
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. **PUBLIC PRESENTATIONS**

A. Proclamations

- A Proclamation recognizing May 19 - 25, 2024, as "National Public Works Week" in the City of Burleson. (*Recipient: Clint Sumerall, Deputy Director Public Works - Operations*)

B. Presentations

- Recognition of Conner Prince's Olympic Qualification for the 2024 Summer Games. (*Staff Contact: DeAnna Phillips, Director of Community Services*)

C. Community Interest Items

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

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

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

4. **CITIZENS APPEARANCES**

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

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

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

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

5. **CONSENT AGENDA**

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

- A.** Consider approval of the minutes from the May 6, 2024 regular council meeting and May 13, 2024 special council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B.** Consider approval of a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to modify a hooded left turn along SW Wilshire Blvd. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*
- C.** Consider approval of a minute order ratifying the Burleson 4A Economic Development Board's action on resolution 4A05202024LakewoodLandscape authorizing the reimbursement of R.A. Development, Ltd., for costs associated with design of landscaping and irrigation for Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$90,000. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- D.** Consider approval of a minute order ratifying the Burleson 4A Economic Development Board's action on resolution 4A05202024BlackRockCoffee for a Performance Agreement with C&C Burleson, LLC. for the design and construction of the modification of an existing hooded left turn lane along SW Wilshire Blvd. *(Staff Contact: Michelle McCullough, Assistant Director of Public Works/City Engineer)*
- E.** ETJ Release Petition for 3437 CR 807 (Case 24-158): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 12.75 acres of land known as Lot 1 & 2, Block 1, Pools Egan Addition. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

6. **GENERAL**

- A.** Consider approval of an ordinance amending Ordinance CSO#5218-09-2023, the City's Fee Schedule by adding fees associated with the right-of-way use applications in Old Town and amending the fees associated with golf cart rentals; finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a

severability clause, cumulative clause, and effective date. (*First Reading*) (*Staff Contact: Eric Oscarson, Deputy City Manager*)

- B.** Hold a public hearing and consider approval of an ordinance amending the Roadway Impact Fee Ordinance (CSO#5346-12-2023); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*) (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)
- C.** Consider approval of an award of CSP 2024-015 to Mountain Cascade of Texas, LLC for construction of the Burleson Westside Lift Station, Force Main, and Gravity Sewer project in the amount of \$7,430,761.00 with a project contingency of \$371,538.00 for a total of \$7,802,299.00 and consider a minute order ratifying the 4A Economic Development Corporation Board's action ratifying resolution 4A05202024WestsideLift for partial funding of the construction costs for the Burleson Westside Lift Station, Force Main, and Gravity Sewer project. (*Staff Contact: Michelle McCullough, Assistant Director/City Engineer*)
- D.** Consider approval of award of bid ITB 2024-013 to Gratex Utilities Inc. for the 2023 Water and Wastewater Rehabilitation project in the amount of \$6,752,053 with a project contingency of \$337,602 for a total amount of \$7,089,655. (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)
- E.** Consider approval of award of bid ITB 2024-014 to American Lighting and Signalization, LLC for the Hidden Creek Pkwy and Gardens Blvd Traffic Signal Project in the amount of \$404,243 with a project contingency of \$41,000 for a total authorization of \$445,243. (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)
- F.** Consider approval of a Professional Services Agreement with Birkhoff, Hendricks & Carter, LLP in the amount of \$166,788 for the Assessment of Long-term Water Supply Strategies project. (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

7. REPORTS AND PRESENTATIONS

- A.** Receive a report, hold a discussion, and provide staff direction regarding results from the 2024 City of Burleson Resident Satisfaction Survey. (*Staff Contact: Richard Abernethy, Administrative Services Director*)
- B.** Receive a report, hold a discussion, and provide staff direction on the City's Credit Card Processing Fees. (*Staff Contact: Richard Abernethy, Administrative Services Director*)
- C.** Receive a report, hold a discussion, and provide staff direction regarding fees associated with the solid waste program, street maintenance and storm water utility operations. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

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, Texas Government Code**

-Receive a report and hold a discussion regarding the Mockingbird Lane to CR 914A sanitary sewer, the Chapter 380 and Economic Development and Performance Agreement between the City of Burleson, the Burleson 4A Economic Development Corporation, R.A. Development, Ltd., et al. for Chisholm Summit, and the construction contract between R.A. Development, Ltd., and Dagger Construction

- B. 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**

10. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 15th of May 2024, by 6:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: May 20, 2024

SUBJECT:

Consider approval of the minutes from the May 6, 2024 regular council meeting and May 13, 2024 special council meeting. *(Staff contact: Amanda Campos, City Secretary)*

SUMMARY:

The City Council duly and legally met on May 6, 2024 for a regular council meeting and on May 13, 2024 for a special meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Amanda Campos, TRMC
City Secretary
acampos@burlesontx.com
817-426-9665

**BURLESON CITY COUNCIL REGULAR MEETING
MAY 6, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

Tommy Ludwig, City Manager
Eric Oscarson, Deputy City Manager
Harlan Jefferson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Lisandra Leal, Assistant City Secretary
Cara White, City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 5:30 p.m.

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

Invocation – Kevin Walkowiak, Pastor of Burleson Adventist 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. PUBLIC PRESENTATIONS –

A. Proclamations

- A Proclamation recognizing May 5 - 11, 2024, as "Public Service Recognition Week" in the City of Burleson. *(Recipient: City of Burleson Employee Events Committee)*
- A Proclamation recognizing May 5 - 11, 2024, as "Economic Development Week" in the City of Burleson. *(Recipient: Alex Philips, Director of Economic Development)*
- A Proclamation recognizing May 2024 as "Mental Health Month" with May 7, 2024 as "Mental Wellness Day" in the City of Burleson. *(Recipient: Veronica Sites, Burleson Rotary Club)*

B. Presentations

- Receive a report and recognize the graduating seniors on the Mayor's Youth Council. *(Presenter: Mayce Ball, Mayor's Youth Council Chair)*
- Receive a report and recognize Burleson Police Department's Chief of Police, Billy Cordell, on 40 years of law enforcement. *(Presenter: Mayor Chris Fletcher)*
- Receive a report, hold a discussion regarding the Regional Transportation Council. *(Presenter: Rick Bailey, Johnson County Commissioner Precinct 1)*

C. Community Interest Items

- Thank you to the Parks Department, Library, and everyone that participated in the Lunar Eclipse event.
- Thank you to the Burleson Police Department, for a great experience and their professionalism during a ride out.
- Thank you to the Burleson Fire Department for a great tour of their three fire stations, and appreciate their professionalism and interaction with all the fire fighters.
- Chisholm Trail 100 Club, provides life insurance for all first responders within Hood, Summerville, Johnson and Mansfield Counties (life policy for on and off duty).
- Congratulations to Council member Victoria Johnson on her re-election, and Alexa Boedeker newly elected and saying good bye to Council member Ronnie Johnson. Thank you to all the candidates for their campaigns.
- Thank you to Public Works, Police and Fire for protecting our city during the recent storms, flooding and lighting strikes.
- Thank you everyone that helped with the Hazardous Waste event, it was a great success.
- Thank you to the City Secretary's Office and all the election workers for all your hard work and professionalism during the election.
- National Day of Prayer was celebrated in the day Plaza but it was celebrated all over the community and state. There were beautiful prayers said over the community.
- Animal Shelter is having a supply drive and fundraiser, on May 11 from 9am-2pm at the Senior Activity Center, 216 SW Johnson Avenue.
- Mother's Day outing, Saturday, May 11, from 6-8pm, at the Mayor Vera Calvin Plaza, 141 W. Renfro Street.
- Super Safety Saturday, Saturday, May 18, from 9am-1pm, at Texas Health (Burleson) Neighborhood Care & Wellness, 2750 SW Wilshire Blvd.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- 5D and 5O.

4. **CITIZEN APPEARANCES**

- Bill Janusch, 117 NE Clinton Street, came forward to speak on children safety during flooding.

5. **CONSENT AGENDA**

A. Minutes from the April 15, 2024 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)

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

Motion passed 7-0.

B. Contract for the purchase of asphalt materials from Austin Asphalt Inc. and Texas Materials, Inc., through Inter-local Purchasing Agreement with Tarrant County for asphalt road surfacing products in the amount of \$100,000. (Staff Contact: Clinton Sumerall, Deputy Director of Public Works & Engineering)

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

Motion passed 7-0.

C. Contract for the purchase of one replacement Utility Response Vehicle for the Fire Department with Alternative Support Apparatus LLC (ASAP) in the amount of \$87,364 (Staff Contact: Clinton Sumerall, Deputy Director Public Works & Engineering)

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

Motion passed 7-0.

D. Cooperative Purchase Customer Agreement for the purchase of vehicle parts, supplies, and equipment with O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts, through Sourcewell Cooperative Purchasing (Contract# 032521-ORA) for three years in the amount of \$225,000. (Staff Contact: Richard Abernethy, Administrative Services Director) - REMOVED

Item 5D was removed from the consent agenda for separate discussion and consideration.

E. CSO#5454-05-2024, minute order rejecting bids for ITB 2024-012 Lift Station Rehabilitations. (Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager)

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

Motion passed 7-0.

- F. CSO#5455-05-2024, minute order rejecting the bid for ITB 2024-007 Bluebird Meadows Drainage Improvements. (Staff Contact: Tiana Jackson, P.E., CFM, Capital Engineering Manager)**

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

Motion passed 7-0.

- G. Three year contract with Metro Fire Apparatus Specialist, Inc. for the purchase of public safety & fire supplies, bunker gear and equipment in the amount of \$330,000. (Staff Contact: Casey Davis, Interim Fire Chief)**

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

Motion passed 7-0.

- H. CSO#5456-05-2024, resolution accepting the Quarterly Investment Report for December 31, 2023, as submitted in accordance with the Public Funds Investment Act (PFIA). (Staff Contact: Harlan Jefferson, Deputy City Manager)**

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

Motion passed 7-0.

- I. Two-year professional service agreement extension to CSO#1795-06-2021, in the amount of \$143,150 with Weaver LLC for audit services. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

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

Motion passed 7-0.

- J. CSO#5457-05-2024, resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 218 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: Errick Thompson, Director of Public Works and Engineering)**

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

Motion passed 7-0.

- K. CSO#5458-05-2024, resolution authorizing the City Manager to execute all necessary documents to enter into and close on a real estate contract with the Texas Department of Transportation, as purchaser, to convey fee simple title to approximately 287 square feet of land out of the David Anderson Survey, Abstract No. 4 in the City of Burleson, Johnson County, Texas. (Staff Contact: *Errick Thompson, Director of Public Works & Engineering*)**

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

Motion passed 7-0.

- L. CSO#5459-05-2024, resolution authorizing an amendment to the city's authorized account representatives with the Texas Local Government Investment Pool (TexPool). (Staff Contact: *Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)**

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

Motion passed 7-0.

- M. CSO#5460-05-2024, resolution authorizing an amendment to the city's authorized account representatives with the Local Government Investment Cooperative, TexSTAR, East West Bank, BOK Financial, InterBank, NexBank, U.S. Bank, and Wealth Management Group and listing the city's authorized account representatives with any banks or financial institutions that the city may use in the future. (Staff Contact: *Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)**

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

Motion passed 7-0.

- N. CSO#5461-05-2024, resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) for the Lakewood Drive connection to FM 1902. (Staff Contact: *Michelle McCullough, Assistant Director/City Engineer*)**

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

Motion passed 7-0.

- O. CSO#5462-05-2024, resolution approving the nomination of Johnson County Judge Christopher Boedeker to the Executive Board of the North Central Texas Council of Governments. (Staff Contact: *Justin Scharnhorst, Assistant to the City Manager*) - REMOVED**

Item 50 was removed from the consent agenda for separate discussion and consideration.

5. CONSENT AGENDA – REMOVED ITEMS

- D. Cooperative Purchase Customer Agreement for the purchase of vehicle parts, supplies, and equipment with O’Reilly Auto Enterprises, LLC dba O’Reilly Auto Parts, through Sourcewell Cooperative Purchasing (Contract# 032521-ORA) for three years in the amount of \$225,000. (Staff Contact: Richard Abernethy, Administrative Services Director)**

Richard Abernethy, Administrative Services Director, presented an agreement to the city council.

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

Motion passed 7-0.

- O. CSO#5462-05-2024, resolution approving the nomination of Johnson County Judge Christopher Boedeker to the Executive Board of the North Central Texas Council of Governments. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)**

Council member Larry Scott, spoke on the NCTCOG Executive Board requirements and an endorsement of a candidate by a municipality could be influential. He spoke of Judge Boedeker’s qualifications and encouraged council to endorse Judge Boedeker.

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

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. CSO#5463-05-2024, ordinance for voluntary annexation of approximately 88.471 acres of land located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to a previously approved development agreement located at Chisholm Summit at 9825 CR 1016, Voluntary Annexation (Case 23-375). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)**

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

Mayor Fletcher opened the public hearing. **Time: 6:35 p.m.**

Justin Bond, 236 E. Ellison, was available to answer any questions Council may have.

Mayor Fletcher closed the public hearing. **Time: 6:36 p.m.**

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

Motion passed 7-0.

- B. CSO#5464-05-2024, ordinance for a zoning change request from defaulted “A”, Agriculture and “PD” Planned Development District to “PD” Planned Development District for the Chisholm Summit master planned community located at Chisholm Summit at 9517 CR 1016 (Case 23-229). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval unanimously)**

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

Mayor Fletcher opened the public hearing. **Time: 6:41 p.m.**

Justin Bond, 236 E. Ellison, was available to answer any questions Council may have.

Mayor Fletcher closed the public hearing. **Time: 6:42 p.m.**

Motion made by Phil Anderson and seconded by Larry Scott to approve.

Motion passed 7-0.

7. GENERAL

- A. CSO#5465-05-2024, award of bid ITB 2024-010 to 2L Construction, LLC for the Service Center Drainage Improvements project in the amount of \$1,021,780 with a project contingency of \$100,000 for a total amount of \$1,121,780. (Staff Contact: Tiana Jackson, Engineering Manager - Capital)**

Tiana Jackson, Engineering Manager-Capital, presented a contract to the city council.

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

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction on the City’s Newspaper Services for public and legal notices. (Staff Contact: Richard Abernethy, Administrative Services Director)**

Richard Abernethy, Administrative Services Director, presented the city’s newspaper services to the city council.

Cody O’Brien, 548 Thistle Monde Circle, with the Bureson Buzz, came forward requesting the city use his services.

Mayor Chris Fletcher left the meeting at 7:05 p.m. Mayor Pro Tem Dan McClendon presided over the meeting.

B. Receive a report, hold a discussion, and provide staff feedback regarding Public Improvement Districts (PIDs) and Municipal Utility Districts (MUDs). (Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)

Tony McIlwain, Development Services Director, presented the Public Improvement Districts (PIDs) and Municipal Utility Districts (MUDs) to the city council.

Discussion included: responsibility for maintenance after the PID is complete, if the improvement is a public feature or part of the neighborhood, types of MUDs, purpose, and pros and cons of each.

Council was in favor of additional input/discussion with the Council Policy and Valuation Council Committee and to bring back for further discussion.

C. Receive a report, hold a discussion, and provide staff feedback regarding the city's legislative initiatives in preparation for the upcoming 89th session of the Texas Legislature. (Presenter: Snapper Carr, Focused Advocacy)

Lynlie Hurd and Brandon Aghamalian, with Focused Advocacy, presented the city's legislative initiatives for 89th session, council input, and advocacy process to the city council.

Council was in favor of creating a council committee for legislative action.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

10. RECESS INTO EXECUTIVE SESSION

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

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

- Receive a report and hold a discussion regarding the internal investigation into Human Resources Department Complaint No. 2023-0001 and No. 2023-0002

Motion was made by Larry Scott and seconded by Adam Russell to convene into executive session. **Time: 8:21 p.m.**

Motion passed 6-1; with Chris Fletcher absent.

Motion was made by Adam Russell and seconded by Ronnie Johnson to reconvene into open session. **Time: 8:28 p.m.**

Motion passed 6-1; with Chris Fletcher absent.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Council member Adam Russell requested that a Legislative Action Council Committee be created and to appoint three council members to the committee.

11. ADJOURNMENT

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

Mayor Pro Tem Dan McClendon adjourned the meeting.

Time: 8:29 p.m.

Monica Solko
Deputy City Secretary

**BURLESON CITY COUNCIL SPECIAL MEETING
MAY 13, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 5:00 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:00 p.m.**

2. CANVASS ELECTION

A. Consider approval of a Resolution accepting the results and canvassing the May 4, 2024, General Election. (Staff Contact: Amanda Campos, City Secretary)

Amanda Campos, City Secretary, presented the May 4, 2024 election tabulation results to the city council.

Motion made by Adam Russell and seconded by Larry Scott to accept the tabulation results as presented.

Motion passed 7-0.

Amanda Campos, City Secretary, presented a resolution canvassing the returns of the May 4, 2024 General Election to the city council.

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

Motion passed 7-0.

B. Administer the Oath of Office for Council Place 1 to Victoria Johnson, Council Place 3 to Alexa Boedeker, and Council Place 5 to Dan McClendon. (Staff Contact: Amanda Campos, City Secretary)

Amanda Campos, City Secretary, administered the oath of office to the newly elected and re-elected officials:

- Victoria Johnson Council, Place 1
- Alexa Boedeker Council, Place 3
- Dan McClendon Council, Place 5

C. Presentation to Council Place 3 Ronnie Johnson recognizing service to the community. (Presenter: Mayor Pro Tem Dan McClendon)

Mayor Pro Tem Dan McClendon recognized outgoing council member Ronnie Johnson with a gift of appreciation for his service.

Exchanging of seats with the newly elected officials who took their place at the dais.

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

3. GENERAL

A. Consider approval of a minute order appointing newly-elected City Council member Alexa Boedeker to council appointed positions on boards and committees. (Staff Contact: Amanda Campos, City Secretary)

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

Motion passed 7-0.

4. PUBLIC PRESENTATIONS

A. Recognition of the 1st Burleson 101 Civic Academy Graduating Class. (Staff Contact: Amanda Campos, City Secretary)

Amanda Campos, City Secretary, recognized the following graduates:

- Amber Bewley
- Will Coleman
- Denise Daniel
- Yane Di Nicola
- Ashley Hardaway
- Elizabeth Hargrove
- Andrea Kelly
- James Poirier
- Lauren Shelley
- Vicki Sorensen
- Janice Strickland
- Jessica Stuart

- Dena Hooley
- Dorrita Hottel
- Allen Hughes
- Sheila Wakeman
- David Weber
- Theresa Young

5. **CITIZEN APPEARANCES**

- None.

6. **ADJOURNMENT**

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

Mayor Fletcher adjourned the meeting.

Time: 5:30 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Michelle McCullough, P.E., CFM – Assistant Director/City Engineer
MEETING: May 20, 2024

SUBJECT:

Consider approval of a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to modify a hooded left turn along SW Wilshire Blvd. (*Staff Contact: Michelle McCullough, Assistant Director/City Engineer*)

SUMMARY:

Foremark Development, also known as C&C Burleson, LLC., is currently constructing a new retail building at 425 SW Wilshire Blvd., the former China King Buffet site. The new building will be the home of four new businesses: Shipley Doughnuts, Black Rock Coffee, Brident Dental, and a fourth tenant to be determined, which will increase the aesthetics of the property significantly.

The property includes two existing driveway connections to SW Wilshire Blvd. The driveway on the north side of the property serves as a shared access drive for the developer's property and the commercial property to the north. The existing drive to the south serves only the developer's site but is the point of access for the existing hooded left turn from SW Wilshire Blvd. into the developer's property.

As part of an initiative to reduce the number of driveway connections to SW Wilshire, the City engaged Kimley-Horn & Associates to perform a corridor study in 2020 and develop an access management plan. The City's development team utilizes the plan when reviewing proposed development within the corridor and evaluates opportunities to partner with developers to reduce or consolidate driveway connections. Staff met with the developer during the site plan review process to discuss removing one of the driveway connections to the site. Since there is an existing shared access easement for the northern driveway and TxDOT required the construction of a right-turn lane, it was determined the southern driveway could be removed and the shared access driveway utilized to access both the developer's site and the property to the north.

With the removal of the southern driveway, the hooded left turn along SW Wilshire Blvd would require modification to direct traffic into the shared access driveway. Construction of the right-turn lane and removal of the existing southern driveway increase the level of service along this portion of the roadway by allowing vehicles to move to the right out of the main lanes of travel while other vehicles continue north without slowing down.

Whenever improvements are proposed along TxDOT facilities, the city must approve a resolution and Local On-System Agreement (LOSA) as part of the permit process. In this case, modifications to an existing hooded left turn is proposed and would be subject to TxDOT requirements. Typically, the city would be responsible for the direct and indirect costs associated with reviewing the LOSA application; however, the city requested and received a waiver of those costs in the amount of \$35,731.00.

Once the LOSA has been executed TxDOT will issue the permit for construction which is anticipated to be completed within six months.

RECOMMENDATION:

Approve a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to modify a hooded left turn along SW Wilshire Blvd.

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

4A100223C&CBurleson (Performance Agreement)

REFERENCE:

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Assistant Director/City Engineer
mmcullough@burlesontx.com
817-426-9616



Local On-System Agreement

425 SW Wilshire
(Former China King Site)

City Council
May 20, 2024

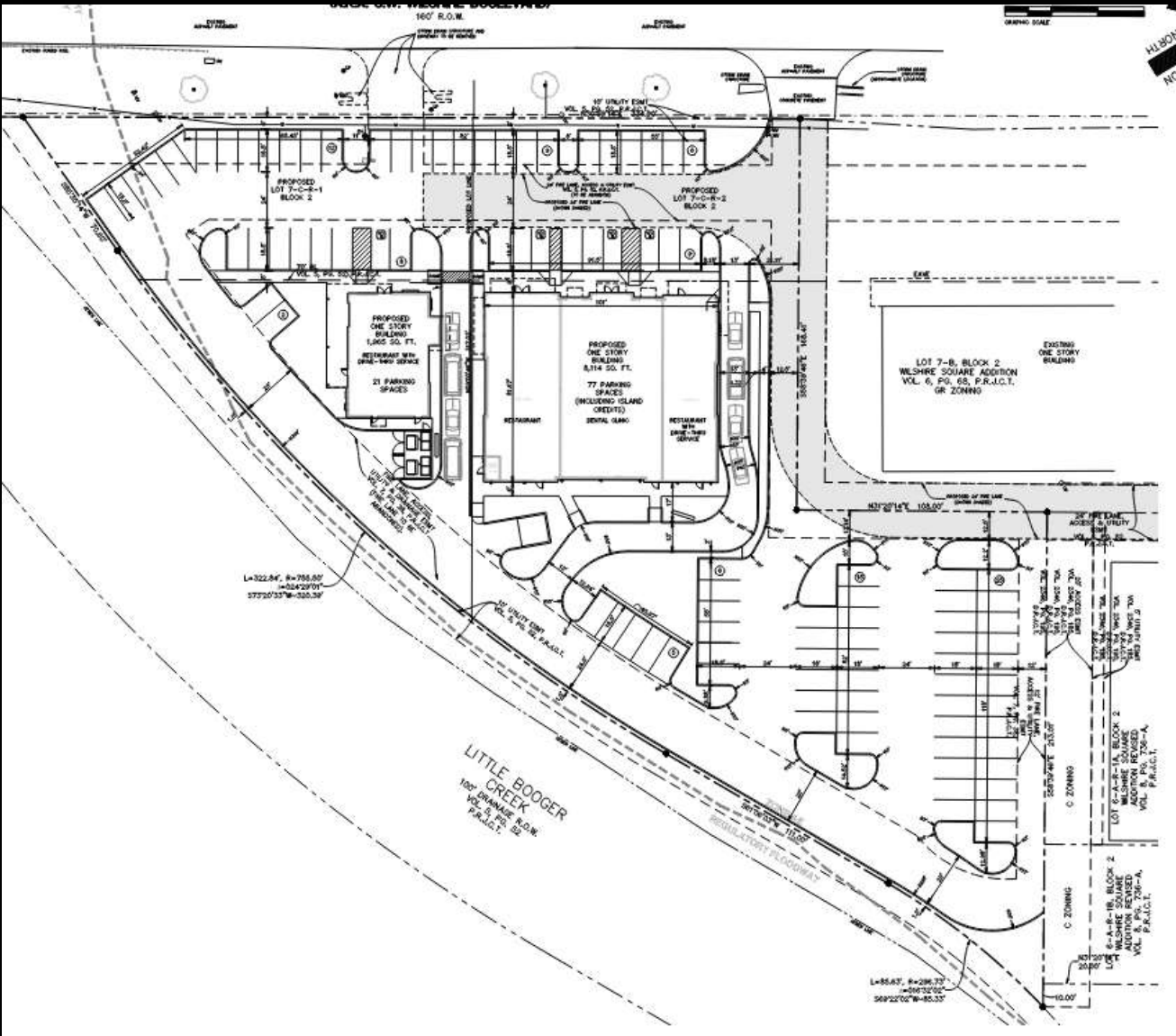
Project Background

October 2, 2023

- 4A Economic Development Board approved a Performance agreement with C&C LLC for incentives related to the re-development of the former China King site
- City Council ratified the 4A Board's action
- Performance agreement includes 4A reimbursement for costs related to construction of right turn lane

June 19, 2023 – Site plan administratively approved

November 3, 2023 – Notice to Proceed issued for public infrastructure improvements



Wilshire Blvd (SH 174)

Multiple driveway connections with few dedicated right turn lanes - lowers safety and level of service

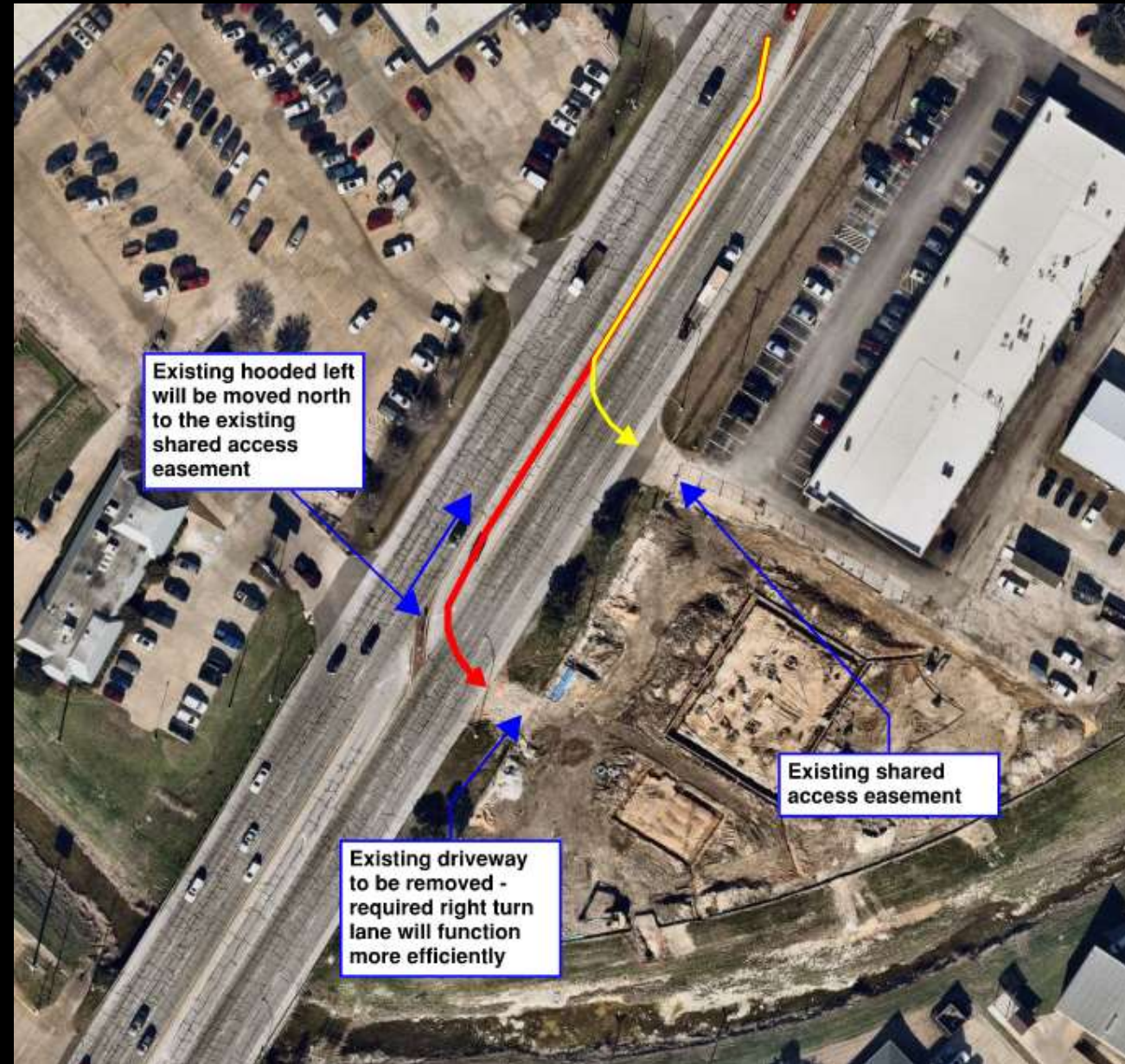
Staff reviews proposed developments for opportunities to work with developers to consolidate, remove, or improve existing driveway connections

Increased safety and level of service

Former China King Site (Black Rock Coffee)

- Existing driveway identified for removal (not required by TxDOT)
- Existing shared access driveway to be utilized to access two commercial properties
- TxDOT required a right turn lane for development – removing the existing south drive will allow turn lane to function more efficiently

Hooded left modification not required by TxDOT – 4A to fund as part of proposed re-development of site



