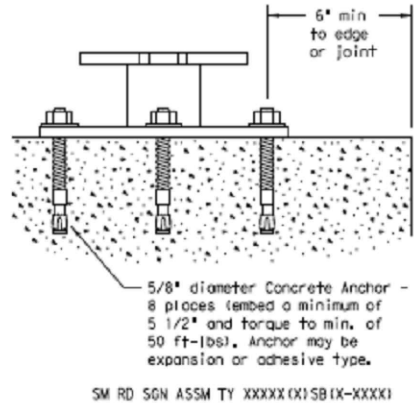
NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems, http://www.txdot.gov/business/producer_list.htm. The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

- GENERAL NOTES:**
- Slip base shall be permanently marked to indicate manufacturer, Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
 - Material used as post with this system shall conform to the following specifications:
10 BWG Tubing (2.875" outside diameter)
0.134" nominal wall thickness
Seamless or electric-resistance welded steel tubing or pipe
Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
Other steels may be used if they meet the following:
55,000 PSI minimum yield strength
70,000 PSI minimum tensile strength
20% minimum elongation in 2"
Wall thickness (uncoated) shall be within the range of 0.122" to 0.136"
Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
Galvanization per ASTM A123 or ASTM A653 G210. For pre-coated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
Schedule 80 Pipe (2.875" outside diameter)
0.276" nominal wall thickness
Steel tubing per ASTM A500 Gr C
Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
46,000 PSI minimum yield strength
62,000 PSI minimum tensile strength
21% minimum elongation in 2"
Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
Galvanization per ASTM A123
 - See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
 - Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

- ASSEMBLY PROCEDURE**
- Foundation**
- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
 - The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
 - Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
 - Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
 - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.
- Support**
- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
 - Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per BMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM
SMD(SLIP-1)-08

©TxDOT July 2002	CHN TxDOT	CHN TxDOT	CHN TxDOT	CHN TxDOT
9-08	REVISED	CONF	SECT	JOB
				ROADWAY
				COUNTY
				SHEET NO.

flock safety

REV	DESCRIPTION	DATE	BY	TITLE:
				POLE DETAILS
				SCOPE OF WORK:
				TXDOT
				ALPR CAMERA INSTALLATION

PLANS PREPARED BY:	PROJ#: 292910
A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	DRAWN BY: AMANDEEP SINGH
	CHECKED BY: RAMAN DEEP SINGH
	APPROVED BY: DANNY CAMPOS
	DATE: 02/10/2023 SHEET: 11 OF 11

Exhibits A-C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TCIS - The Complete Insurance Source P. O. Box 1299 Fayetteville GA 30214-6299	CONTACT NAME: Tiffany Miller PHONE (A/C, No, Ext): 770-371-8257 E-MAIL ADDRESS: tiffany@complete-insurance.com FAX (A/C, No): 770-371-1999
INSURED Flock Group Inc DbA Flock Safety 1170 Howell Mill Rd NW Ste 210 Atlanta GA 30318	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 36161

COVERAGES

CERTIFICATE NUMBER: 1224177916

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	630 6T343807	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810 6T343696	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 6T386924	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	UB 6T346569	8/23/2022	8/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions and Cyber			ZPL 91N55329	8/23/2022	8/23/2023	Per Occ/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies, agents, and volunteers are included as additional insureds on General Liability and Commercial Auto when required by written contract per forms CGD4170219 and CAT4740216. Coverage is Primary and Noncontributory when required by written contract per form CGT1000219. Waiver of Subrogation applies in favor of Certificate holder on General Liability, Commercial Auto and Workers Compensation per forms CGD4170219, CAT4740216 and WC00031300. Umbrella follows form. All policies are subject to a 30-day notice of cancellation, 10 days for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

Texas Department of Transportation; Attn Contract Services Office
125 E 11th St
Austin TX 78701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Burleson _____, hereinafter called City of Burleson _____, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the 3rd day of April, 20 23, the governing body for the City of Burleson entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the City of Burleson's participation in this agreement with the State; and

WHEREAS, the City of Burleson has requested the State to permit the construction, maintenance and operation of a public Flock Automatic License Plate Readers (ALPR) on the highway right of way, (ROADWAY *See Attached CONTROL SECTION NO. *See Att). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City of Burleson will enter into agreements with the State for the purpose of determining the respective responsibilities of the City of Burleson and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

City of Burleson will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Burleson shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Burleson and found not to comply with ADA or TAS shall be corrected at the entire expense of the City of Burleson

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Burleson. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Burleson has failed to comply with these responsibilities, it will perform the necessary work and charge City of Burleson the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Burleson shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Burleson shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Burleson for the use of the facility under this agreement, the City of Burleson will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Burleson must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City of Burleson 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City of Burleson _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City of Burleson _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City of Burleson _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City of Burleson _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City of Burleson _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Burleson WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 2023, THE City of Burleson (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Burleson. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Burleson shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Burleson, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Burleson shall include TxDOT as an additional insured by endorsement in City of Burleson's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Burleson's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Burleson shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Burleson, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

City of Burleson shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Burleson must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Burleson if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	City of Burleson
Maintenance Division	Police Department
125 East 11th Street	1161 SW Wilshire Blvd.
Austin, Texas 78701-2483	Burleson, Texas 76028

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

City of Burleson on the 3rd day of April, 20 23, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

City of Burleson

(Name of other party)

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

By: _____
Signature

Chris Fletcher

Printed Name

By: _____
Director, Maintenance Division

Mayor

Title

Printed Name

City of Burleson

Agency

Date

City Secretary's Office 817-426-9660

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

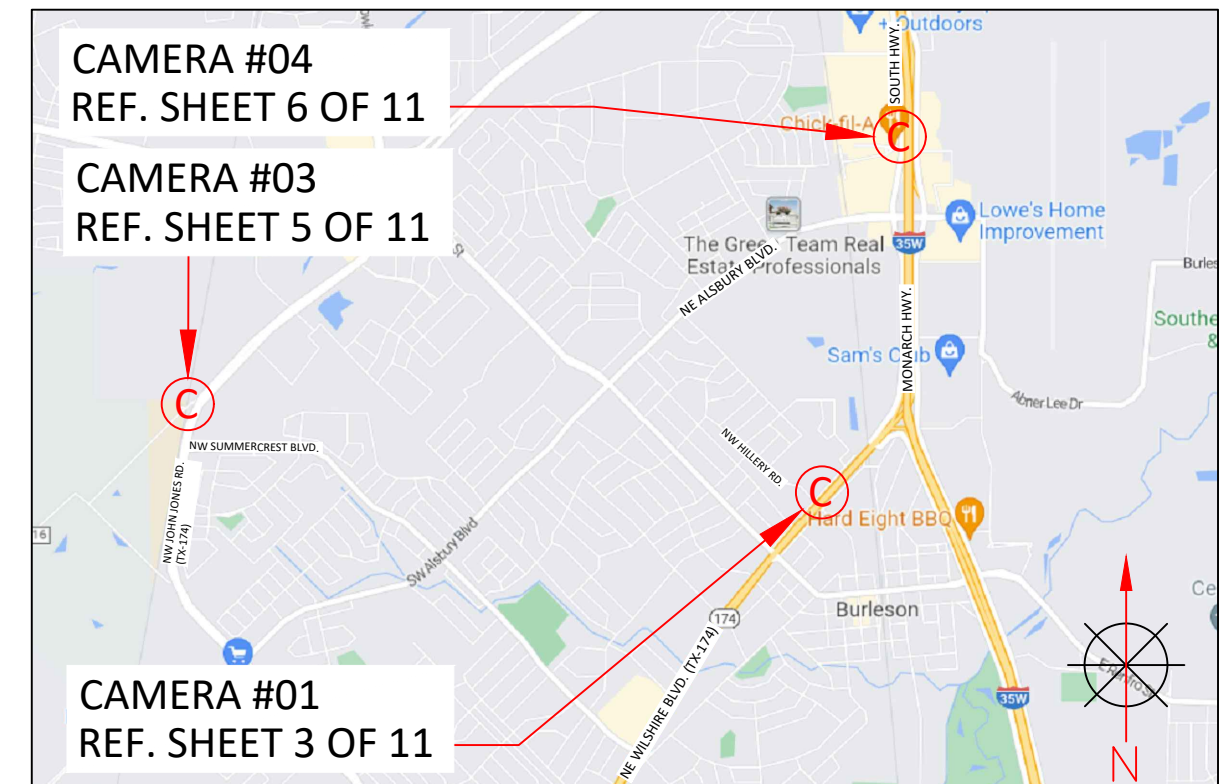
STATE OF TEXAS
TAXES DEPARTMENT OF TRANSPORTATION (TXDOT)
SUBMITTED BY BURLESON
POLICE DEPARTMENT
AUTOMATIC LICENSE PLATE READING
(ALPR) CAMERAS PERMIT


flock safety

INDEX OF DRAWINGS

- SHEET 1: COVER SHEET AND CAMERA LOCATION MAP
- SHEET 2: GENERAL NOTES AND CAMERA LOCATION INFORMATION
- SHEET 3-6: SITE PLAN
- SHEET 7-9: TRAFFIC CONTROL PLAN
- SHEET 10-11: POLE DETAILS

LOCATION / VICINITY MAP



flock safety	REV	DESCRIPTION	DATE	BY	TITLE:	COVER SHEET AND CAMERA LOCATION MAP	PLANS PREPARED BY:  CHC A CONGRUEX* COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006	PROJ#: 292910	
								DRAWN BY: AMANDEEP SINGH	
								CHECKED BY: RAMAN DEEP SINGH	
								APPROVED BY: DANNY CAMPOS	
								DATE: 02/10/2023 SHEET: 1 OF 11	
					SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION			

Exhibits A-C

GENERAL NOTES ,TRAFFIC DESIGN TABLES AND CAMERA LOCATION INFORMATION

1. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (FHWA) AND STATE STANDARD PLANS.
2. NO LANE CLOSURES PERMITTED BEFORE 9:00AM AND AFTER 3:00PM.
3. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.
4. TEMPORARY NO PARKING SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.
5. ALL CONFLICTING SIGNS, STRIPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.
6. TRAFFIC DIRECTION THROUGH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY THE CITY OF BURLESON UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER ONLY. SHOULD WORK REQUIRE A SIGNAL TO BE OVERRIDDEN, ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF WORK.

Table 6C-3. Taper Length Criteria for Temporary Traffic Control Zones

Type of Taper	Taper Length
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.33 L
One-Lane, Two-Way Traffic Taper	50 feet minimum, 100 feet maximum
Downstream Taper	50 feet minimum, 100 feet maximum

Note: Use Table 6C-4 to calculate L

Table 6C-2. Longitudinal Buffer Space

Speed* (mph)	Length (Feet)
20	40
25	60
30	90
35	120
40	155
45	195
50	240
55	295
60	350
65	410
70	475
75	540
80	615

* Posted speed Based upon American Association of state Highway and Transportation Officials (AASHTO) braking distance portion of stopping sight distance for wet and level pavements (A Policy on Geometric Design of Highways and Streets, AASHTO, 2004, P. 112). This AASHTO document also recommends adjustments for the effect of grade on stopping and variation for trucks.

Table 6C-1. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (Feet)
Conventional Highway	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55*	500
	60*	600
	65*	700
	70*	800
Expressway or Freeway	75*	900
	80*	1000
	All Speeds	See Typical Applications (Chapter 6H) **



* Distance between signs should be increased to have 1500 feet advance warning (See Section 6C.04.07)
** Distance between signs should be increased to have 1/2 mile or more advance warning. (See Section 6C.04.05)

Table 6C-4. Merging Taper Lengths and Spacing of Channelizing Devices

Posted Speed	Formula	* Minimum Desirable Taper Lengths			Suggested maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a taper	On a tangent
30	$L = WS^2 / 60$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* Taper lengths have been rounded off.
L = Length of Taper (Feet) W = Width of Offset (Feet) S = Posted Speed (MPH)

CAMERA NO.	LOCATIONS			
	STREET	DIRECTION	LATITUDE, LONGITUDE	POLE
01	NE WILSHIRE BLVD. (TX-174)	SOUTHBOUND	32.548060739394487, -97.324530768109312	TXCORR-DOT POLE
02	SW WILSHIRE BLVD. (TX-174)	NORTHBOUND	32.493261159985956,-97.3713899557023	TXCORR-DOT POLE
03	NW JOHN JONES RD. (FM-731)	SOUTHBOUND	32.552830282320414, -97.36431397051463	TXCORR-DOT POLE
04	SOUTH FWY.	SOUTHBOUND	32.567183179820617, -97.319406496837047	TXCORR-DOT POLE

	REV	DESCRIPTION	DATE	BY	TITLE: GENERAL NOTES AND CAMERA LOCATION INFORMATION	<div>PLANS PREPARED BY:  A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949)250-0004 /FAX (949)250-0006</div>	PROJ#: 292910
					SCOPE OF WORK: TXDOT ALPR CAMERA INSTALLATION		DRAWN BY: AMANDEEP SINGH
							CHECKED BY: RAMAN DEEP SINGH
							APPROVED BY: DANNY CAMPOS