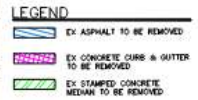
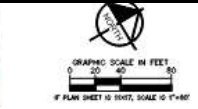
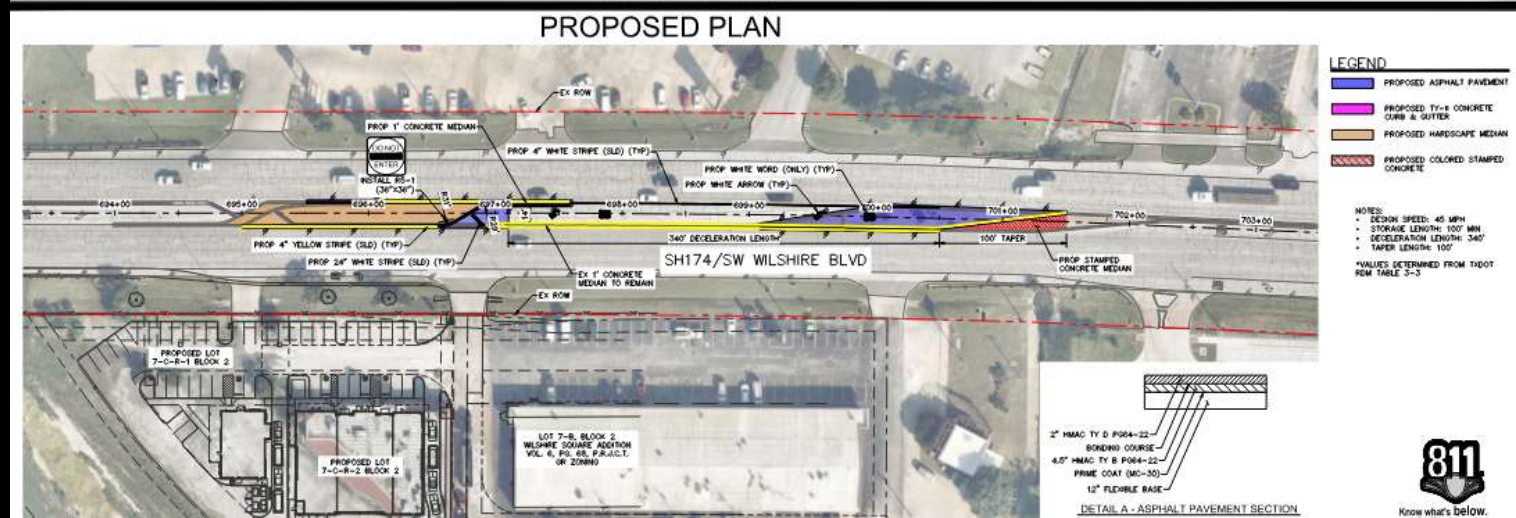
Proposed Improvements

Removal of existing south driveway connection

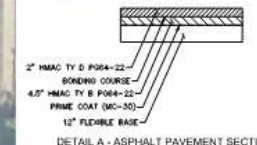
Modification of hooded left turn to existing shared driveway connection

Level of service increased in this portion of roadway

- Right turn lane will allow vehicles to move from the main lanes
- Allows other vehicles to continue to north without slowing down for turning vehicles
- Removes one driveway limiting access points where vehicles slow and turn into site



NOTES:
 • DESIGN SPEED: 45 MPH
 • STORAGE LENGTH: 100' MIN
 • DECELERATION LENGTH: 340'
 • TAPER LENGTH: 100'
 *VALUES DETERMINED FROM TYPOT REM TABLE 3-3



Local On-System Agreement

Required by permitting process for improvements proposed to TxDOT roadways

City is required to approve resolution as part of the LOSA

City to pay indirect/direct costs associated with LOSA Application

The city requested and received a waiver of these costs in the amount of \$35,731.00

Permit will be issued once LOSA is executed

Construction is anticipated to be completed within six months after permit is issued

CSJ #	02-4LOSA005
District #	02- Fort Worth
Code Chart 64 #	06600
Project Name	Median Improvements along SH 174 for Black Rock Coffee

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT For A LOCAL ON-SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the **City Of Burleson**, acting by and through its duly authorized officials, called the "Local Government." The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

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

AGREEMENT

- 1. Period of the Agreement**
This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

Council Action Requested

Approve a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to modify a hooded left turn along SW Wilshire Blvd

Questions / Discussion

Michelle McCullough
Assistant Director / City Engineer
817-426-9616
mmcullough@burlesontx.com

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON SUPPORTING ENTERING INTO AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT AT STATE HIGHWAY 174 NEAR BLACK ROCK COFFEE, BY AND BETWEEN THE CITY AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; AND PROVING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized to enter into contracts with the State of Texas, including agreements for local on-system improvement projects with the Texas Department of Transportation; and

WHEREAS, the City Council has been presented a proposed agreement for a local on-system improvement project by and between the City and the State of Texas, acting by and through the Texas Department of Transportation for a total estimated cost of \$372,000.00 plus any cost overruns (hereinafter the “Agreement”), for a construction project at State Highway 174 near Black Rock Coffee, more specifically modifying the median and shifting the hooded left for southbound traffic to the new driveway from 300’ Southwest of NW Newton Dr to 430’ Northeast of Exchange St, striping and signage modifications with the median improvements, and other work as described in the Agreement (hereinafter the “Project”); and

WHEREAS, the City Council supports entering into the Agreement; and

WHEREAS, the City possesses the funds on hand to participate in the Agreement, and is committed, subject to the terms and conditions of the Agreement;

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

Section 1.

The City Council hereby designates the City Manager as the City’s authorized official with the authority to execute the Agreement for the Project on behalf of the City, and directs the City Manager to execute the Agreement on behalf of the City. The City Council further directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation. The City is responsible for the project estimated cost of \$372,000.00 plus any cost overruns.

Section 2.

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 3.

The City Council finds and determines that the meeting at which this resolution is passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

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 _____, 2023.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

CSJ #	02-4LOSA005
District #	02- Fort Worth
Code Chart 64 #	06600
Project Name	Median Improvements along SH 174 for Black Rock Coffee

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City Of Burleson**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

CSJ #	02-4LOSA005
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2. Scope of Work

The Project consists of **modifying the median and shifting the hooded left for southbound traffic to the new driveway from 300' Southwest of Northwest Newton Dr to 430' Northeast of Exchange St (as shown in Attachment A). The left turn lane into the driveway will be modified, meeting Roadway Design Manual requirements for turn lane storage. The median improvements will also include striping and signage modifications.**

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within 12 months after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within 36 months after the date the State authorizes in writing for the Local Government to commence construction of the Project.

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District #	02- Fort Worth
Code Chart 64 #	06600
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H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government’s failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State’s satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State’s satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

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Code Chart 64 #	06600
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8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the

CSJ #	02-4LOSA005
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award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
City Manager City Of Burleson 141 W Renfro St Burleson, Texas, 76028	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

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15. Legal Construction

If 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 other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified

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on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Tommy Ludwig

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

City Manager

Typed or Printed Title

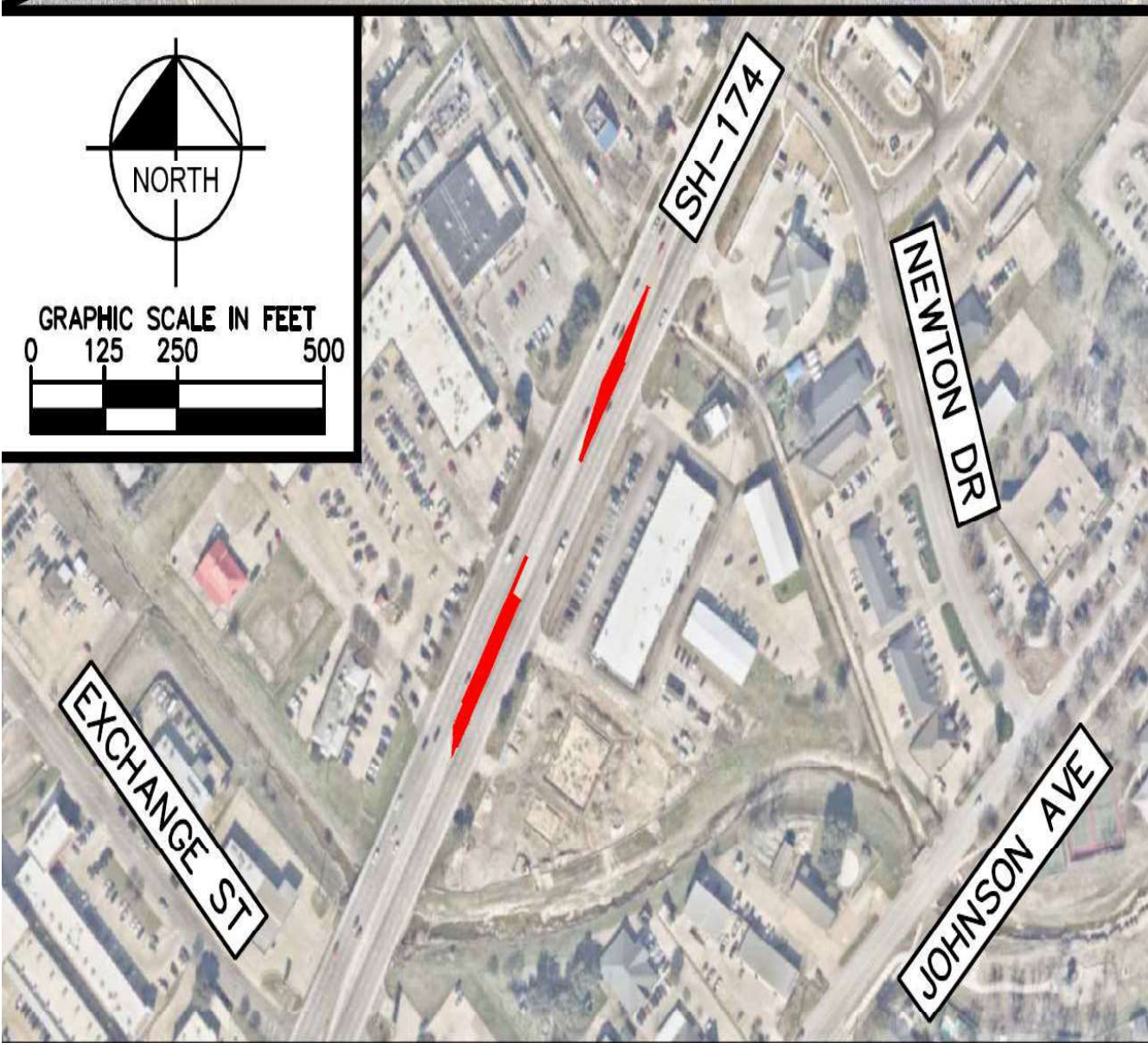
Typed or Printed Title

Date

Date

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**ATTACHMENT A
PROJECT LOCATION MAP**



CSJ #	02-4LOSA005
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**ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$7,200	
Right of Way	\$0	
Engineering	\$60,000	
Utility Work	\$0	
Construction	\$305,000	
Subtotal for Project Phases		\$372,200
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$4,651	
Right of Way	\$1	
Engineering	\$4,652	
Utility Work	\$1	
Construction	\$9,305	
Subtotal for Direct State Costs		\$18,610
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$17,121
TOTAL ESTIMATED COST OF PROJECT		\$407,931

\$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
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CSJ #	02-4LOSA005
District #	02- Fort Worth
Code Chart 64 #	06600
Project Name	Median Improvements along SH 174 for Black Rock Coffee

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: May 20, 2024

SUBJECT:

Consider approval of a minute order ratifying resolution 4A05202024LakewoodLandscape authorizing the reimbursement of R.A. Development, Ltd., for costs associated with design of landscaping and irrigation for Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$90,000. (*Staff Presenter: Eric Oscarson, Deputy City Manager*)

SUMMARY:

On June 7, 2021, the City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement). Per the agreement, the Developer is responsible for designing and constructing Lakewood Drive, which is currently under construction. Landscaping and irrigation along Lakewood Drive is planned as part of the project.

On November 13, 2023, the City Council reviewed and recommended landscape options for Lakewood Drive. The recommendation from the City Council was for a denser landscape plan closer to the business park and the future Chisholm summit development with it transitioning to a more minimal landscaping as you approached CR1020. RA Development and the city have worked with a local landscape architect, LL Green Design, to begin the design for landscape and irrigation following that guidance.

The total budget for design and construction of landscaping is \$2,500,000. The design fee is \$90,000 for full landscape and irrigation design. Per the 380 agreement, RA Development will be responsible for design and the city will reimburse.

The current plan is to have completed landscape and irrigation design complete in time for a fall 2024 planting schedule.

RECOMMENDATION:

Approve a minute order ratifying resolution XXX authorizing the reimbursement of R.A. Development, Ltd., for costs associated with design of landscaping and irrigation for Lakewood Drive pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in the amount of \$90,000.

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

September 20, 2021 – Economic Development Corporation Board (EDCB) – Type A

- Reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive

September 20, 2021 – City Council

- Reimbursement resolution to R.A. Development, Ltd. for sewer design costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive and sanitary sewer facilities
- Ratification of EDCB action on the design contract with Kimley Horn Associates for design review of Lakewood Drive

October 3, 2022 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

October 3, 2022 – City Council

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

REFERENCE:

Resolution -

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: 4A Bond Fund

Full Account #: 4403101-70020

Amount: \$90,000

Project number: DV2304

STAFF CONTACT:

Eric Oscarson

Deputy City Manager

eoscarson@burlesontx.com

817-426-9837

Lakewood Drive Landscape Design

City Council
May 20, 2024





RA Development, Ltd

Project Manager / Developer

Serves as project manager per 380 Agreement approved on June 7, 2021

Responsible for designing and constructing Lakewood Drive

Includes landscape and irrigation design and construction

4A Economic Development Corporation Board to reimburse RA Development, Ltd for costs associated with the design and construction of Lakewood Drive

Lakewood Drive

4-lane divided roadway

10-foot shared path within parkway on both sides

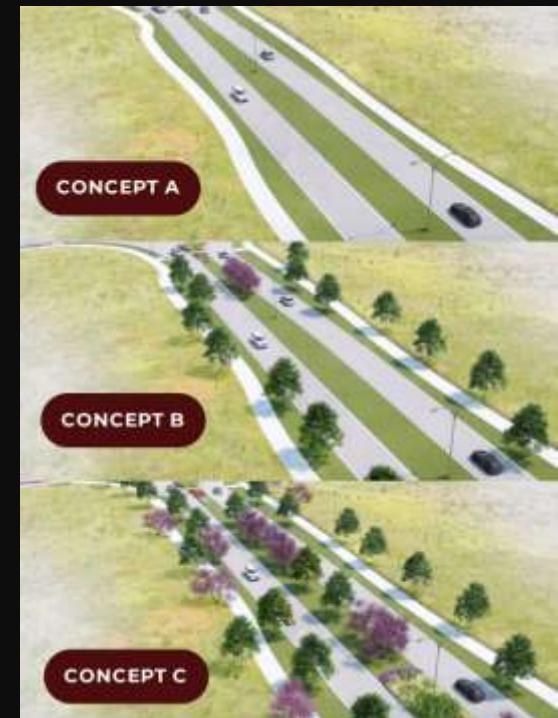


Lakewood – currently under construction

Landscape Design Options

Presented to Council on November 13, 2023

- Concept A - \$534,868
- Concept B - \$919,726
- Concept C - \$1,747,861



Lakewood Drive

Landscape Recommendation

- **DENSE LANDSCAPING IN PARKWAYS AND MEDIANS**
 - Art feature in roundabout
 - 400 three-inch caliper shade trees
 - 210 two-inch caliper ornamental trees
 - 47,600 sf of shrubs and ground cover plantings
 - 226,400 sf of Bermuda sod
 - 274,000 sf irrigation system
- **ESTIMATED INSTALLATION COST - \$1,747,861**
- **ESTIMATED ANNUAL OPERATING AND MAINTENANCE COST - \$110,000/YR**



Project Budget

Overall Budget for the 4A Economic Development Corp included
\$25M for Lakewood Drive

\$18M - Construction of Lakewood Drive (including
\$3M contingency)

\$3.5M – Pedestrian/street lighting & burial of
overhead electric lines

\$2.5M - Landscaping parkways and medians

\$90,000 Design

\$1.75M Construction



Council Action



Approve a minute ordered ratifying the resolution authorizing the reimbursement of R.A. Development, Ltd. for costs associated with landscaping and irrigation design in the amount of \$90,000.





Questions/Discussions

Eric Oscarson

Deputy City Manager

817-426-9837

eoscarson@burlesontx.com

**Burleson 4A Economic Development Corporation
RESOLUTION 4A05202024LakewoodLandscape**

WHEREAS, the Burleson 4A Economic Development Corporation (“BEDC”), known as the 4A Corporation, was incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979 (the “Act”); and

WHEREAS, the City of Burleson, Texas (“City”), R.A. Development, Ltd. (“Developer”), the Burleson 4A Economic Development Corporation (“BEDC”), and other parties entered into that certain Chapter 380 and Economic Development and Performance Agreement, for the development of Chisholm Summit and Hooper Business Park (the “Agreement”); and

WHEREAS, the Agreement calls for the Developer to design and construct certain road improvements and for the BEDC to reimburse Developer for the funds paid for the construction of such improvements; and

WHEREAS, the Developer is ready to contract with LL Green Design, for landscape and irrigation design for Lakewood Drive, and

WHEREAS, the Agreement requires that the City Council approve all design costs for any design prior to reimbursement; and

WHEREAS, the Developer submitted to the City and BEDC an estimated cost of construction from LL Green Design for the design in the amount of \$90,000 (the “Estimated Design Costs”); and

WHEREAS, the BEDC finds that the design costs are in accordance with the Design Costs will further the purposes and findings set forth in the Agreement; and

WHEREAS, the BEDC desires to authorize to the City Manager to review the actual receipts and invoices received from the Developer for costs actually incurred in the design of the Improvements and to reimburse the Developer in accordance with the Agreement in the amount of Estimated Design Costs; and

WHEREAS, the BEDC, after review, desires to approve the reimbursement of the Estimated Design Costs for the Improvements to the Developer in accordance with the Agreement.

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

Section 1

The BEDC hereby approves the reimbursement of the Estimated Design Costs for the Improvements to the Developer in accordance with the Agreement.

Section 2

The City Manager is authorized to reimburse the Developer for costs actually incurred in the design of the Improvements and set forth in the Estimated Design Costs. Since LL Green Design is performing the design work for the Improvements, the reimbursement shall be paid to Developer upon Developer providing proof of payment to LL Green Design for the Improvements.

Section 3

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

Section 4

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

Section 5

That the terms and provisions of this resolution shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this resolution shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this resolution and the remainder of such resolution shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 6

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

DULY RESOLVED by the Burleson 4A Economic Development Corporation on the _____ day of _____, 20_____.

Dan McClendon, President
Burleson 4A Economic Development Corporation

ATTEST:

Amanda Campos, Secretary
Burleson 4A Economic Development Corporation

(Seal)



PROFESSIONAL SERVICES AGREEMENT

Preliminary Provisions

This agreement is made as of April 30, 2024, between the Client and LL Green Design, LLC for the Professional Services as provided herein.

Client

RA Development
240 E. Renfro St.
Burleson, Texas 76028

LL Green Design, LLC (LLG)
10106 Caribou Trail, Dallas, TX 75238

Project

Approx. 1.95 miles of new road "Lakewood Drive" beginning at FM 1902, and in a easterly direction. This is a new roadway alignment with one roundabout. Consultant will provide landscape and irrigation plans for median and parkway areas within the R.O.W..

Compensation

- Schematic Design (30%) - \$25,000
- Design Development (60%) – \$30,000
- Construction Documents (90% & 100%) \$35,000

Total Fees: \$90,000



Article 1

Professional Services

1.1 Standard of Care

The Landscape Architectural & Consulting Services, shall be known as “Professional Services,” shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Professional Services to be provided under this Agreement are:

Schematic Design

Following Council approved design intent presentation, LL Green Design (Consultant), will develop 30% SD level plans to identify preliminary layout of the landscape plan. Plans will meet current City of Burleson ROW landscape requirements. This will include but not limited to, plantings within the median as well as the parkways. Planting to consist of trees, shrubs, sod, hardscape elements, and coordination of placement for sculpture piece (by others).

Deliverables

- 30% Schematic Design Landscape Plans

Design Development

Following approval of the SD plans, Consultant will prepare 60% Design Development plans to refine the landscape design. Preliminary notes, material schedules, and details will be provided as part of this submittal.

Deliverables:

- 60% Design Development Landscape Plans
- 60% Design Development Landscape Notes, Details, and Schedules



Construction Documents

Following approval of the DD plans, Consultant will prepare Final Construction Documents, to be submitted at a 90% final review, and then issuance of 100% CDs for construction. Plan set will include landscape notes, material schedules, and construction details.

1.3 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.4 Schedule of Performance

The Client's signature on the Agreement shall be the basis for LLG to begin providing services for the Project. LLG shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.

Article 2

Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. LLG shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

LLG shall reasonably strive to propose designs and prepare documents consistent with the Client's budgets parameters. If provided by LLG as part of the Scope of Services, opinions of probable construction costs are based on LLG's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to LLG in a timely manner so as not to delay the performance of the Professional Services.



Article 3 Ownership of Documents

LLG shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by LLG (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to LLG, LLG grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4 Compensation

4.1 Compensation for Professional Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by LLG, its employees, and consultants in the interest of the Project plus an administrative fee of 10%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to LLG shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of LLG's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 10% simple interest per month. At LLG's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of LLG, the Scope of Services to be provided under this Agreement has not been completed within 60 days of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5 Indemnification

Client and LLG each agree to indemnify and hold harmless the other, and their respective offices, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Clients and LLG, they shall be borne by each party in proportion to its negligence.



Article 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8 Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to assignment of proceeds.

8.2 Governing Law

The law in effect at LLG's principal place of business shall govern the Agreement.

8.3 Complete Agreement

The Agreement represents the entire understanding between the Client and LLG and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and LLG.

LL Green Design, LLC.

Agent: _____ Date: 4/30/2024

_____Anna Sullivan, RLA_____

CLIENT- RA Development

Agent: _____ Date: May 7, 2024

Print: Justin Bond, COO Phone: 817-880-1220

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Michelle McCullough, P.E., CFM – Assistant Director/City Engineer
MEETING: May 20, 2024

SUBJECT:

Consider approval of a minute order ratifying the Burleson 4A Economic Development Board's action on a Performance Agreement with C&C Burleson, LLC. for the design and construction of the modification of an existing hooded left turn lane along SW Wilshire Blvd. (*Staff Contact: Michelle McCullough, Assistant Director of Public Works/City Engineer*)

SUMMARY:

Foremark Development, also known as C&C Burleson, LLC., is currently constructing a new retail building at 425 SW Wilshire Blvd., the former China King Buffet site. The new building will be the home of four new businesses: Shipley Doughnuts, Black Rock Coffee, Brident Dental, and a fourth tenant to be determined, which will increase the aesthetics of the property significantly.

The property includes two existing driveway connections to SW Wilshire Blvd. The driveway on the north side of the property serves as a shared access drive for the developer's property and the commercial property to the north. The existing drive to the south serves only the developer's site but is the point of access for the existing hooded left turn from SW Wilshire Blvd. into the developer's property.

As part of an initiative to reduce the number of driveway connections to SW Wilshire, the city engaged Kimley-Horn & Associates to perform a corridor study in 2020 and develop an access management plan. The City's development team utilizes the plan when reviewing proposed development within the corridor and evaluates opportunities to partner with developers to reduce or consolidate driveway connections. Staff met with the developer during the site plan review process to discuss removing one of the driveway connections to the site. Since there is an existing shared access easement for the northern driveway and TxDOT required the construction of a right-turn lane, it was determined the southern driveway could be removed and the shared access driveway utilized to access both the developer's site and the property to the north.

With the removal of the southern driveway, the hooded left turn along SW Wilshire Blvd would require modification to direct traffic into the shared access driveway. Construction of the right-turn lane and removal of the existing southern driveway increase the level of service along this portion of the roadway by allowing vehicles to move to the right out of the main lanes of travel while other vehicles continue north without slowing down.

RECOMMENDATION:

Approve a minute order ratifying the Burleson 4A Economic Development Board's action on a Performance Agreement with C&C Burleson, LLC. for the design and construction of a modification to an existing hooded left turn lane along SW Wilshire Blvd.

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

October 2, 2023

- Burleson 4A Economic Development Board approved a Performance Agreement for incentives related to re-development of the former China King site.
- City Council ratified the Burleson 4A Economic Development Board's action on a Performance Agreement for incentives related to re-development of the former China King site.

REFERENCE:

4A100223C&CBurleson (Performance Agreement)

FISCAL IMPACT:

Budgeted Y/N: N

Fund Name: 4A Bond Fund

Full Account #s: XXXXXX

Amount: \$409,560.00

Project: DV2404

STAFF CONTACT:

Michelle McCullough, P.E., CFM

Assistant Director/City Engineer

mmccullough@burlesontx.com

817-426-9616



Performance Agreement

425 SW Wilshire
(Former China King Site)

City Council
May 20, 2024

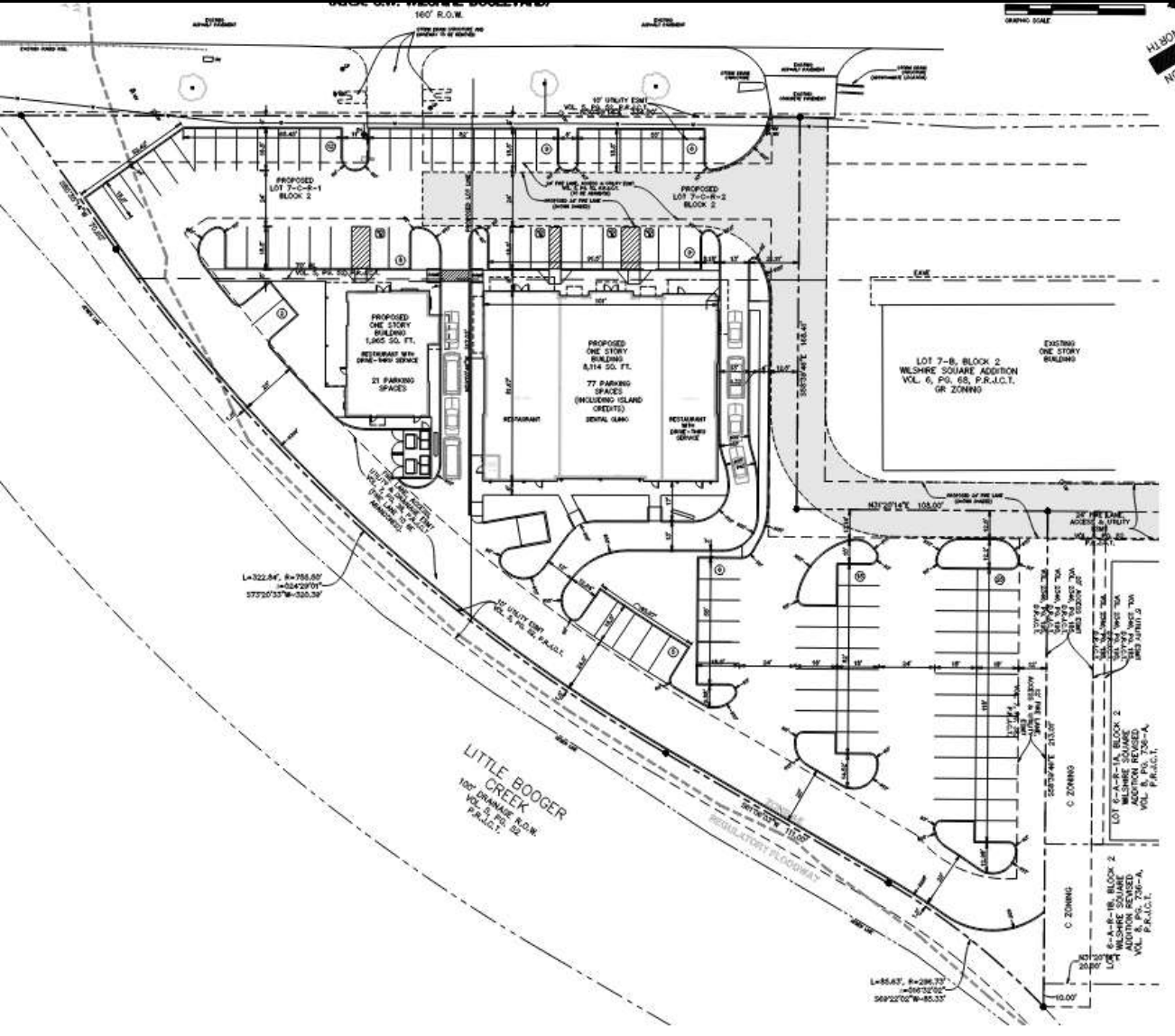
Project Background

October 2, 2023

- 4A Economic Development Board approved a Performance agreement with C&C LLC for incentives related to the re-development of the former China King site
- City Council ratified the 4A Board's action
- Performance agreement includes 4A reimbursement for costs related to construction of right turn lane

June 19, 2023 – Site plan administratively approved

November 3, 2023 – Notice to Proceed issued for public infrastructure improvements



Wilshire Blvd (SH 174)

Multiple driveway connections with few dedicated right turn lanes - lowers safety and level of service

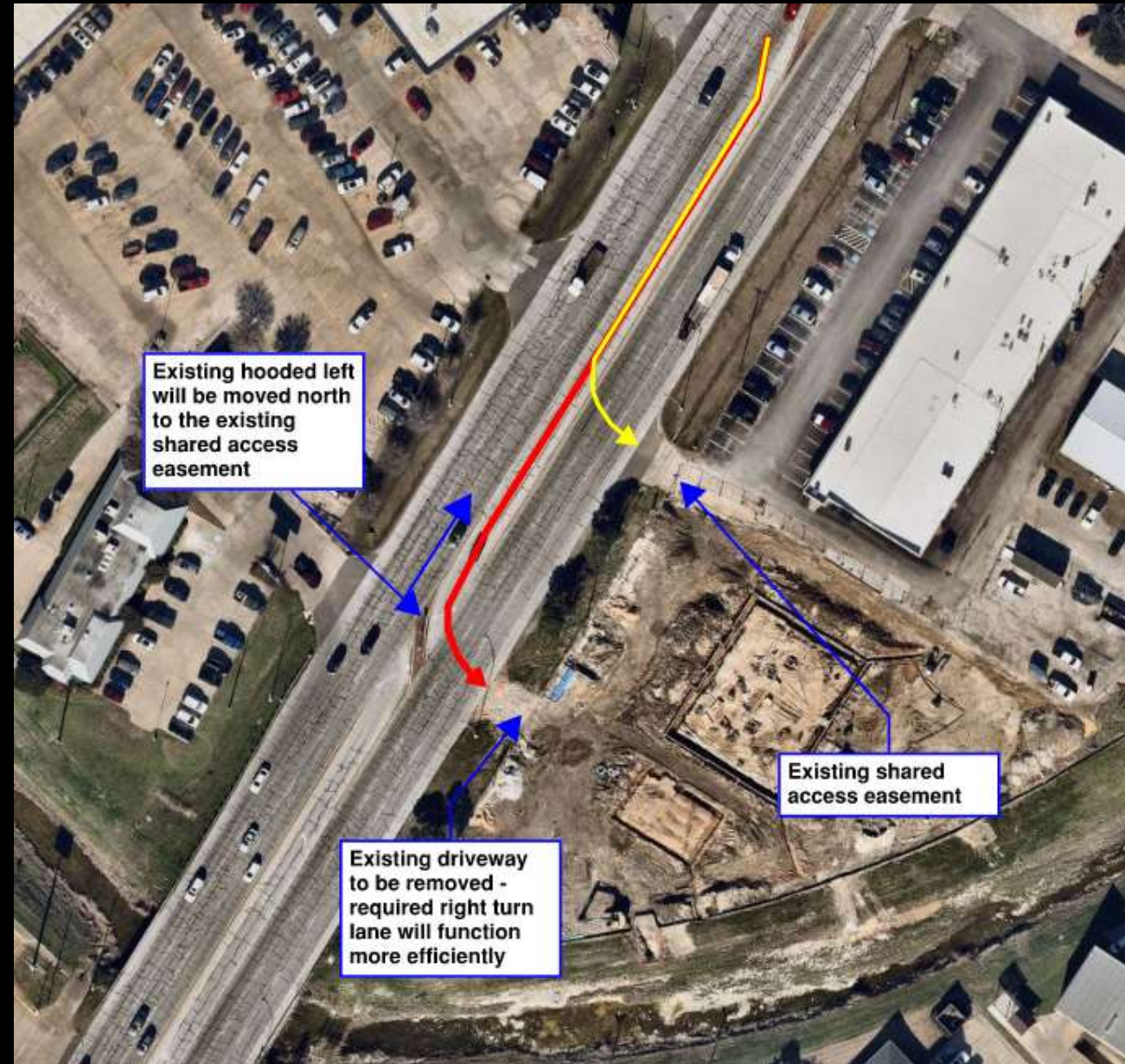
Staff reviews proposed developments for opportunities to work with developers to consolidate, remove, or improve existing driveway connections

Increased safety and level of service

Former China King Site (Black Rock Coffee)

- Existing driveway identified for removal (not required by TxDOT)
- Existing shared access driveway to be utilized to access two commercial properties
- TxDOT required a right turn lane for development – removing the existing south drive will allow turn lane to function more efficiently

Hooded left modification not required by TxDOT – 4A to fund as part of proposed re-development of site



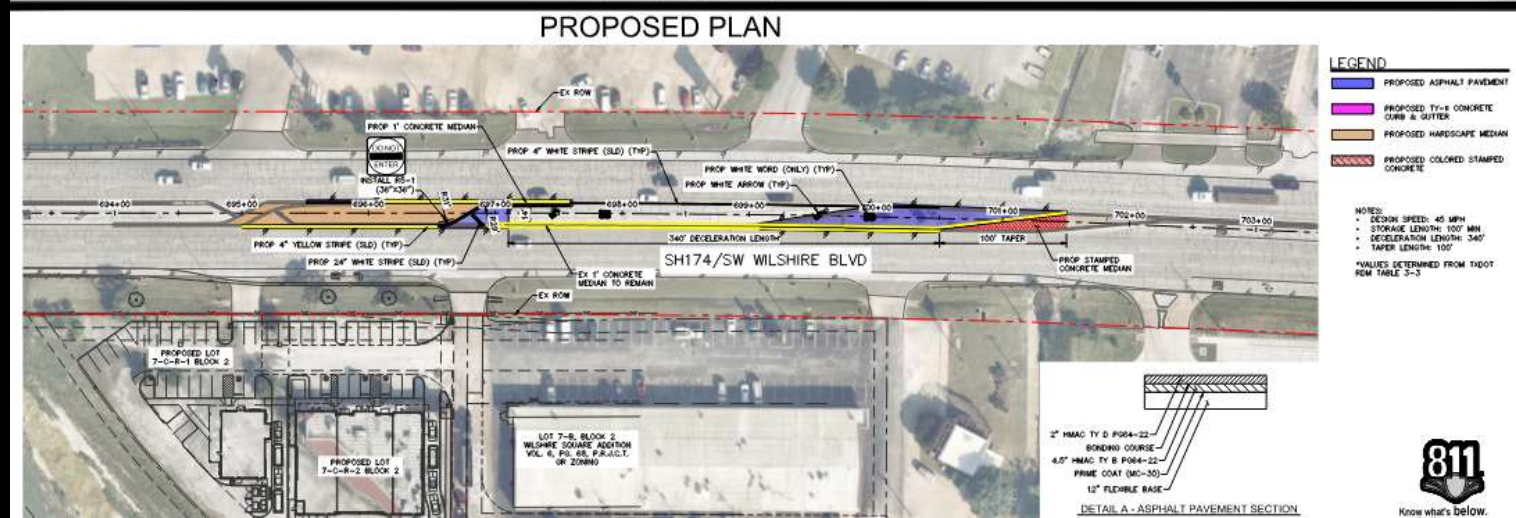
Proposed Improvements

Removal of existing south driveway connection

Modification of hooded left turn to existing shared driveway connection

Level of service increased in this portion of roadway

- Right turn lane will allow vehicles to move from the main lanes
- Allows other vehicles to continue to north without slowing down for turning vehicles
- Removes one driveway limiting access points where vehicles slow and turn into site



Total estimated costs to be funded by 4A - \$409,596.00

Council Action Requested

Approve a minute order ratifying the Burleson 4A Economic Development Board's action on a Performance Agreement with C&C Burleson, LLC. for the design and construction of the modification of an existing hooded left turn lane along SW Wilshire Blvd

existing hooded left turn lane along SW Wilshire Blvd
the design and construction of the modification of an
performance agreement with C&C Burleson, LLC. for

Questions / Discussion

Michelle McCullough
Assistant Director / City Engineer
817-426-9616
mmccullough@burlesontx.com

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

This Performance Agreement (the “Agreement”) is entered into as of _____, 2024 (the “Effective Date”) by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation (“BEDC”), by and through its Board President, and C&C Burleson, LLC, a Texas limited liability company (“Developer”), by and through its manager.

WITNESSETH:

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

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

WHEREAS, Developer is the current owner of real property in the Wilshire Corridor commonly known as 425 SW Wilshire Blvd in Burleson, Johnson County, Texas, as more particularly described on **Exhibit C** attached hereto (the “Property”); and

WHEREAS, Developer is developing mixed-use facilities on the Property (the “Development”) and Developer and the BEDC have previously entered into a development agreement to provide incentives for the Developer to construct the Development and establish development standards; and

WHEREAS, the City of Burleson desires to increase traffic safety and maneuverability on SW Wilshire Blvd; and

WHEREAS, a 2021 conceptual plan prepared for the City by Kimley-Horn identifies existing driveway connections that can be removed, consolidated, or improved to increase the level of service on SW Wilshire Blvd. (the “Plan”), attached hereto as **Exhibit A**; and

WHEREAS, the Plan also recommends improvement to the left turn lane to allow vehicles to safely maneuver off the main road into the drive; and

WHEREAS, Developer has agreed to design and construct improvements to SW Wilshire Blvd adjacent to the Development to include removing one dedicated drive connection to the Development, and the modification of an existing turn lane to serve the remaining shared drive connection to the Development and adjacent commercial

properties; and

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

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

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

ARTICLE 1. **AUTHORIZATION**

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

ARTICLE 2. **DEFINITIONS**

2.01 The terms “Agreement,” “BEDC,” “City,” “Developer,” “Development,” “Effective Date,” “Plan,” “Project,” and “Property,” “Wilshire Corridor” shall have the meanings provided, above.

2.02 “Construction Costs” means Sixty Thousand Seven Hundred Dollars (\$60,700.00) for engineering costs, administrative costs, and legal expenses for the Project and the costs set forth in the bid in **Exhibit B**, plus up to ten percent (10%) additional bid cost for any approved overage, for a total of Four Hundred Nine Thousand Five Hundred Ninety-Six Dollars (\$409,596.00).

2.03 “Event of Bankruptcy” means the dissolution or termination of Developer’s existence as a going business, insolvency, appointment of receiver for any part of Property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within ninety (90) days after the filing thereof.

2.04 “Incentives” mean the payment by BEDC to fund the Project, as set forth in this Agreement.

2.05 “Project” means the design and construction of improvements to SW Wilshire Blvd adjacent to the Development, to include the removal of one dedicated drive connection and improvements to a left turn lane in the shared drive connection as depicted on **Exhibit A**.

2.06 “Substantially Complete” with regard to the Project means the date upon which the City or Texas Department of Transportation (TxDOT) issues a Letter of Substantial Acceptance to Developer for completion of the construction of the Project.

ARTICLE 3. **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate when the obligations of each party are complete, including but not limited to, Developer’s Substantial Completion of the Project and BEDC’s finalized payment of the Construction Costs.

ARTICLE 4. **IN GENERAL**

4.01 It is the parties’ intent to cooperate in the implementation of the Plan, attached hereto as **Exhibit A**, in order to increase the level of service and traffic safety along Wilshire Blvd. adjacent to the Development. Developer is responsible for the engineering and construction of the Project and the BEDC has agreed to provide funding for the Project.

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

Exhibit A –The Conceptual Removal Plan and Proposed Plan

Exhibit B – The Bid Documents Submitted by Terrell General Contractors, LLC

ARTICLE 5. **COVENANTS OF DEVELOPER**

5.01 Covenants Regarding the Project. In consideration of BEDC agreeing to pay Developer the Incentives in accordance with the terms, provisions, and conditions of this Agreement, Developer agrees to the following:

A. Employ engineers to design the Project.

B. Developer shall commence construction of the Project no later than thirty (30) days after the date of all necessary TxDOT approvals for the Project and Substantially Complete the Project twelve (12) months thereafter.

C. Construction of the Project shall be in full conformance with the Plan, the ordinances of the City of Burleson, applicable state and federal law and shall meet all TxDOT requirements.

ARTICLE 6.
COVENANTS AND INCENTIVES OF BEDC

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Article.

A. BEDC Participation. The BEDC's obligations under this Agreement shall not exceed Four Hundred Nine Thousand Five Hundred Ninety-Six Dollars (\$409,596) for Construction Costs to complete the Project. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

6.02 Payment Process. On a monthly basis, as the construction of the Project progresses, Developer shall provide written notice of Construction Costs to the BEDC and provide proof of such costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of Construction Costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Project meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Project during normal business hours to permit the BEDC to verify that the improvements made by Developer for the Project meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC for each month Developer provides the proof of such current Construction Costs, BEDC shall pay Developer for those costs up to the allocated Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within ninety (90) days.

ARTICLE 7.
AUTHORITY; COMPLIANCE WITH LAW

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

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

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

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

A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended;

D. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

E. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

7.05 By executing this Agreement, Developer warrants, agrees, verifies, and certifies that to the best of its knowledge and belief, no member of City Council, City Manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

ARTICLE 8. **TERMINATION.**

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

A. By written agreement of the parties;

B. On the date of termination set forth in a written notice provided by a party

to the other party in the event the other party is in default and breaches any of the terms and conditions, or fails to meet any performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching party sends notice to the breaching party of such breach;

C. On the date of termination set forth in a written notice by BEDC to Developer if Developer experiences an Event of Bankruptcy;

D. On the date of termination set forth in a written notice by BEDC to Developer if Developer has delinquent ad valorem or sales taxes owed to the City (provided that Developer retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the BEDC sends notice to Developer;

E. On the date of termination set forth in a written notice by a party to the other party if either party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or

8.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the BEDC pursuant to Section 8.01, then Developer shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to Developer.

8.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 8.01.B. because Developer made any false representation or provided any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the BEDC any funds received by Developer related to such false representation or report from the date of termination. The terms set forth in this Section shall survive termination.

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

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

ARTICLE 9.
RIGHT OF OFFSET

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

ARTICLE 10.
VENUE AND GOVERNING LAW

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

ARTICLE 11.
FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Project or this Agreement.

ARTICLE 12.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

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

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

ARTICLE 13.
ASSIGNMENT

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

ARTICLE 14.
INDEMNIFICATION

14.01 **DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS AGREEMENT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 14.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS, AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to BEDC and the City under state law. This provision is solely for the benefit of Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

ARTICLE 15.
MISCELLANEOUS MATTERS

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

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

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

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

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

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

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

15.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two (2) business days after deposit in the United States mail, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

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

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

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

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

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

15.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

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

[Signature pages to follow]

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: Board President

Date: _____, 2024

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by _____, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

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

By: _____
Chad DuBose, Manager

Date: _____, 2024

STATE OF TEXAS
COUNTY OF _____

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

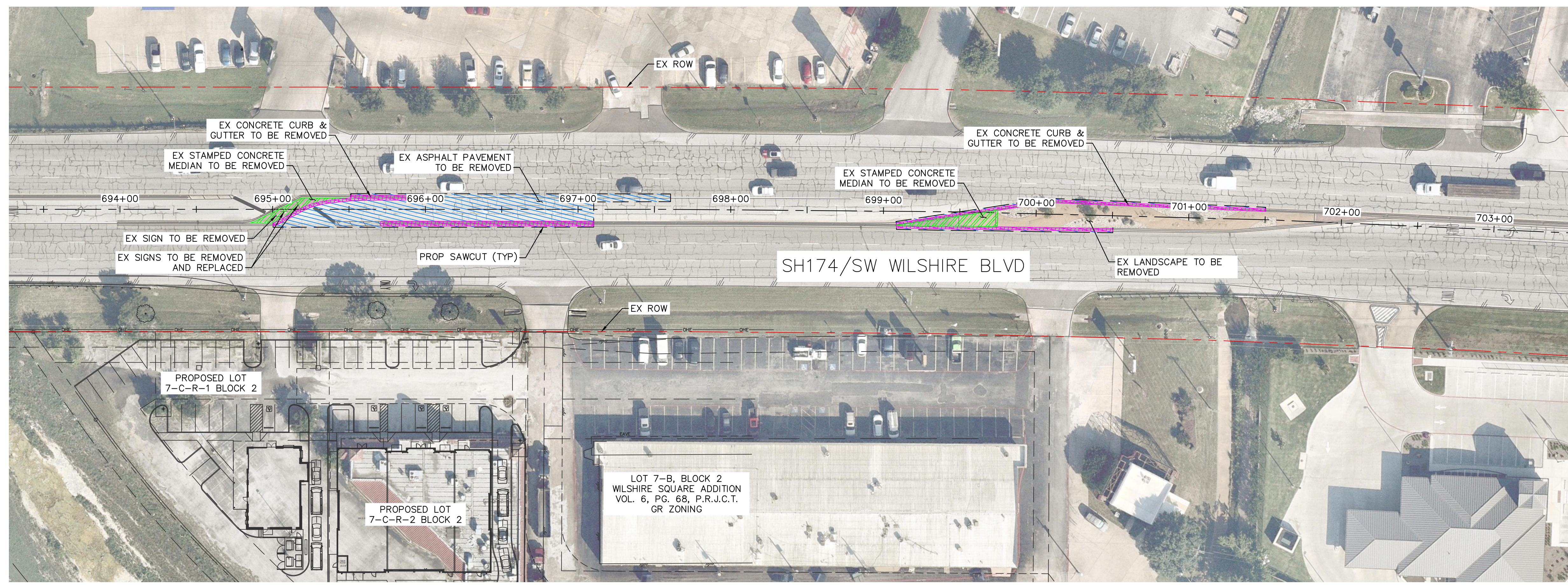
[Notary Seal]

Notary Public, State of Texas

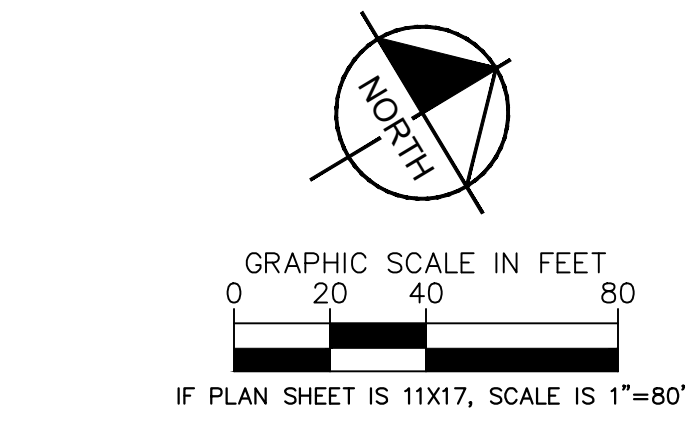
EXHIBIT A

Conceptual Removal Plan and Proposed Plan

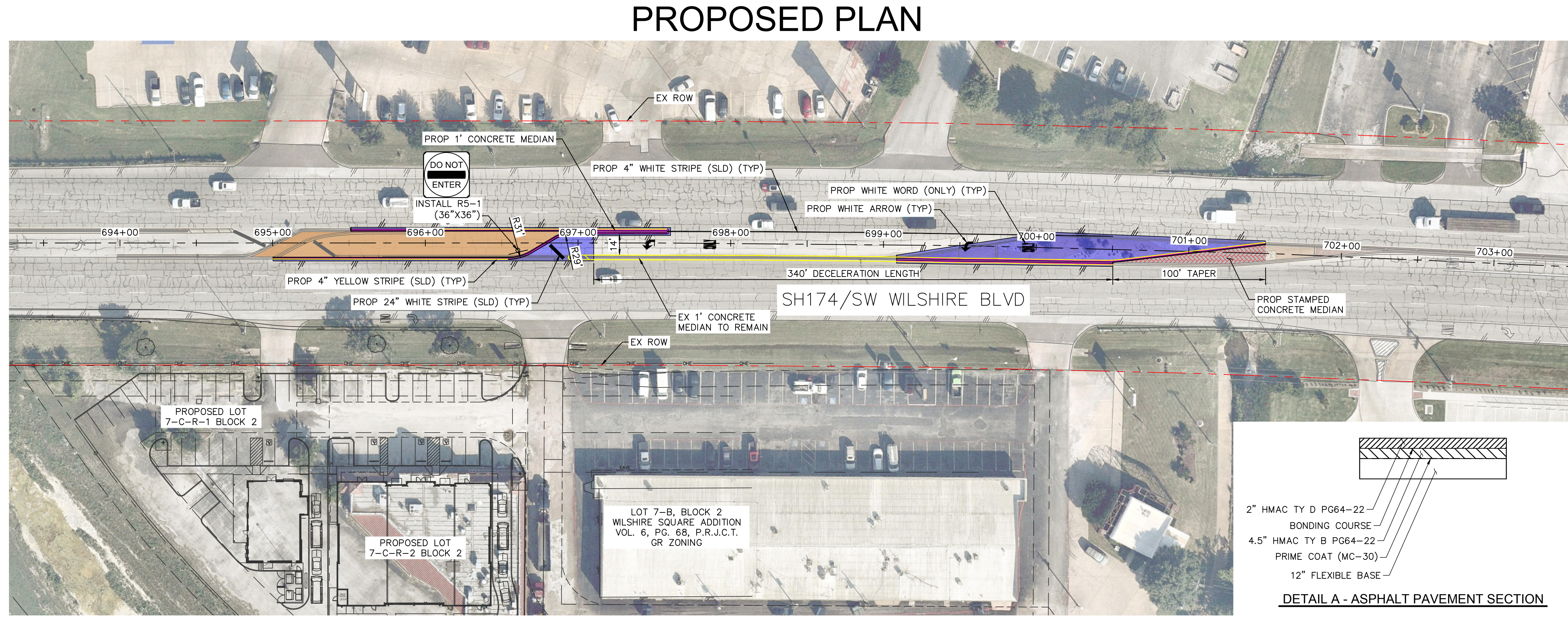
Plotted By: Lunsford, Piper Date: October 31, 2023 10:55:28am File Path: K:\FTW_Roadway\069311511_SH174_HoodedLefts_CADD\EXHIBIT_Medion_Improvements.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Review and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



REMOVAL PLAN



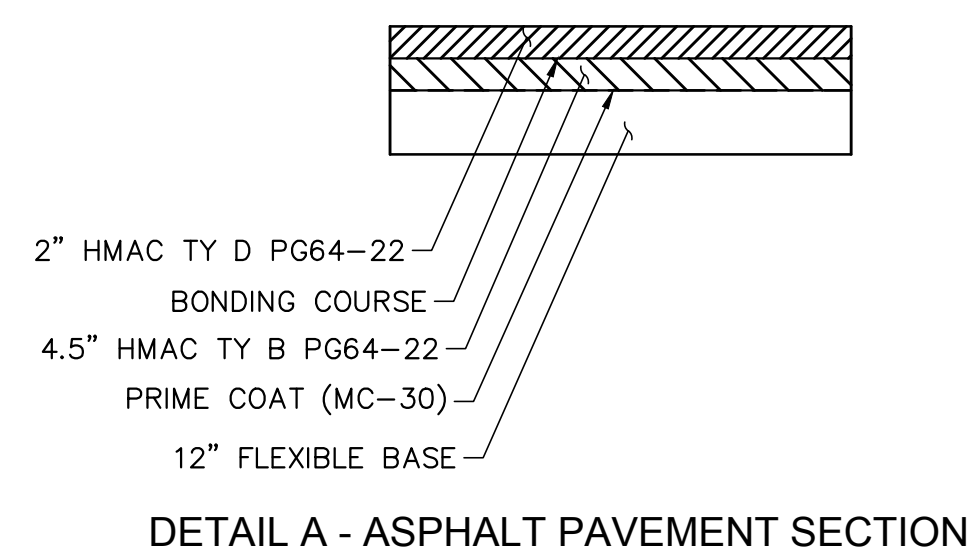
- LEGEND**
- EX ASPHALT TO BE REMOVED
 - EX CONCRETE CURB & GUTTER TO BE REMOVED
 - EX STAMPED CONCRETE MEDIAN TO BE REMOVED



PROPOSED PLAN

- LEGEND**
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED TY-II CONCRETE CURB & GUTTER
 - PROPOSED HARDSCAPE MEDIAN
 - PROPOSED COLORED STAMPED CONCRETE

- NOTES:**
- DESIGN SPEED: 45 MPH
 - STORAGE LENGTH: 100' MIN
 - DECELERATION LENGTH: 340'
 - TAPER LENGTH: 100'
- *VALUES DETERMINED FROM TXDOT RDM TABLE 3-3



DETAIL A - ASPHALT PAVEMENT SECTION



No.	REVISIONS	DATE	BY

Kimley»Horn

© 2023, KIMLEY-HORN AND ASSOCIATES, INC.
 801 CHERRY STREET, UNIT 11 SUITE 1300 FORT WORTH, TX 76102
 PHONE: 817-358-6511
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.
 KULLEN R. BRITTELL P.E.
 SERIAL NO. 144144
 DATE: OCTOBER 2023

KHA PROJECT	069311511
DATE	OCTOBER 2023
SCALE	AS SHOWN
DESIGNED BY	KRR
DRAWN BY	PSL
CHECKED BY	DLS

SH 174 MEDIAN IMPROVEMENTS FOR
BLACK ROCK COFFEE
 CITY OF BURLESON
 JOHNSON COUNTY, TEXAS

CONCEPTUAL LAYOUT
 SHEET NUMBER
1

EXHIBIT B

The Bid Documents Submitted by Terrell General Contractors

BID



Date: April 11th, 2024
 Bid for Burleson Median/Turn

Terrell General Contractors, LLC
 8140 Walnut Hill Suite 250
 Dallas, TX 75231
 (214)865-7611
 Stephen@terrellgc.com

TO: CA Burleson, LLC
 425 Southwest Wilshire Blvd
 Burleson, Texas 76028
 214-701-8455
 Chad@foremark.com

JOB		
SH 174 Median/Turn Lane Improvements - Black Rock Coffee Permit Set		

DESCRIPTION		LINE TOTAL
1 Paving Improvements – Removal of the existing median per Sheet C3, installing new curbs, median and concrete work Per Sheet C4, Signage and Markings per C16, and Traffic Control for 4 weeks to complete this scope of work.		\$235,908.00
2 Landscaping - River Rock, Decomposed Granite, Metal Edging, Trees and shrubs per sheets C5 thru C10. Includes Traffic control for one week that is needed to complete this scope.		\$24,130.00
	Insurance	\$3,172.00
	Supervision	\$22,250.00
	OH&P	\$31,718.00
	Subtotal	\$317,178.00
	Total	\$317,178.00

EXHIBIT C

The Property

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2024-1159047

Date Filed:
 05/09/2024

Date Acknowledged:

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

C&C Burleson, LLC
 Dallas, 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.

Black Rock Coffee -hooded left
 hooded left modification

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DuBose, Chad	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Chad DuBose, and my date of birth is 10-1-82.

My address is 8350 N. Central Exwy #1313 Dallas, TX, 75206 Dallas
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 9 day of May, 2024
(month) (year)

Chad DuBose

Signature of authorized agent of contracting business entity
 (Declarant)

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: May 20, 2024

SUBJECT:

ETJ Release Petition for 3437 CR 807 (Case 24-158): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 12.75 acres of land known as Lot 1 & 2, Block 1, Pools Egan Addition. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On April 22, 2024, a petition was submitted by Larry Pool, Chief Executive Officer for Pools Land Mart, Inc. (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 12.75 acres of land known as Lot 1 & 2, Block 1, Pools Egan Addition as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

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

None.

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None

STAFF CONTACT:

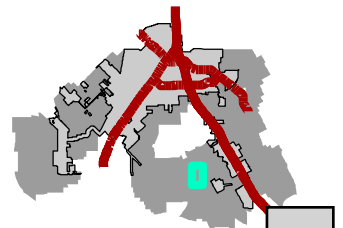
Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com

817-426-9684



THE CITY OF
BURLESON
TEXAS

**Lot 1 & 2, Block1
Pools Egan Addition
ETJ Release Petition
Case 24-158**



Vicinity Map



Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: Larry Pool
Company::	Company: Pools Land Mart Inc
Address::	Address:: 2816 S Burleson Blvd Burleson, TX 76028
Telephone:	Telephone: 817-690-9659
Email:	Email: LandVrental@gmail.com
Signature:	Signature:

SITE INFORMATION

Number of properties within the area to be released:	2
General location or address of area to be released:	3437 Cr 807, Cleburne, TX 76031
Total Acres to be released:	12.75 acres
County of Request	Johnson

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

<input checked="" type="checkbox"/>	Completed Application
<input checked="" type="checkbox"/>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<input checked="" type="checkbox"/>	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
<input checked="" type="checkbox"/>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<input checked="" type="checkbox"/>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	<p>Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.</p> <p>Owners signature required: _____</p>

Received by
 City Secretary's Office

APR 22 2024

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).





Tax ID # and Physical Address	Property Owners Signature	Notary
<p>126-3304-0110</p> <div style="border: 1px solid black; padding: 2px;"> <p>3437 Cr 807, Cleburne, TX 76031</p> </div>		<p>State of <u>Texas</u> County of <u>Tehason</u> The instrument was signed or acknowledged before me on <u>4/18/24</u> By <u>George K Logan</u> Print name of signer(s) _____  Notary Signature _____</p>
<p>126-3304-01020</p> <div style="border: 1px solid black; padding: 2px;"> <p>3445 Cr 807, Cleburne, TX 76031</p> </div>		<p>State of <u>Texas</u> County of <u>Tehason</u> The instrument was signed or acknowledged before me on <u>4/18/24</u> By <u>George K Logan</u> Print name of signer(s) _____  Notary Signature _____</p>

EXHIBIT "A"

TRACT ONE:

Being a 9.750 acre tract of land out of the JOHNSON COUNTY SCHOOL LAND SURVEY NO. 4, ABSTRACT NO. 442 in Johnson County, Texas, and being the same tract of land as described in a Deed to Shepherds Valley Cowboy Church as recorded in Volume 3675, Page 104 of the Deed Records of Johnson County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for the southwest corner of the herein described tract of land, being in the Southeasterly right-of-way line of Farm to Market Highway No. 2280, being the common North corner of a called 5.011 acre tract of land as described in a Deed to Lloyd and Cathy Labombard as recorded in instrument No. 2011-27227 of the said Deed Records;

THENCE North 55 deg. 35 min. 37 sec. East along this common line of this tract and the said Farm to Market Highway 2280 a distance of 803.41 feet to a point in the common line of a 3.00 acre tract of land as described in a Deed to the Shepherds Valley Cowboy Church as recorded in Volume 3675, Page 104 of the said Deed Records;

THENCE along the common line of this tract and the said 3.00 acre Shepherds Valley Cowboy Church tract the following courses and distances;

South 34 deg. 07 min. 48 sec. East a distance of 333.26 feet to a fence post for corner;

North 55 deg. 42 min. 03 sec. East a distance of 414.89 feet to a 1/2 inch iron rod found for corner;

North 41 deg. 47 min. 16 sec. West a distance of 335.02 feet to a 1/2 inch iron rod found in the said Farm to Market Highway 2280 right-of-way;

THENCE North 58 deg. 04 min. 15 sec. East along said right-of-way a distance of 93.59 feet to a point in the Southwesterly right-of-way line of County Road 807;

THENCE South 33 deg. 16 min. 29 sec. East along the said County Road 807 right-of-way a distance of 443.46 feet to a point in the North line of a called 9.234 acre tract of land as described in a Deed to Croft L.K. Inc., as recorded in Volume 2128, Page 693 of the said Deed Records;

THENCE South 56 deg. 55 min. 06 sec. West, along the common line of this tract and the said Croft tract a distance of 1291.14 feet to a 1/2 inch iron rod found for the common corner of the said Labombard tract;

THENCE North 29 deg. 59 min. 20 sec. West along the common line of this tract and the said Labombard tract a distance of 420.61 feet to the POINT OF BEGINNING and containing 9.750 acres of land more or less.

TRACT TWO:

Being a 3.00 acre tract of land out of the JOHNSON COUNTY SCHOOL LAND SURVEY NO. 4, ABSTRACT NO. 442 in Johnson County, Texas and being the same tract of land as described in a Deed to the Shepherds Valley Cowboy Church as recorded in Volume 3675, Page 104 of the Deed Records of Johnson County, Texas and being more fully described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod found for the Northernmost corner of the herein described tract in the Southeasterly right-of-way line of Farm to Market Highway 2280, being a common corner of the 9.750 acre tract of land as described in a Deed to the Shepherds Valley Cowboy Church as recorded in Volume 3675, Page 104 of the said Deed Records;

THENCE along the common lines of this tract and the said 9.750 acre Shepherds Valley Cowboy Church tract the following courses and distances;

South 41 deg. 47 min. 16 sec. East a distance of 335.02 feet to a 1/2 inch iron rod;

South 55 deg. 42 min. 03 sec. West a distance of 414.89 feet to a fence post;

Initials: LP _____

EXHIBIT "A"
(continued)

North 34 deg. 07 min. 48 sec. West a distance of 333.26 feet to a point in the Southerly right-of-way line of Farm to Market Highway 2280;

THENCE North 55 deg. 52 min. 14 sec. East along the said right-of-way a distance of 370.25 feet to the POINT OF BEGINNING and containing 3.00 acres of land more or less.