SITE ADDRESS:
358 NW HILLERY ST.,
BURLESON TX 76028 USA

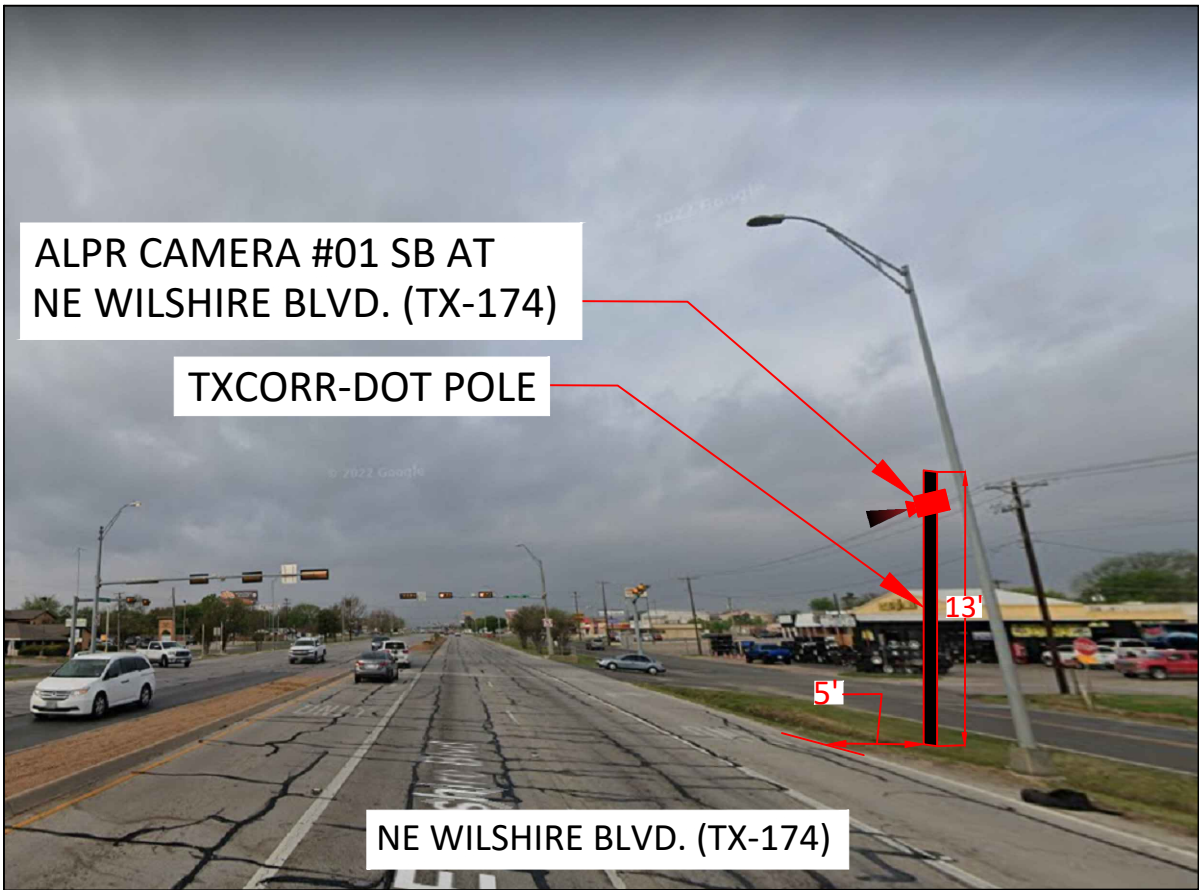
SITE PLAN

AERIAL VIEW



RTE_NBR : 174
BEGIN_DFO: 0
END_DFO: 14.095

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	3 OF 11

SITE ADDRESS:
425 CLUBHOUSE DR.,
BURLESON TX 76028 USA

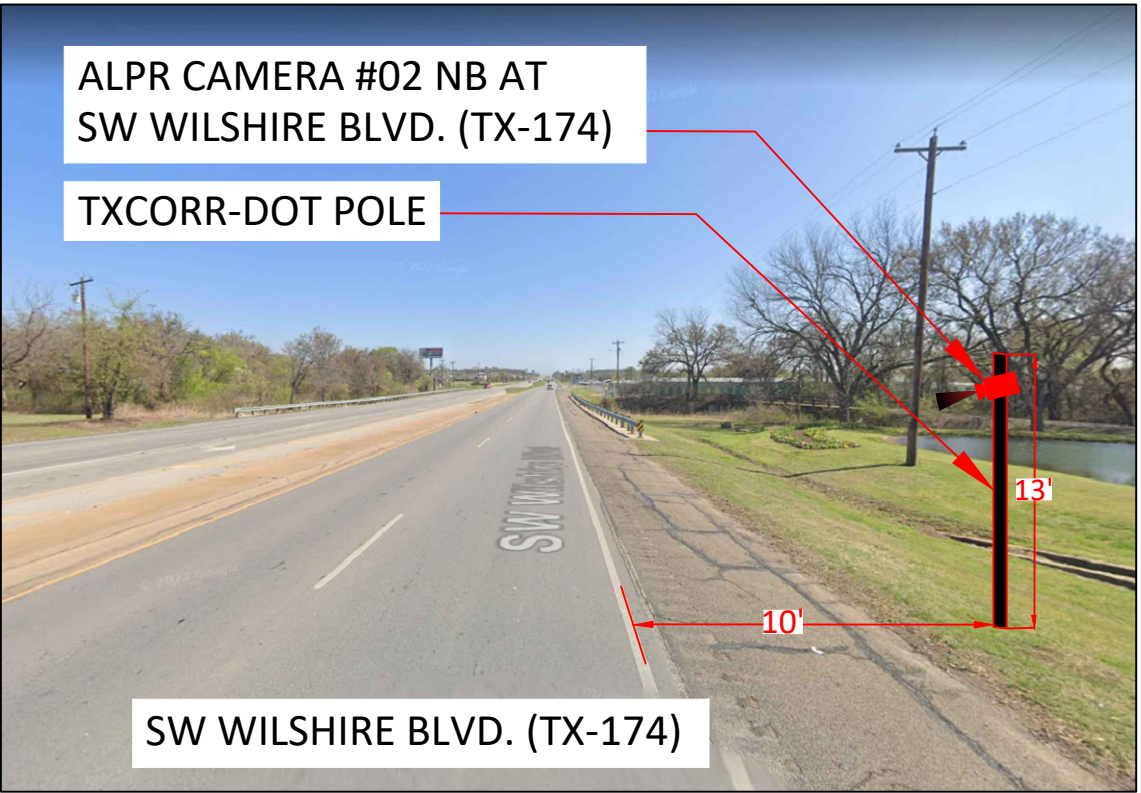
SITE PLAN

AERIAL VIEW



RTE_NBR : 174
BEGIN_DFO: 2.776
END_DFO: 5.836

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	4 OF 11

SITE ADDRESS:
1376 NW SUMMERCREST BLVD.,
BURLESON TX 76028 USA

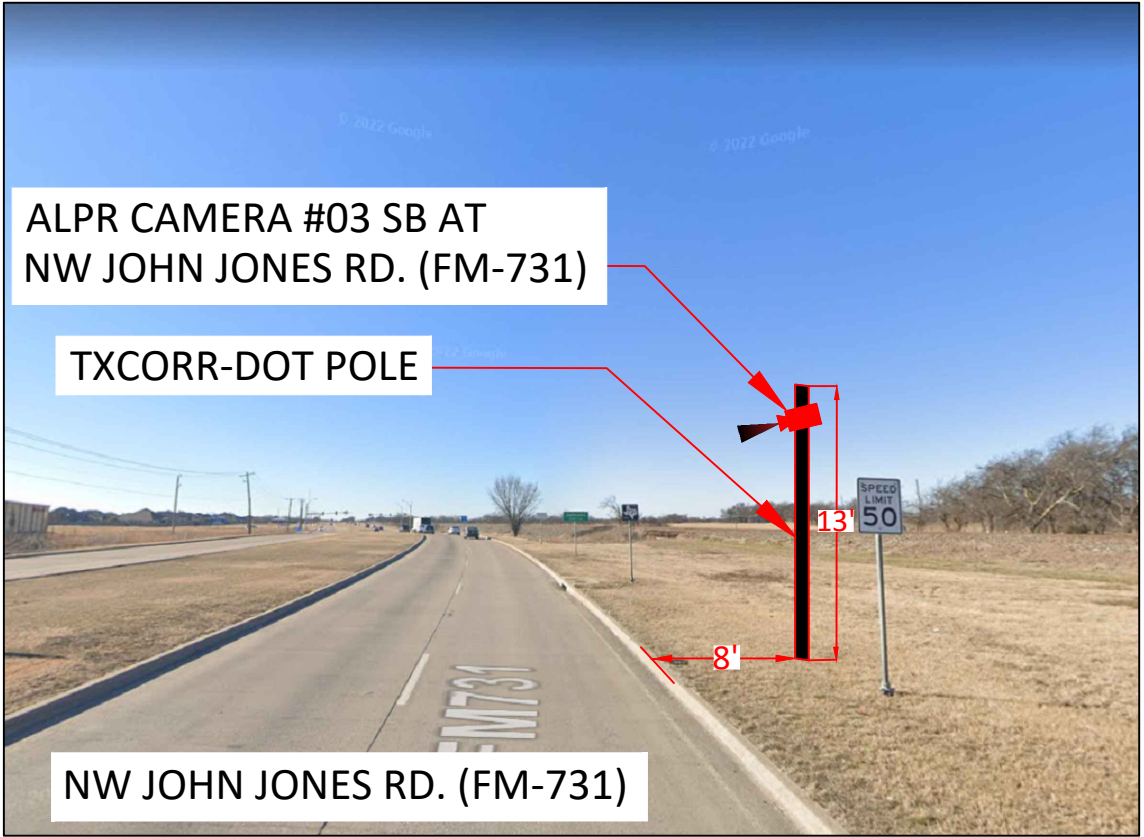
SITE PLAN

AERIAL VIEW



RTE_NBR : FM0731-KG
BEGIN_DFO: 8.185000
END_DFO: 10.797000

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	SITE PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

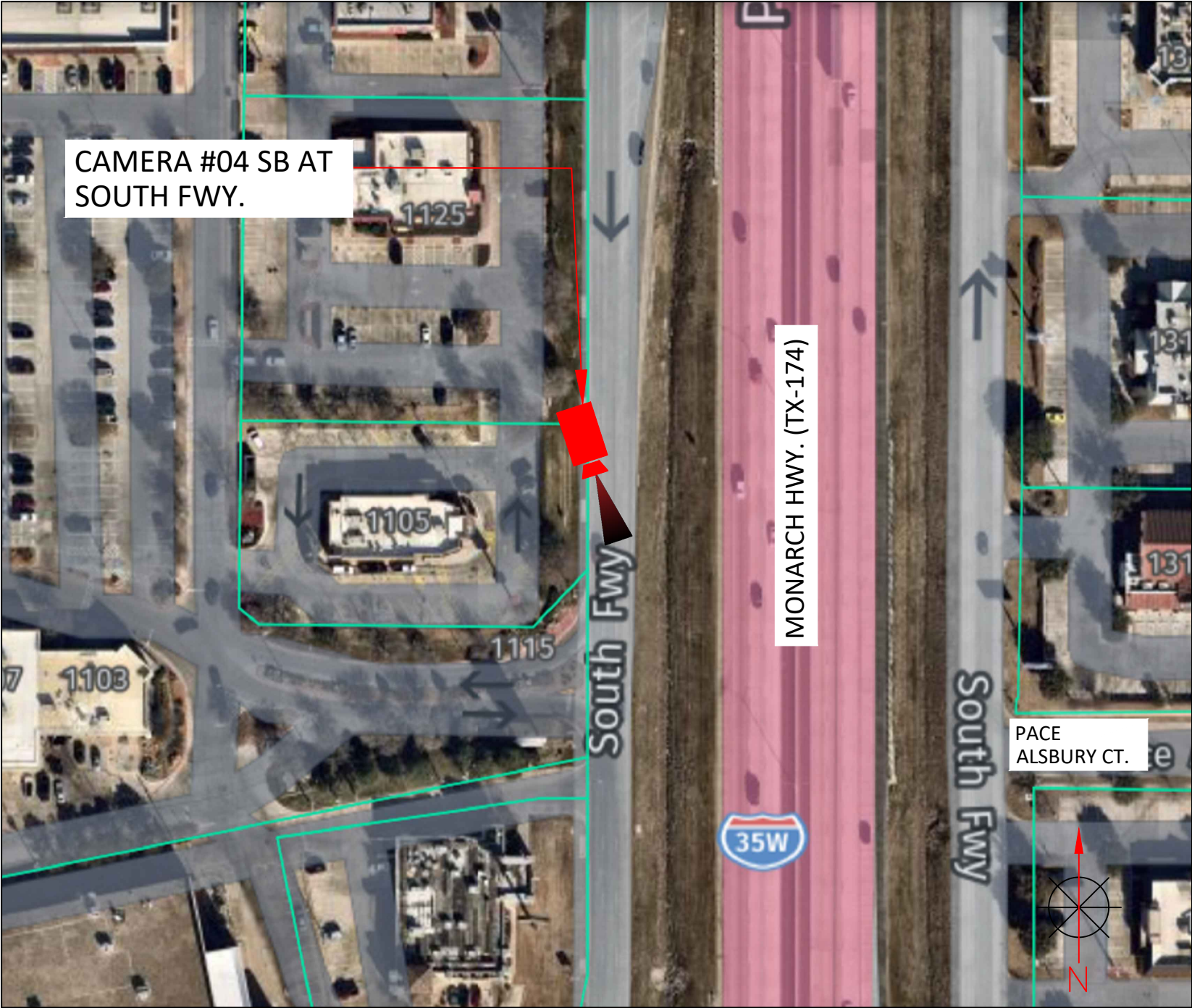
PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	5 OF 11