Initials: LP



Boundary

3437 County Road 807, Cleburne, TX 76031-0008, Johnson County

APN: 126-3304-01010 CLIP: 3187891236

	Beds N/A	Full Baths N/A	Half Baths N/A	MLS Sale Price \$675,000	MLS Sale Date 10/16/2015
	MLS Sq Ft 15,963	Lot Sq Ft 472,408	MLS Yr Built 2000	Type COM'L BLDG	
OWNER INFORMATION					
Owner Name	Pools Land Mart Inc		Tax Billing Zip	76028	
Tax Billing Address	2816 S Interstate 35 W Ste		Tax Billing Zip+4	1482	
Tax Billing City & State	Burleson, TX				
LOCATION INFORMATION					
Location City	Cleburne		Census Tract	1302.10	
School District	Joshua ISD		Carrier Route	R004	
School District Code	10		Within 250 Feet of Multiple Flood Zone	No	
Subdivision	Pools Egan Add				
TAX INFORMATION					
Tax ID	<u>126-3304-01010</u>		% Improved	83%	
Alternate Tax ID	R000097484		Lot	1	
Parcel ID	126330401010		Block	1	
Legal Description	LOT 1 BLK 1 POOLS EGAN ADDITION 126.5534.01599, 01027,01707,01802				
ASSESSMENT & TAX					
Assessment Year	2023		2022		2021
Assessed Value - Total	\$2,164,396		\$1,686,488		\$1,574,028
Assessed Value - Land	\$368,730		\$329,360		\$216,900
Assessed Value - Improved	\$1,795,666		\$1,357,128		\$1,357,128
YOY Assessed Change (\$)	\$477,908		\$112,460		
YOY Assessed Change (%)	28.34%		7.14%		
Market Value - Total	\$2,164,396		\$1,686,488		\$1,574,028
Market Value - Land	\$368,730		\$329,360		\$216,900
Market Value - Improved	\$1,795,666		\$1,357,128		\$1,357,128
Tax Year	Total Tax		Change (\$)		Change (%)
2021	\$28,646				
2022	\$30,316		\$1,670		5.83%
2023	\$34,078		\$3,762		12.41%
Jurisdiction	Tax Amount		Tax Type		Tax Rate
Joshua ISD	\$23,531.31		Actual		1.0872
Johnson County	\$7,250.73		Actual		.335
Hill College Jos	\$1,040.88		Actual		.04809
Lateral Road	\$1,082.20		Actual		.05
Johnson Co Esd#1	\$1,173.12		Actual		.0542
Total Estimated Tax Rate					1.5745
CHARACTERISTICS					
Land Use - Corelogic	Commercial Building		Building Sq Ft	MLS: 15,963	
Land Use - State	Real Commercial		Total Building Sq Ft	MLS: 15,963	
Estimated Lot Acres	10.845		Stories	MLS: 2	
Estimated Lot Sq Ft	472,408		Year Built	MLS: 2000	
SELL SCORE					
Value As Of	2024-04-07 04:45:47				
LISTING INFORMATION					
MLS Listing Number	<u>13043107</u>		MLS Pending Date	07/21/2015	
MLS Status	Closed		Closing Date	10/16/2015	

MLS Status Change Date 10/16/2015
 MLS Area (MLS) 38 - JOHNSON COUNTY
 MLS Listing Date 10/27/2014
 MLS Current List Price \$825,000
 MLS Orig. List Price \$825,000

Closing Price \$675,000
 MLS Listing Agent 0361067-Sue Slstrunk
 MLS Listing Broker RE/MAX ASSOCIATES I
 MLS Selling Agent 0361067-Sue Slstrunk
 MLS Selling Broker RE/MAX ASSOCIATES I

LAST MARKET SALE & SALES HISTORY

Recording Date 10/21/2015
 Buyer Name Pools Land Mart Inc
 Seller Name Shepherds Valley Cowboy Ch Of As
 Document Number 23916
 Document Type Warranty Deed

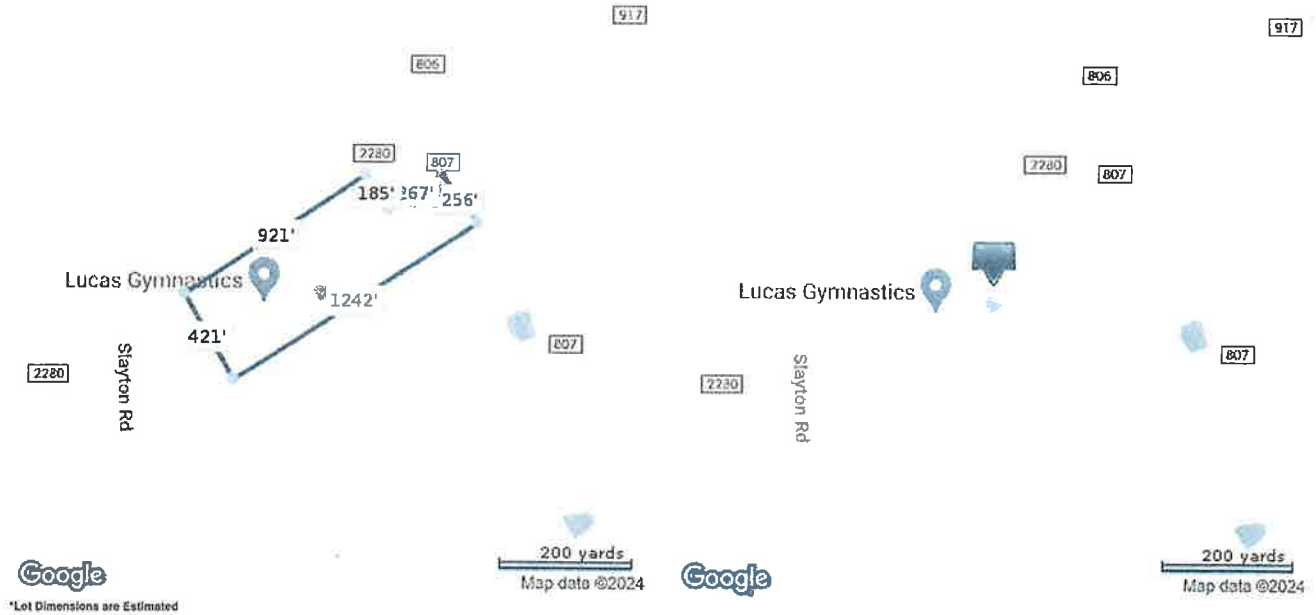
OWNER TRANSFER INFORMATION

Owner Name Pools Land Mart Inc

MORTGAGE HISTORY

Mortgage Date	11/05/2020	01/27/2017	10/21/2015
Mortgage Amount			\$658,400
Mortgage Lender	Citizens Nat'l Bk/Tx	Citizens Nat'l Bk/Tx	Citizens Nat'l Bk/Tx
Mortgage Code			Conventional

PROPERTY MAP



*Lot Dimensions are Estimated

3445 County Road 807, Cleburne, TX 76031, Johnson County

APN: 126-3304-01020 CLIP: 2676901351

MLS Beds	MLS Full Baths	Half Baths	Sale Price	Sale Date
3	2	N/A	N/A	N/A
MLS Sq Ft	Lot Sq Ft	Yr Built	Type	
1,400	48,047	N/A	COM'L BLDG	

OWNER INFORMATION

Owner Name	Pools Land Mart Inc	Tax Billing Zip	76028
Tax Billing Address	2816 S Interstate 35 W Ste	Tax Billing Zip+4	1482
Tax Billing City & State	Burleson, TX		

LOCATION INFORMATION

Location City	Cleburne	Census Tract	1302.10
School District	Joshua ISD	Carrier Route	R004
School District Code	10	Within 250 Feet of Multiple Flood Zone	No

TAX INFORMATION

Tax ID	<u>126-3304-01020</u>	% Improved	80%
Alternate Tax ID	R000097485	Lot	2
Parcel ID	126330401020	Block	1
Legal Description	LOT 2 BLK 1 POOLS EGAN ADDITI ON 126.5534.99996,01706		

ASSESSMENT & TAX

Assessment Year	2023	2022	2021
Assessed Value - Total	\$487,243	\$382,677	\$308,644
Assessed Value - Land	\$96,093	\$96,093	\$22,060
Assessed Value - Improved	\$391,150	\$286,584	\$286,584
YOY Assessed Change (\$)	\$104,566	\$74,033	
YOY Assessed Change (%)	27.32%	23.99%	
Market Value - Total	\$487,243	\$382,677	\$308,644
Market Value - Land	\$96,093	\$96,093	\$22,060
Market Value - Improved	\$391,150	\$286,584	\$286,584
Tax Year	Total Tax	Change (\$)	Change (%)
2021	\$5,617		
2022	\$6,879	\$1,262	22.47%
2023	\$7,672	\$793	11.52%
Jurisdiction	Tax Amount	Tax Type	Tax Rate
Joshua ISD	\$5,297.31	Actual	1.0872
Johnson County	\$1,632.26	Actual	.335
Hill College Jos	\$234.32	Actual	.04809
Lateral Road	\$243.62	Actual	.05
Johnson Co Esd#1	\$264.09	Actual	.0542
Total Estimated Tax Rate			1.5745

CHARACTERISTICS

Land Use - Corelogic	Commercial Building	Stories	MLS: 2
Land Use - State	Real Commercial	Bedrooms	MLS: 3
Estimated Lot Acres	1.103	Total Baths	MLS: 2
Estimated Lot Sq Ft	48,047	MLS Total Baths	2
Building Sq Ft	MLS: 1,400	Full Baths	MLS: 2

SELL SCORE

Value As Of **2024-04-14 04:41:55**

LISTING INFORMATION

MLS Listing Number	<u>13702000</u>	MLS Current List Price	\$200,000
MLS Status	Cancelled	MLS Orig. List Price	\$200,000
MLS Status Change Date	12/06/2017	MLS Listing Agent	0468346-Shelley Green

MLS Area (MLS)
MLS Listing Date

38 - JOHNSON COUNTY
09/29/2017

MLS Listing Broker

KELLER WILLIAMS REALTY

LAST MARKET SALE & SALES HISTORY

Recording Date	10/21/2015	11/22/2005
Buyer Name	Pools Land Mart Inc	Shepherds Valley Cowboy Church
Seller Name	Shepherds Valley Cowboy Ch Of As	Weaver Russell W & Anna L
Document Number	23916	3675-104
Document Type	Warranty Deed	Warranty Deed

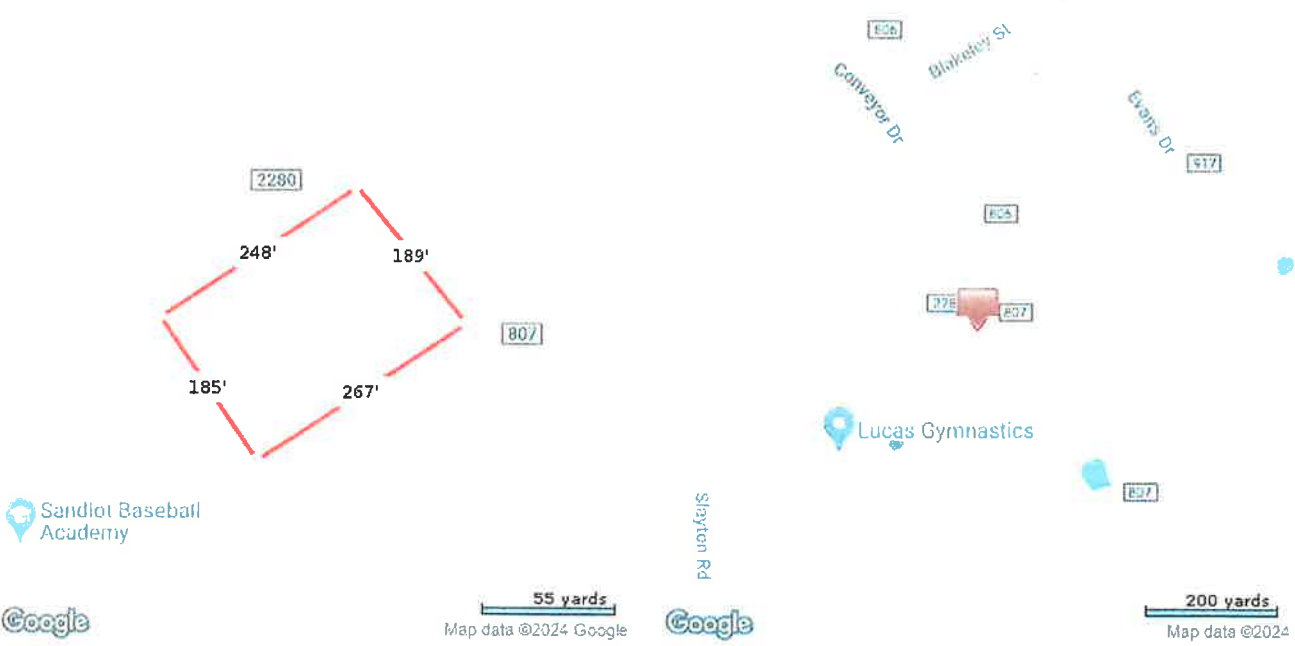
OWNER TRANSFER INFORMATION

Owner Name Pools Land Mart Inc

MORTGAGE HISTORY

Mortgage Date	01/27/2017	10/21/2015	03/30/2011	03/30/2011	11/22/2005
Mortgage Amount		\$658,400	\$379,839	\$351,732	\$250,000
Mortgage Lender	Citizens Nat'l Bk/Tx	Citizens Nat'l Bk/Tx	Pinnacle Bk	Pinnacle Bk	Private Individual
Mortgage Code		Conventional	Conventional	Conventional	Private Party Lender

PROPERTY MAP



Sandlot Baseball Academy
Google
*Lot Dimensions are Estimated

CORPORATE RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

A Special Meeting of the board of Directors of Pools Land Mart, LLC was held at the office of the corporation on the 7th day of January, 2009 at 9:00 o'clock a.m. and the following Directors were present:

LARRY POOL VONNA POOL

being all of the directors of the corporation.

The meeting was called to order by LARRY POOL, President of the corporation, who announced that the meeting was called for the purpose of purchasing real property located at 2432 Cypress Ln., Burleson, Johnson County, Texas. It was further decided by all Directors that Larry Pool has the authority to execute on behalf of the corporation, any and all legal documents needed to purchase said property.

Upon motion duly made and seconded, the following resolution was duly carried:


That LARRY POOL be and is hereby authorized to execute any and all instruments necessary on behalf of said corporation.

It was further resolved that all documents executed by said officer, on behalf of the corporation as authorized in this resolution, shall be deemed fully completed and executed when signed by said officer, and neither the corporate Seal nor the attestation by any officer of the corporation shall be required for the validity of any such instrument as signed by said officer.

It was further provided that this Resolution shall remain in full force and effect until a revocation of same has been filed of record in the deed of Records of Johnson County, Texas.

I, LARRY POOL, President of the corporation, do hereby certify that the above and foregoing is a true and correct copy of the Resolution passed by the Board of Directors of the corporation as aforesaid and that said Resolution now appears in the minutes of the corporation and has not been amended or revoked.


WITNESS my hand on this 7th day of January, 2009.



LARRY POOL, President

SWORN TO AND SUBSCRIBED BEFORE ME, this 7th day of January, 2009.






Notary Public, State of Texas

STATE OF TEXAS
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the 7th day of January, 2009 by LARRY POOL President of Pools Land Mart, LLC, a Texas corporation, on behalf of said corporation.





Notary Public, State of Texas

835 SW Alsbury Blvd, Suite I
Burleson, TX 76028
(682) 888-1002
Jenna@GotRemoved.com
GotRemoved.com



Subject: Authorization Letter of Representation

Dear Mayor and City Council Members of the city of Burleson

I am writing to formally authorize the company, GotRemoved.com, to act as my authorized representative for petitioning my property that falls within the ETJ on my behalf.

I hereby grant GotRemoved.com, the necessary power and authority to represent me on my behalf. This authorization is effective immediately and will remain in force until the petition is filed, approved and the letter of release is delivered to me (property owner) and GotRemoved.com.

I kindly request that you treat GotRemoved.com as if they were representing me directly in all matters specified above. Please provide representatives with any relevant information, documentation, or assistance necessary to fulfill their role effectively.

Should you have any questions, concerns, or require further clarification, please feel free to contact me directly at LandVRental@gmail.com.

Thank you for your attention to this matter. I am confident that GotRemoved.com will execute their responsibilities diligently and professionally.

Sincerely,

Pools Land Mart Inc- Larry Pool

Name

Name

Larry Pool

Signature

dotloop verified
04/15/24 1:53 PM CDT
MNG9-AYZB-4ICE-IPEV

Signature

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: May 20, 2024

SUBJECT:

Consider approval of an ordinance amending Ordinance CSO#5218-09-2023, the City's Fee Schedule by adding fees associated with the right-of-way use applications in Old Town and amending the fees associated with golf cart rentals; finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*) (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

On April 15, 2024, the City Council approved an ordinance amending the Burleson Code of Ordinance, Chapter 70 "Streets, Sidewalk, and Other Public Places," for changes to the right-of-way use application and agreements related to Old Town. As part of the discussion and changes recommended, a fee of \$525 was recommended for such uses. This ordinance will provide the change as recommended by the council.

On March 4, the City Council approved the purchase of new golf carts for Hidden Creek Golf Course. As part of receiving the new carts, staff recommended amending the fees schedule to charge fees that are more in line with the new carts and nearby golf courses. This ordinance will amend the fee to \$9 for nine holes and \$18 for eighteen holes.

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Staff recommends approval of the ordinance as presented.

FISCAL IMPACT:

Other than the collection of the new fee, there are no other fiscal impacts.

STAFF CONTACT:

Name: Eric Oscarson
Title: Deputy City Manager
Email: eoscarson@burlesontx.com
Phone: **817-426-9837**

Ordinance amending to Fee Schedule

City Council: May 20, 2024

Background – ROW Use Agreements

- At its March 4, 2024, regular meeting, the City Council received a presentation of the Policy and Valuation Committee's work efforts regarding amendments to Chapter 70, "Streets, Sidewalks, and Other Public Places" in an effort to revise the City's easement and right-of-way use agreement process.
- On April 15, 2024, City Council adopted on second reading, amendments to approve the ordinance amending Chapter 70, "Streets, Sidewalks and Other Public Places."
- As part of that discussion, a one-time, \$525 application fee would be assessed for any ROW use agreements within Old Town.
- Existing \$125 fee will remain for non-Old Town applications.

Background – Golf Carts

- A new fleet of 75 golf carts was approved March 4th to replace an aging and failing fleet.
- The new fleet has been upgraded to Lithium-ion batteries and a GPS system to assist staff with “pace of play management”, cart control, as well as a display unit for guests.
- During evaluation of the golf carts and area competitors it was determined that upgrading to lithium ion and GPS would allow us to increase cart fee pricing.



Existing and Proposed Rates

The current cart rental rates are significantly lower than local competitors. With the addition of GPS to the new cart fleet, a rate increase of \$1 on 9-hole rates and an increase of \$3 on 18-hole rates would be warranted.

Current Golf Cart Rental Rates

Proposed Rental Rates:

9 holes - \$8 18 holes - \$15

9 holes - \$9 18 holes - \$18

Competitor rates

Southern Oaks

9 holes - \$9

18 holes - \$18

City of Ft. Worth

9 holes - \$8.50

18 holes - \$17

City of Arlington

18 holes - \$18.00

Staff Recommendation

- ❖ Staff is recommending the following changes to the fee schedule:
 - ❖ Add a fee of \$525 for ROW Use applications for Old Town
 - ❖ Amend the golf cart fees to \$9 for 9-holes and \$18 for 18-holes

Staff Recommendation

- ❖ Staff recommends approval of the ordinance to amend the fee schedule on first reading.

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE CITY’S FEE SCHEDULE IN ORDINANCE CSO#5218-09-2023 BY AMENDING FEES ASSOCIATED WITH OLD TOWN RIGHT-OF-WAY USE AGREEMENT APPLICATIONS AND HIDDEN CREEK GOLF COURSE GOLF CARTS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; CONTAINING A SEVERABILITY CLAUSE, CUMULATIVE CLAUSE, SAVINGS CLAUSE, AND EFFECTIVE DATE.

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

WHEREAS, the City Council passed Ordinance CSO#5218-09-2023, which, among other things, set the amounts of fees charged by the City (save and except water and wastewater fees, impact fees, and solid waste collection rates which are wholly contained in separate ordinances), and, as amended by Ordinance CSO#5218-08-2023 and Ordinance CSO#5373-08-2023, sets forth the schedule of fees for the City (the “Incorporated Fee Schedule”); and

WHEREAS, the City Council desires to amend the Incorporated Fee Schedule to add fees for right-of-way use agreement applications in Old Town as well as alter the Hidden Creek Golf Course golf cart fees; and

WHEREAS, the Incorporated Fee Schedule needs to be amended to add a development services department application fee and make adjustments to the golf cart fees; and

WHEREAS, the proposed development services application fee is included in the schedule attached hereto as Exhibit “A” and incorporated as part of this Ordinance (the “Amended Development Services Fee Schedule”); and

WHEREAS, such Amended Development Services Fee Schedule is intended to add a new fee to the various fees set forth in the Incorporated Fee Schedule in Ordinance CSO#5218-09-2023; and

WHEREAS, the proposed Hidden Creek Golf Course golf cart fees are included in the schedule attached hereto as Exhibit “B” and incorporated as part of this Ordinance (the “Amended Golf Course Cart Fee Schedule”); and

WHEREAS, such Amended Golf Course Cart Fee Schedule is intended to repeal and replace conflicting fees listed in the Incorporated Fee Schedule; and

WHEREAS, the City Council desires that the Amended Development Services Fee Schedule add a new fee to the Incorporated Fee Schedule and that the Amended Golf Course Cart Fee Schedule repeal and replace conflicting fees listed in the Incorporated Fee Schedule.

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

Section 1.

Ordinance CSO#5218-09-2023 is hereby amended so that the Amended Development Services Fee Schedule attached hereto as Exhibit “A” shall add a new fee to the Incorporated Fee Schedule. Additionally, Ordinance CSO#5218-09-2023 is hereby amended so that the Amended Golf Course Cart Fee Schedule attached hereto as Exhibit “B” shall repeal and replace conflicting fees listed in the Incorporated Fee Schedule. The remainder of the Incorporated Fee Schedule shall remain unchanged.

Section 2.

The City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

Section 3.

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life in the City.

Section 4.

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

Section 5.

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

Section 6.

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

Section 7.

This ordinance shall take effect upon adoption and publication as required by law.

AND IT IS SO ORDAINED.

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

First Reading: the ____ day of _____, 20_____.

First Reading: the ____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

**Exhibit “A”
Amended Development Services Fee Schedule**

Planning	
Permit/Service	Fee
Right-of-Way Use Agreement – Old Town	\$525.00

**Exhibit “B”
Amended Golf Course Cart Fee Schedule**

Golf Course	
Permit/Service	Fee
Cart Fees	
9 Holes	\$9.00
18 Holes	\$18.00

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: May 20, 2024

SUBJECT:

Hold a Public Hearing and consider approval of an ordinance amending the Roadway Impact Fee Ordinance (CSO#5346-12-2023); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*) (*Staff Contact: Errick Thompson, Director of Public Works & Engineering*)

SUMMARY:

According to Chapter 395 of the Texas Local Government Code, “Impact fee” means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. Impact fees are a one-time charge assessed to new development to generate revenue to fund roadway capital facilities necessitated by new development. The collection of impact fees allows the cost of capital improvements to be offset by providing an alternative funding mechanism.

The projected 10-year growth based on land use assumptions included in the City’s comprehensive planning document is utilized to establish future infrastructure demands and population projections. This data is further analyzed to determine the number of service units in order to calculate the impact fee required by the new development.

The City of Burleson first adopted impact fees for roadway infrastructure in 2017. City Council appointed eight members to the Capital Improvements Program Advisory Committee in March 2023 and, most recently, a ninth member in September 2023. The committee met five times over a three-month period to review the land use assumptions, capital improvement plan, and roadway impact fee study completed by the City’s consultant. After reviewing all of the information presented, the committee recommended increasing the impact fee collection to the maximum allowable by state law in all service areas. The City Council approved the committee’s recommendation with the exception of approving a zero-dollar fee for industrial uses within Service Area D. Minor text amendments were also approved by the City Council.

Staff proposes to amend the ordinance and include property recently annexed into the city and additional identified minor text amendments. Examples of the minor text amendments are summarized below:

- Remove language providing an exemption from roadway impact fees for one year after the date of the adoption of the ordinance
- Including language stating the most recent maximum assessable fee per Service Unit will be required
- Remove language providing for the maximum assessable roadway impact fee may be used in evaluating any claim by a property owner the dedication or construction of a capital improvement is disproportionate. The City is developing a Rough Proportionality Analysis, and this language will no longer be applicable.

RECOMMENDATION:

Approve an ordinance amending the Roadway Impact Fee Ordinance (CSO#5346-12-2023); finding that the meeting at which this ordinance is passed was open to the public and that the recitals are true; containing a severability clause, cumulative clause, and effective date. (*First Reading*)

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

The Capital Improvements Program Advisory Committee (CIPAC) developed the recommended changes to roadway impact fees at their June 22, 2023 meeting.

Development community representatives received an overview of the CIPAC recommendations at a Developers Roundtable meeting held on August 17, 2023.

The City Council received an overview of the CIPAC recommendations at the October 2, 2023 City Council meeting.

The City Council approved and adopted an amendment to the Roadway Impact Fee Ordinance (CSO#5346-12-2023) on December 11, 2023.