SITE ADDRESS:
1105 N BURLESON BLVD.,
BURLESON TX 76028 USA

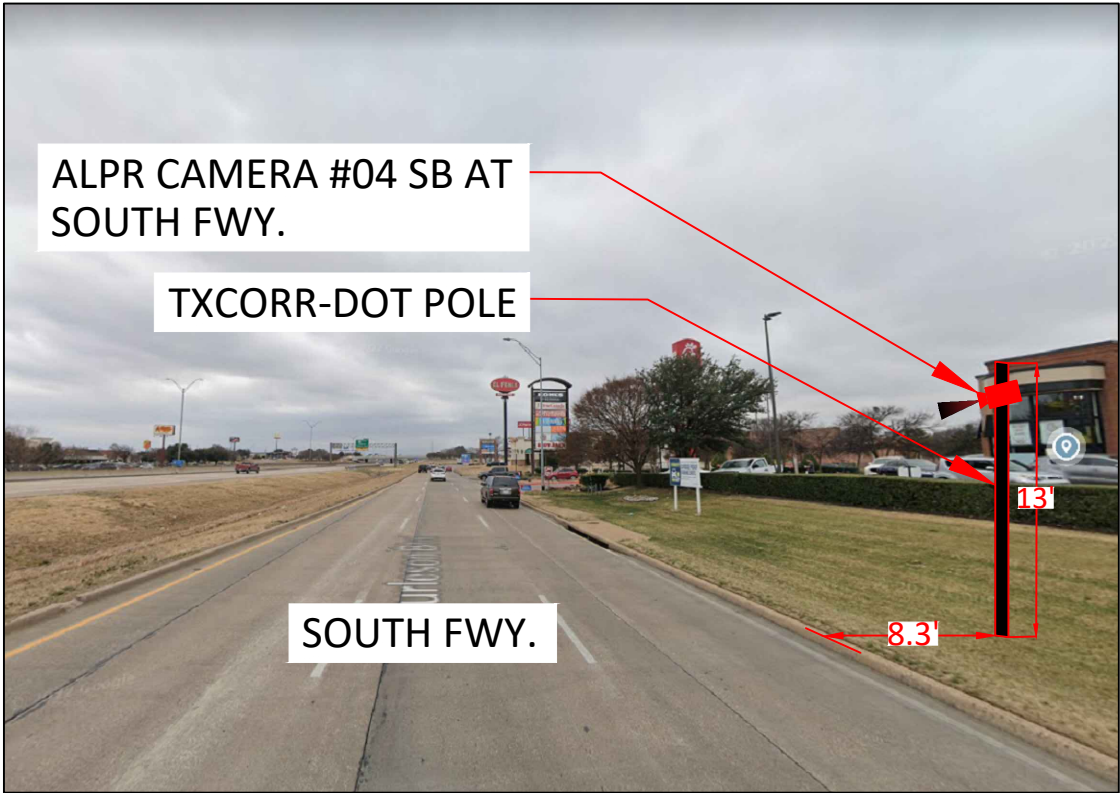
SITE PLAN

AERIAL VIEW



RTE_NBR : 35
BEGIN_DFO: 0
END_DFO: 85.461

STREET VIEW




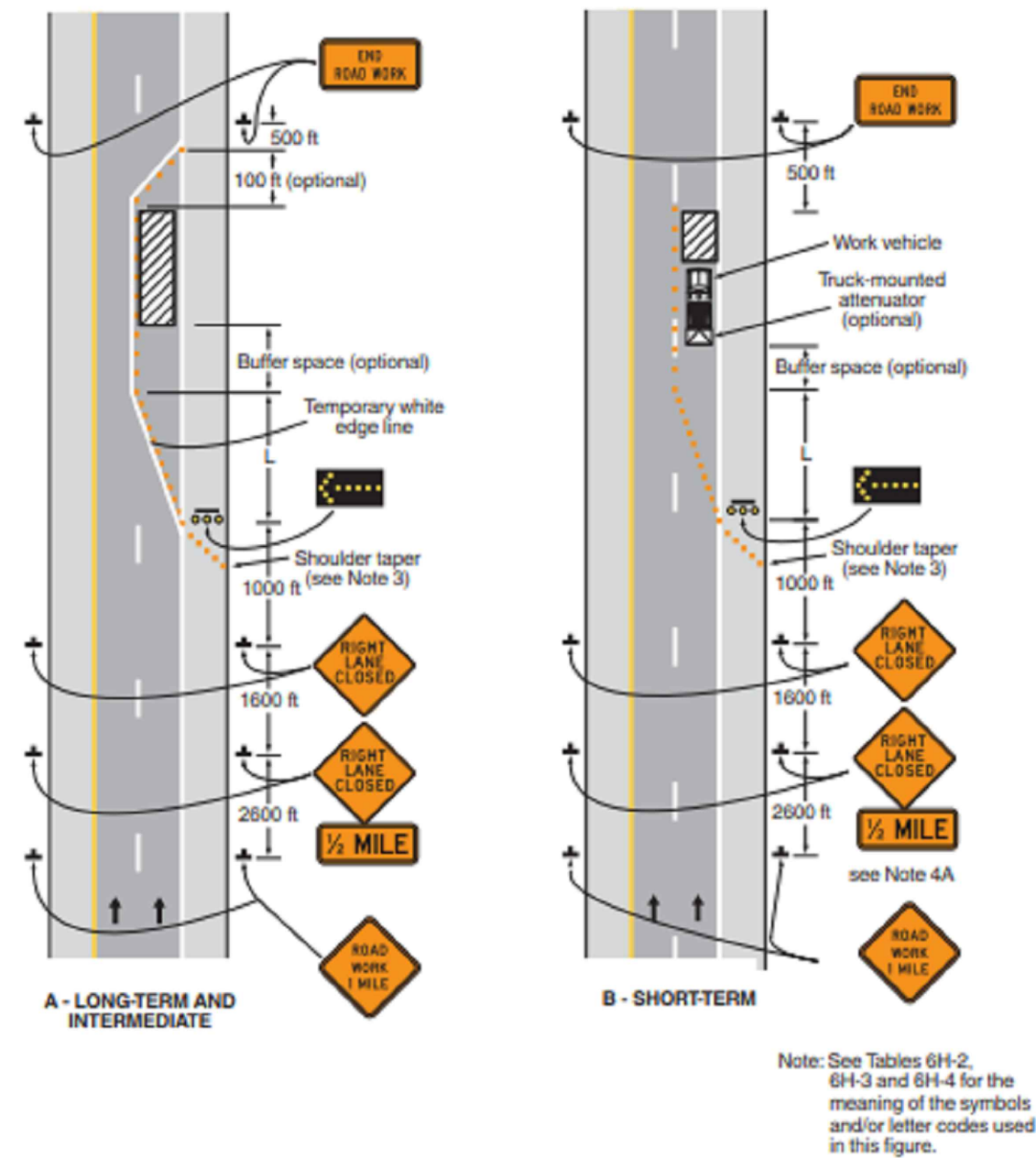
flock safety	REV	DESCRIPTION	DATE	BY	TITLE:	PLANS PREPARED BY: <div>A CONGRUEX COMPANY 9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006</div>	PROJ#: 292910	
					SITE PLAN		DRAWN BY: AMANDEEP SINGH	
					SCOPE OF WORK:		CHECKED BY: RAMAN DEEP SINGH	
					TXDOT		APPROVED BY: DANNY CAMPOS	
					ALPR CAMERA INSTALLATION		DATE: 02/10/2023 SHEET: 6 OF 11	

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)



Typical Application 33

TYPICAL APPLICATION APPLIES TO:

CAMERA #01 ON NE WILSHIRE BLVD. (TX-174)
(SOUTHBOUND) BETWEEN NW HILLERY ST.
AND HAMPTON PL.

CAMERA #04 ON SOUTH FWY. (SOUTHBOUND)
BETWEEN PACE ALSBURY CT. AND MCALISTER RD.

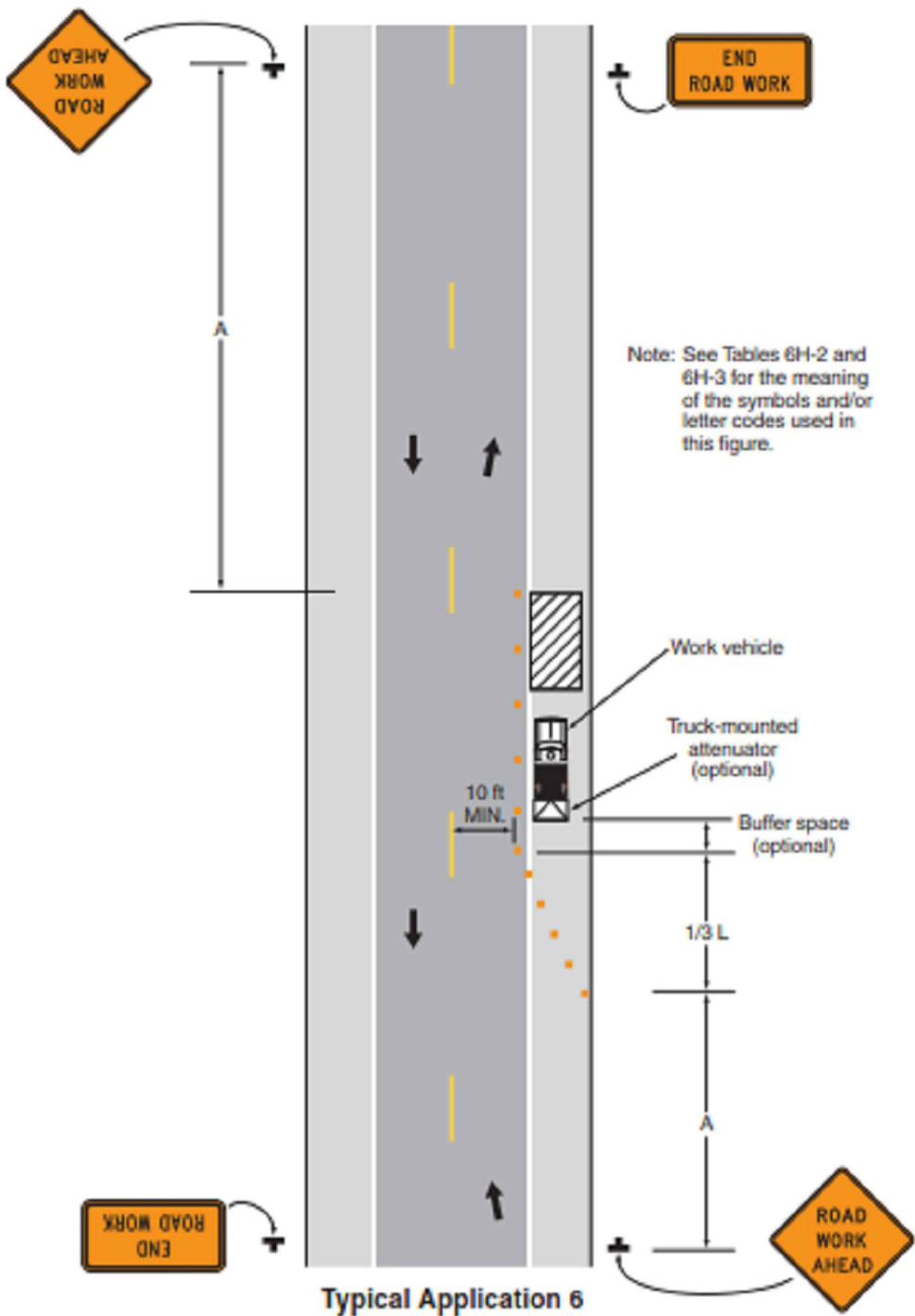
REV	DESCRIPTION	DATE	BY

TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:	CHC
A CONGRUENT COMPANY	9095 Rio San Diego Dr. Ste 165 San Diego, CA 92108-1694 (949) 250-0004 / FAX (949) 250-0006

PROJ#:	292910
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	RAMAN DEEP SINGH
APPROVED BY:	DANNY CAMPOS
DATE:	02/10/2023
SHEET:	7 OF 11

Figure 6H-6. Shoulder Work with Minor Encroachment (TA-6)



TYPICAL APPLICATION APPLIES TO:

CAMERA #02 ON SW WILSHIRE BLVD. (TX-174)
(NORTHBOUND) BETWEEN CLUB HOUSE DR.
AND HAWKS RDG TRL.

December 2009

Sect. 6H.01

flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:

CHC

A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#: 292910

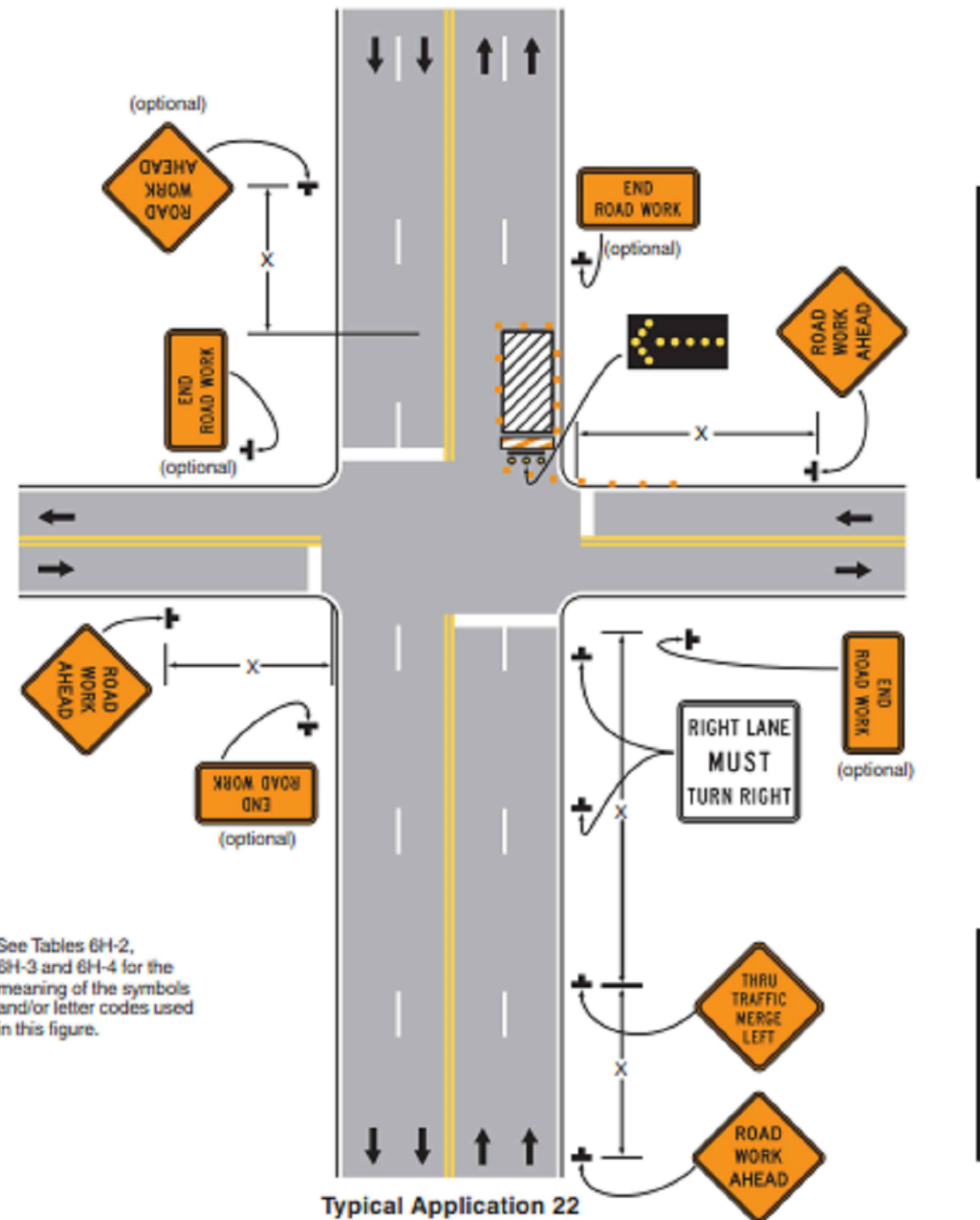
DRAWN BY: AMANDEEP SINGH

CHECKED BY: RAMAN DEEP SINGH

APPROVED BY: DANNY CAMPOS

DATE: 02/10/2023 SHEET: 8 OF 11

Figure 6H-22. Right-Hand Lane Closure on the Far Side of an Intersection (TA-22)



December 2011

Sect. 6H.01

TYPICAL APPLICATION APPLIES TO:

CAMERA #03 ON NW JOHN JONES DR. (FM-731)
(SOUTHBOUND) BETWEEN CROWLEY RD. AND
NW SUMMERCREST BLVD.

flock safety

REV	DESCRIPTION	DATE	BY

TITLE:	TRAFFIC CONTROL PLAN
SCOPE OF WORK:	TXDOT ALPR CAMERA INSTALLATION

PLANS PREPARED BY:

CHC

A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

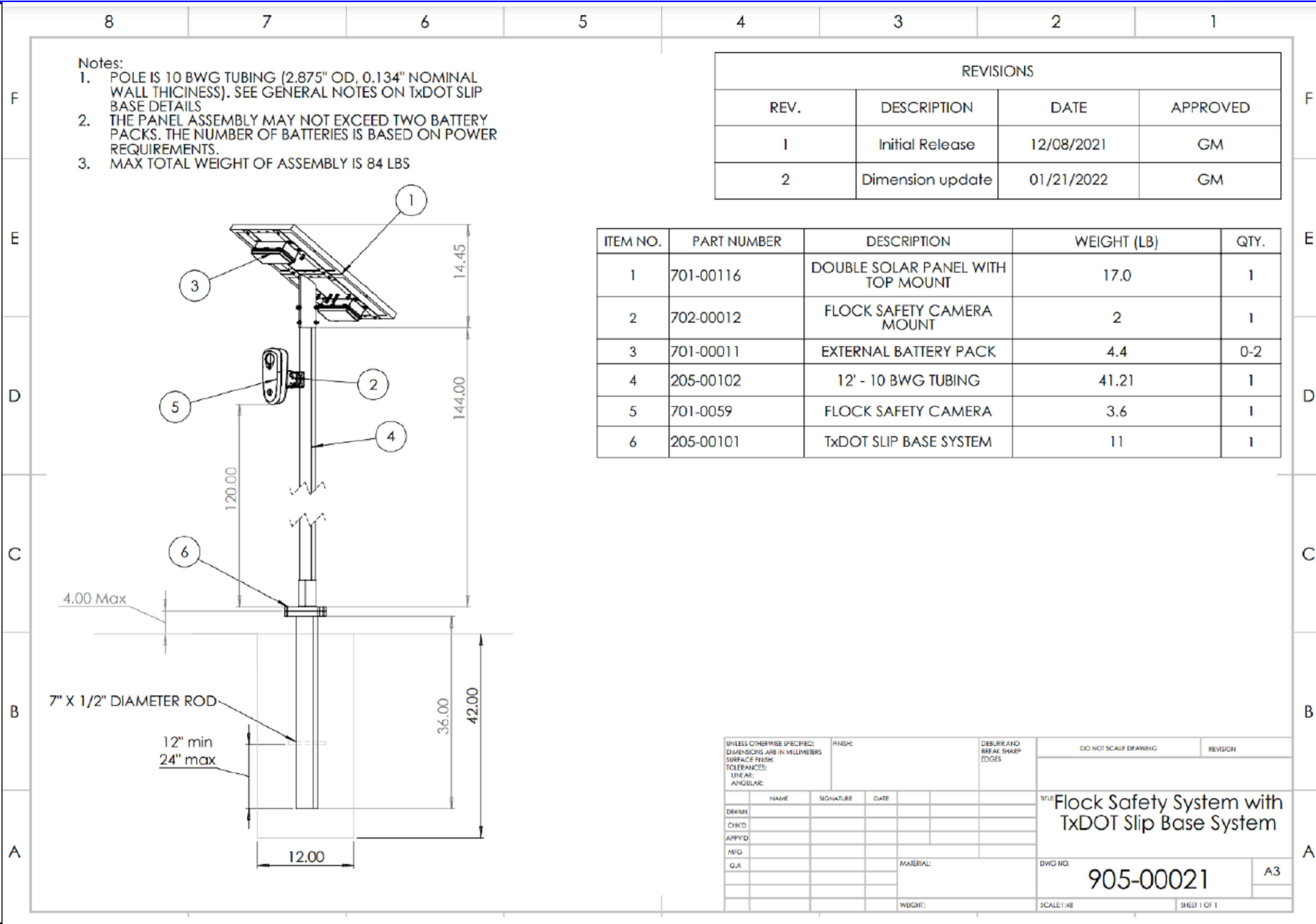
PROJ#: 292910

DRAWN BY: AMANDEEP SINGH

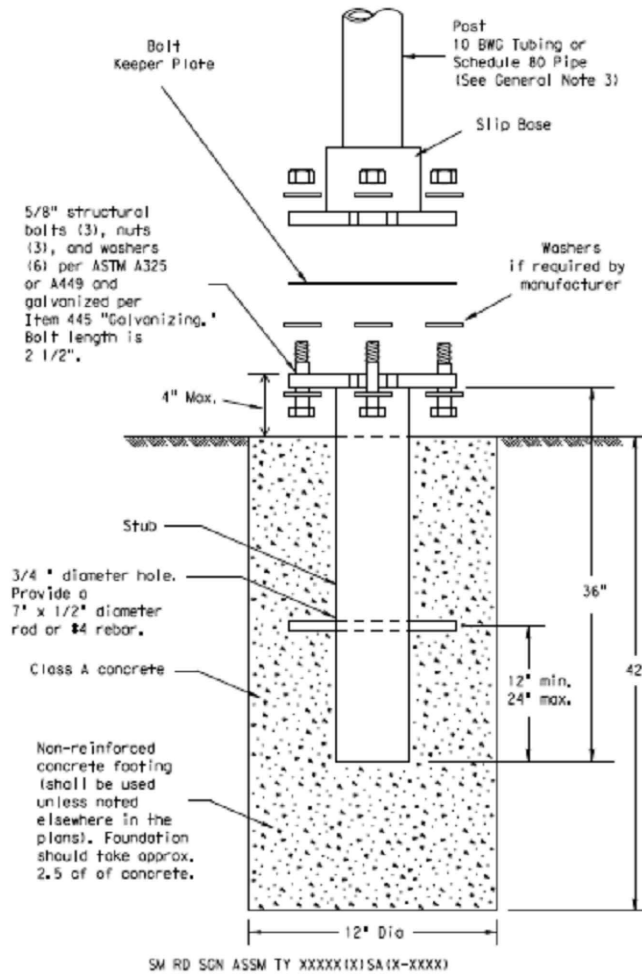
CHECKED BY: RAMAN DEEP SINGH

APPROVED BY: DANNY CAMPOS

DATE: 02/10/2023 SHEET: 9 OF 11



TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems, http://www.txdot.gov/business/producer_list.htm. The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer, Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
- Material used as post with this system shall conform to the following specifications:
 - 10 BWG Tubing (2.875" outside diameter)
 - 0.134" nominal wall thickness
 - Seamless or electric-resistance welded steel tubing or pipe
 - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
 - Other steels may be used if they meet the following:
 - 55,000 PSI minimum yield strength
 - 70,000 PSI minimum tensile strength
 - 20% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.122" to 0.136"
 - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
 - Galvanization per ASTM A123 or ASTM A653 G210. For pre-coated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
 - Schedule 80 Pipe (2.875" outside diameter)
 - 0.276" nominal wall thickness
 - Steel tubing per ASTM A500 Gr C
 - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
 - 46,000 PSI minimum yield strength
 - 62,000 PSI minimum tensile strength
 - 21% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
 - Galvanization per ASTM A123
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

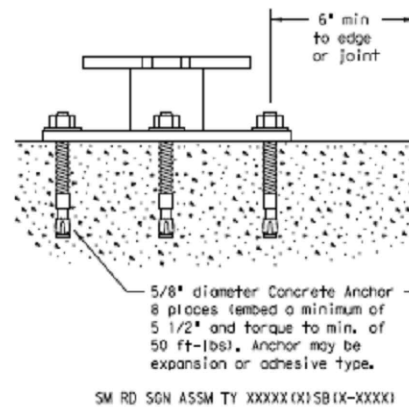
Foundation

- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
- The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
- Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
- Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
- The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per BMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

SIGN MOUNTING DETAILS			
SMALL ROADSIDE SIGNS			
TRIANGULAR SLIPBASE SYSTEM			
SMD(SLIP-1)-08			
©TxDOT July 2002	CHN TxDOT	CHN TxDOT	CHN TxDOT
9-08	REVISED	CONF	SECT
		JOB	REVISION
		COUNTY	SHEET NO.

flock safety

REV	DESCRIPTION	DATE	BY	TITLE:
				POLE DETAILS
				SCOPE OF WORK:
				TXDOT
				ALPR CAMERA INSTALLATION

PLANS PREPARED BY:

CHC

A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949) 250-0004 / FAX (949) 250-0006

PROJ#: 292910

DRAWN BY: AMANDEEP SINGH

CHECKED BY: RAMAN DEEP SINGH

APPROVED BY: DANNY CAMPOS

DATE: 02/10/2023 SHEET: 11 OF 11

Exhibits A-C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TCIS - The Complete Insurance Source P. O. Box 1299 Fayetteville GA 30214-6299	CONTACT NAME: Tiffany Miller PHONE (A/C, No, Ext): 770-371-8257 E-MAIL ADDRESS: tiffany@complete-insurance.com FAX (A/C, No): 770-371-1999
INSURED Flock Group Inc DbA Flock Safety 1170 Howell Mill Rd NW Ste 210 Atlanta GA 30318	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 36161

COVERAGES

CERTIFICATE NUMBER: 1224177916

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	630 6T343807	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810 6T343696	8/23/2022	8/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 6T386924	8/23/2022	8/23/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	Y	UB 6T346569	8/23/2022	8/23/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions and Cyber			ZPL 91N55329	8/23/2022	8/23/2023	Per Occ/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and their officers, directors, employees, divisions, subsidiaries, partners, members, managers, shareholders, affiliated companies, agents, and volunteers are included as additional insureds on General Liability and Commercial Auto when required by written contract per forms CGD4170219 and CAT4740216. Coverage is Primary and Noncontributory when required by written contract per form CGT1000219. Waiver of Subrogation applies in favor of Certificate holder on General Liability, Commercial Auto and Workers Compensation per forms CGD4170219, CAT4740216 and WC00031300. Umbrella follows form. All policies are subject to a 30-day notice of cancellation, 10 days for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

Texas Department of Transportation; Attn Contract Services Office
125 E 11th St
Austin TX 78701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: April 3, 2023

SUBJECT:

Consider approval of a Longitudinal Pipeline Agreement between Union Pacific Railroad Company and the City of Burleson for the use of railroad right-of-way to accommodate public drainage at mile post 236.9 on the Ft. Worth Subdivision at or near Burleson, Johnson County, Texas (Staff Contact: Alex Philips, Economic Development Director)

SUMMARY:

The City of Burleson leases right-of-way (ROW) from Union Pacific Railroad (UPRR) along Main St. in the Old Town district from Eldred St. through and past King St. This lease allows the City to build, maintain parking, lighting and landscape for public use. Due to adjacent development and the need to public drainage improvements in the unimproved portion of the UPRR ROW past King St. a supplemental lease is needed to install and maintain these drainage improvements.

Per their current Chapter 380 and Development Agreement, Realty Capital Management will construct and the City will maintain the following in the UPRR ROW: (2) 24" storm drains, and (5) curb inlets.

The agreement requires a one-time payment of \$28,380. Neither this agreement nor the improvements prevent or hinder the City from making further public parking improvements in the unimproved UPRR ROW.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving agreement

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

N/A

FISCAL IMPACT:

Explain fiscal impact if any

STAFF CONTACT:

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

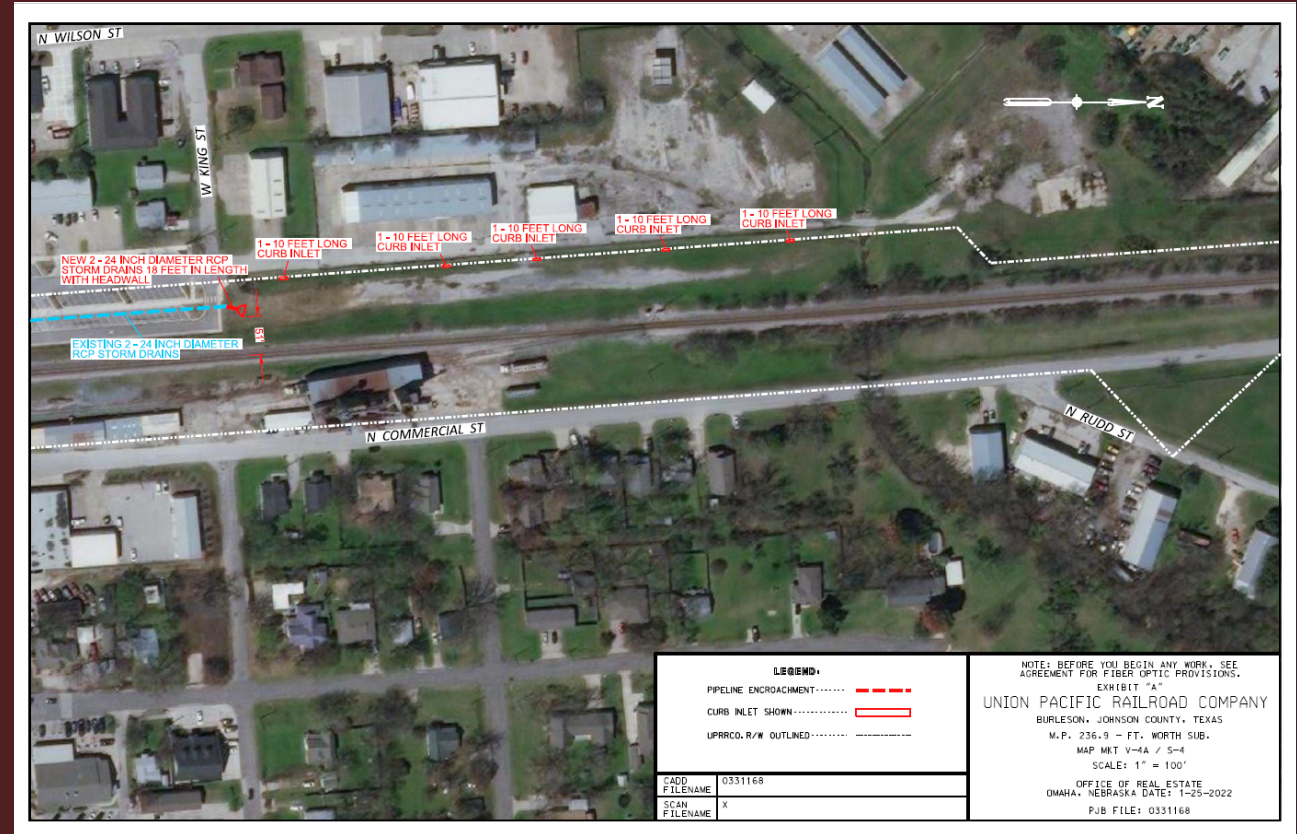
Union Pacific Lease Agreement

Old Town Right-of-Way



Union Pacific Right-of-way

- This agreement supplements existing lease for parking and sidewalks for needed public drainage storm drain and inlets along Main St.
- (2) 24" storm drains and (5) curb inlets will be installed in and adjacent to UP ROW
- City previously agreed to utilize and lease UP ROW to facilitate public improvements
 - Per agreement, RCM will install and City will maintain public infrastructure
- One time fee: \$28,380
- Use of the ROW does not hinder the possibility of future public parking in this area