STAFF CONTACT:

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

Impact Fee Ordinance Amendment

City Council

May 20, 2024 (First Reading)



Roadway Impact Fee Background



- Burleson implemented March 2017 consistent with Chapter 395 of the Texas Local Government Code
- Fee designed to have development contribute equitable share of roadway infrastructure costs
- Council approved first update to fees December 2023

IMPACT FEES **CAN** BE USED TO OFFSET COSTS

1. Right-of-Way / Easement Acquisition
2. Design / Survey
3. Construction of infrastructure included on impact fee capital improvements plan that adds capacity
4. Payment on debt issued for infrastructure

WHAT IMPACT FEES **CANNOT** BE USED ON

1. Infrastructure maintenance costs
2. Improvements within the extraterritorial jurisdiction (ETJ)
3. Traffic calming
4. Infrastructure improvements that do NOT increase capacity

Overview

6 Major steps to adopt or change roadway impact fees



Capital Improvements Program Advisory Committee (CIPAC)

- **Nine (9) members appointed by City Council**
- **Files semi-annual reports on impact fee programs**
- **Reviews consultants' impact fee studies at least every five years**
- **Provides recommendations to Council for updates to impact fees**

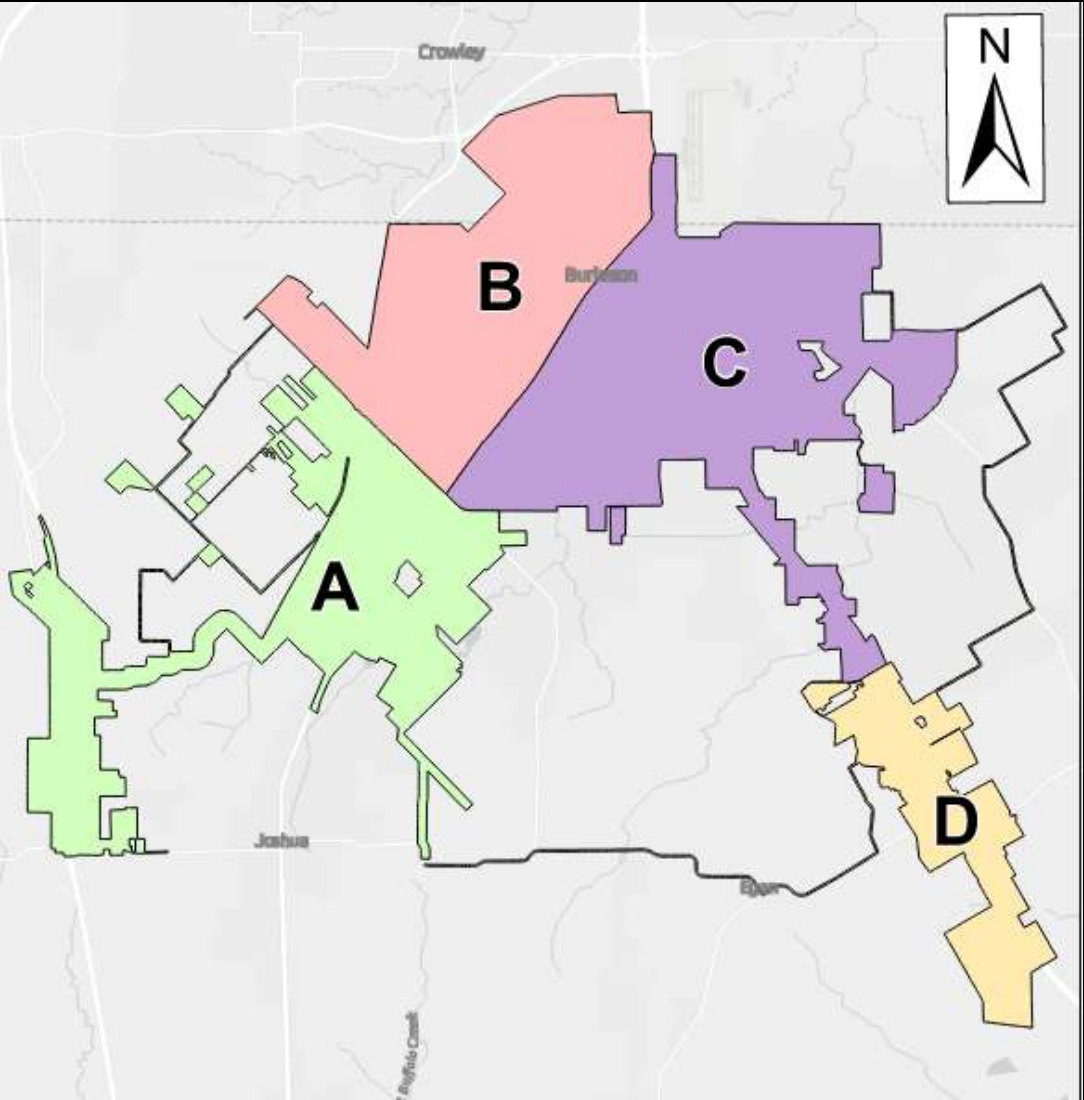
Proposed ordinance amendments do not change the adopted fees and as a result are not processed through the CIPAC process

Proposed Minor Amendments

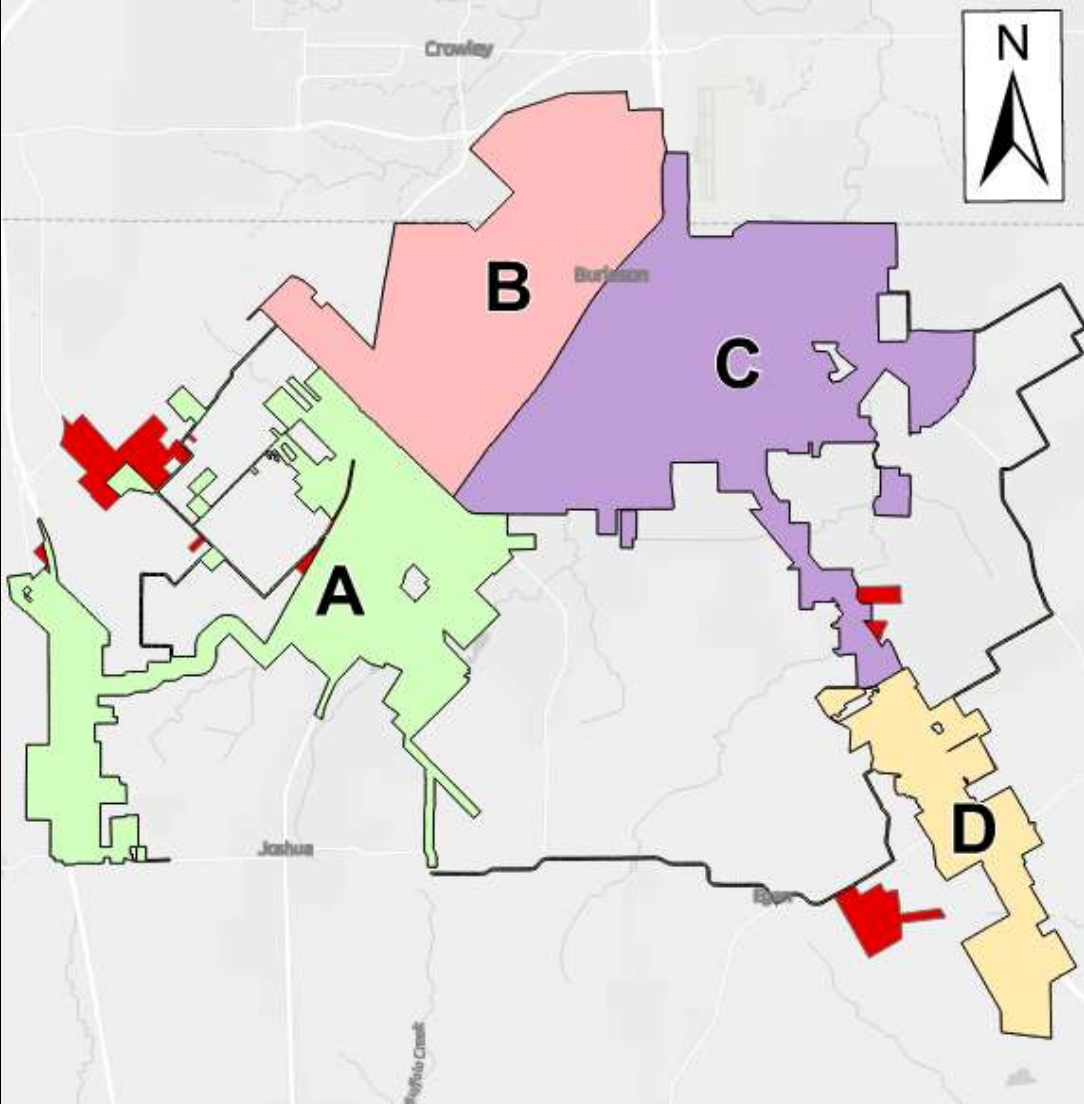
Section	Proposed Changes
Section 44-161	Remove obsolete language providing an exemption from fees for a one year period after the adoption of the original ordinance 2017
Section 44-163	Add language clarifying that when platting is not required, impact fees will be assessed at the building permit (if building/renovating an existing structure) or certificate of occupancy application (if / when applicable) based on the current plat date
Exhibit B	Schedule 1 - Include the Maximum Assessable Roadway Impact Fee Per Service Unit in effect before 1/01/24 for the convenience of those developments that were platted in the past but may be moving forward with development now
Exhibit C	Schedule 2 - Insert the Land Use Equivalency and Roadway Impact Fee Per Development Unit Per Service Area tables for properties platted before 1/01/24 for the convenience of those developments that were platted in the past but may be moving forward with development now
Service Area Map	Updated to show areas annexed into the City over the past 4 years

No changes to the current fees adopted in December 2023 are proposed

Service Area Map



Current Service Area Map



Proposed Service Area Map with Annexations shown in red

Council Requested Action

Approve an ordinance amending the Roadway Impact Fee Ordinance (CSO#5346-12-2023) on first reading.

Next Steps

Council consideration ordinance amendment (Final Reading) – June 3, 2024

Changes take effect upon approval

Questions / Discussions

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

ORDINANCE

AN ORDINANCE AMENDING ARTICLE III “ROADWAY IMPACT FEES” OF CHAPTER 44 “IMPACT FEES” OF THE CITY OF BURLESON CODE OF ORDINANCES RELATING TO THE ADOPTION OF ROADWAY IMPACT FEES PER SERVICE UNIT, ESTABLISHING EXCEPTIONS, PROCEDURES FOR THE ASSESSMENT, COLLECTION, COMPUTATION, EXPENDITURE, REFUND, AND GENERAL ADMINISTRATION OF ROADWAY IMPACT FEES, PROVIDING FOR THE ESTABLISHMENT OF ACCOUNTS FOR ROADWAY IMPACT FEES; PROVIDING CONSTRUCTION, SEVERABILITY, AND CONFLICT CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 395, Tex. Loc. Gov’t Code (the “Statute”) provides the requirements and procedures for the adoption of Land Use Assumptions, Roadway Impact Fee Capital Improvements Plan, and Roadway Impact Fees; and

WHEREAS, the City retained Kimley-Horn and Associates (“Kimley-Horn”) to prepare a Roadway Impact Fee Study that contains Land Use Assumptions (“LUA”) reflecting a description of five Service Areas and projections of 10-year growth in residential and nonresidential land uses in each Service Area, a Roadway Impact Fee Capital Improvements Plan (“CIP”) to identify Capital Improvements or Roadway Facility expansions for which Roadway Impact Fees may be assessed, and a calculation of the Roadway Impact Fee. The Roadway Impact Fee Study is referenced as **Exhibit A** hereto and incorporated by reference herein; and

WHEREAS, the Capital Improvements Plan Advisory Committee of the City of Burleson (“CIPAC”), created pursuant to Sec. 395.058, Tex. Loc. Gov’t Code, filed its written comments on the proposed Roadway Impact Fees before the fifth (5th) business day before the date of the public hearing on the adoption of the Roadway Impact Fee; and

WHEREAS, the City Council desires to exempt a “change in use” and the Old Town Overlay District from triggering a new impact fee being charged; and

WHEREAS, the City Council desires amend the Roadway Impact Fee ordinance as herein described and finds that it is in the best interest of the citizens of the City of Burleson;

WHEREAS, the City Council finds that in all things the City has complied with said statute in the notice, adoption, promulgation and methodology necessary to adopt Impact fees;

NOW THEREFORE, THE COUNCIL OF THE CITY OF BURLESON HEREBY ORDAINS:

SECTION 1.

Article III, “Roadway Impact Fees” of Chapter 44 of the Code of Ordinances, City of Burleson, Texas is amended to read as follows:

ARTICLE III. - ROADWAY IMPACT FEES

Sec 44-151. Short Title. This Ordinance shall be known and cited as the “Burleson Roadway Impact Fee Regulations”.

Sec. 44-152. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein and are hereby found to be true and correct factual and legislative determinations of the City of Burleson, Texas.

Sec. 44-153. Purpose. This Ordinance is intended to assure the provision of adequate roadway facilities to serve New Development in the City by requiring each development to pay a share of the costs of such Capital Improvements or Roadway Facility expansions necessitated by and attributable to such New Development.

Sec. 44-154. Authority. This Ordinance is adopted pursuant to Texas Local Government Code (TLGC) Chapter 395 and the Burleson City Charter. Chapter 395 supplements this Ordinance to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein by reference. The provisions of this Ordinance shall not be construed to limit the power of the City to utilize other methods authorized under State law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Ordinance. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Ordinance.

Sec. 44-155. Applicability. The provisions of this Ordinance apply to all new development within the corporate boundaries of the City. The provisions of this article apply uniformly within each Roadway Service Area.

Sec 44-156. Incorporation of Land Use Assumptions and Roadway Impact Fee Capital Improvements Plan. The Roadway Impact Fee Capital Improvements Plan and Land Use Assumptions identifying Capital Improvements or Facility Expansions pursuant to which Roadway Impact Fees may be assessed, as considered and adopted by the City Council Resolution No. CSO#5346-12-2023 at the December 11, 2023 public hearing and with the Roadway Impact Fee Study as referenced in **Exhibit A** hereto is incorporated herein by reference for all purposes, including any future amendments thereto.

Sec. 44-157. Definitions. In this Article:

- A. Assessment means the determination of the amount of the Maximum Assessable Roadway Impact Fee per Service Unit which can be imposed on New Development pursuant to this Ordinance.

- B. Capital Improvement means a Roadway Facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.
- C. Change of Use means a change in use or occupancy of any existing structure, that would otherwise have the effect of increasing the number of service units beyond those attributable to the immediately preceding use, which may include, but is not limited to, the reconstruction, redevelopment, conversion, or structural alteration, but does not include the enlargement or expansion of any structure.
- D. Calendar Year means from January 1 to December 31 in any year.
- E. City means the City of Burleson, Texas.
- F. Credit means a reduction in the amount of a Roadway Impact Fee(s), payments, or charges for approved construction or provision of the same type of Capital Improvement for which a fee has been assessed for a New Development. This is done by either by a proven decrease in the number of Service Units attributable to such development or a decrease in the amount of Roadway Impact Fees otherwise due, that results from contributions of land, improvements or funds to construct system improvements in accordance with the City's subdivision and development regulations, policies or requirements, as determined by the City.
- G. Final plat approval means authorization by City Council that the final map of a proposed subdivision meets all City standards and conditions in accordance with the City's subdivision regulations and the Mayor executes the applicant's plat and that the plat may be recorded in the office of the county clerk of Johnson or Tarrant County. The term applies both to original plats and replats.
- H. Impact Fee, or "Roadway Impact Fee", means a fee, charge, or Assessment for Roadway Facilities imposed on New Development by the City pursuant to this Ordinance in order to generate revenue to fund or recoup all or part of the costs of Capital Improvements or facility expansion necessitated by and attributable to such New Development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction and any other fee that functions as described by this Ordinance or the Statute. The term is inclusive of both the Maximum Assessable Roadway Impact Fee and the Roadway Impact Fee Collection Rate as herein described.
- I. Land Use Assumptions means the description of Service Areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, upon which the Roadway Impact Fee Capital Improvements Plan is based.
- J. Land Use Equivalency Table means a table converting the demands for Capital Improvements generated by various land uses to numbers of Service Units, as may be amended from time to time. The land use equivalency table may be incorporated in a schedule of Impact Fee rates, attached as **Exhibit C** hereto and incorporated by reference herein.

- K. Maximum Assessable Roadway Impact Fee means the Impact Fee that is established for each Service Area computed by calculating the total projected costs of Capital Improvements necessitated by and attributable to New Development associated with the roadway CIP, and then dividing that amount by the total number of Service Units anticipated within the Service Area based upon the land use assumptions. The Maximum Assessable Roadway Impact Fee shall be established and reflected in **Exhibit B, Schedule 1**, attached hereto and incorporated herein. The City may adopt a Roadway Impact Fee Collection Rate that is less than this amount, but in no instance shall the collected Roadway Impact Fee exceed the Maximum Assessed Roadway Impact Fee.
- L. New Development means A project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity, and which requires either the approval and filing with the county in which the property is located of a plat pursuant to the city's subdivision regulations or the issuance of a building permit, and which has not been exempted from these regulations by provisions herein.
- M. Recoupment means the imposition of an Impact Fee to reimburse the City for Capital Improvements which the City has previously oversized to serve New Development.
- N. Roadway Impact Fee Collection Rate means the current amount of Roadway Impact Fee adopted by Burlison City Council to be paid by the property owner, as may from time to time be amended. The adopted Roadway Impact Fee Collection Rate shall be established and reflected in **Exhibit B, Schedule 2**, attached hereto and incorporated herein.
- O. Roadway means any primary and secondary arterial or major collector designated in the City's adopted Mobility Plan, as may be amended from time to time. Roadway also includes any thoroughfare designated as a numbered highway on the official federal or Texas highway system; to the extent that the City incurs Capital Improvement costs for such facility.
- P. Roadway Facility means an improvement or appurtenance to a Roadway which includes, but is not limited to, rights-of-way, whether conveyed by plat, deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the Roadway Facility; street lighting or curbs, and water and wastewater improvements affected by the Roadway Facility. Roadway Facility also includes any improvement or appurtenance to an intersection with a Roadway officially enumerated in the federal or Texas highway system, and to any improvements or appurtenances to such federal or Texas highway, to the extent that the City has incurred capital costs for such facilities, including without limitation local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances and rights-of-way. Roadway Facility excludes those improvements or appurtenances to any Roadway which is a Site-related Facility.

- Q. Roadway Facility expansion means the expansion of the capacity of an existing roadway in the City, but does not include the repair, maintenance, modernization, or expansion of an existing roadway to better serve existing development.
- R. Roadway Impact Fee Capital Improvements Plan, or “Capital Improvements Plan” (CIP) means the adopted plan included in Exhibit A, as may be amended from time to time, which identifies the roadway facilities or Roadway Facility expansions and their costs for each roadway Service Area, which are necessitated by and which are attributable to New Development, for a period not to exceed 10 years, which are to be financed in whole or in part through the imposition of Roadway Impact Fees pursuant to this Ordinance.
- S. Service Area means a Roadway Service Area within the City’s corporate boundary, within which Impact Fees for Roadway Capital Improvements or Roadway Facility expansions may be collected for New Development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the Roadway Impact Fee Capital Improvements Plan applicable to the Service Area.
- T. Service Unit means a vehicle mile. A vehicle-mile shall be defined as one (1) vehicle traveling a distance of one (1) mile during the afternoon peak hour as calculated herein.
- U. Site-related Facility means an improvement or facility which is for the primary use or benefit of one or more New Developments and/or which is for the primary purpose of safe and adequate provision of Roadway Facilities to serve the New Development, including access to the development, which is not included in the Roadway Capital Improvements Plan, and for which the developer (s) or property owner(s) is solely responsible under subdivision or other applicable development regulations. Site-related Facility may include a Roadway improvement which is located offsite, within or on the perimeter of the development site.
- V. System Facility means a roadway improvement or facility expansion which is designated in the Roadway Impact Fee Capital Improvements Plan and which is not a Site-related Facility. System Facility may include a roadway improvement which is located offsite, within or on the perimeter of the development site.

Sec. 44-158. Roadway Service Areas. The City hereby establishes four Roadway Service Areas, constituting land within the City’s corporate boundaries, as depicted in **Exhibit A**, referenced hereto and incorporated by reference herein. The boundaries of the Roadway Service Areas may be amended from time to time, or new Roadway Service Areas may be delineated, pursuant to the procedures of this Ordinance.

Sec. 44-159. Roadway Impact Fees Adopted. The City hereby adopts the Maximum Assessable Roadway Impact Fee attached and incorporated as **Exhibit B, Schedule 1**, and the Roadway Impact Fee Collection Rate attached and incorporated as **Exhibit B, Schedule 2**. Each non-exempt New Development shall be assessed the Maximum Assessable Roadway Impact Fee and shall pay the Roadway Impact Fee Collection Rate, minus any applicable Credits, as described herein. Except as herein otherwise provided, the Assessment and collection of a Roadway Impact Fee shall be

additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

Sec. 44-160. Roadway Impact Fee Required. No Final Plat for New Development shall be released for filing with Tarrant or Johnson County without Assessment of an Impact Fee pursuant to this Ordinance; or, if no plat is required, then no building permit shall be issued until such Assessment is made and the Roadway Impact Fee Collection Rate is paid in accordance with the Assessment and collection procedures indicated herein.

Sec. 44-161. Assessment of Impact Fees. Assessment of the Impact Fee for any New Development shall be made as follows:

- A. **Assessment of the roadway impact fee per service unit shall be the amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in Exhibit B, Schedule 1.**
- B. For land which is not required to be platted at the time of application for a building permit pursuant to the City's subdivision regulations prior to development, Assessment of Roadway Impact Fees shall occur at the time application is made for the building permit and shall be the most recent amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in Exhibit B, Schedule 1 then in effect.
- C. For New Development which is submitted for approval pursuant to the City's subdivision regulations or which is proposed for replatting on or after the effective date of this Ordinance, Assessment of Impact Fees shall be at the time of final plat or replat approval, and shall be the most recent amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in Exhibit B, Schedule 1 then in effect.
- D. Following Assessment of the Impact Fee pursuant to this Section, the amount of the Impact Fee Assessment per Service Unit for that development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or other development application that results in approval of additional Service Units, in which case a new Assessment shall occur at the Exhibit B, Schedule 1 rate then in effect for such additional Service Unit.
- E. The City Manager or his or her designee shall compute the Roadway Impact Fees for New Development by first determining whether the New Development is eligible for Credits calculated in accordance with this Ordinance, which would further reduce Impact Fees otherwise due in whole or in part. The total amount of Impact Fees for the New Development shall be attached to the development application as a condition of approval.

- F. Approval of an amending plat pursuant to Tex. Loc. Gov't Code, Section 212.016 and the City's subdivision regulations is not subject to reassessment for an Impact Fee.

Sec. 44-162. Exemptions to Impact Fees. The following are exempt from the applicability of this Ordinance:

- A. Pursuant to Tex. Loc. Gov't Code Section 395.022, as amended, a public school district is not required to pay Roadway Impact Fees imposed under this Ordinance unless the board of trustees of the district consents to the payment of the fees by entering a contract with the City imposing the fees.
- B. A change in use, as defined in Section 44-157, is exempt from the payment of impact fees.

Sec. 44-163. Collection of Impact Fees. Roadway Impact Fees shall be collected in the following manner; however, the City has the ability to require construction greater than the Roadway Impact Fee Collection Rate for amounts up to the Maximum Assessable Roadway Impact Fee:

- A. The Roadway Impact Fee Collection Rate shall be paid at the time the City issues a building permit for a New Development. For New Development which does not require a building permit, the Roadway Impact Fee Collection Rate shall be paid prior to the issuance of a Certificate of Occupancy.
- B. For properties requiring a plat, the Roadway Impact Fee Collection Rate to be paid and collected per Service Unit for New Development shall be the amount listed in **Exhibit B, Schedule 2** in effect at the time of final plat approval.
- C. For properties that do not require the filing of a plat, the Roadway Impact Fee Collection Rate shall be paid and collected per Service Unit for New Development in the amount listed in **Exhibit B, Schedule 2** in effect at the time that the building permit application is filed.
- D. If the building permit for which an Impact Fee has been paid has expired, and a new application is thereafter filed, the Roadway Impact Fee Collection Rate shall be computed using **Exhibit B, Schedule 2** in effect at the time of the new application, with Credits for previous payment of Impact Fees being applied against the new Impact Fees due.
- E. Whenever the property owner proposes to increase the number of Service Units for a development, the additional Impact Fees collected for such new Service Units shall be determined by using **Exhibit B, Schedule 2** in effect at the time of the request, and such additional fee shall be collected at the times prescribed by this section.
- F. Where an application for a building permit is for a "shell" or speculative building on a parcel zoned "GR", General Retail or "C", Commercial, the amount of the roadway impact fee will be calculated assuming the entire building will be used as

a “Strip Retail Plaza” as shown on **Exhibit C, Land Use Equivalency Table**. Where a subsequent application for a building permit is made for the finish-out of the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a “Strip Retail Plaza.”

- G. The City may vary the rates of collection or amount of Roadway Impact Fees per Service Unit among or within Service Areas in order to reasonably further goals and policies affecting the adequacy of roadway facilities serving New Development, or other regulatory purposes affecting the type, quality, intensity, economic development potential or development timing of land uses within such Service Areas.

Sec. 44-164. Credits against Impact Fees. The City may credit the contribution of land, improvements or funding for construction of any System Facility that is required or agreed to by the City, pursuant to rules established in this section or pursuant to administrative guidelines promulgated by the City with the following limitations:

- A. The Credit shall be associated with the plat or other detailed plan of development for the property that is to be served by the Roadway Facility.
- B. Master Planned Community projects, including subdivisions containing multiple phases, and whether approved before or after the effective date of these Impact Fee regulations, may apply for Credits against Roadway Impact Fees for the entire project based upon contributions of land, improvements or funds toward construction of system facilities. Credits shall be determined by comparing costs of Roadway Capital Improvements supplied by the project with the costs of Roadway Capital Improvements to be utilized by development within the project, utilizing a methodology approved by the City. The Credit determination shall be incorporated within an agreement for Credits, in accordance with this Ordinance. The Roadway requirements of an agreement for Credits shall not be less than what is required by the Burlson Development Code.
- C. The City’s current policies and regulations shall apply to determine a New Development’s obligations to construct adjacent System Facilities. The obligation to construct, however, shall not exceed the roughly proportionate amount as calculated by the City . Construction of facilities included in the Impact Fee CIP shall be a Credit against the amount of Impact Fees otherwise due. If the costs of constructing a System Facility in accordance with the current City policies and regulations are greater than the amount of the Roadway Impact Fee Collection Rate due, the amount of the Credit due shall be deemed to be 100% of the assessed Impact Fees and no Impact Fee shall be collected thereafter for the development, unless the number of Service Units is subsequently increased.

- D. All Credits against Roadway Impact Fees shall be based upon standards promulgated by the City, which may be adopted as administrative guidelines, including the following standards:
- (1) No Credit shall be given for the dedication or construction of Site-related Facilities.
 - (2) No Credit shall be given for a Roadway Facility which is not identified within the Roadway Impact Fee Capital Improvements Plan, unless the facility is on or qualifies for inclusion on the Mobility Plan and the City agrees that such improvement supplies capacity to New Developments other than the development paying the Roadway Impact Fee and provisions for Credits are incorporated in an agreement for Credits pursuant to this Ordinance.
 - (3) In no event will the City grant a Credit when no Roadway Impact Fees can be collected pursuant to this Ordinance or for any amount exceeding the Roadway Impact Fee Collection Rate due for the development, unless expressly agreed to by the City in writing.
 - (4) The City may participate in the costs of a System Facility to be dedicated to the City, , including costs that exceed the amount of the Maximum Assessable Impact Fees for the development, in accordance with policies and rules established by the City. The amount of any Credit for construction of a System Facility shall be reduced by the amount of any participation funds received from the City.
 - (5) Where funds for Roadway Facilities have been escrowed under an agreement that was executed with the City prior to the effective date of this Ordinance, the following rules apply:
 - (a) Funds expended under the agreement for Roadway Facilities shall first be credited against the amount of Roadway Impact Fees that would have been due under **Exhibit B, Schedule 2** for those units of development for which building permits already have been issued;
 - (b) Any remaining funds shall be credited against Impact Fees due for the development under **Exhibit B, Schedule 2** at the time building permits are issued.
- E. Credits for construction of Capital Improvements shall be deemed created when the Capital Improvements are completed and the City has accepted the facility, or in the case of Capital Improvements constructed and accepted prior to the Effective Date of this Ordinance, on such effective date. Credits created after the Effective Date of this Ordinance shall expire ten (10) years from the date the Credit was

created. Credits arising prior to such Effective Date shall expire ten (10) years from such effective date. Upon application by the property owner, the City may agree to extend the expiration date for the Credit on mutually agreeable terms.

- F. Unless an agreement for Credits, as described herein, is executed providing for a different manner of applying Credits against Roadway Impact Fees due, a Credit associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce Impact Fees due until the Credit is exhausted.
- G. An owner of a New Development who has constructed or financed a Roadway Capital Improvement or Roadway Facility expansion designated in the Roadway Impact Fee Capital Improvements Plans, or other Roadway Capital Improvement that supplies excess capacity, as required or authorized by the City, shall enter into an agreement with the City to provide for Credits against Roadway Impact Fees due for the development in accordance with this paragraph. The agreement shall identify the basis for and the method for computing and the amount of the Credit due and any reduction in Credits attributable to consumption of road capacity by developed lots or tracts served by the Roadway Capital Improvements. For multi-phased projects, the City may require that total Credits be proportionally allocated among the phases. If authorized by the City, the agreement also may provide for allocation of Credits among New Developments within the project, and provisions for the timing and collection of Impact Fees.

Sec. 44-165. Use of Proceeds of Impact Fee Accounts. The Roadway Impact Fees collected for each Service Area pursuant to these regulations may be used to finance or to recoup the costs of any roadway improvements or facility expansions identified in the Roadway Impact Fee Capital Improvements Plan for the Service Area, including but not limited to the construction contract price, surveying and engineering fees, and land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Roadway Impact Fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such roadway improvements or facility expansions. Roadway Impact Fees may also be used to pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the Roadway Impact Fee Capital Improvements Plan. The Capital Improvements Advisory Committee shall recommend a Roadway Impact Fee Funding Plan identifying the projects to be funded with Roadway Impact Fees. City Council shall have final approval of the funding plan. Impact Fees collected may not be used to pay for the expenses prohibited by Statute.

Sec. 44-166. Establishment of Accounts. The City's Finance Department shall establish an account to which interest is allocated for each Service Area for which a Roadway Impact Fee is imposed pursuant to this Ordinance. Each Impact Fee collected

within the Service Area shall be deposited in such account with the following regulations:

- A. Interest earned on the account into which the Impact Fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in this Ordinance and the Statute.
- B. The City's Finance Department shall establish adequate financial and accounting controls to ensure that Roadway Impact Fees disbursed from the account are utilized solely for the purposes authorized in this Ordinance and the Statute. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance; provided, however, that any Roadway Impact Fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.
- C. The City's Finance Department shall maintain and keep financial records for Roadway Impact Fees, which shall show the source and disbursement of all fees collected in or expended from each Service Area. The records of the account into which Impact Fees are deposited shall be open for public inspection and copying during ordinary business hours. The City may establish a fee for copying services.

Sec. 44-167. Impact Fee as Additional and Supplemental Regulation. Roadway Impact Fees established by these regulations are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such Impact Fees are intended to be consistent with and to further the policies of the Imagine Burleson Comprehensive Plan, the Capital Improvements Plan, the zoning ordinances, subdivision regulations and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land. This Ordinance shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations and policies of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 44-168. Updates to Plans and Revision of Fees. The City shall update its Land Use Assumptions and Capital Improvements Plan and make any revision of fees as indicated below:

- A. The City shall update its Land Use Assumptions and Roadway Impact Fee Capital Improvements Plans and shall recalculate the Roadway Impact Fees based thereon in accordance with the procedures set forth in Texas Local Gov't Code, Ch. 395, or in any successor statute. Newly Annexed Territories: Upon annexation, a newly

annexed area shall be immediately added into the nearest, adjacent Roadway Service Area so long as in doing so the Roadway Service Area still complies with the distance requirements in Chapter 395 of the Texas Local Government Code. The collection rate shall be assessed at the rate of the existing Roadway Service Area and may be adjusted upon a future study update. In the event that said addition to the nearest, adjacent Roadway Service Area brings that Roadway Service Area out of compliance with the distance requirements in Chapter 395 of the Texas Local Government Code, a new impact fee study shall be commenced as soon as possible, and upon adoption of an updated study, the Roadway Service Areas shall be adjusted to incorporate the newly annexed area. However, this does not preclude the City from reviewing its Land Use Assumptions, Roadway Impact Fee Capital Improvements Plans, Roadway Impact Fees, and other factors such as market conditions more frequently than provided for herein to determine whether the Land Use Assumptions and Roadway Capital Improvements Plans should be updated and the Roadway Impact Fees recalculated accordingly, utilizing statutory update procedures.

- B. Exhibit B, Schedule 2 may be amended without revising the Land Use Assumptions and Roadway Capital Improvements Plans at any time prior to the update provided for in this Section, provided that the Roadway Impact Fee Collection Rate to be collected under **Exhibit B, Schedule 2** do not exceed the Maximum Assessable Roadway Impact Fees assessed under **Exhibit B, Schedule 1**.
- C. If, at the time an update is required as indicated herein and the City Council determines that no change to the Land Use Assumptions, Roadway Impact Fee Capital Improvements Plan or Roadway Impact Fees are needed, it may dispense with such update by following the procedures in Texas Local Gov't Code, Section 395.0575 or its successor statute.
- D. The City may amend any other provisions of this Ordinance in accordance with procedures for ordinance amendments contained in the City's Charter or State law.

Sec. 44-169. Refunds

- A. Upon application, any Roadway Impact Fee or portion thereof collected pursuant to this Ordinance, which has not been expended within the Service Area within ten (10) years from the date of payment, shall be refunded to the record owner of the property for which the Impact Fee was paid or, if the Impact Fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Sec. 302.002, Tex. Fin. Code, or its successor statute. The application for refund pursuant to this section shall be submitted within sixty (60) days after the expiration of the ten-year period for expenditure of the Impact Fee. An Impact Fee shall be considered expended on a first-in, first out basis.
- B. An Impact Fee collected pursuant to this Ordinance shall also be considered expended if the total expenditures for Capital Improvements or Roadway Facility

expansions authorized within the Service Area within ten (10) years following the date of payment exceeds the total fees collected within the Service Area for such improvements or expansions during such period.