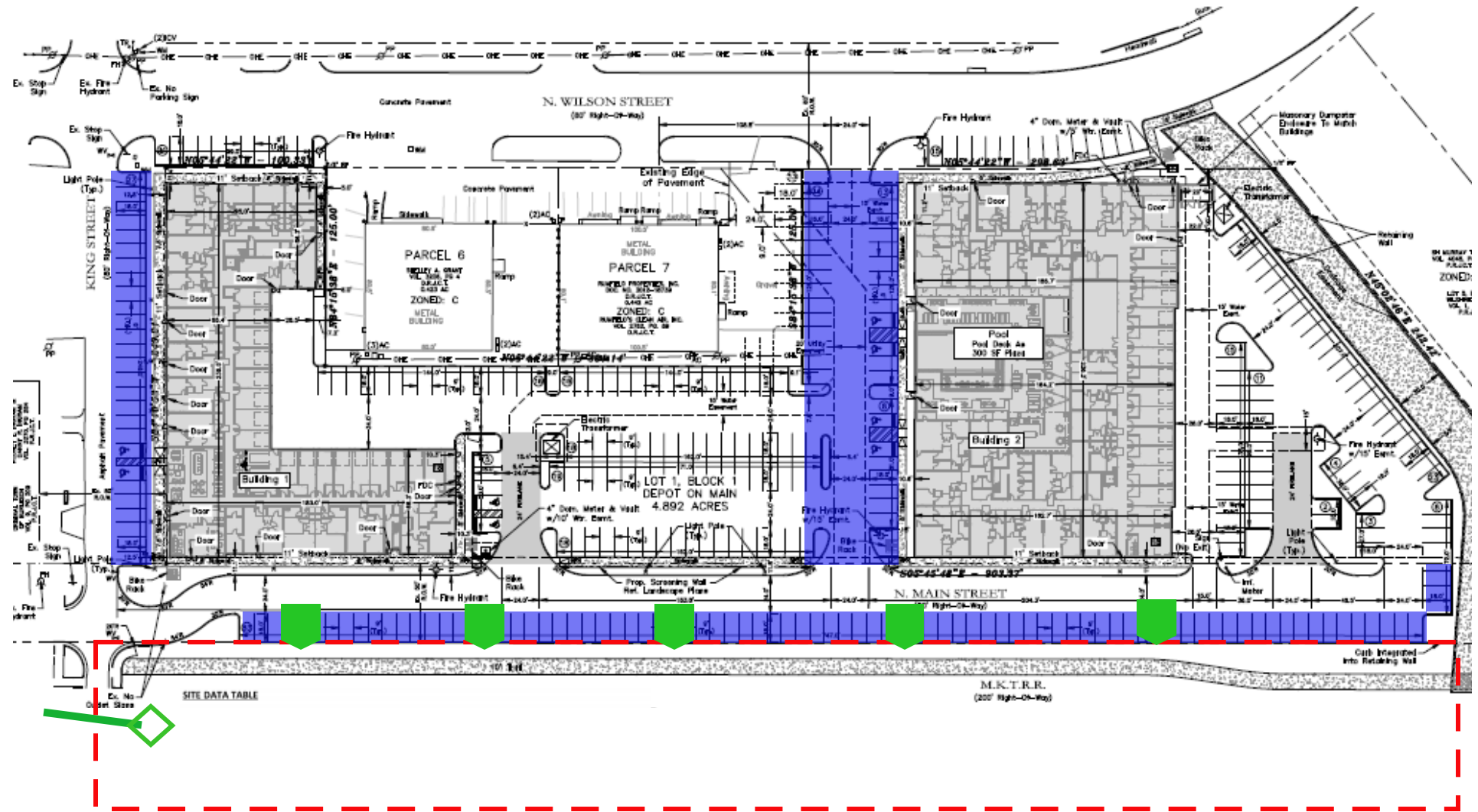
Drainage Improvements and Adjacent Parking

UP ROW

Public Parking

- 152 Spaces

(2) 24" storm drains
(5) curb inlets





Requested Action



Approve

Approve a Longitudinal Pipeline Agreement between Union Pacific Railroad and the City of Burleson



Deny

Deny a a Longitudinal Pipeline Agreement between Union Pacific Railroad and the City of Burleson

Staff Recommends Approval



February 16, 2023
Project: 0782097

CITY OF BURLESON

RE: Proposed Construction of Two (2) 24 Inch RCP Stormwater Drain Pipes And Five (5) Curb Drain Inlets For Adjacent Roadway Only At Mile Post 236.9 on the Ft. Worth Subdivision at or near Burleson, Johnson County, Texas

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please return the executed agreement via email. For any payment(s), please follow the accompanying instructions.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company.

- Payment in the amount of **Twenty-Eight Thousand Three Hundred Eighty Dollars (\$28,380)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Project No. 0782097 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at cobenson@up.com.

Sincerely,

Craig Benson
Mgr Real Estate Contracts - Real Estate

LONGITUDINAL PIPELINE AGREEMENT

Mile Post 236.9; Ft. Worth Subdivision
Location: Burleson, Johnson County, Texas

THIS AGREEMENT ("Agreement") is made and entered into as of February 16, 2023, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF BURLESON** a Texas municipality, to be addressed at 141 W. Renfro St., Burleson, Texas 76028 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate two (2) 24 inch RCP stormwater drain pipes and five (5) curb drain inlets for adjacent roadway only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Burleson, Johnson County, State of Texas ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 25, 2022, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for two (2) 24 inch RCP stormwater drain pipes and five (5) curb drain inlets for adjacent roadway, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twenty-Eight Thousand Three Hundred Eighty Dollars (\$28,380)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0782097)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF BURLESON
141 W. Renfro St.
Burleson, Texas 76028

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF BURLESON

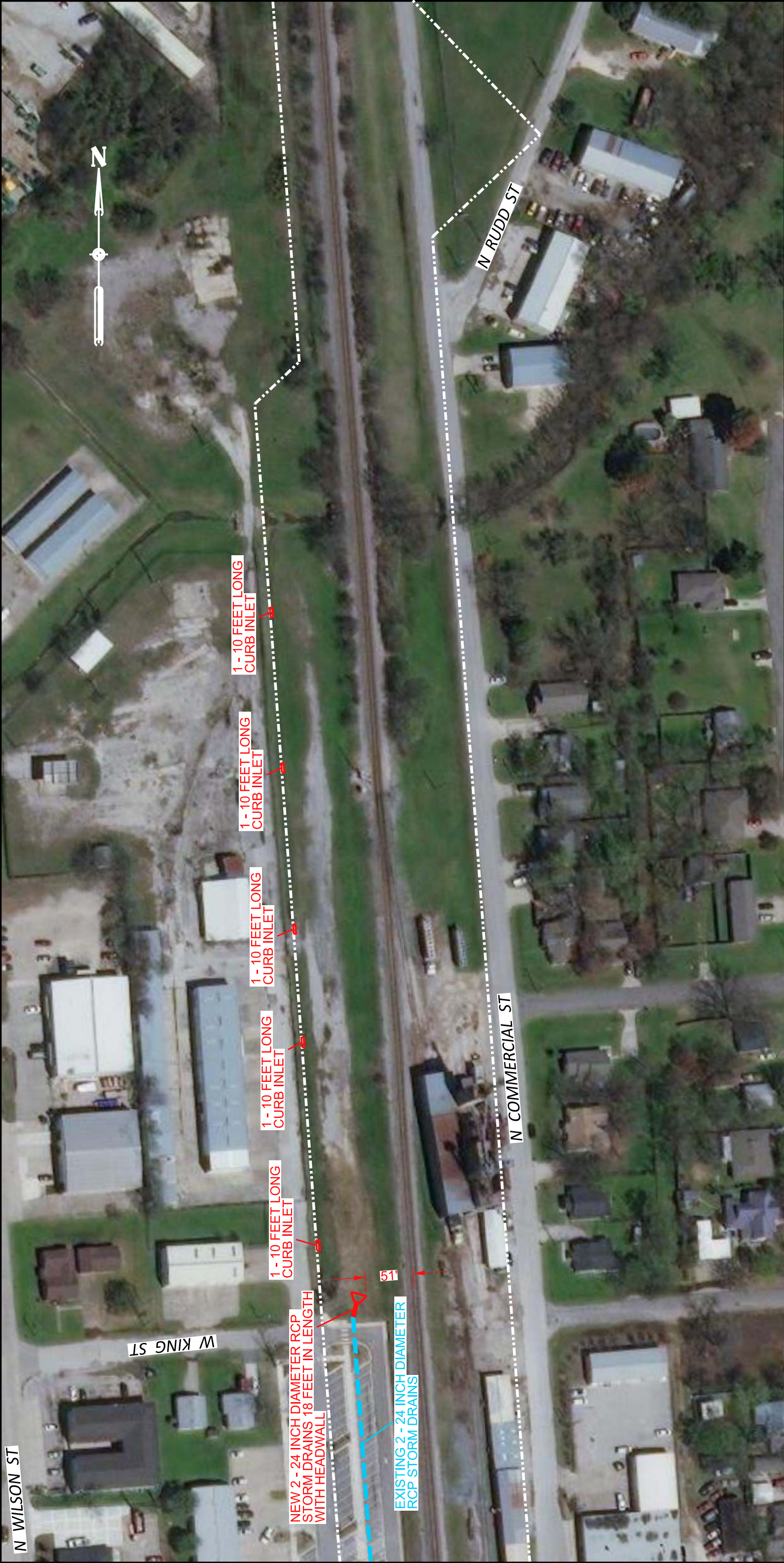
By: _____

By: _____

Craig Benson
Mgr Real Estate Contracts

Name Printed: _____

Title: _____



LEGEND:

PIPELINE ENCROACHMENT

CURB INLET SHOWN

UPPRCO. R/W OUTLINED

CADD FILENAME	0331168
SCAN FILENAME	X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

BURLESON, JOHNSON COUNTY, TEXAS

M.P. 236.9 – FT. WORTH SUB.

MAP MKT V-4A / S-4

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 1-25-2022

PJB FILE: 0331168

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall complete the required form at up.com/CBUD to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensors as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensors or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.

City Council Regular Meeting

DEPARTMENT: Legal & Purchasing

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: April 3, 2023

SUBJECT:

Consider approval of settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan, CVS, Walgreens, and Walmart and authorizing the City Manager to execute all necessary documents in connection with the same. (*Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager*)

SUMMARY:

The Office of the Texas Attorney General has announced a settlement with four entities in the multistate litigation initiated by several states to resolve legal claims regarding the opioid crisis. The settlement is with retailers Allergan, CVS, Walgreens, and Walmart. The settlement is in addition to the prior settlements with opioid manufacturers and distributors.

Overall, the settlement requires Allergan to pay \$135 million, CVS to pay \$304 million, Walgreens to pay \$340 million, and Walmart to pay \$170 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. Below is an **estimate** from the Attorney General's Office of the funds the City will receive from the settlement with Allergan, CVS, Walgreens, and Walmart:

City	Allocation %	Allergan	CVS	Walgreens	Walmart	Total
Burleson	0.101186000%	\$20,374.45	\$45,794.21	\$51,241.42	\$25,617.62	\$143,027.70

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 Allergan, CVS, Walgreens, and Walmart well before the April 18, 2023, deadline.

OPTIONS:

- 1) Approve the settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan, CVS, Walgreens, and Walmart
- 2) Deny the approval of the settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan, CVS, Walgreens, and Walmart and authorizing the City Manager to execute all necessary documents in connection with the same.

RECOMMENDATION:

Approve the settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan, CVS, Walgreens, and Walmart.

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

None.

FISCAL IMPACT:

None.

STAFF CONTACT:




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



Opioid Settlement

PRESENTED TO THE CITY COUNCIL ON
APRIL 3, 2023

Opioid Settlement

-  In 2020, drug overdose deaths rose nearly 30% in the United States to a record high of 93,000.
-  Opioid overdose deaths hit a record 69,000 in the United States.
-  In Texas, drug overdose deaths also increased by 31.9%, driven primarily by opioid overdose deaths.

Opioid Settlement



Texas and many other states and political subdivisions brought legal claims against companies for their role in the opioid crisis.



The Attorney General has recently announced a new settlement with four retailers (Allergan, CVS, Walgreens, and Walmart) in the opioid litigation.



The settlement with the four retailers is in addition to prior settlements with opioid manufacturers and distributors Council has approved in the past.

Opioid Settlement



Cities are not required to join in the settlement, but are encouraged to do so. If the City does not participate it will not directly share in any of the settlement funds.






To join the settlement the City must execute a settlement participation form.



If the City joins the settlement, the Attorney General's Office estimates that the City will receive a total of \$143,027.

Opioid Settlement

-  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. 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 settlement funds must be used to support any of a wide variety of specified strategies to fight the opioid crisis. Funds received must be used for opioid abatement strategies that treat, mitigate, prevent opioid use as well as recoup costs to respond to the opioid epidemic.
-  The deadline for the City to elect to participate in the settlement is April 18, 2023.

Requested City Council Action



Approve

Approve the settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan, CVS, Walgreens, and Walmart



Deny

Deny the settlement participation forms to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with the retailers Allergan, CVS, Walgreens, and Walmart

Staff Recommends Approval

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Burleson, Texas	State: Texas
Authorized Signatory: Bryan Langley, 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 (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether 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 Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities 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 Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity 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 Governmental Entity 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 Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Bryan Langley

Title: City Manager

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Burleson, Texas	State: Texas
Authorized Signatory: Bryan Langley, 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 (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, 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 Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (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 Governmental Entity 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 Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities 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 Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity 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 Governmental Entity 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 CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Bryan Langley

Title: City Manager

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Burleson, Texas	State: Texas
Authorized Signatory: Bryan Langley, 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 (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, 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 Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (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 Governmental Entity 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 Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities 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 Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity 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 Governmental Entity 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 Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Bryan Langley

Title: City Manager

Date: _____

EXHIBIT K

Subdivision Participation Form

Governmental Entity: City of Burleson, Texas	State: Texas
Authorized Official: Bryan Langley, 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 ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (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 Governmental Entity 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 Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities 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 Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity 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 Governmental Entity 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 Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Bryan Langley

Title: City Manager

Date: _____

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: April 3, 2023

SUBJECT:

Consider approval of a minute order excusing council member Place 3 Jimmy Stanford's absence from the April 3, 2023 and April 17, 2023 council meetings. (Staff Contact: *Amanda Campos, City Secretary*)

SUMMARY:

The City of Burleson city charter addresses councilmember's absences from regularly scheduled council meetings. Article III, Section 19(d) Absences: Unless prevented from attending by sickness, a council who is absent for three consecutive regular meetings of the city council without first having obtained leave of absence from the city council at a regular meeting, is deemed to have vacated the office, and the city council shall fill the vacancy in accordance with Section 23 of the city charter. Council may grant an excused absence requested by a councilmember. Council member Place 3 Jimmy Stanford will be absent and requesting council excuse his absences from April 3, 2023 and April 17, 2023 council meetings.

OPTIONS:

- 1) Approve the minute order excusing Council member Place 3 Jimmy Stanford's absences.
- 2) Deny the minute order excusing Council member Place 3 Jimmy Stanford's absences.

STAFF CONTACT:

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

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works - Engineering

MEETING: March 6, 2023

SUBJECT:

Consider approval of a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Town Creek Parallel Interceptor project in the amount of \$2,318,936.31 (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)

SUMMARY:

The scope of this project is to design approximately 12,500 liner feet of a sewer interceptor that will parallel the existing Village Creek relief line. When modeled for future growth, the existing line experiences backwater conditions, surcharging and overflows. The existing line was constructed in 2003 and replaced the initial interceptor that metered all of the City's wastewater flows. The proposed interceptor will start at the corner of Scott and Rigney Way just west of I-35, traverse under I-35, crossing Renfro street and will extend approximately 2 miles to the northeast and terminate at the Southern Oaks Golf Course. The pipe is estimated to range between 36" and 48" and the project will include an analysis of the existing meter station. The professional services agreement will include geotechnical investigations, subsurface utility exploration, survey, preparation of easement documents, permitting, and full civil design. Construction Administration and Bid support services to be considered Summer 2024 as design nears completion and scope can be more closely defined.

The total project is anticipated to cost an estimated \$16,800,000

- Design \$2,318,936.31 (this item)
- Construction & Easements \$14,500,000

This project is within the current Capital Improvement Plan and funded by Water and Wastewater Bonds.

The design is projected to be completed in the Summer of 2024 and construction in the Spring of 2026.

OPTIONS:

- 1) Approve a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Town Creek Parallel Interceptor project in the amount of \$2,318,936.31.
- 2) Deny a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Town Creek Parallel Interceptor project in the amount of \$2,318,936.31.

RECOMMENDATION:

Approve a Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Town Creek Parallel Interceptor project in the amount of \$2,318,936.31.

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

N/A

FISCAL IMPACT:

Project #:	WW2301
Fund Name:	Water & Sewer Bond Fund
Full Account #s:	470-7500-439.32-02
Amount:	\$2,318,936.31

STAFF CONTACT:

Erick Thompson
Deputy Director of Public Works - Engineering
ethompson@burlesontx.com
817-426-9610

TOWN CREEK BASIN PARALLEL SEWER INTERCEPTOR

Professional Services Agreement

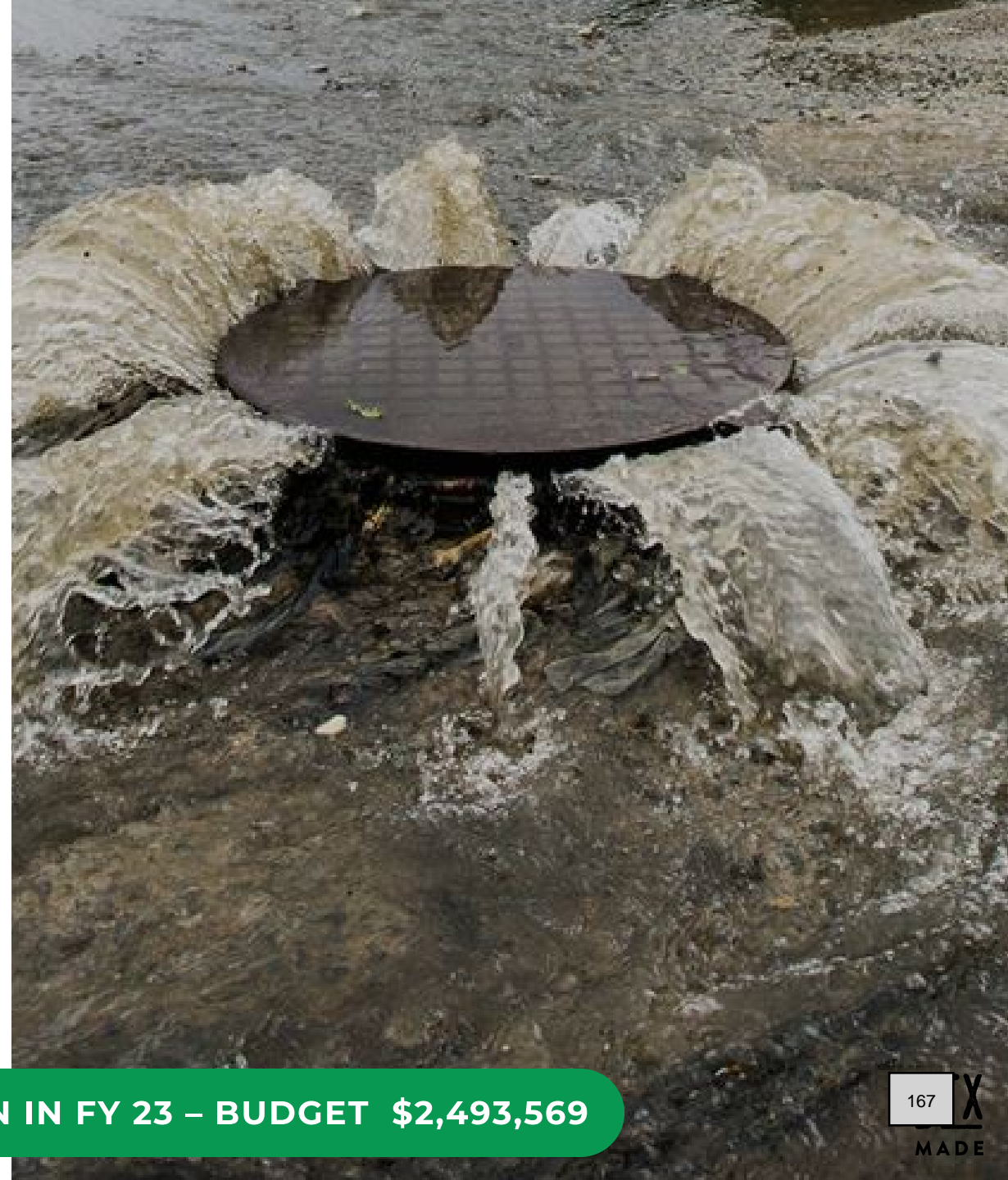


PROJECT BACKGROUND

OVERVIEW

- Current water / wastewater masterplan recommends an additional parallel interceptor line (12,500 LF) placed along the same alignment as the existing line interceptor to accommodate additional flows in response to significant growth
- Current Capital Improvement Program funds the project (design in FY23, construction in FY24)

CURRENT CIP FUNDS DESIGN IN FY 23 – BUDGET \$2,493,569



EXISTING SYSTEM

TOWN CREEK SEWER LINE IS A CRITICAL COMPONENT OF THE SYSTEM

- Existing line ranges from 30" to 36" in diameter and terminates at a metering station near the Southern Oaks Golf Course
- All sewered wastewater from Burleson currently flows through part of this line en route to City of Fort Worth treatment plant
- Existing line replaced and runs parallel to an abandoned 18" - 27" diameter line



PROPOSED PROFESSIONAL SERVICES AGREEMENT

Stantec Consulting Services, Inc. was selected through a procurement process to provide engineering design services at a negotiated fee of \$2,318,936.31



TOPOGRAPHIC SURVEY & EASEMENT PREPARATION



GEOTECHNICAL INVESTIGATION
Provided by D&S Engineering Labs



SUBSURFACE UTILITY ENGINEERING AND COORDINATION
Provided by Cobb, Fendley & Associates, Inc.



FULL DESIGN INCLUDING NEW METER STATION



ENVIRONMENTAL ASSESSMENT AND PERMITTING



HYDRAULIC ANALYSIS

Significant environmental, permitting, and geotechnical effort required

MAJOR PROJECT ELEMENTS

PERMITTING AND COORDINATION

- TXDOT coordination for IH-35W and Renfro crossings
- City of Fort Worth for meter station coordination and aviation department
- Southern Oaks Golf Course for portion impacting their property

CREEK CROSSINGS

ENVIRONMENTAL PERMITTING

Protected Species, Section 404 (USACE), Texas Historic Commission (THC), etc.



PROJECT COSTS AND SCHEDULE



DESIGN

Design: Spring 2023 - Summer 2024

\$2,318,936.31

(This action)



CONSTRUCTION

Construction: Fall 2024 - Spring 2026

Preliminary Estimate: \$14,500,000

Construction Administration and bid support services to be considered Summer 2024 as design nears completion and scope can be more closely defined

OPTIONS

RECOMMENDED



APPROVE

Approve of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$2,318,936.31



DENY

Deny a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$2,318,936.31



PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **Stantec Consulting Services Inc.** (“Consultant”).

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the “Effective Date”) and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed **two million, three hundred eighteen thousand, nine hundred and thirty-six dollars** and **31**/100 in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager’s designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant’s invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in all its subcontractor agreements hereunder a
Professional Services Agreement

provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

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9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

- (a) Commercial General Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
- (b) Automobile Liability
\$1,000,000 Each accident on a combined single limit basis or
\$250,000 Bodily injury per person
\$500,000 Bodily injury per person per occurrence
\$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

- (c) Worker's Compensation
Statutory limits
Employer's liability
\$100,000 Each accident/occurrence
\$100,000 Disease - per each employee
\$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. **COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

Consultant agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Stantec Consulting Services Inc.		
Attn: Alex Visotski		
6080 Tennyson Parkway Suite 200		
Plano	TX	75024

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement,

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venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

Stantec Consulting Services Inc.

By: _____

By: Gilbert, Daniel 
DN: CN="Gilbert, Daniel",
OU=Internal, OU=users,
OU=stantec, DC=corp, DC=ads
Date: 2023.03.23 19:16:29-0400'

Name: _____

Name: Daniel A. Gilbert

Title: _____

Title: Vice President

Date: _____

Date: March 23, 2023

APPROVED AS TO FORM:

By: _____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

ATTACHMENT A

I. Scope of Services

EXHIBIT “A”

SCOPE OF SERVICES

TOWN CREEK BASIN SEWER TRUNK RELIEF LINE PROJECT NO.:

A. PROJECT DESCRIPTION

In general, the project consists of:

1. Provision of preliminary engineering and design, final design, for approximately 12,500 LF of parallel sewer line improvements to be constructed along Village Creek in the Town Creek Sewer Basin. The parallel sewer line improvements will be aligned adjacent to or in the vicinity of the existing Village Creek Wastewater Relief Interceptor and extend between the discharge meter station, located in the Southern Oaks Golf Club in the northeastern region of the Town Creek Sewer Basin and a manhole located near the intersection of South Scott Street and Rigney Way, which is located west of South Burleson Road. In 2015, the estimated pipe diameters were determined to be between 30-inch and 42-inch.
2. Review of current population and wastewater flow projections and updating required sewer line pipe diameters, if required.
3. Design of improvements according to current City, North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, NCTCOG Special Provisions to Standard Specifications for Public Works Construction, State and Federal standards and guidelines.
4. Evaluation of up to two (2) sewer line routes including the conceptual route indicated in the 2015 Wastewater Master Plan Update and a preferred option recommendation.
5. Evaluation of the existing meter station design and installation to determine its adequacy to accommodate future flow projections according to the wholesale wastewater service agreement terms and conditions. Determine required improvements and make a recommendation.
6. Provision of technical support for wholesale wastewater service agreement modifications, if required.
7. Perform preliminary visual route survey and final topographical survey during the design phase.
8. Establish design criteria and project goals.

9. Prepare preliminary and final Engineer's Opinion of Probable Construction Cost (OPCC). The project OPCC will be updated at each design phase and will be Class 4 (margin of error +/- 50%) at 30 percent, Class 3 at 60, 90, and 100 percent (margin of error +/- 20 percent) and Class 1 at Final Bid Ready phase (margin of error +/- 10 percent).
10. Establish right-of-way (ROW) requirements and provide metes and bounds descriptions for affected property parcels.
11. Provide preliminary construction sequencing goals to minimize conflicts with other planned adjoining ongoing projects, if any.
12. Develop preliminary and final plan and profiles for the Town Creek Basin Sewer Trunk Relief Line improvements.
13. Develop meter station site layout, power, mechanical, and structural drawings, and specifications.
14. Perform a geotechnical investigation.
15. Perform environmental studies related to protected species, waters of the U.S., and cultural resources.

B. BASIC SERVICES

The Engineer's Basic Services consist of the services described below and include normal civil engineering services as well as those engineering services to be performed through the following subconsultants:

1. D&S Engineering Labs, LLC – Geotechnical Lab Testing Services
2. The Rios Group/Cobb, Fendley & Associates, Inc. – Subsurface Utility Engineering Services

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

1. Perform project management and administrative duties including subconsultant coordination, record management, project work plans and project task schedules, project cost controls, billing, and other miscellaneous activities.
2. Schedule and conduct a project kick-off meeting with the City Project Manager and relevant staff to establish project goals and preferences, prepare meeting agenda and meeting minutes for distribution to meeting attendees.

3. Schedule and conduct 12 project status meetings for design phase activities, prepare meeting agenda and meeting minutes for distribution to meeting attendees.
4. Develop, prepare, and monitor a project schedule and critical task milestones.
5. Assist the City with preparation of documents required for the approval of governmental authorities having jurisdiction over the Project.
6. Perform general administrative duties associated with the project, including monitoring/reporting, scheduling, general correspondence, office administration, and invoicing.
7. Prepare and submit monthly progress reports to the City.
8. Maintain an "issues list" identifying date issues became known, person responsible for resolution, date solution will be provided, and final resolution of the issue.
9. Participate in meetings with the City including:
 - a. Progress meetings at draft and final Preliminary Engineering (30% design) stages.
 - b. Progress meetings at 30%, 60%, 90% and 100% design milestones.
 - c. Meetings with other agencies, as required.
 - d. Public meetings with neighborhood groups and other interested parties.
10. Assist the City in the preparation of documents for the customer advisory and City Council meetings for this project. Items may include, but not be limited to:
 - a. Presentation slides.
 - b. Project site photos.
11. Coordinate design with adjoining projects, if any.
12. Coordinate with the City to complete the design work in an orderly manner in accordance with the milestone schedule established in "Attachment A".
13. Prepare monthly progress reports for submission to the City with monthly requests for payment. Monthly status reports will include the latest OPCC, estimated final design completion date, and project updates.
14. Develop drawings in the current version of AutoCAD that shall be compatible with City standards and furnish a computer graphics file (.dwg format) of the final drawings.
15. Coordinate the integration of design, surveying, geotechnical investigations, environmental studies, ROW issues, traffic control, utility engineering, permitting, and other services as previously approved.

TASK 2 – ASSEMBLE, REVIEW AND EVALUATE EXISTING DATA

1. Assemble and review all City utility plans and studies for the project area including:
 - a. Final construction and proposed construction plans.
 - b. Water and Wastewater Master Plans.
2. Review any City Master Plan details as to their effect on the proposed improvements including, but not limited to, the following:
 - a. Transportation Master Plan.
 - b. Drainage Master Plan.
 - c. Parks Plan.
 - d. Future Land Use Plan.
3. Review existing field conditions, noting locations of improvements since last field surveys as shown on relevant as-built drawings.
4. Review existing materials and reports, including those obtained from the City, and perform field investigations to establish the final sewer interceptor alignment. The data reviewed will be used in the development of the project documents and will include, but not be limited to, the following:
 - a. Available wastewater flow model and population projections.
 - b. Current Water and Wastewater Master Plan.
 - c. City pipeline numbering system and Geographic Information System (GIS) mapping.
 - d. City standard details, specifications, design manuals and guidelines.
 - e. Property ownership and tax plat information.
 - f. Existing survey data.
 - g. Existing water, wastewater, storm drainage, and paving Record Drawings.

TASK 3 – PRELIMINARY ENGINEERING REPORT AND 30% DESIGN

Prior to commencement of this task, written right of entry (ROE) into private property will be secured by the City and conveyed to the Engineer and subconsultants. The Engineer will contact property owners at least 24 hours in advance of entering any private property. The Engineer and its subconsultants will abide by all covenants and restrictions as noted in the ROE agreements.