- C. If a refund is due pursuant to Subsections A or B, the City shall divide the difference between the amount of expenditures and the amount of the Impact Fees collected by the total number of Service Units assumed within the Service Area for the period to determine the refund due per Service Unit. The refund to the record owner shall be calculated by multiplying the refund due per Service Unit by the number of Service Units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

Sec 44-170. Rebates. If the building permit for a New Development for which a Roadway Impact Fee has been paid has expired, and a modified or new application has not been filed within six (6) months of such expiration, the City shall, upon written application, rebate the amount of the Impact Fee to the record owner of the property for which the Impact Fee was paid. If no application for rebate pursuant to this subsection has been filed within this period, no rebate shall become due.

Sec. 44-171. Appeals. The property owner or applicant for New Development may appeal the applicability or amount of the Roadway Impact Fee or the availability or amount of Credits or Refunds to the City Council using the following procedure:

- A. The burden of proof shall be on the applicant to demonstrate that relief should be granted by the City.
- B. The applicant must file a written notice of appeal with the City Manager or his/her designee within thirty (30) days following the decision being appealed. Along with the notice of appeal, an applicant may request an alternative Service Unit computation for land uses not contained with the latest edition of the ITE Trip Generation Manual by submitting a trip generation study demonstrating the appropriateness of the trip generation rates for the proposed development. An applicant may also include an alternative Service Unit calculation.
- C. The City Manager or his/her designee (“Manager”) may (1) resolve the appeal, if the applicant agrees with the Manager’s decision, or (2) if the applicant does not agree, refer the matter to the Capital Improvements Advisory Committee to make a decision, along with the Manager’s recommendation and any trip generation study provided, if any.
- D. If City Council review is requested by the applicant after receiving the Manager’s and/or Capital Improvements Advisory Committee decision, the City Secretary shall schedule a public hearing at which the applicant may present testimony and evidence before the City Council. The City Council shall act on the appeal within 60 days of receipt of the notice of appeal by the City, unless otherwise agreed by the Applicant.

- E. If the notice of appeal is accompanied by a payment or other security satisfactory to the City Attorney in an amount equal to the original determination of the Roadway Impact Fee due, the City shall process and may issue a building permit if other requirements are met while the appeal is pending.
- F. If the City Council allows for a different amount of the Roadway Impact Fee due for a New Development under this section to be paid, it may cause to be appropriated from other City funds the amount of the reduction in the Impact Fee to the account for the Service Area in which the property is located.

SECTION 2

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 3

If any sentence, section, subsection, clause, phrase, part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, and welfare. Any member of the Council or any City official or employee charged with the enforcement of this ordinance, acting for the City in the discharge of his or her duties, shall not thereby render himself or herself personally liable; and is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

SECTION 5

Any violation of this ordinance can be enjoined by a suit filed in the name of the City in a court of competent jurisdiction.

SECTION 6

If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portions of the Ordinance which shall continue to have full force and effect.

SECTION 7

This Ordinance shall take effect immediately upon passage and approval, as provided by law.

AND IT IS SO ORDAINED.

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

First Reading: the _____ day of _____, 20_____.

Final Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

(ROADWAY IMPACT FEE STUDY DATED MAY 2023)

The Roadway Impact Fee Study is on file in the City Secretary's Offices. Due to size, it is not attached to the Ordinance but is referenced and incorporated herein as if attached.

EXHIBIT B

SCHEDULE 1

MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT

<u>Exhibit B - Schedule 1</u>		
Service Areas	Maximum Assessable Roadway Impact Fee Per Service Unit	
	Before 1/1/2024	On or after 1/1/2024
Service Area A	\$ 771	\$ 1,632
Service Area B	\$ 657	\$ 703
Service Area C	\$ 1,152	\$ 1,954
Service Area D	\$ 976	\$ 1,365

Note: Fee amounts shown in this schedule do not represent the final collected fee amount

SCHEDULE 2

ROADWAY IMPACT FEE COLLECTION RATE PER SERVICE UNIT

<u>Exhibit B - Schedule 2</u>						
Assessment Date	Properties Platted before 1/1/2024			Properties Platted on or after 1/1/2024		
	Land Use Type			Land Use Type		
Service Areas	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial
A	\$408.16	\$300.00	\$200.00	\$1,632.00	\$1,632.00	\$1,632.00
B	\$408.16	\$300.00	\$200.00	\$703.00	\$703.00	\$703.00
C*	\$408.16	\$300.00	\$200.00	\$1,954.00	\$1,954.00	\$1,954.00
D	\$408.16	\$300.00	\$0.00	\$1,365.00	\$1,365.00	\$0.00

Exceptions:

*New Development located within Service Area C and within the Old Town Overlay District shall be exempt from the requirement of roadway impact fees.

EXHIBIT C

(LAND USE EQUIVALENCY TABLE – PROPERTIES PLATTED BEFORE 1/1/2024)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NHTS Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	14.65	50%	7.33	6.00	5.82
Warehousing	150	1,000 SF GFA	0.32			0.32	14.65	50%	7.33	6.00	1.92
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	9.79	50%	4.90	4.90	4.90
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	9.79	50%	4.90	4.90	3.04
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	9.79	50%	4.90	4.90	2.55
Senior Adult Housing-Detached	251	Dwelling Unit	0.27			0.27	9.79	50%	4.90	4.90	1.32
Senior Adult Housing-Attached	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.90	1.23
Assisted Living	254	Beds	0.22			0.22	9.79	50%	4.90	4.90	1.08
LODGING											
Hotel	310	Room	0.60			0.60	6.43	50%	3.22	3.22	1.93
RECREATIONAL											
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.30			0.30	7.86	50%	3.93	3.93	1.18
Recreational Community Center	495	1,000 SF GFA	2.74			2.74	7.86	50%	3.93	3.93	10.77
Ice Skating Rink	465	1,000 SF GFA	2.36			2.36	7.86	50%	3.93	3.93	9.27
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Multiplex Movie Theater	445	Screens	13.64			13.64	7.86	50%	3.93	3.93	53.61
Racquet / Tennis Club	491	Court	3.35			3.35	7.86	50%	3.93	3.93	13.17
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	8.31	50%	4.16	4.16	2.29
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	3.49	50%	1.75	1.75	12.09
Primary/Middle School (1-8)	522	Students	0.16			0.16	3.49	50%	1.75	1.75	0.28
High School	530	Students	0.13			0.13	3.49	50%	1.75	1.75	0.23
Junior / Community College	540	Students	0.12			0.12	10.44	50%	5.22	5.22	0.63
University / College	550	Students	0.17			0.17	10.44	50%	5.22	5.22	0.89
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	9.85	50%	4.93	4.93	25.54
Hospital	610	1,000 SF GFA	0.93			0.93	9.85	50%	4.93	4.93	4.58
Nursing Home	620	Beds	0.22			0.22	9.85	50%	4.93	4.93	1.08
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	9.85	50%	4.93	4.93	16.27
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	14.65	50%	7.33	6.00	8.46
General Office Building	710	1,000 SF GFA	1.49			1.49	14.65	50%	7.33	6.00	8.94
Medical-Dental Office Building	720	1,000 SF GFA	3.57			3.57	9.85	50%	4.93	4.93	17.60
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	14.65	50%	7.33	6.00	10.44
Office Park	750	1,000 SF GFA	1.48			1.48	14.65	50%	7.33	6.00	8.88
COMMERCIAL											
AUTOMOBILE RELATED											
Automobile Care Center	942	1,000 SF Occ. GLA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.17
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	4.45	50%	2.23	2.23	7.60
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	4.45	50%	2.23	2.23	4.68
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	4.45	50%	2.23	2.23	6.94
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	28%	A	2.99	4.45	50%	2.23	2.23	6.67
DINING											
Fast Food Restaurant	933	1,000 SF GFA	26.15	50%	B	13.08	5.64	50%	2.82	2.82	36.89
Sit-Down Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	6.07	50%	3.04	3.04	17.05
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	42.80	70%	A	12.84	4.53	50%	2.27	2.27	29.15
OTHER RETAIL											
Free-Standing Discount Store	815	1,000 SF GFA	4.98	30%	C	3.49	5.60	50%	2.80	2.80	9.77
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	5.60	50%	2.80	2.80	3.39
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	5.60	50%	2.80	2.80	14.14
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	5.60	50%	2.80	2.80	6.86
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	5.60	50%	2.80	2.80	17.00
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.23
Drive-In Bank	912	Drive-in Lanes	33.24	47%	A	17.62	4.45	50%	2.23	2.23	39.29
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	4.45	50%	2.23	2.23	2.27

**(LAND USE EQUIVALENCY TABLE
PROPERTIES PLATTED ON OR AFTER 1/1/2024)**

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NHTS Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL											
Intermodal Truck Terminal	030	1,000 SF GFA	1.87			1.87	14.65	50%	7.32	6.00	11.22
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	14.65	50%	7.33	6.00	3.90
Industrial Park	130	1,000 SF GFA	0.34			0.34	14.65	50%	7.33	6.00	2.04
Warehousing	150	1,000 SF GFA	0.18			0.18	14.65	50%	7.33	6.00	1.08
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	14.65	50%	7.33	6.00	0.90
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.94			0.94	9.79	50%	4.90	4.90	4.61
Apartment/Multi-family	220	Dwelling Unit	0.51			0.51	9.79	50%	4.90	4.90	2.50
Residential Condominium/Townhome	230	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Senior Adult Housing-Single-Family	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Multifamily	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.90	1.23
Assisted Living	254	Beds	0.24			0.24	9.79	50%	4.90	4.90	1.18
LODGING											
Hotel	310	Room	0.59			0.59	6.43	50%	3.22	3.22	1.90
Motel / Other Lodging Facilities	320	Room	0.36			0.36	6.43	50%	3.22	3.22	1.16
RECREATIONAL											
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	7.86	50%	3.93	3.93	9.83
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Movie Theater	445	Screens	13.96			13.96	7.86	50%	3.93	3.93	54.86
Racquet / Tennis Club	491	Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.16	4.16	2.04
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.75	1.75	10.90
Elementary School	520	Students	0.16			0.16	3.49	50%	1.75	1.75	0.28
Middle School/Junior High School	522	Students	0.15			0.15	3.49	50%	1.75	1.75	0.26
High School	525	Students	0.14			0.14	3.49	50%	1.75	1.75	0.25
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.22	0.57
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.22	0.78
MEDICAL											
Clinic	630	1,000 SF GFA	3.69			3.69	9.85	50%	4.93	4.93	18.19
Hospital	610	1,000 SF GFA	0.86			0.86	9.85	50%	4.93	4.93	4.24
Nursing Home	620	Beds	0.14			0.14	9.85	50%	4.93	4.93	0.69
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.93	4.93	12.18
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	6.00	7.80
General Office Building	710	1,000 SF GFA	1.44			1.44	14.65	50%	7.33	6.00	8.64
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	9.85	50%	4.93	4.93	19.37
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.65	50%	7.33	6.00	10.56
Office Park	750	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	6.00	7.80
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF Occ. GLA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.17
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	4.45	50%	2.23	2.23	6.22
Gasoline/Service Station	944	Vehicle Fueling Position	13.91	42%	A	8.07	1.20	50%	0.60	0.60	4.84
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	18.42	75%	B	4.61	1.20	50%	0.60	0.60	2.77
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	B	1.94	4.45	50%	2.23	2.23	4.33
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.23	2.23	6.49
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.75	28%	A	2.70	4.45	50%	2.23	2.23	6.02
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	33.03	50%	A	16.52	5.64	50%	2.82	2.82	46.59
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	33.21	50%	B	16.61	5.64	50%	2.82	2.82	46.84
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	6.07	50%	3.04	3.04	15.69
Fine Dining Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	6.07	50%	3.04	3.04	13.28
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	38.99	70%	A	11.70	4.53	50%	2.27	2.27	26.56
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.86	30%	C	3.40	5.60	50%	2.80	2.80	9.52
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.29	48%	A	1.19	5.60	50%	2.80	2.80	3.33
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.25	49%	A	5.23	5.60	50%	2.80	2.80	14.64
Shopping Center (>150k)	820	1,000 SF GLA	3.40	34%	A	2.24	5.60	50%	2.80	2.80	6.27
Shopping Plaza (40-150k)	821	1,000 SF GLA	5.19	34%	A	3.43	5.60	50%	2.80	2.80	9.60
Strip Retail Plaza (<40k)	822	1,000 SF GLA	6.59	34%	A	4.35	5.60	50%	2.80	2.80	12.18
Supermarket	850	1,000 SF GFA	8.95	36%	A	5.73	5.60	50%	2.80	2.80	16.04
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.84
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.23
Drive-In Bank	912	Drive-in Lanes	27.07	47%	A	14.35	4.45	50%	2.23	2.23	32.00
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	4.45	50%	2.23	2.23	2.27

EXHIBIT C
(ROADWAY IMPACT FEE PER DEVELOPMENT UNIT PER SERVICE AREA -
PROPERTIES PLATTED BEFORE 1/1/2024)

Land Use Category	Development Unit	Veh-Mi Per Dev-Unit	Service Area A	Service Area B	Service Area C	Service Area D
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	5.82	\$ 1,164.00	\$ 1,164.00	\$ 1,164.00	\$ -
Warehousing	1,000 SF GFA	1.92	\$ 384.00	\$ 384.00	\$ 384.00	\$ -
RESIDENTIAL						
Single-Family Detached Housing	Dwelling Unit	4.90	\$ 1,999.98	\$ 1,999.98	\$ 1,999.98	\$ 1,999.98
Apartment/Multi-family	Dwelling Unit	3.04	\$ 1,240.81	\$ 1,240.81	\$ 1,240.81	\$ 1,240.81
Residential Condominium/Townhome	Dwelling Unit	2.55	\$ 1,040.81	\$ 1,040.81	\$ 1,040.81	\$ 1,040.81
Senior Adult Housing-Detached	Dwelling Unit	1.32	\$ 538.77	\$ 538.77	\$ 538.77	\$ 538.77
Senior Adult Housing-Attached	Dwelling Unit	1.23	\$ 502.04	\$ 502.04	\$ 502.04	\$ 502.04
Assisted Living	Beds	1.08	\$ 440.81	\$ 440.81	\$ 440.81	\$ 440.81
LODGING						
Hotel	Room	1.93	\$ 579.00	\$ 579.00	\$ 579.00	\$ 579.00
RECREATIONAL						
Golf Driving Range	Tee	4.91	\$ 1,473.00	\$ 1,473.00	\$ 1,473.00	\$ 1,473.00
Golf Course	Acre	1.18	\$ 354.00	\$ 354.00	\$ 354.00	\$ 354.00
Recreational Community Center	1,000 SF GFA	10.77	\$ 3,231.00	\$ 3,231.00	\$ 3,231.00	\$ 3,231.00
Ice Skating Rink	1,000 SF GFA	9.27	\$ 2,781.00	\$ 2,781.00	\$ 2,781.00	\$ 2,781.00
Miniature Golf Course	Hole	1.30	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00
Multiplex Movie Theater	Screens	53.61	\$ 16,083.00	\$ 16,083.00	\$ 16,083.00	\$ 16,083.00
Racquet / Tennis Club	Court	13.17	\$ 3,951.00	\$ 3,951.00	\$ 3,951.00	\$ 3,951.00
INSTITUTIONAL						
Church	1,000 SF GFA	2.29	\$ 687.00	\$ 687.00	\$ 687.00	\$ 687.00
Day Care Center	1,000 SF GFA	12.09	\$ 3,627.00	\$ 3,627.00	\$ 3,627.00	\$ 3,627.00
Primary/Middle School (1-8)	Students	0.28	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00
High School	Students	0.23	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Junior / Community College	Students	0.63	\$ 189.00	\$ 189.00	\$ 189.00	\$ 189.00
University / College	Students	0.89	\$ 267.00	\$ 267.00	\$ 267.00	\$ 267.00
MEDICAL						
Clinic	1,000 SF GFA	25.54	\$ 7,662.00	\$ 7,662.00	\$ 7,662.00	\$ 7,662.00
Hospital	1,000 SF GFA	4.58	\$ 1,374.00	\$ 1,374.00	\$ 1,374.00	\$ 1,374.00
Nursing Home	Beds	1.08	\$ 324.00	\$ 324.00	\$ 324.00	\$ 324.00
Animal Hospital/Veterinary Clinic	1,000 SF GFA	16.27	\$ 4,881.00	\$ 4,881.00	\$ 4,881.00	\$ 4,881.00
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	8.46	\$ 2,538.00	\$ 2,538.00	\$ 2,538.00	\$ 2,538.00
General Office Building	1,000 SF GFA	8.94	\$ 2,682.00	\$ 2,682.00	\$ 2,682.00	\$ 2,682.00
Medical-Dental Office Building	1,000 SF GFA	17.60	\$ 5,280.00	\$ 5,280.00	\$ 5,280.00	\$ 5,280.00
Single Tenant Office Building	1,000 SF GFA	10.44	\$ 3,132.00	\$ 3,132.00	\$ 3,132.00	\$ 3,132.00
Office Park	1,000 SF GFA	8.88	\$ 2,664.00	\$ 2,664.00	\$ 2,664.00	\$ 2,664.00
COMMERCIAL						
AUTOMOBILE RELATED						
Automobile Care Center	1,000 SF Occ. GLA	4.17	\$ 1,251.00	\$ 1,251.00	\$ 1,251.00	\$ 1,251.00
Automobile Parts Sales	1,000 SF GFA	7.60	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	3.56	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00
New Car Sales	1,000 SF GFA	4.68	\$ 1,404.00	\$ 1,404.00	\$ 1,404.00	\$ 1,404.00
Quick Lubrication Vehicle Shop	Servicing Positions	6.94	\$ 2,082.00	\$ 2,082.00	\$ 2,082.00	\$ 2,082.00
Self-Service Car Wash	Stall	1.99	\$ 597.00	\$ 597.00	\$ 597.00	\$ 597.00
Tire Store	1,000 SF GFA	6.67	\$ 2,001.00	\$ 2,001.00	\$ 2,001.00	\$ 2,001.00
DINING						
Fast Food Restaurant	1,000 SF GFA	36.89	\$ 11,067.00	\$ 11,067.00	\$ 11,067.00	\$ 11,067.00
Sit-Down Restaurant	1,000 SF GFA	17.05	\$ 5,115.00	\$ 5,115.00	\$ 5,115.00	\$ 5,115.00
Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	29.15	\$ 8,745.00	\$ 8,745.00	\$ 8,745.00	\$ 8,745.00
OTHER RETAIL						
Free-Standing Discount Store	1,000 SF GFA	9.77	\$ 2,931.00	\$ 2,931.00	\$ 2,931.00	\$ 2,931.00
Nursery (Garden Center)	1,000 SF GFA	13.61	\$ 4,083.00	\$ 4,083.00	\$ 4,083.00	\$ 4,083.00
Home Improvement Superstore	1,000 SF GFA	3.39	\$ 1,017.00	\$ 1,017.00	\$ 1,017.00	\$ 1,017.00
Pharmacy/Drugstore	1,000 SF GFA	14.14	\$ 4,242.00	\$ 4,242.00	\$ 4,242.00	\$ 4,242.00
Shopping Center	1,000 SF GLA	6.86	\$ 2,058.00	\$ 2,058.00	\$ 2,058.00	\$ 2,058.00
Supermarket	1,000 SF GFA	17.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
SERVICES						
Walk-In Bank	1,000 SF GFA	16.23	\$ 4,869.00	\$ 4,869.00	\$ 4,869.00	\$ 4,869.00
Drive-In Bank	Drive-in Lanes	39.29	\$ 11,787.00	\$ 11,787.00	\$ 11,787.00	\$ 11,787.00
Hair Salon	1,000 SF GLA	2.27	\$ 681.00	\$ 681.00	\$ 681.00	\$ 681.00

EXHIBIT C
(ROADWAY IMPACT FEE PER DEVELOPMENT UNIT PER SERVICE AREA -
PROPERTIES PLATTED ON OR AFTER 1/1/2024)

Land Use Category	Development Unit	Veh-Mi Per Dev-Unit	Service Area A	Service Area B	Service Area C	Service Area D
PORT AND TERMINAL						
Intermodal Truck Terminal	1,000 SF GFA	11.22	\$ 18,311.04	\$ 7,887.66	\$ 21,923.88	\$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.90	\$ 6,364.80	\$ 2,741.70	\$ 7,620.60	\$ -
Industrial Park	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ -
Warehousing	1,000 SF GFA	1.08	\$ 1,762.56	\$ 759.24	\$ 2,110.32	\$ -
Mini-Warehouse	1,000 SF GFA	0.90	\$ 1,468.80	\$ 632.70	\$ 1,758.60	\$ -
RESIDENTIAL						
Single-Family Detached Housing	Dwelling Unit	4.61	\$ 7,523.52	\$ 3,240.83	\$ 9,007.94	\$ 6,292.65
Apartment/Multi-family	Dwelling Unit	2.50	\$ 4,080.00	\$ 1,757.50	\$ 4,885.00	\$ 3,412.50
Residential Condominium/Townhome	Dwelling Unit	1.76	\$ 2,872.32	\$ 1,237.28	\$ 3,439.04	\$ 2,402.40
Senior Adult Housing-Single-Family	Dwelling Unit	1.47	\$ 2,399.04	\$ 1,033.41	\$ 2,872.38	\$ 2,006.55
Senior Adult Housing-Multifamily	Dwelling Unit	1.23	\$ 2,007.36	\$ 864.69	\$ 2,403.42	\$ 1,678.95
Assisted Living	Beds	1.18	\$ 1,925.76	\$ 829.54	\$ 2,305.72	\$ 1,610.70
LODGING						
Hotel	Room	1.90	\$ 3,100.80	\$ 1,355.70	\$ 3,712.60	\$ 2,593.50
Motel / Other Lodging Facilities	Room	1.16	\$ 1,893.12	\$ 815.48	\$ 2,266.64	\$ 1,583.40
RECREATIONAL						
Golf Driving Range	Tee	4.91	\$ 8,013.12	\$ 3,451.73	\$ 9,594.14	\$ 6,702.15
Golf Course	Acre	1.10	\$ 1,795.20	\$ 773.30	\$ 2,149.40	\$ 1,501.50
Recreational Community Center	1,000 SF GFA	9.83	\$ 16,042.56	\$ 6,910.49	\$ 19,207.82	\$ 13,417.95
Ice Skating Rink	1,000 SF GFA	5.23	\$ 8,535.36	\$ 3,676.69	\$ 10,219.42	\$ 7,138.95
Miniature Golf Course	Hole	1.30	\$ 2,121.60	\$ 913.90	\$ 2,540.20	\$ 1,774.50
Movie Theater	Screens	54.86	\$ 89,531.52	\$ 38,566.58	\$ 107,196.44	\$ 74,883.90
Racquet / Tennis Club	Court	15.01	\$ 24,496.32	\$ 10,552.03	\$ 29,329.54	\$ 20,488.65
INSTITUTIONAL						
Church	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ 2,784.60
Day Care Center	1,000 SF GFA	10.90	\$ 17,788.80	\$ 7,662.70	\$ 21,298.60	\$ 14,878.50
Elementary School	Students	0.28	\$ 456.96	\$ 196.84	\$ 547.12	\$ 382.20
Middle School/Junior High School	Students	0.26	\$ 424.32	\$ 182.78	\$ 508.04	\$ 354.90
High School	Students	0.25	\$ 408.00	\$ 175.75	\$ 488.50	\$ 341.25
Junior / Community College	Students	0.57	\$ 930.24	\$ 400.71	\$ 1,113.78	\$ 778.05
University / College	Students	0.78	\$ 1,272.96	\$ 548.34	\$ 1,524.12	\$ 1,064.70
MEDICAL						
Clinic	1,000 SF GFA	18.19	\$ 29,686.08	\$ 12,787.57	\$ 35,543.26	\$ 24,829.35
Hospital	1,000 SF GFA	4.24	\$ 6,919.68	\$ 2,980.72	\$ 8,284.96	\$ 5,787.60
Nursing Home	Beds	0.69	\$ 1,126.08	\$ 485.07	\$ 1,348.26	\$ 941.85
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
General Office Building	1,000 SF GFA	8.64	\$ 14,100.48	\$ 6,073.92	\$ 16,882.56	\$ 11,793.60
Medical-Dental Office Building	1,000 SF GFA	19.37	\$ 31,611.84	\$ 13,617.11	\$ 37,848.98	\$ 26,440.05
Single Tenant Office Building	1,000 SF GFA	10.56	\$ 17,233.92	\$ 7,423.68	\$ 20,634.24	\$ 14,414.40
Office Park	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF Occ. GLA	4.17	\$ 6,805.44	\$ 2,931.51	\$ 8,148.18	\$ 5,692.05
Automobile Parts Sales	1,000 SF GFA	6.22	\$ 10,151.04	\$ 4,372.66	\$ 12,153.88	\$ 8,490.30
Gasoline/Service Station	Vehicle Fueling Position	4.84	\$ 7,898.88	\$ 3,402.52	\$ 9,457.36	\$ 6,606.60
Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	2.77	\$ 4,520.64	\$ 1,947.31	\$ 5,412.58	\$ 3,781.05
Automobile Sales (New)	1,000 SF GFA	4.33	\$ 7,066.56	\$ 3,043.99	\$ 8,460.82	\$ 5,910.45
Quick Lubrication Vehicle Shop	Servicing Positions	6.49	\$ 10,591.68	\$ 4,562.47	\$ 12,681.46	\$ 8,858.85
Self-Service Car Wash	Stall	1.99	\$ 3,247.68	\$ 1,398.97	\$ 3,888.46	\$ 2,716.35
Tire Store	1,000 SF GFA	6.02	\$ 9,824.64	\$ 4,232.06	\$ 11,763.08	\$ 8,217.30
Dining						
Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	46.59	\$ 76,034.88	\$ 32,752.77	\$ 91,036.86	\$ 63,595.35
Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	46.84	\$ 76,442.88	\$ 32,928.52	\$ 91,525.36	\$ 63,936.60
High Turnover (Sit-Down) Restaurant	1,000 SF GFA	15.69	\$ 25,606.08	\$ 11,030.07	\$ 30,658.26	\$ 21,416.85
Fine Dining Restaurant	1,000 SF GFA	13.28	\$ 21,672.96	\$ 9,335.84	\$ 25,949.12	\$ 18,127.20
Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	26.56	\$ 43,345.92	\$ 18,671.68	\$ 51,898.24	\$ 36,254.40
Other Retail						
Free-Standing Discount Store	1,000 SF GFA	9.52	\$ 15,536.64	\$ 6,692.56	\$ 18,602.08	\$ 12,994.80
Nursery (Garden Center)	1,000 SF GFA	13.61	\$ 22,211.52	\$ 9,567.83	\$ 26,593.94	\$ 18,577.65
Home Improvement Superstore	1,000 SF GFA	3.33	\$ 5,434.56	\$ 2,340.99	\$ 6,506.82	\$ 4,545.45
Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	11.20	\$ 18,278.40	\$ 7,873.60	\$ 21,884.80	\$ 15,288.00
Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	14.64	\$ 23,892.48	\$ 10,291.92	\$ 28,606.56	\$ 19,983.60
Shopping Center (>150k)	1,000 SF GLA	6.27	\$ 10,232.64	\$ 4,407.81	\$ 12,251.58	\$ 8,558.55
Shopping Plaza (40-150k)	1,000 SF GLA	9.60	\$ 15,667.20	\$ 6,748.80	\$ 18,758.40	\$ 13,104.00
Strip Retail Plaza (<40k)	1,000 SF GLA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
Supermarket	1,000 SF GFA	16.04	\$ 26,177.28	\$ 11,276.12	\$ 31,342.16	\$ 21,894.60
Toy/Children's Superstore	1,000 SF GFA	9.80	\$ 15,993.60	\$ 6,889.40	\$ 19,149.20	\$ 13,377.00
Department Store	1,000 SF GFA	3.84	\$ 6,266.88	\$ 2,699.52	\$ 7,503.36	\$ 5,241.60
SERVICES						
Walk-In Bank	1,000 SF GFA	16.23	\$ 26,487.36	\$ 11,409.69	\$ 31,713.42	\$ 22,153.95
Drive-In Bank	Drive-in Lanes	32.00	\$ 52,224.00	\$ 22,496.00	\$ 62,528.00	\$ 43,680.00
Hair Salon	1,000 SF GLA	2.27	\$ 3,704.64	\$ 1,595.81	\$ 4,435.58	\$ 3,098.55

ORDINANCE

AN ORDINANCE AMENDING ARTICLE III “ROADWAY IMPACT FEES” OF CHAPTER 44 “IMPACT FEES” OF THE CITY OF BURLESON CODE OF ORDINANCES RELATING TO THE ADOPTION OF ROADWAY IMPACT FEES PER SERVICE UNIT, ESTABLISHING EXCEPTIONS, PROCEDURES FOR THE ASSESSMENT, COLLECTION, COMPUTATION, EXPENDITURE, REFUND, AND GENERAL ADMINISTRATION OF ROADWAY IMPACT FEES, PROVIDING FOR THE ESTABLISHMENT OF ACCOUNTS FOR ROADWAY IMPACT FEES; PROVIDING CONSTRUCTION, SEVERABILITY, AND CONFLICT CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 395, Tex. Loc. Gov’t Code (the “Statute”) provides the requirements and procedures for the adoption of Land Use Assumptions, Roadway Impact Fee Capital Improvements Plan, and Roadway Impact Fees; and

WHEREAS, the City retained Kimley-Horn and Associates (“Kimley-Horn”) to prepare a Roadway Impact Fee Study that contains Land Use Assumptions (“LUA”) reflecting a description of five Service Areas and projections of 10-year growth in residential and nonresidential land uses in each Service Area, a Roadway Impact Fee Capital Improvements Plan (“CIP”) to identify Capital Improvements or Roadway Facility expansions for which Roadway Impact Fees may be assessed, and a calculation of the Roadway Impact Fee. The Roadway Impact Fee Study is referenced as **Exhibit A** hereto and incorporated by reference herein; and

WHEREAS, the Capital Improvements Plan Advisory Committee of the City of Burleson (“CIPAC”), created pursuant to Sec. 395.058, Tex. Loc. Gov’t Code, filed its written comments on the proposed Roadway Impact Fees before the fifth (5th) business day before the date of the public hearing on the adoption of the Roadway Impact Fee; and

WHEREAS, the City Council desires to exempt a “change in use” and the Old Town Overlay District from triggering a new impact fee being charged; and

WHEREAS, the City Council desires amend the Roadway Impact Fee ordinance as herein described and finds that it is in the best interest of the citizens of the City of Burleson;

WHEREAS, the City Council finds that in all things the City has complied with said statute in the notice, adoption, promulgation and methodology necessary to adopt Impact fees;

NOW THEREFORE, THE COUNCIL OF THE CITY OF BURLESON HEREBY ORDAINS:

SECTION 1.