The Engineer will be responsible for notifying the appropriate utility companies to coordinate proposed improvements and required adjustments, if any. In addition, the Engineer will be responsible for preparing plans for the adjustment, removal, or relocation of utility facilities in

accordance with applicable State and Federal laws, regulations, rules, policies, and procedures. The Engineer will include copies of correspondence with utility companies in the submittal.

Stantec shall be entitled to reasonably rely upon the accuracy and completeness of information and data provided by Client, its other consultants or obtained from generally acceptable sources within the industry, without independent verification, except to the extent such verification is expressly included in the Services. Where such information or data originates either with the Client, or its separate consultants, or generally acceptable sources within the industry, then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

A. Town Creek Basin Sewer Trunk Relief Line

1. Perform pipeline route analysis including alignment as shown in the 2015 Wastewater Master Plan Update and one (1) additional corridor or route and identify potential constraints and benefits along each pipeline route. Prepare and recommend best value horizontal alignment.
2. Review and/or develop hydraulic design parameters including minimum, peak dry and peak wet weather flow rates as well as minimum and maximum velocities for each proposed pipeline route.
3. Develop and prepare preliminary (30 percent design level) plan sheets for the recommended pipeline route.
4. Identify property owners and potential parcels required for permanent and temporary working space easements. Prepare a list of properties and owners for City review.
5. Prepare a preliminary cost estimate for all proposed sewer line improvements.

B. Meter Station

1. Plan and participate in one (1) site visit with relevant staff at the Cities of Burleson and Fort Worth to observe hydraulic, structural and equipment installation, vehicle and personnel access, power source, security, ventilation, and other site conditions at the existing meter station located at the Southern Oaks Golf Course.
2. Review available wholesale wastewater service contract, meter service and calibration records, flow data, floodplain data, equipment specifications, and engineering and design documents related to the existing meter station.
3. Determine whether existing meter equipment has the capacity to accommodate projected total wastewater flows at the required accuracy and the suitability of the meter installation location for the anticipated hydraulic conditions.

4. Review locations for connecting the Town Creek Basin Sewer Trunk Relief Line upstream of the existing meter station that maintain required hydraulic conditions for meter accuracy and determine suitable locations for meter relocation, if required. Determine and recommend the location for meter equipment that least impacts required meter accuracy under projected flow conditions.
5. Review available wastewater meter technologies and recommend the most appropriate type and size for use in this application should the existing meter equipment be determined to not be adequate for reuse with the projected flow conditions.
6. Review Town Creek Basin Sewer Trunk Relief Line model results and system hydraulics performed by others. Provide findings and any recommendations to the City on required changes to the proposed pipe diameters, system connections, and to minimize hydraulic impacts to meter operations.
7. Review existing power sources and determine required modifications to the power supply, if any.
8. Review the existing ventilation system and determine improvements required for personnel safety and odor control, if any.
9. Review existing instrumentation and data communications system and determine required improvements, if any.
10. Develop and prepare equipment drawings (30 percent design level) for new meter equipment.
11. Prepare a preliminary cost estimate for proposed improvements.
12. Prepare a Preliminary Meter Station Design Memorandum that shall include documentation of the existing meter site condition, the design criteria, and alternatives for relocation and/or reconstruction of the existing meter station with associated construction costs. The Preliminary Design Memorandum shall be submitted to the City for coordination with the City of Fort Worth for review and concurrence. The submittal shall be emailed in .pdf format and will be provided for distribution to relevant stakeholders as the City deems appropriate.
13. Plan and participate in one (1) review meeting with the Cities of Burleson and Fort Worth. All suggestions and comments will be incorporated into the Final Meter Station Design Memorandum.
14. Prepare final version of Meter Station Design Memorandum based on comments received from the Cities of Burleson and Fort Worth and submit to the City. The

submittal shall be emailed in .pdf format and will be provided for distribution to relevant stakeholders.

C. Preliminary Design Report

1. Prepare the Preliminary Design Report that summarizes all sewer trunk line evaluations, results, and recommendations as well as the preliminary meter station design memorandum, drawings, and cost estimates developed during the Preliminary Design phase. Electronic copies (in .pdf format) will be provided for distribution to relevant stakeholders. All recommended improvements will be advanced to subsequent design phases.

TASK 4 – SURVEYING SERVICES

A. Topographic & Tree Survey

Perform a topographic survey within the limits of the proposed Town Creek Basin Sewer Trunk Relief Line conceptual alignment as shown in “Attachment B”. The project corridor extends approximately 12,500 feet from the existing meter station at the Southern Oaks Golf Club to an existing manhole at the intersection of Rigney Way and S. Scott Street. The corridor width will be 150 feet adjacent to the existing wastewater line for most of the alignment and will include the following items:

1. Identify property owners and request ROE for affected private properties.
2. Provide benchmarks every 1,000 ft and sufficient horizontal control points along the project corridor for use as the construction baseline. Horizontal control for this project will be based on the North American Datum of 1983 (NAD83), (2011), Texas State Plane Central Zone, in US Survey Feet. Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid 12b, in US Survey Feet, and referenced to the City of Burleson GPS control monuments.
3. Locate by actual on-the-ground survey visible and accessible on-grade and above-grade features including, but not limited to, pavement markings, curbs, driveways, pavement edges, traffic signs, sidewalks, ramps, fences, guardrails, signs, walls, mailboxes, culverts, storm drain outfalls and inlets, surface utility features and utility markers.
4. Provide contours at one-foot intervals. Elevations will be taken on an approximate 50-foot grid, at abrupt changes in grade, and along drainage courses. Survey point data will be provided on a separate level and will not be part of the final plotted drawings.
5. Provide spot elevations at the top of accessible utility manhole covers. Provide invert elevations of manholes, elevations of pipes entering and/or exiting manholes of

accessible sanitary sewer and storm drain structures. Provide locations and invert elevations of sanitary cleanouts on main lines and provide top elevations of valve nuts of accessible valves on main lines.

6. Provide traffic control as necessary to perform the work described under Item 5.
7. Provide sizes, locations, subspecies, and tree tags for trees 8" in diameter and larger. Cedar and pine trees will not be included under this requirement. Trees located outside the survey limits (i.e., overhanging into the survey limits) will be approximately located but not tagged.
8. Provide horizontal and vertical data for approximately 19 geotechnical boreholes along the project corridor.

B. Boundary Survey

1. Locate sufficient boundary/ROW monumentation, obtain and review available subdivision plats, property deeds (unplotted tracts) identified from Central Appraisal District of Johnson County and Tarrant Appraisal District records, obtain and review available City of Burleson and/or State ROW records to perform calculations/analysis and re-establish the boundary lines of the properties affected by proposed easements. The boundary lines will be used in the preparation of the easement documents, as referenced in Task 9 below.
2. Show owner name, recording information, subdivision name with lot and block number, appraisal district parcel numbers, easements adjoining survey area as identified on available subdivision plats, and physical address of each tract along the project corridor.
3. A drawing will be provided for use in engineering design and plan sets. No exhibits will be prepared for this effort.

TASK 5 – SUBSURFACE UTILITY ENGINEERING (SUE)

1. Perform subsurface utility engineering (SUE) Quality Level B in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that are within the proposed 12,500-foot design corridor. This level of work includes acquiring as-built documentation from utility companies and contacting their representatives. The limits of investigation will be 100 feet extended in both directions from the extents of the proposed City easement. The Quality Level B field findings will be surveyed and will be delivered in the form of a CAD base file.

2. Perform additional subsurface utility engineering for up to 10 Quality Level A SUE test holes to confirm the horizontal and vertical location of existing utilities (e.g., gas lines, water lines, and communication lines) that cross the proposed pipe alignment.
3. To the extent possible, the test holes will be performed as close as possible to anticipated crossing locations. The test hole work will be coordinated with the applicable utility company and any necessary permissions or permits will be acquired. The location and results of the test holes will be surveyed and incorporated into the project base file and the relevant information will be reflected in the plan sheets and specifications. A separate summary report, signed and sealed by a professional engineer licensed in the State of Texas, of the findings shall be provided. The report shall include site photos, ground elevation, depth to top and bottom of utility elevation, horizontal location coordinates, and type of material of existing utilities.

TASK 6 – GEOTECHNICAL INVESTIGATION

1. Utilize applicable existing geotechnical data for proposed improvements, if available, from the City.
2. Provide for and coordinate required geotechnical investigation work. Borings will be located and drilled at an approximate 700-ft to 1000-ft spacing along the alignment of the proposed pipeline, based on accessibility of locations.
3. Additional geotechnical borings required to complete any data gaps will be performed as Additional Services, as deemed necessary.
4. The field and laboratory data will be analyzed to develop geotechnical engineering recommendations. A geotechnical engineering report will be prepared to include the following:
 - a. Finalized boring logs.
 - b. Laboratory test results.
 - c. Plan of boring locations.
 - d. Soil and groundwater conditions at the boring locations.
 - e. Identification of geotechnical risks (i.e., presence of fills, expansive or compressible soils, voids or under compacted areas, corrosive soils, etc.).
 - f. Geotechnical design recommendations for:
 - i. Foundation type, depth, and allowable loading for the Meter Station.
 - ii. Foundation construction considerations.
 - iii. Floor slab subgrade preparation procedures for the Metering Station.
 - iv. Recommendations for below grade construction of the Metering Station.
 - v. Pipe bedding recommendations.

- vi. Backfill and compaction recommendations to minimize post-backfill settlement of the pipeline trench.
 - vii. Geotechnical data report (GDR) to support contractor's trenchless tunnel methodology beneath I-35W and Renfro Street. The GDR includes descriptions of the site exploration programs; all boring logs and results from other site investigations; descriptions of field and laboratory testing methods; and the results of all field and laboratory testing.
5. Provide geotechnical investigation summary report for City's records in .pdf format. Engineer shall include soil boring information in the final Contract Documents. The final geotechnical report shall be made available to interested contractors during the bid phase.

TASK 7 – ENVIRONMENTAL STUDIES

1. Perform environmental studies and the preparation of technical letter reports covering threatened and endangered species, waters of the U.S., and cultural resources. The environmental services to be performed include the following:
- a. Protected Species
A desktop review and site investigation for habitat of State and Federally listed species, including Federal candidate species likely affected by the proposed action will be performed. A technical report will be prepared documenting listed species, their habitat, and the results of the investigation will be prepared for review and use during agency coordination and permitting (three [3] copies).
 - b. Section 404 of the Clean Water Act (i.e., jurisdictional waters of the U.S.)
An assessment of jurisdictional waters of the U.S., including wetlands, within the project area to support compliance with the Clean Water Act (CWA) will be performed. A waters assessment report documenting the results of the assessment will be prepared for review and use during agency coordination and permitting (three [3] copies).
 - c. Cultural (Historical and Archeological) Resources
The cultural resources task will include a background review of historical and archaeological sources, including an inventory of recorded sites from the Texas Archaeological Research Laboratory. An Antiquities Permit will be prepared and submitted to the Texas Historic Commission (THC) for approval. A pedestrian survey for historical and archaeological resources will be required. Additionally,

mechanical trenching will be required in areas of previously undisturbed sediment with potential for archaeological resources. A report will be prepared summarizing the results of these investigations in compliance with Texas Antiquities Code (TAC) and Section 106 of the National Historic Preservation Act (as applicable). This report will be submitted to THC for review and concurrence and will be utilized during United States Army Corps of Engineers (USACE) coordination and permitting (three [3] copies).

TASK 8 – PERMITTING

1. Review City of Burleson, City of Fort Worth, City of Fort Worth Aviation Department, Texas Department of Transportation (TxDOT), USACE, THC and other local, State, and Federal agencies' applicable rules, regulations and permitting requirements and prepare engineering data necessary and submit applications for routine permits required by these agencies.
2. Prepare and secure required environmental permits for the sewer trunk relief line design and provide the following environmental permitting support services:
 - a. Prepare the USACE Preconstruction Notification (PCN) suitable for submittal to USACE.
 - b. Attend one (1) pre-application meeting at USACE's Fort Worth District office to present the permitting strategy and documentation.
 - c. Prepare USACE Nationwide Permits, which are anticipated to be Permit-58 (Utility Line) and Permit-13 (Bank Stabilization).
 - d. Coordinate and attend one (1) on-site meeting with USACE and other agency reviewers.
 - e. Prepare and support authorization of a Section 404 Permit from USACE.
 - f. Review Archaeological Survey/Permit (THC).
 - g. Obtain Texas Commission on Environmental Quality's (TCEQ's) requirements and submit project to TCEQ for approval.
 - h. Prepare required environmental documentation for obtaining permits from the Cities of Burleson and Fort Worth (if required).
 - i. Respond to up to two (2) requests for additional information by each regulatory agency.
3. Support the City with stakeholder coordination during the process of permitting and incorporating their requirements into the design criteria.

TASK 9 – EASEMENT PREPARATION

1. Establish the location of existing easements and property lines based on Task 4.b. above.
2. Prepare a ROW strip map. The strip map shall include parcel numbers, ownership, types of existing and proposed easements, area and bearings and distances.
3. Prepare legal descriptions and exhibits for required easements (permanent and temporary). The legal descriptions and accompanying exhibits will be signed and sealed by a Professional Land Surveyor registered in the State of Texas. At least two (2) corners of the proposed easement will be tagged with coordinates referenced to the Texas State Plane Coordinate System, North Central Zone (NAD83).
4. For each parcel, furnish GIS data compatible with Esri ArcGIS (.shp file). GIS data files must contain both graphic spatial features and attribute database tables. These items should be contained in a single Esri shapefile with equivalent data provided in .dwg format.

TASK 10 – DETAILED DESIGN AND TECHNICAL SPECIFICATIONS

A. Town Creek Basin Sewer Trunk Relief Line and Meter Station Improvements

1. Prepare and submit plans and specifications for the construction of the project including sewer line and associated appurtenances, meter station, pavement repair, streambank, and ground surface restoration for the 60 percent, 90 percent and 100 percent design reviews, at the level of completion sufficient to the level of design at the time of the submittal. Each such submittal will include the various discipline plans, technical specifications, and details as appropriate to the level of design at the time of the submittal.
2. Participate in three (3) quality assurance/quality control (QA/QC) review meetings with the City. These meetings will be held at the 60 percent, 90 percent, and 100 percent project completion stages. The Engineer shall provide a determined amount of half-size hard copies (not to exceed 10 review sets) per submittal and a determined amount (not to exceed 10 review sets) of specifications a minimum of five (5) working days prior to the scheduled review meetings. A meeting memorandum will be prepared documenting major revisions and decisions made during each of the meetings. These meetings will be held at the City's offices.