Article III, “Roadway Impact Fees” of Chapter 44 of the Code of Ordinances, City of Burleson, Texas is amended to read as follows:

ARTICLE III. - ROADWAY IMPACT FEES

Sec 44-151. Short Title. This Ordinance shall be known and cited as the “Burleson Roadway Impact Fee Regulations”.

Sec. 44-152. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein and are hereby found to be true and correct factual and legislative determinations of the City of Burleson, Texas.

Sec. 44-153. Purpose. This Ordinance is intended to assure the provision of adequate roadway facilities to serve New Development in the City by requiring each development to pay a share of the costs of such Capital Improvements or Roadway Facility expansions necessitated by and attributable to such New Development.

Sec. 44-154. Authority. This Ordinance is adopted pursuant to Texas Local Government Code (TLGC) Chapter 395 and the Burleson City Charter. Chapter 395 supplements this Ordinance to the extent that its provisions may be applicable hereto and, to such extent, its provisions are incorporated herein by reference. The provisions of this Ordinance shall not be construed to limit the power of the City to utilize other methods authorized under State law or pursuant to other City powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this Ordinance. Guidelines may be developed by ordinance, resolution, or otherwise to implement and administer this Ordinance.

Sec. 44-155. Applicability. The provisions of this Ordinance apply to all new development within the corporate boundaries of the City. The provisions of this article apply uniformly within each Roadway Service Area.

Sec 44-156. Incorporation of Land Use Assumptions and Roadway Impact Fee Capital Improvements Plan. The Roadway Impact Fee Capital Improvements Plan and Land Use Assumptions identifying Capital Improvements or Facility Expansions pursuant to which Roadway Impact Fees may be assessed, as considered and adopted by the City Council Resolution No. CSO#5346-12-2023 at the December 11, 2023 public hearing and with the Roadway Impact Fee Study as referenced in **Exhibit A** hereto is incorporated herein by reference for all purposes, including any future amendments thereto.

Sec. 44-157. Definitions. In this Article:

- A. Assessment means the determination of the amount of the Maximum Assessable Roadway Impact Fee per Service Unit which can be imposed on New Development pursuant to this Ordinance.

- B. Capital Improvement means a Roadway Facility with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.
- C. Change of Use means a change in use or occupancy of any existing structure, that would otherwise have the effect of increasing the number of service units beyond those attributable to the immediately preceding use, which may include, but is not limited to, the reconstruction, redevelopment, conversion, or structural alteration, but does not include the enlargement or expansion of any structure.
- D. Calendar Year means from January 1 to December 31 in any year.
- E. City means the City of Burleson, Texas.
- F. Credit means a reduction in the amount of a Roadway Impact Fee(s), payments, or charges for approved construction or provision of the same type of Capital Improvement for which a fee has been assessed for a New Development. This is done by either by a proven decrease in the number of Service Units attributable to such development or a decrease in the amount of Roadway Impact Fees otherwise due, that results from contributions of land, improvements or funds to construct system improvements in accordance with the City's subdivision and development regulations, policies or requirements, as determined by the City.
- G. Final plat approval means authorization by the approval authority of the city that the final map of a proposed subdivision meets all City standards and conditions in accordance with the City's subdivision regulations and the Mayor executes the applicant's plat and that the plat may be recorded in the office of the county clerk of Johnson or Tarrant County. The term applies both to original plats and replats.
- H. Impact Fee, or "Roadway Impact Fee", means a fee, charge, or Assessment for Roadway Facilities imposed on New Development by the City pursuant to this Ordinance in order to generate revenue to fund or recoup all or part of the costs of Capital Improvements or facility expansion necessitated by and attributable to such New Development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction and any other fee that functions as described by this Ordinance or the Statute. The term is inclusive of both the Maximum Assessable Roadway Impact Fee and the Roadway Impact Fee Collection Rate as herein described.
- I. Land Use Assumptions means the description of Service Areas and the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the City, as may be amended from time to time, upon which the Roadway Impact Fee Capital Improvements Plan is based.
- J. Land Use Equivalency Table means a table converting the demands for Capital Improvements generated by various land uses to numbers of Service Units, as may be amended from time to time. The land use equivalency table may be incorporated in a schedule of Impact Fee rates, attached as **Exhibit C** hereto and incorporated by reference herein.

- K. Maximum Assessable Roadway Impact Fee means the Impact Fee that is established for each Service Area computed by calculating the total projected costs of Capital Improvements necessitated by and attributable to New Development associated with the roadway CIP, and then dividing that amount by the total number of Service Units anticipated within the Service Area based upon the land use assumptions. The Maximum Assessable Roadway Impact Fee shall be established and reflected in **Exhibit B, Schedule 1**, attached hereto and incorporated herein. The City may adopt a Roadway Impact Fee Collection Rate that is less than this amount, but in no instance shall the collected Roadway Impact Fee exceed the Maximum Assessed Roadway Impact Fee.
- L. New Development means A project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity, and which requires either the approval and filing with the county in which the property is located of a plat pursuant to the city's subdivision regulations or the issuance of a building permit, and which has not been exempted from these regulations by provisions herein.
- M. Recoupment means the imposition of an Impact Fee to reimburse the City for Capital Improvements which the City has previously oversized to serve New Development.
- N. Roadway Impact Fee Collection Rate means the current amount of Roadway Impact Fee adopted by Burlison City Council to be paid by the property owner, as may from time to time be amended. The adopted Roadway Impact Fee Collection Rate shall be established and reflected in **Exhibit B, Schedule 2**, attached hereto and incorporated herein.
- O. Roadway means any primary and secondary arterial or major collector designated in the City's adopted Mobility Plan, as may be amended from time to time. Roadway also includes any thoroughfare designated as a numbered highway on the official federal or Texas highway system; to the extent that the City incurs Capital Improvement costs for such facility.
- P. Roadway Facility means an improvement or appurtenance to a Roadway which includes, but is not limited to, rights-of-way, whether conveyed by plat, deed or easement; intersection improvements; traffic signals; turn lanes; drainage facilities associated with the Roadway Facility; street lighting or curbs, and water and wastewater improvements affected by the Roadway Facility. Roadway Facility also includes any improvement or appurtenance to an intersection with a Roadway officially enumerated in the federal or Texas highway system, and to any improvements or appurtenances to such federal or Texas highway, to the extent that the City has incurred capital costs for such facilities, including without limitation local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances and rights-of-way. Roadway Facility excludes those improvements or appurtenances to any Roadway which is a Site-related Facility.

- Q. Roadway Facility expansion means the expansion of the capacity of an existing roadway in the City, but does not include the repair, maintenance, modernization, or expansion of an existing roadway to better serve existing development.
- R. Roadway Impact Fee Capital Improvements Plan, or “Capital Improvements Plan” (CIP) means the adopted plan included in Exhibit A, as may be amended from time to time, which identifies the roadway facilities or Roadway Facility expansions and their costs for each roadway Service Area, which are necessitated by and which are attributable to New Development, for a period not to exceed 10 years, which are to be financed in whole or in part through the imposition of Roadway Impact Fees pursuant to this Ordinance.
- S. Service Area means a Roadway Service Area within the City’s corporate boundary, within which Impact Fees for Roadway Capital Improvements or Roadway Facility expansions may be collected for New Development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the Roadway Impact Fee Capital Improvements Plan applicable to the Service Area.
- T. Service Unit means a vehicle mile. A vehicle-mile shall be defined as one (1) vehicle traveling a distance of one (1) mile during the afternoon peak hour as calculated herein.
- U. Site-related Facility means an improvement or facility which is for the primary use or benefit of one or more New Developments and/or which is for the primary purpose of safe and adequate provision of Roadway Facilities to serve the New Development, including access to the development, which is not included in the Roadway Capital Improvements Plan, and for which the developer (s) or property owner(s) is solely responsible under subdivision or other applicable development regulations. Site-related Facility may include a Roadway improvement which is located offsite, within or on the perimeter of the development site.
- V. System Facility means a roadway improvement or facility expansion which is designated in the Roadway Impact Fee Capital Improvements Plan and which is not a Site-related Facility. System Facility may include a roadway improvement which is located offsite, within or on the perimeter of the development site.

Sec. 44-158. Roadway Service Areas. The City hereby establishes four Roadway Service Areas, constituting land within the City’s corporate boundaries, as depicted in **Exhibit A**, referenced hereto and incorporated by reference herein. The boundaries of the Roadway Service Areas may be amended from time to time, or new Roadway Service Areas may be delineated, pursuant to the procedures of this Ordinance.

Sec. 44-159. Roadway Impact Fees Adopted. The City hereby adopts the Maximum Assessable Roadway Impact Fee attached and incorporated as **Exhibit B, Schedule 1**, and the Roadway Impact Fee Collection Rate attached and incorporated as **Exhibit B, Schedule 2**. Each non-exempt New Development shall be assessed the Maximum Assessable Roadway Impact Fee and shall pay the Roadway Impact Fee Collection Rate, minus any applicable Credits, as described herein. Except as herein otherwise provided, the Assessment and collection of a Roadway Impact Fee shall be

additional and supplemental to, and not in substitution of, any other tax, fee, charge or assessment which is lawfully imposed on and due against the property.

Sec. 44-160. Roadway Impact Fee Required. No Final Plat for New Development shall be released for filing with Tarrant or Johnson County without Assessment of an Impact Fee pursuant to this Ordinance; or, if no plat is required, then no building permit shall be issued until such Assessment is made and the Roadway Impact Fee Collection Rate is paid in accordance with the Assessment and collection procedures indicated herein.

Sec. 44-161. Assessment of Impact Fees. Assessment of the Impact Fee for any New Development shall be made as follows:

- A. Assessment of the roadway impact fee per service unit shall be the amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in **Exhibit B, Schedule 1.**
- B. For land which is not required to be platted at the time of application for a building permit pursuant to the City's subdivision regulations prior to development, Assessment of Roadway Impact Fees shall occur at the time application is made for the building permit, and shall be the amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in **Exhibit B, Schedule 1** then in effect.
- C. For New Development which is submitted for approval pursuant to the City's subdivision regulations or which is proposed for replatting on or after the effective date of this Ordinance, Assessment of Impact Fees shall be at the time of final plat or replat approval, and shall be the amount of the Maximum Assessable Roadway Impact Fee per Service Unit as set forth in **Exhibit B, Schedule 1** then in effect.
- D. Following Assessment of the Impact Fee pursuant to this Section, the amount of the Impact Fee Assessment per Service Unit for that development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or other development application that results in approval of additional Service Units, in which case a new Assessment shall occur at the **Exhibit B, Schedule 1** rate then in effect for such additional Service Unit.
- E. The City Manager or his or her designee shall compute the Roadway Impact Fees for New Development by first determining whether the New Development is eligible for Credits calculated in accordance with this Ordinance, which would further reduce Impact Fees otherwise due in whole or in part. The total amount of Impact Fees for the New Development shall be attached to the development application as a condition of approval.
- F. Approval of an amending plat pursuant to Tex. Loc. Gov't Code, Section 212.016 and the City's subdivision regulations is not subject to reassessment for an Impact Fee.

Sec. 44-162. Exemptions to Impact Fees. The following are exempt from the applicability of this Ordinance:

- A. Pursuant to Tex. Loc. Gov't Code Section 395.022, as amended, a public school district is not required to pay Roadway Impact Fees imposed under this Ordinance unless the board of trustees of the district consents to the payment of the fees by entering a contract with the City imposing the fees.
- B. A change in use, as defined in Section 44-157, is exempt from the payment of impact fees.

Sec. 44-163. Collection of Impact Fees. Roadway Impact Fees shall be collected in the following manner; however, the City has the ability to require construction greater than the Roadway Impact Fee Collection Rate for amounts up to the Maximum Assessable Roadway Impact Fee:

- A. The Roadway Impact Fee Collection Rate shall be paid at the time the City issues a building permit for a New Development. For New Development which does not require a building permit or filing of a plat, the Roadway Impact Fee Collection Rate shall be paid prior to the issuance of a Certificate of Occupancy shall be based on the current plat date.
- B. For properties requiring a plat, the Roadway Impact Fee Collection Rate to be paid and collected per Service Unit for New Development shall be the amount listed in **Exhibit B, Schedule 2** in effect at the time of final plat approval.
- C. For properties that do not require the filing of a plat, the Roadway Impact Fee Collection Rate shall be paid and collected per Service Unit for New Development in the amount listed in **Exhibit B, Schedule 2** in effect at the time that the building permit application is filed and shall be based on the current plat date.
- D. If the building permit for which an Impact Fee has been paid has expired, and a new application is thereafter filed, the Roadway Impact Fee Collection Rate shall be computed using **Exhibit B, Schedule 2** in effect at the time of the new application, with Credits for previous payment of Impact Fees being applied against the new Impact Fees due.
- E. Whenever the property owner proposes to increase the number of Service Units for a development, the additional Impact Fees collected for such new Service Units shall be determined by using **Exhibit B, Schedule 2** in effect at the time of the request, and such additional fee shall be collected at the times prescribed by this section.
- F. Where an application for a building permit is for a “shell” or speculative building on a parcel zoned “GR”, General Retail or “C”, Commercial, the amount of the roadway impact fee will be calculated assuming the entire building will be used as a “Strip Retail Plaza” as shown on **Exhibit C, Land Use Equivalency Table**. Where a subsequent application for a building permit is made for the finish-out of

the shell building, or portion thereof, for the ultimate use, an additional roadway impact fee shall be charged and paid if the ultimate use is different from a “Strip Retail Plaza.”

- G. The City may vary the rates of collection or amount of Roadway Impact Fees per Service Unit among or within Service Areas in order to reasonably further goals and policies affecting the adequacy of roadway facilities serving New Development, or other regulatory purposes affecting the type, quality, intensity, economic development potential or development timing of land uses within such Service Areas.
- H. The Maximum Assessable Roadway Impact Fee per Service Unit for Roadway Facilities, as may be amended from time to time, hereby is declared to be an approximate and appropriate measure of the impacts generated by a new unit of development on the City's Roadway System. To the extent that the Roadway Impact Fee Collection Rate charged against a New Development, as may be amended from time to time, is less than the Maximum Assessable Roadway Impact Fee per Service Unit assessed, such difference hereby is declared to be founded on policies unrelated to measurement of the impacts of the New Development on the City's roadway system. The Maximum Assessable Roadway Impact Fee may be used in evaluating any claim by a property owner that the dedication or construction of a Capital Improvement within a Service Area imposed as a condition of development approval pursuant to the City's subdivision or development regulations is disproportionate to the impacts created by the development on the City's Roadway System.

Sec. 44-164. Credits against Impact Fees. The City may credit the contribution of land, improvements or funding for construction of any System Facility that is required or agreed to by the City, pursuant to rules established in this section or pursuant to administrative guidelines promulgated by the City with the following limitations:

- A. The Credit shall be associated with the plat or other detailed plan of development for the property that is to be served by the Roadway Facility.
- B. Master Planned Community projects, including subdivisions containing multiple phases, and whether approved before or after the effective date of these Impact Fee regulations, may apply for Credits against Roadway Impact Fees for the entire project based upon contributions of land, improvements or funds toward construction of system facilities. Credits shall be determined by comparing costs of Roadway Capital Improvements supplied by the project with the costs of Roadway Capital Improvements to be utilized by development within the project, utilizing a methodology approved by the City. The Credit determination shall be incorporated within an agreement for Credits, in accordance with this Ordinance. The Roadway requirements of an agreement for Credits shall not be less than what is required by the Burlison Development Code.

- C. The City's current policies and regulations shall apply to determine a New Development's obligations to construct adjacent System Facilities. The obligation to construct, however, shall not exceed the Maximum Assessable Roadway Impact Fee assessed against the New Development under **Exhibit B, Schedule 1**. Construction required under such policies and regulations shall be a Credit against the amount of Impact Fees otherwise due. If the costs of constructing a System Facility in accordance with the current City policies and regulations are greater than the amount of the Roadway Impact Fee Collection Rate due, the amount of the Credit due shall be deemed to be 100% of the assessed Impact Fees and no Impact Fee shall be collected thereafter for the development, unless the number of Service Units is subsequently increased.
- D. All Credits against Roadway Impact Fees shall be based upon standards promulgated by the City, which may be adopted as administrative guidelines, including the following standards:
- (1) No Credit shall be given for the dedication or construction of Site-related Facilities.
 - (2) No Credit shall be given for a Roadway Facility which is not identified within the Roadway Impact Fee Capital Improvements Plan, unless the facility is on or qualifies for inclusion on the Mobility Plan and the City agrees that such improvement supplies capacity to New Developments other than the development paying the Roadway Impact Fee and provisions for Credits are incorporated in an agreement for Credits pursuant to this Ordinance.
 - (3) In no event will the City grant a Credit when no Roadway Impact Fees can be collected pursuant to this Ordinance or for any amount exceeding the Roadway Impact Fee Collection Rate due for the development, unless expressly agreed to by the City in writing.
 - (4) The City may participate in the costs of a System Facility to be dedicated to the City, , including costs that exceed the amount of the Maximum Assessable Impact Fees for the development, in accordance with policies and rules established by the City. The amount of any Credit for construction of a System Facility shall be reduced by the amount of any participation funds received from the City.
 - (5) Where funds for Roadway Facilities have been escrowed under an agreement that was executed with the City prior to the effective date of this Ordinance, the following rules apply:
 - (a) Funds expended under the agreement for Roadway Facilities shall first be credited against the amount of Roadway Impact Fees that would have been due under **Exhibit B, Schedule 2** for those units

of development for which building permits already have been issued;

- (b) Any remaining funds shall be credited against Impact Fees due for the development under **Exhibit B, Schedule 2** at the time building permits are issued.

- E. Credits for construction of Capital Improvements shall be deemed created when the Capital Improvements are completed and the City has accepted the facility, or in the case of Capital Improvements constructed and accepted prior to the Effective Date of this Ordinance, on such effective date. Credits created after the Effective Date of this Ordinance shall expire ten (10) years from the date the Credit was created. Credits arising prior to such Effective Date shall expire ten (10) years from such effective date. Upon application by the property owner, the City may agree to extend the expiration date for the Credit on mutually agreeable terms.

- F. Unless an agreement for Credits, as described herein, is executed providing for a different manner of applying Credits against Roadway Impact Fees due, a Credit associated with a plat shall be applied at the time of application for the first building permit and, at each building permit application thereafter, to reduce Impact Fees due until the Credit is exhausted.

- G. An owner of a New Development who has constructed or financed a Roadway Capital Improvement or Roadway Facility expansion designated in the Roadway Impact Fee Capital Improvements Plans, or other Roadway Capital Improvement that supplies excess capacity, as required or authorized by the City, shall enter into an agreement with the City to provide for Credits against Roadway Impact Fees due for the development in accordance with this paragraph. The agreement shall identify the basis for and the method for computing and the amount of the Credit due and any reduction in Credits attributable to consumption of road capacity by developed lots or tracts served by the Roadway Capital Improvements. For multi-phased projects, the City may require that total Credits be proportionally allocated among the phases. If authorized by the City, the agreement also may provide for allocation of Credits among New Developments within the project, and provisions for the timing and collection of Impact Fees.

Sec. 44-165. Use of Proceeds of Impact Fee Accounts. The Roadway Impact Fees collected for each Service Area pursuant to these regulations may be used to finance or to recoup the costs of any roadway improvements or facility expansions identified in the Roadway Impact Fee Capital Improvements Plan for the Service Area, including but not limited to the construction contract price, surveying and engineering fees, and land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees). Roadway Impact Fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance such roadway improvements or facility expansions. Roadway Impact Fees may also be used to

pay fees actually contracted to be paid to an independent qualified engineer or financial consultant for preparation of or updating the Roadway Impact Fee Capital Improvements Plan. The Capital Improvements Advisory Committee shall recommend a Roadway Impact Fee Funding Plan identifying the projects to be funded with Roadway Impact Fees. City Council shall have final approval of the funding plan. Impact Fees collected may not be used to pay for the expenses prohibited by Statute.

Sec. 44-166. Establishment of Accounts. The City's Finance Department shall establish an account to which interest is allocated for each Service Area for which a Roadway Impact Fee is imposed pursuant to this Ordinance. Each Impact Fee collected within the Service Area shall be deposited in such account with the following regulations:

- A. Interest earned on the account into which the Impact Fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in this Ordinance and the Statute.
- B. The City's Finance Department shall establish adequate financial and accounting controls to ensure that Roadway Impact Fees disbursed from the account are utilized solely for the purposes authorized in this Ordinance and the Statute. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Ordinance; provided, however, that any Roadway Impact Fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.
- C. The City's Finance Department shall maintain and keep financial records for Roadway Impact Fees, which shall show the source and disbursement of all fees collected in or expended from each Service Area. The records of the account into which Impact Fees are deposited shall be open for public inspection and copying during ordinary business hours. The City may establish a fee for copying services.

Sec. 44-167. Impact Fee as Additional and Supplemental Regulation. Roadway Impact Fees established by these regulations are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land or the issuance of building permits or certificates of occupancy. Such Impact Fees are intended to be consistent with and to further the policies of the Imagine Burleson Comprehensive Plan, the Capital Improvements Plan, the zoning ordinances, subdivision regulations and other City policies, ordinances and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land. This Ordinance shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations and policies of the City, which shall be

operative and remain in full force and effect without limitation with respect to all such development.

Sec. 44-168. Updates to Plans and Revision of Fees. The City shall update its Land Use Assumptions and Capital Improvements Plan and make any revision of fees as indicated below:

- A. The City shall update its Land Use Assumptions and Roadway Impact Fee Capital Improvements Plans and shall recalculate the Roadway Impact Fees based thereon in accordance with the procedures set forth in Texas Local Gov't Code, Ch. 395, or in any successor statute. Newly Annexed Territories: Upon annexation, a newly annexed area shall be immediately added into the nearest, adjacent Roadway Service Area so long as in doing so the Roadway Service Area still complies with the distance requirements in Chapter 395 of the Texas Local Government Code. The collection rate shall be assessed at the rate of the existing Roadway Service Area and may be adjusted upon a future study update. In the event that said addition to the nearest, adjacent Roadway Service Area brings that Roadway Service Area out of compliance with the distance requirements in Chapter 395 of the Texas Local Government Code, a new impact fee study shall be commenced as soon as possible, and upon adoption of an updated study, the Roadway Service Areas shall be adjusted to incorporate the newly annexed area. However, this does not preclude the City from reviewing its Land Use Assumptions, Roadway Impact Fee Capital Improvements Plans, Roadway Impact Fees, and other factors such as market conditions more frequently than provided for herein to determine whether the Land Use Assumptions and Roadway Capital Improvements Plans should be updated and the Roadway Impact Fees recalculated accordingly, utilizing statutory update procedures.
- B. Exhibit B, Schedule 2 may be amended without revising the Land Use Assumptions and Roadway Capital Improvements Plans at any time prior to the update provided for in this Section, provided that the Roadway Impact Fee Collection Rate to be collected under **Exhibit B, Schedule 2** do not exceed the Maximum Assessable Roadway Impact Fees assessed under **Exhibit B, Schedule 1**.
- C. If, at the time an update is required as indicated herein and the City Council determines that no change to the Land Use Assumptions, Roadway Impact Fee Capital Improvements Plan or Roadway Impact Fees are needed, it may dispense with such update by following the procedures in Texas Local Gov't Code, Section 395.0575 or its successor statute.
- D. The City may amend any other provisions of this Ordinance in accordance with procedures for ordinance amendments contained in the City's Charter or State law.

Sec. 44-169. Refunds

- A. Upon application, any Roadway Impact Fee or portion thereof collected pursuant to this Ordinance, which has not been expended within the Service Area within ten (10) years from the date of payment, shall be refunded to the record owner of the property for which the Impact Fee was paid or, if the Impact Fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Sec. 302.002, Tex. Fin. Code, or its successor statute. The application for refund pursuant to this section shall be submitted within sixty (60) days after the expiration of the ten-year period for expenditure of the Impact Fee. An Impact Fee shall be considered expended on a first-in, first out basis.
- B. An Impact Fee collected pursuant to this Ordinance shall also be considered expended if the total expenditures for Capital Improvements or Roadway Facility expansions authorized within the Service Area within ten (10) years following the date of payment exceeds the total fees collected within the Service Area for such improvements or expansions during such period.
- C. If a refund is due pursuant to Subsections A or B, the City shall divide the difference between the amount of expenditures and the amount of the Impact Fees collected by the total number of Service Units assumed within the Service Area for the period to determine the refund due per Service Unit. The refund to the record owner shall be calculated by multiplying the refund due per Service Unit by the number of Service Units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

Sec 44-170. Rebates. If the building permit for a New Development for which a Roadway Impact Fee has been paid has expired, and a modified or new application has not been filed within six (6) months of such expiration, the City shall, upon written application, rebate the amount of the Impact Fee to the record owner of the property for which the Impact Fee was paid. If no application for rebate pursuant to this subsection has been filed within this period, no rebate shall become due.

Sec. 44-171. Appeals. The property owner or applicant for New Development may appeal the applicability or amount of the Roadway Impact Fee or the availability or amount of Credits or Refunds to the City Council using the following procedure:

- A. The burden of proof shall be on the applicant to demonstrate that relief should be granted by the City.
- B. The applicant must file a written notice of appeal with the City Manager or his/her designee within thirty (30) days following the decision being appealed. Along with the notice of appeal, an applicant may request an alternative Service Unit computation for land uses not contained with the latest edition of the ITE Trip Generation Manual by submitting a trip generation study demonstrating the appropriateness of the trip generation rates for the proposed development. An applicant may also include an alternative Service Unit calculation.

- C. The City Manager or his/her designee (“Manager”) may (1) resolve the appeal, if the applicant agrees with the Manager’s decision, or (2) if the applicant does not agree, refer the matter to the Capital Improvements Advisory Committee to make a decision, along with the Manager’s recommendation and any trip generation study provided, if any.
- D. If City Council review is requested by the applicant after receiving the Manager’s and/or Capital Improvements Advisory Committee decision, the City Secretary shall schedule a public hearing at which the applicant may present testimony and evidence before the City Council. The City Council shall act on the appeal within 60 days of receipt of the notice of appeal by the City, unless otherwise agreed by the Applicant.
- E. If the notice of appeal is accompanied by a payment or other security satisfactory to the City Attorney in an amount equal to the original determination of the Roadway Impact Fee due, the City shall process and may issue a building permit if other requirements are met while the appeal is pending.
- F. If the City Council allows for a different amount of the Roadway Impact Fee due for a New Development under this section to be paid, it may cause to be appropriated from other City funds the amount of the reduction in the Impact Fee to the account for the Service Area in which the property is located.

SECTION 2

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 3

If any sentence, section, subsection, clause, phrase, part or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4

The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes, which are hereby found and declared to be in furtherance of the public health, safety, and welfare. Any member of the Council or any City official or employee charged with the enforcement of this ordinance, acting for the City in the discharge of his or her duties, shall not thereby render himself or herself personally liable; and is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

SECTION 5

Any violation of this ordinance can be enjoined by a suit filed in the name of the City in a court of competent jurisdiction.

SECTION 6

If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portions of the Ordinance which shall continue to have full force and effect.

SECTION 7

This Ordinance shall take effect immediately upon passage and approval, as provided by law.

AND IT IS SO ORDAINED.

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

First Reading: the _____ day of _____, 20_____.

Final Reading: the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

(ROADWAY IMPACT FEE STUDY DATED MAY 2023)

The Roadway Impact Fee Study is on file in the City Secretary's Offices. Due to size, it is not attached to the Ordinance but is referenced and incorporated herein as if attached.

EXHIBIT B

SCHEDULE 1

MAXIMUM ASSESSABLE ROADWAY IMPACT FEE PER SERVICE UNIT

<u>Exhibit B - Schedule 1</u>		
Service Areas	Maximum Assessable Roadway Impact Fee Per Service Unit	
	Before 1/1/2024	On or after 1/1/2024
Service Area A	\$ 771	\$ 1,632
Service Area B	\$ 657	\$ 703
Service Area C	\$ 1,152	\$ 1,954
Service Area D	\$ 976	\$ 1,365

Note: Fee amounts shown in this schedule do not represent the final collected fee amount

SCHEDULE 2

ROADWAY IMPACT FEE COLLECTION RATE PER SERVICE UNIT

<u>Exhibit B - Schedule 2</u>						
Assessment Date	Properties Platted before 1/1/2024			Properties Platted on or after 1/1/2024		
	Land Use Type			Land Use Type		
Service Areas	Residential	Non-Residential	Industrial	Residential	Non-Residential	Industrial
A	\$408.16	\$300.00	\$200.00	\$1,632.00	\$1,632.00	\$1,632.00
B	\$408.16	\$300.00	\$200.00	\$703.00	\$703.00	\$703.00
C*	\$408.16	\$300.00	\$200.00	\$1,954.00	\$1,954.00	\$1,954.00
D	\$408.16	\$300.00	\$0.00	\$1,365.00	\$1,365.00	\$0.00

Exceptions:

*New Development located within Service Area C and within the Old Town Overlay District shall be exempt from the requirement of roadway impact fees.