3. Pipeline drawings will include plan and profiles at one-inch equals 20 feet scale horizontally and one-inch equals four (4) feet vertically on 22-inch x 34-inch paper size (half-size plans will have one-inch equals 40 feet horizontal scale).
4. Meter installation improvements drawings will incorporate standard details from the City and special details as necessary. Meter station design will conform to Cities of Burleson and Fort Worth design manuals, technical specifications, policies, and standards. Drawings will include, but not be limited to, the following:
 - a. Demolition plan/profile.
 - b. Structural design sheets.
 - c. Meter station site plan.
 - d. Meter station electrical plan.
 - e. Temporary by-pass metering plan, if required.
5. Incorporate standard details from the City and prepare special details as necessary.
6. Incorporate findings from the GDR into design plans.
7. A Geotechnical Baseline Report (GBR) will be prepared for tunneled crossings. The GBR describes expected ground conditions, expected ground behavior in an excavation, and methods of construction anticipated to be necessary to control ground behavior. The GBR is a recognized risk management tool in underground construction. It provides contractors a clear basis of design for all for bidding; allows the design team to clearly convey anticipated conditions; and provides a contractual document for evaluating claims of differing site conditions.
8. Prepare required technical specifications and/or obtain standard specifications from the Cities of Burleson and Fort Worth to incorporate into the standard Contract Documents for the project including, but not limited to:
 - a. Pipe materials.
 - b. Manhole and junction boxes.
 - c. Tree protection.
 - d. Ground surface, street pavement and streambank restoration.
 - e. Wastewater bypass and spill prevention plan.
 - f. Open-cut and trenchless construction methods.
 - g. Permanent access fences and signage.
 - h. Meter equipment.
 - i. Traffic control during construction.
9. Prepare general notes for Contractor's preparation of the SWPPP.

10. Prepare structural design drawings for siphons, junction boxes, and/or aerial crossing (if necessary).
11. Provide recommendation for the material of the proposed interceptor and manhole structures to meet the guidelines of the Cities of Burleson and Fort Worth.
12. Improvement drawings will include, but not be limited to, the following:
 - a. Cover sheet.
 - b. General notes.
 - c. Project layout, including temporary and permanent access areas, laydown, and staging areas.
 - d. Survey control.
 - e. Erosion control plan, notes and details.
 - f. Bank stabilization plan, notes and details.
 - g. Demolition plan/profile (if necessary).
 - h. Structural design sheets.
 - i. Plan sheet reference.
 - j. ROW strip map.
 - k. Pipeline plan/profile sheets.
 - l. Details and connections.
 - m. Meter station site plan.
 - n. Meter station electrical plan (if necessary).
 - o. Wastewater bypass pumping criteria, requirements, and details (if necessary).
 - p. Traffic control plan and required permits and/or coordination with public agencies.
 - q. Geotechnical bore log(s).
13. Apply survey northing and easting coordinates in electronic format (Texas State Plane, NAD 83) of all the City's proposed structures. Include the surface coordinate adjustment factor and detailed datum information used for uploading into the City's GIS.
14. Review information provided in the geotechnical report for design of the project. Incorporate the general notes, standard details, foundation design, and detailing and special specifications into the project documents.
15. Submit plans and specifications and other documents to the City for delivery to applicable regulatory agencies and affected cities for approval, including three (3) sealed sets of plans and specifications at least 30 days prior to advertisement for bid.

16. Provide AutoCAD or other electronic files in a format suitable for the City's use. PDF copies of each submittal phase will be provided for distribution to relevant stakeholders.
17. Address and incorporate responses to applicable comments from the City and other regulatory agencies into 100 percent plans and specifications for bidding purposes;

TASK 11 - ADDITIONAL ENGINEERING SERVICES

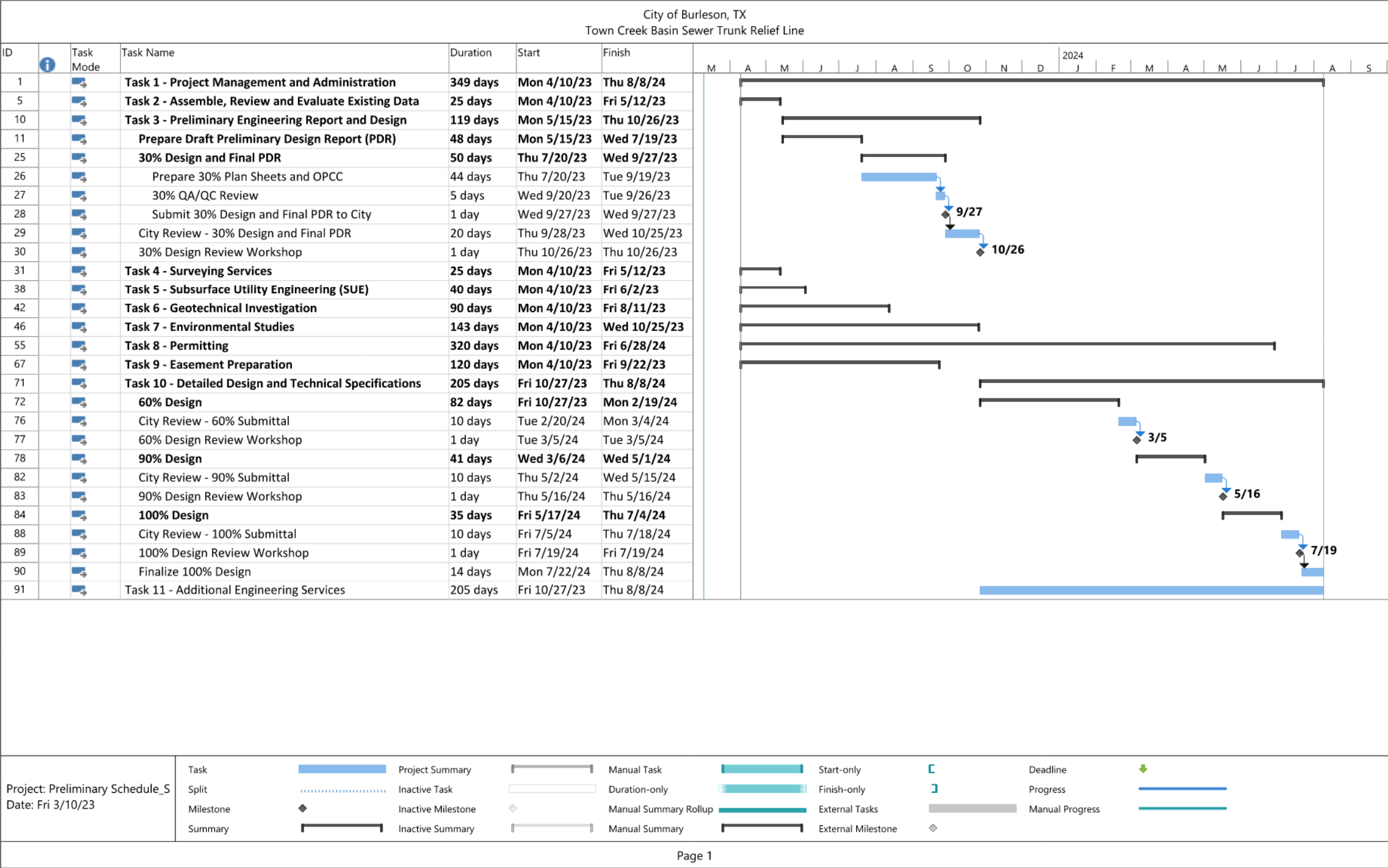
Various Additional Services incidental to the project, but not within the scope of the Basic Services, may be added and performed upon request and written approval of the City subject to **an additional charge**. Additional services may include but not be limited to the following:

1. Perform video inspection and/or pipeline cleaning.
2. Perform additional subsurface excavation in the event such excavation is required to locate existing facilities.
3. Prepare legal descriptions and plats in addition to the quantity indicated in Item B. Task 2.
4. Perform additional geotechnical assessment to determine soil, water table, or trenching characteristics.
5. Furnish construction plans and specifications.
6. Complete redrawing of construction plan sheets, if required, to reflect changes made in the scope of the construction contract after submission of final plans to the City.
7. Coordinate with landowners for right of entry or other project related requirements.
8. Provide additional full-size and/or half-size final plan sets and specifications for the project in addition to the quantity indicated in Item B Tasks 10.
9. Provide additional borings which may be occasioned by the depth to rock being deeper than anticipated or because of variability in geological conditions which necessitate additional evaluation to adequately define the stratigraphy.
10. Provide additional tree survey beyond services performed during initial contracted services.
11. Provide additional subsurface utility engineering level A SUE test holes to the quantity indicated in Item B Task 5.
12. Permit application fees and mitigation costs are not included in this agreement.
13. Environmental services are based on assumption that no state or federal funding is involved.
14. Presence/absence surveys for protected species, if necessary, will be conducted under an additional scope and budget, as needed.

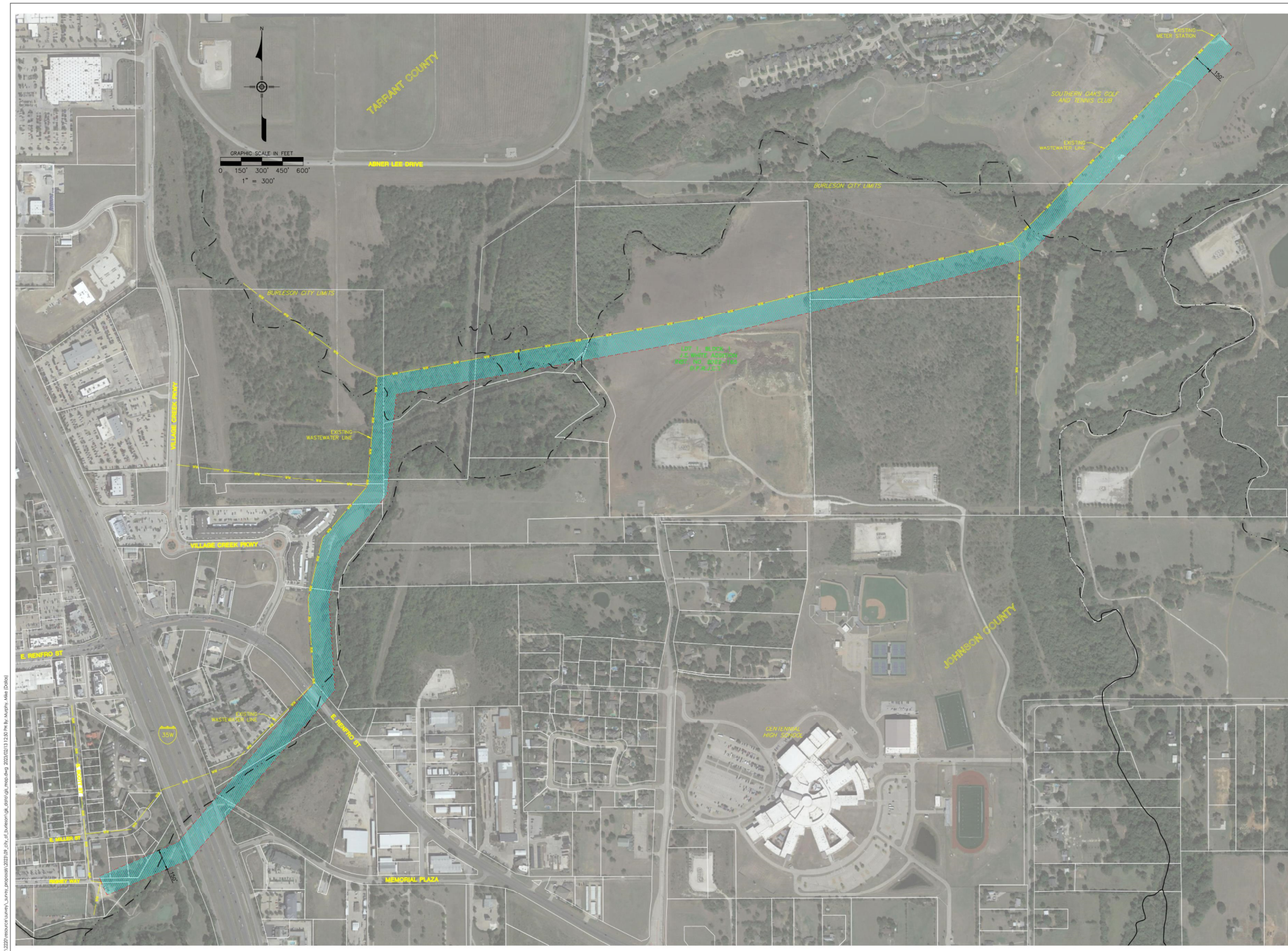
15. Coordination with Texas Parks and Wildlife and U.S. Fish and Wildlife Service and any associated survey or permitting is not included in this Agreement. A separate scope and budget will be requested if these services are required.
16. Preparation of an Individual Permit and/or mitigation planning and performance associated with the Section 404 of the Clean Water Act is not included in this Agreement. A separate scope and budget will be requested if these services are required.
17. Preparation of a National Environmental Policy Act (NEPA) environmental document is not included in this Agreement. A separate scope and budget will be requested if this document is required.
18. Testing and/or mitigation planning for any potential historic or archeological sites will be addressed under a separate scope and budget.
19. Documentation and curation of one cultural resources site is included in this Agreement. If additional sites requiring documentation and/or curation are required, a separate scope and budget will be requested.
20. Above-ground cultural resources surveys are not included in this Agreement.
21. This Agreement includes up to 10 person-days of cultural resources pedestrian surveys and eight person-days of mechanical trenching. A separate scope and budget will be requested if surveys in excess of these limits are required.
22. Surveys and environmental review of Contractor and Construction Specific Activities such as borrow pits, batch plants, etc. are not included in this Agreement. Environmental clearances, including permits, will be obtained by the construction contractor.

Stantec staff will estimate the right-of-way acquisition costs for each easement considering potential damages that may accrue as a result of the acquisition and apply incremental fees where condemnation is required. The landowner will be contacted to explain in detail the effects of the proposed acquisition. Negotiations will be made with the Landowner until an amicable agreement is reached or further negotiations are refused by the landowner. A report will be submitted to the client along with other documents required for the proper conclusion of the acquisition.

ATTACHMENT A – PROJECT SCHEDULE



ATTACHMENT B – PROPOSED TOPOGRAPHIC SURVEY AREA





 **Stantec**

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stantec.com

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Client/Project
 CITY OF BURLINGTON
 TOWN CREEK BASIN - SEWER TRUNK RELIEF LINE
 SITE ADDRESS
 City, State/Prov
 SITE EXHIBIT

Project Number:		2220XXXXXX	
File Name:		gis_map.dwg	
MJM			2023.02.13
Dwn.	Chkd.	Disgn.	YY.MM.DD
Drawing No.			
Revision		Sheet	

Scope of Services
TOWN CREEK BASIN SEWER TRUNK RELIEF LINE
Project No.

Exhibit A

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.

Stantec Consulting Services Inc.
Fort Worth, TX United States

Certificate Number:
2023-995305

Date Filed:
03/16/2023

Date Acknowledged:

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

City of Burleson

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

RFQ 2022-029
Town Creek Basin Sewer Trunk Relief Line

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stone, Jeff	Broomfield, CO United States	X	
	Lerner, Stuart	New York, NY United States	X	
	Mustang Acquisition Holdings Inc.	Broomfield, CO United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is David Irvine, and my date of birth is December 18, 1970.

My address is XXXXXX XXXX, Houston, TX, 77024, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County County, State of Texas, on the 16th day of March, 2023.
(month) (year)

David A. Irvine

Signature of authorized agent of contracting business entity
(Declarant)