EXHIBIT C

(LAND USE EQUIVALENCY TABLE – PROPERTIES PLATTED BEFORE 1/1/2024)

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NHTS Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.97			0.97	14.65	50%	7.33	6.00	5.82
Warehousing	150	1,000 SF GFA	0.32			0.32	14.65	50%	7.33	6.00	1.92
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	1.00			1.00	9.79	50%	4.90	4.90	4.90
Apartment/Multi-family	220	Dwelling Unit	0.62			0.62	9.79	50%	4.90	4.90	3.04
Residential Condominium/Townhome	230	Dwelling Unit	0.52			0.52	9.79	50%	4.90	4.90	2.55
Senior Adult Housing-Detached	251	Dwelling Unit	0.27			0.27	9.79	50%	4.90	4.90	1.32
Senior Adult Housing-Attached	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.90	1.23
Assisted Living	254	Beds	0.22			0.22	9.79	50%	4.90	4.90	1.08
LODGING											
Hotel	310	Room	0.60			0.60	6.43	50%	3.22	3.22	1.93
RECREATIONAL											
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.30			0.30	7.86	50%	3.93	3.93	1.18
Recreational Community Center	495	1,000 SF GFA	2.74			2.74	7.86	50%	3.93	3.93	10.77
Ice Skating Rink	465	1,000 SF GFA	2.36			2.36	7.86	50%	3.93	3.93	9.27
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Multiplex Movie Theater	445	Screens	13.64			13.64	7.86	50%	3.93	3.93	53.61
Racquet / Tennis Club	491	Court	3.35			3.35	7.86	50%	3.93	3.93	13.17
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.55			0.55	8.31	50%	4.16	4.16	2.29
Day Care Center	565	1,000 SF GFA	12.34	44%	B	6.91	3.49	50%	1.75	1.75	12.09
Primary/Middle School (1-8)	522	Students	0.16			0.16	3.49	50%	1.75	1.75	0.28
High School	530	Students	0.13			0.13	3.49	50%	1.75	1.75	0.23
Junior / Community College	540	Students	0.12			0.12	10.44	50%	5.22	5.22	0.63
University / College	550	Students	0.17			0.17	10.44	50%	5.22	5.22	0.89
MEDICAL											
Clinic	630	1,000 SF GFA	5.18			5.18	9.85	50%	4.93	4.93	25.54
Hospital	610	1,000 SF GFA	0.93			0.93	9.85	50%	4.93	4.93	4.58
Nursing Home	620	Beds	0.22			0.22	9.85	50%	4.93	4.93	1.08
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	4.72	30%	B	3.30	9.85	50%	4.93	4.93	16.27
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.41			1.41	14.65	50%	7.33	6.00	8.46
General Office Building	710	1,000 SF GFA	1.49			1.49	14.65	50%	7.33	6.00	8.94
Medical-Dental Office Building	720	1,000 SF GFA	3.57			3.57	9.85	50%	4.93	4.93	17.60
Single Tenant Office Building	715	1,000 SF GFA	1.74			1.74	14.65	50%	7.33	6.00	10.44
Office Park	750	1,000 SF GFA	1.48			1.48	14.65	50%	7.33	6.00	8.88
COMMERCIAL											
AUTOMOBILE RELATED											
Automobile Care Center	942	1,000 SF Occ. GLA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.17
Automobile Parts Sales	843	1,000 SF GFA	5.98	43%	A	3.41	4.45	50%	2.23	2.23	7.60
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	13.51	56%	B	5.94	1.20	50%	0.60	0.60	3.56
New Car Sales	841	1,000 SF GFA	2.62	20%	B	2.10	4.45	50%	2.23	2.23	4.68
Quick Lubrication Vehicle Shop	941	Servicing Positions	5.19	40%	B	3.11	4.45	50%	2.23	2.23	6.94
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	4.15	28%	A	2.99	4.45	50%	2.23	2.23	6.67
DINING											
Fast Food Restaurant	933	1,000 SF GFA	26.15	50%	B	13.08	5.64	50%	2.82	2.82	36.89
Sit-Down Restaurant	932	1,000 SF GFA	9.85	43%	A	5.61	6.07	50%	3.04	3.04	17.05
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	42.80	70%	A	12.84	4.53	50%	2.27	2.27	29.15
OTHER RETAIL											
Free-Standing Discount Store	815	1,000 SF GFA	4.98	30%	C	3.49	5.60	50%	2.80	2.80	9.77
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.33	48%	A	1.21	5.60	50%	2.80	2.80	3.39
Pharmacy/Drugstore	881	1,000 SF GFA	9.91	49%	A	5.05	5.60	50%	2.80	2.80	14.14
Shopping Center	820	1,000 SF GLA	3.71	34%	A	2.45	5.60	50%	2.80	2.80	6.86
Supermarket	850	1,000 SF GFA	9.48	36%	A	6.07	5.60	50%	2.80	2.80	17.00
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.23
Drive-In Bank	912	Drive-in Lanes	33.24	47%	A	17.62	4.45	50%	2.23	2.23	39.29
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	4.45	50%	2.23	2.23	2.27

**(LAND USE EQUIVALENCY TABLE
PROPERTIES PLATTED ON OR AFTER 1/1/2024)**

Land Use Category	ITE Land Use Code	Development Unit	Trip Gen Rate (PM)	Pass-by Rate	Pass-by Source	Trip Rate	NHTS Trip Length (mi)	Adj. For O-D	Adj. Trip Length (mi)	Max Trip Length (mi)	Veh-Mi Per Dev-Unit
PORT AND TERMINAL											
Intermodal Truck Terminal	030	1,000 SF GFA	1.87			1.87	14.65	50%	7.32	6.00	11.22
INDUSTRIAL											
General Light Industrial	110	1,000 SF GFA	0.65			0.65	14.65	50%	7.33	6.00	3.90
Industrial Park	130	1,000 SF GFA	0.34			0.34	14.65	50%	7.33	6.00	2.04
Warehousing	150	1,000 SF GFA	0.18			0.18	14.65	50%	7.33	6.00	1.08
Mini-Warehouse	151	1,000 SF GFA	0.15			0.15	14.65	50%	7.33	6.00	0.90
RESIDENTIAL											
Single-Family Detached Housing	210	Dwelling Unit	0.94			0.94	9.79	50%	4.90	4.90	4.61
Apartment/Multi-family	220	Dwelling Unit	0.51			0.51	9.79	50%	4.90	4.90	2.50
Residential Condominium/Townhome	230	Dwelling Unit	0.36			0.36	9.79	50%	4.90	4.90	1.76
Senior Adult Housing-Single-Family	251	Dwelling Unit	0.30			0.30	9.79	50%	4.90	4.90	1.47
Senior Adult Housing-Multifamily	252	Dwelling Unit	0.25			0.25	9.79	50%	4.90	4.90	1.23
Assisted Living	254	Bed	0.24			0.24	9.79	50%	4.90	4.90	1.18
LODGING											
Hotel	310	Room	0.59			0.59	6.43	50%	3.22	3.22	1.90
Motel / Other Lodging Facilities	320	Room	0.36			0.36	6.43	50%	3.22	3.22	1.16
RECREATIONAL											
Golf Driving Range	432	Tee	1.25			1.25	7.86	50%	3.93	3.93	4.91
Golf Course	430	Acre	0.28			0.28	7.86	50%	3.93	3.93	1.10
Recreational Community Center	495	1,000 SF GFA	2.50			2.50	7.86	50%	3.93	3.93	9.83
Ice Skating Rink	465	1,000 SF GFA	1.33			1.33	7.86	50%	3.93	3.93	5.23
Miniature Golf Course	431	Hole	0.33			0.33	7.86	50%	3.93	3.93	1.30
Movie Theater	445	Screen	13.96			13.96	7.86	50%	3.93	3.93	54.86
Racquet / Tennis Club	491	Court	3.82			3.82	7.86	50%	3.93	3.93	15.01
INSTITUTIONAL											
Church	560	1,000 SF GFA	0.49			0.49	8.31	50%	4.16	4.16	2.04
Day Care Center	565	1,000 SF GFA	11.12	44%	B	6.23	3.49	50%	1.75	1.75	10.90
Elementary School	520	Students	0.16			0.16	3.49	50%	1.75	1.75	0.28
Middle School/Junior High School	522	Students	0.15			0.15	3.49	50%	1.75	1.75	0.26
High School	525	Students	0.14			0.14	3.49	50%	1.75	1.75	0.25
Junior / Community College	540	Students	0.11			0.11	10.44	50%	5.22	5.22	0.57
University / College	550	Students	0.15			0.15	10.44	50%	5.22	5.22	0.78
MEDICAL											
Clinic	630	1,000 SF GFA	3.69			3.69	9.85	50%	4.93	4.93	18.19
Hospital	610	1,000 SF GFA	0.86			0.86	9.85	50%	4.93	4.93	4.24
Nursing Home	620	Bed	0.14			0.14	9.85	50%	4.93	4.93	0.69
Animal Hospital/Veterinary Clinic	640	1,000 SF GFA	3.53	30%	B	2.47	9.85	50%	4.93	4.93	12.18
OFFICE											
Corporate Headquarters Building	714	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	6.00	7.80
General Office Building	710	1,000 SF GFA	1.44			1.44	14.65	50%	7.33	6.00	8.64
Medical-Dental Office Building	720	1,000 SF GFA	3.93			3.93	9.85	50%	4.93	4.93	19.37
Single Tenant Office Building	715	1,000 SF GFA	1.76			1.76	14.65	50%	7.33	6.00	10.56
Office Park	750	1,000 SF GFA	1.30			1.30	14.65	50%	7.33	6.00	7.80
COMMERCIAL											
Automobile Related											
Automobile Care Center	942	1,000 SF Occ. GLA	3.11	40%	B	1.87	4.45	50%	2.23	2.23	4.17
Automobile Parts Sales	843	1,000 SF GFA	4.90	43%	A	2.79	4.45	50%	2.23	2.23	6.22
Gasoline/Service Station	944	Vehicle Fueling Position	13.91	42%	A	8.07	1.20	50%	0.60	0.60	4.84
Gasoline/Service Station w/ Conv Market	945	Vehicle Fueling Position	18.42	75%	B	4.61	1.20	50%	0.60	0.60	2.77
Automobile Sales (New)	840	1,000 SF GFA	2.42	20%	B	1.94	4.45	50%	2.23	2.23	4.33
Quick Lubrication Vehicle Shop	941	Servicing Positions	4.85	40%	B	2.91	4.45	50%	2.23	2.23	6.49
Self-Service Car Wash	947	Stall	5.54	40%	B	3.32	1.20	50%	0.60	0.60	1.99
Tire Store	848	1,000 SF GFA	3.75	28%	A	2.70	4.45	50%	2.23	2.23	6.02
Dining											
Fast Food Restaurant with Drive-Thru Window	934	1,000 SF GFA	33.03	50%	A	16.52	5.64	50%	2.82	2.82	46.59
Fast Food Restaurant without Drive-Thru Window	933	1,000 SF GFA	33.21	50%	B	16.61	5.64	50%	2.82	2.82	46.84
High Turnover (Sit-Down) Restaurant	932	1,000 SF GFA	9.05	43%	A	5.16	6.07	50%	3.04	3.04	15.69
Fine Dining Restaurant	931	1,000 SF GFA	7.80	44%	A	4.37	6.07	50%	3.04	3.04	13.28
Coffee/Donut Shop with Drive-Thru Window	937	1,000 SF GFA	38.99	70%	A	11.70	4.53	50%	2.27	2.27	26.56
Other Retail											
Free-Standing Discount Store	815	1,000 SF GFA	4.86	30%	C	3.40	5.60	50%	2.80	2.80	9.52
Nursery (Garden Center)	817	1,000 SF GFA	6.94	30%	B	4.86	5.60	50%	2.80	2.80	13.61
Home Improvement Superstore	862	1,000 SF GFA	2.29	48%	A	1.19	5.60	50%	2.80	2.80	3.33
Pharmacy/Drugstore w/o Drive-Thru Window	880	1,000 SF GFA	8.51	53%	A	4.00	5.60	50%	2.80	2.80	11.20
Pharmacy/Drugstore w/ Drive-Thru Window	881	1,000 SF GFA	10.25	49%	A	5.23	5.60	50%	2.80	2.80	14.64
Shopping Center (>150k)	820	1,000 SF GLA	3.40	34%	A	2.24	5.60	50%	2.80	2.80	6.27
Shopping Plaza (40-150k)	821	1,000 SF GLA	5.19	34%	A	3.43	5.60	50%	2.80	2.80	9.60
Strip Retail Plaza (<40k)	822	1,000 SF GLA	6.59	34%	A	4.35	5.60	50%	2.80	2.80	12.18
Supermarket	850	1,000 SF GFA	8.95	36%	A	5.73	5.60	50%	2.80	2.80	16.04
Toy/Children's Superstore	864	1,000 SF GFA	5.00	30%	B	3.50	5.60	50%	2.80	2.80	9.80
Department Store	875	1,000 SF GFA	1.95	30%	B	1.37	5.60	50%	2.80	2.80	3.84
SERVICES											
Walk-In Bank	911	1,000 SF GFA	12.13	40%	B	7.28	4.45	50%	2.23	2.23	16.23
Drive-In Bank	912	Drive-in Lanes	27.07	47%	A	14.35	4.45	50%	2.23	2.23	32.00
Hair Salon	918	1,000 SF GLA	1.45	30%	B	1.02	4.45	50%	2.23	2.23	2.27

EXHIBIT C
(ROADWAY IMPACT FEE PER DEVELOPMENT UNIT PER SERVICE AREA -
PROPERTIES PLATTED BEFORE 1/1/2024)

Land Use Category	Development Unit	Veh-Mi Per Dev-Unit	Service Area A	Service Area B	Service Area C	Service Area D
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	5.82	\$ 1,164.00	\$ 1,164.00	\$ 1,164.00	\$ -
Warehousing	1,000 SF GFA	1.92	\$ 384.00	\$ 384.00	\$ 384.00	\$ -
RESIDENTIAL						
Single-Family Detached Housing	Dwelling Unit	4.90	\$ 1,999.98	\$ 1,999.98	\$ 1,999.98	\$ 1,999.98
Apartment/Multi-family	Dwelling Unit	3.04	\$ 1,240.81	\$ 1,240.81	\$ 1,240.81	\$ 1,240.81
Residential Condominium/Townhome	Dwelling Unit	2.55	\$ 1,040.81	\$ 1,040.81	\$ 1,040.81	\$ 1,040.81
Senior Adult Housing-Detached	Dwelling Unit	1.32	\$ 538.77	\$ 538.77	\$ 538.77	\$ 538.77
Senior Adult Housing-Attached	Dwelling Unit	1.23	\$ 502.04	\$ 502.04	\$ 502.04	\$ 502.04
Assisted Living	Beds	1.08	\$ 440.81	\$ 440.81	\$ 440.81	\$ 440.81
LODGING						
Hotel	Room	1.93	\$ 579.00	\$ 579.00	\$ 579.00	\$ 579.00
RECREATIONAL						
Golf Driving Range	Tee	4.91	\$ 1,473.00	\$ 1,473.00	\$ 1,473.00	\$ 1,473.00
Golf Course	Acre	1.18	\$ 354.00	\$ 354.00	\$ 354.00	\$ 354.00
Recreational Community Center	1,000 SF GFA	10.77	\$ 3,231.00	\$ 3,231.00	\$ 3,231.00	\$ 3,231.00
Ice Skating Rink	1,000 SF GFA	9.27	\$ 2,781.00	\$ 2,781.00	\$ 2,781.00	\$ 2,781.00
Miniature Golf Course	Hole	1.30	\$ 390.00	\$ 390.00	\$ 390.00	\$ 390.00
Multiplex Movie Theater	Screens	53.61	\$ 16,083.00	\$ 16,083.00	\$ 16,083.00	\$ 16,083.00
Racquet / Tennis Club	Court	13.17	\$ 3,951.00	\$ 3,951.00	\$ 3,951.00	\$ 3,951.00
INSTITUTIONAL						
Church	1,000 SF GFA	2.29	\$ 687.00	\$ 687.00	\$ 687.00	\$ 687.00
Day Care Center	1,000 SF GFA	12.09	\$ 3,627.00	\$ 3,627.00	\$ 3,627.00	\$ 3,627.00
Primary/Middle School (1-8)	Students	0.28	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00
High School	Students	0.23	\$ 69.00	\$ 69.00	\$ 69.00	\$ 69.00
Junior / Community College	Students	0.63	\$ 189.00	\$ 189.00	\$ 189.00	\$ 189.00
University / College	Students	0.89	\$ 267.00	\$ 267.00	\$ 267.00	\$ 267.00
MEDICAL						
Clinic	1,000 SF GFA	25.54	\$ 7,662.00	\$ 7,662.00	\$ 7,662.00	\$ 7,662.00
Hospital	1,000 SF GFA	4.58	\$ 1,374.00	\$ 1,374.00	\$ 1,374.00	\$ 1,374.00
Nursing Home	Beds	1.08	\$ 324.00	\$ 324.00	\$ 324.00	\$ 324.00
Animal Hospital/Veterinary Clinic	1,000 SF GFA	16.27	\$ 4,881.00	\$ 4,881.00	\$ 4,881.00	\$ 4,881.00
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	8.46	\$ 2,538.00	\$ 2,538.00	\$ 2,538.00	\$ 2,538.00
General Office Building	1,000 SF GFA	8.94	\$ 2,682.00	\$ 2,682.00	\$ 2,682.00	\$ 2,682.00
Medical-Dental Office Building	1,000 SF GFA	17.60	\$ 5,280.00	\$ 5,280.00	\$ 5,280.00	\$ 5,280.00
Single Tenant Office Building	1,000 SF GFA	10.44	\$ 3,132.00	\$ 3,132.00	\$ 3,132.00	\$ 3,132.00
Office Park	1,000 SF GFA	8.88	\$ 2,664.00	\$ 2,664.00	\$ 2,664.00	\$ 2,664.00
COMMERCIAL						
AUTOMOBILE RELATED						
Automobile Care Center	1,000 SF Occ. GLA	4.17	\$ 1,251.00	\$ 1,251.00	\$ 1,251.00	\$ 1,251.00
Automobile Parts Sales	1,000 SF GFA	7.60	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	3.56	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00	\$ 1,068.00
New Car Sales	1,000 SF GFA	4.68	\$ 1,404.00	\$ 1,404.00	\$ 1,404.00	\$ 1,404.00
Quick Lubrication Vehicle Shop	Servicing Positions	6.94	\$ 2,082.00	\$ 2,082.00	\$ 2,082.00	\$ 2,082.00
Self-Service Car Wash	Stall	1.99	\$ 597.00	\$ 597.00	\$ 597.00	\$ 597.00
Tire Store	1,000 SF GFA	6.67	\$ 2,001.00	\$ 2,001.00	\$ 2,001.00	\$ 2,001.00
DINING						
Fast Food Restaurant	1,000 SF GFA	36.89	\$ 11,067.00	\$ 11,067.00	\$ 11,067.00	\$ 11,067.00
Sit-Down Restaurant	1,000 SF GFA	17.05	\$ 5,115.00	\$ 5,115.00	\$ 5,115.00	\$ 5,115.00
Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	29.15	\$ 8,745.00	\$ 8,745.00	\$ 8,745.00	\$ 8,745.00
OTHER RETAIL						
Free-Standing Discount Store	1,000 SF GFA	9.77	\$ 2,931.00	\$ 2,931.00	\$ 2,931.00	\$ 2,931.00
Nursery (Garden Center)	1,000 SF GFA	13.61	\$ 4,083.00	\$ 4,083.00	\$ 4,083.00	\$ 4,083.00
Home Improvement Superstore	1,000 SF GFA	3.39	\$ 1,017.00	\$ 1,017.00	\$ 1,017.00	\$ 1,017.00
Pharmacy/Drugstore	1,000 SF GFA	14.14	\$ 4,242.00	\$ 4,242.00	\$ 4,242.00	\$ 4,242.00
Shopping Center	1,000 SF GLA	6.86	\$ 2,058.00	\$ 2,058.00	\$ 2,058.00	\$ 2,058.00
Supermarket	1,000 SF GFA	17.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00	\$ 5,100.00
SERVICES						
Walk-In Bank	1,000 SF GFA	16.23	\$ 4,869.00	\$ 4,869.00	\$ 4,869.00	\$ 4,869.00
Drive-In Bank	Drive-in Lanes	39.29	\$ 11,787.00	\$ 11,787.00	\$ 11,787.00	\$ 11,787.00
Hair Salon	1,000 SF GLA	2.27	\$ 681.00	\$ 681.00	\$ 681.00	\$ 681.00

EXHIBIT C
(ROADWAY IMPACT FEE PER DEVELOPMENT UNIT PER SERVICE AREA -
PROPERTIES PLATTED ON OR AFTER 1/1/2024)

Land Use Category	Development Unit	Veh-Mi Per Dev-Unit	Service Area A	Service Area B	Service Area C	Service Area D
PORT AND TERMINAL						
Intermodal Truck Terminal	1,000 SF GFA	11.22	\$ 18,311.04	\$ 7,887.66	\$ 21,923.88	\$ -
INDUSTRIAL						
General Light Industrial	1,000 SF GFA	3.90	\$ 6,364.80	\$ 2,741.70	\$ 7,620.60	\$ -
Industrial Park	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ -
Warehousing	1,000 SF GFA	1.08	\$ 1,762.56	\$ 759.24	\$ 2,110.32	\$ -
Mini-Warehouse	1,000 SF GFA	0.90	\$ 1,468.80	\$ 632.70	\$ 1,758.60	\$ -
RESIDENTIAL						
Single-Family Detached Housing	Dwelling Unit	4.61	\$ 7,523.52	\$ 3,240.83	\$ 9,007.94	\$ 6,292.65
Apartment/Multi-family	Dwelling Unit	2.50	\$ 4,080.00	\$ 1,757.50	\$ 4,885.00	\$ 3,412.50
Residential Condominium/Townhome	Dwelling Unit	1.76	\$ 2,872.32	\$ 1,237.28	\$ 3,439.04	\$ 2,402.40
Senior Adult Housing-Single-Family	Dwelling Unit	1.47	\$ 2,399.04	\$ 1,033.41	\$ 2,872.38	\$ 2,006.55
Senior Adult Housing-Multifamily	Dwelling Unit	1.23	\$ 2,007.36	\$ 864.69	\$ 2,403.42	\$ 1,678.95
Assisted Living	Beds	1.18	\$ 1,925.76	\$ 829.54	\$ 2,305.72	\$ 1,610.70
LODGING						
Hotel	Room	1.90	\$ 3,100.80	\$ 1,355.70	\$ 3,712.60	\$ 2,593.50
Motel / Other Lodging Facilities	Room	1.16	\$ 1,893.12	\$ 815.48	\$ 2,266.64	\$ 1,583.40
RECREATIONAL						
Golf Driving Range	Tee	4.91	\$ 8,013.12	\$ 3,451.73	\$ 9,594.14	\$ 6,702.15
Golf Course	Acre	1.10	\$ 1,795.20	\$ 773.30	\$ 2,149.40	\$ 1,501.50
Recreational Community Center	1,000 SF GFA	9.83	\$ 16,042.56	\$ 6,910.49	\$ 19,207.82	\$ 13,417.95
Ice Skating Rink	1,000 SF GFA	5.23	\$ 8,535.36	\$ 3,676.69	\$ 10,219.42	\$ 7,138.95
Miniature Golf Course	Hole	1.30	\$ 2,121.60	\$ 913.90	\$ 2,540.20	\$ 1,774.50
Movie Theater	Screens	54.86	\$ 89,531.52	\$ 38,566.58	\$ 107,196.44	\$ 74,883.90
Racquet / Tennis Club	Court	15.01	\$ 24,496.32	\$ 10,552.03	\$ 29,329.54	\$ 20,488.65
INSTITUTIONAL						
Church	1,000 SF GFA	2.04	\$ 3,329.28	\$ 1,434.12	\$ 3,986.16	\$ 2,784.60
Day Care Center	1,000 SF GFA	10.90	\$ 17,788.80	\$ 7,662.70	\$ 21,298.60	\$ 14,878.50
Elementary School	Students	0.28	\$ 456.96	\$ 196.84	\$ 547.12	\$ 382.20
Middle School/Junior High School	Students	0.26	\$ 424.32	\$ 182.78	\$ 508.04	\$ 354.90
High School	Students	0.25	\$ 408.00	\$ 175.75	\$ 488.50	\$ 341.25
Junior / Community College	Students	0.57	\$ 930.24	\$ 400.71	\$ 1,113.78	\$ 778.05
University / College	Students	0.78	\$ 1,272.96	\$ 548.34	\$ 1,524.12	\$ 1,064.70
MEDICAL						
Clinic	1,000 SF GFA	18.19	\$ 29,686.08	\$ 12,787.57	\$ 35,543.26	\$ 24,829.35
Hospital	1,000 SF GFA	4.24	\$ 6,919.68	\$ 2,980.72	\$ 8,284.96	\$ 5,787.60
Nursing Home	Beds	0.69	\$ 1,126.08	\$ 485.07	\$ 1,348.26	\$ 941.85
Animal Hospital/Veterinary Clinic	1,000 SF GFA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
OFFICE						
Corporate Headquarters Building	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
General Office Building	1,000 SF GFA	8.64	\$ 14,100.48	\$ 6,073.92	\$ 16,882.56	\$ 11,793.60
Medical-Dental Office Building	1,000 SF GFA	19.37	\$ 31,611.84	\$ 13,617.11	\$ 37,848.98	\$ 26,440.05
Single Tenant Office Building	1,000 SF GFA	10.56	\$ 17,233.92	\$ 7,423.68	\$ 20,634.24	\$ 14,414.40
Office Park	1,000 SF GFA	7.80	\$ 12,729.60	\$ 5,483.40	\$ 15,241.20	\$ 10,647.00
COMMERCIAL						
Automobile Related						
Automobile Care Center	1,000 SF Occ. GLA	4.17	\$ 6,805.44	\$ 2,931.51	\$ 8,148.18	\$ 5,692.05
Automobile Parts Sales	1,000 SF GFA	6.22	\$ 10,151.04	\$ 4,372.66	\$ 12,153.88	\$ 8,490.30
Gasoline/Service Station	Vehicle Fueling Position	4.84	\$ 7,898.88	\$ 3,402.52	\$ 9,457.36	\$ 6,606.60
Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	2.77	\$ 4,520.64	\$ 1,947.31	\$ 5,412.58	\$ 3,781.05
Automobile Sales (New)	1,000 SF GFA	4.33	\$ 7,066.56	\$ 3,043.99	\$ 8,460.82	\$ 5,910.45
Quick Lubrication Vehicle Shop	Servicing Positions	6.49	\$ 10,591.68	\$ 4,562.47	\$ 12,681.46	\$ 8,858.85
Self-Service Car Wash	Stall	1.99	\$ 3,247.68	\$ 1,398.97	\$ 3,888.46	\$ 2,716.35
Tire Store	1,000 SF GFA	6.02	\$ 9,824.64	\$ 4,232.06	\$ 11,763.08	\$ 8,217.30
Dining						
Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	46.59	\$ 76,034.88	\$ 32,752.77	\$ 91,036.86	\$ 63,595.35
Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	46.84	\$ 76,442.88	\$ 32,928.52	\$ 91,525.36	\$ 63,936.60
High Turnover (Sit-Down) Restaurant	1,000 SF GFA	15.69	\$ 25,606.08	\$ 11,030.07	\$ 30,658.26	\$ 21,416.85
Fine Dining Restaurant	1,000 SF GFA	13.28	\$ 21,672.96	\$ 9,335.84	\$ 25,949.12	\$ 18,127.20
Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	26.56	\$ 43,345.92	\$ 18,671.68	\$ 51,898.24	\$ 36,254.40
Other Retail						
Free-Standing Discount Store	1,000 SF GFA	9.52	\$ 15,536.64	\$ 6,692.56	\$ 18,602.08	\$ 12,994.80
Nursery (Garden Center)	1,000 SF GFA	13.61	\$ 22,211.52	\$ 9,567.83	\$ 26,593.94	\$ 18,577.65
Home Improvement Superstore	1,000 SF GFA	3.33	\$ 5,434.56	\$ 2,340.99	\$ 6,506.82	\$ 4,545.45
Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	11.20	\$ 18,278.40	\$ 7,873.60	\$ 21,884.80	\$ 15,288.00
Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	14.64	\$ 23,892.48	\$ 10,291.92	\$ 28,606.56	\$ 19,983.60
Shopping Center (>150k)	1,000 SF GLA	6.27	\$ 10,232.64	\$ 4,407.81	\$ 12,251.58	\$ 8,558.55
Shopping Plaza (40-150k)	1,000 SF GLA	9.60	\$ 15,667.20	\$ 6,748.80	\$ 18,758.40	\$ 13,104.00
Strip Retail Plaza (<40k)	1,000 SF GLA	12.18	\$ 19,877.76	\$ 8,562.54	\$ 23,799.72	\$ 16,625.70
Supermarket	1,000 SF GFA	16.04	\$ 26,177.28	\$ 11,276.12	\$ 31,342.16	\$ 21,894.60
Toy/Children's Superstore	1,000 SF GFA	9.80	\$ 15,993.60	\$ 6,889.40	\$ 19,149.20	\$ 13,377.00
Department Store	1,000 SF GFA	3.84	\$ 6,266.88	\$ 2,699.52	\$ 7,503.36	\$ 5,241.60
SERVICES						
Walk-In Bank	1,000 SF GFA	16.23	\$ 26,487.36	\$ 11,409.69	\$ 31,713.42	\$ 22,153.95
Drive-In Bank	Drive-in Lanes	32.00	\$ 52,224.00	\$ 22,496.00	\$ 62,528.00	\$ 43,680.00
Hair Salon	1,000 SF GLA	2.27	\$ 3,704.64	\$ 1,595.81	\$ 4,435.58	\$ 3,098.55

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Michelle McCullough, P.E., CFM – Assistant Director/City Engineer
MEETING: May 20, 2024

SUBJECT:

Consider approval of an award of CSP 2024-015 to Mountain Cascade of Texas, LLC for construction of the Burleson Westside Lift Station, Force Main, and Gravity Sewer project in the amount of \$7,430,761.00 with a project contingency of \$371,538.00 for a total of \$7,802,299.00 and consider a minute order ratifying the 4A Economic Development Corporation Board's action on partial funding of the construction costs for the Burleson Westside Lift Station, Force Main, and Gravity Sewer project. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*

SUMMARY:

On June 7, 2021, the City Council approved Chapter 380 and an Economic Development and Performance Agreement (Agreement). The Agreement is for developing Chisholm Summit, a proposed master-planned community on the west side of the City between Wilshire Blvd and the Chisholm Trail Parkway. There are several parties to this Agreement; however, R.A. Development, Ltd. (Developer) will act as the representative under the Agreement.

As part of the Agreement, the Developer is obligated to design and construct public roadway and sanitary sewer improvements in several phases. The Developer retained professional engineers to design the proposed sanitary sewer improvements. The sanitary sewer lift station will be located within the Hooper Business Park adjacent to CR 1019. The force main will be constructed from CR 914A to the north and primarily along the east side of Lakewood Drive and the Hooper Business Park. The gravity sewer will be located along the west side of the business park.

After the project was advertised, R.A. Development met with city management to discuss amending the Agreement and modifying the Developer's responsibility for managing the construction of the sewer improvements. Currently, the Agreement requires the Developer to construct the sanitary sewer improvements, and the City shall reimburse the Developer for the funds paid for the construction of such sewer improvements. It was agreed between R.A. Development and the City that the City will now manage the construction of the proposed sewer improvements directly with the contractor.

On April 15, 2024, the City Council voted to reject all competitive sealed proposals received on February 19, 2024. The City advertised the project again on April 19, 2024, and publicly opened the proposals on May 3, 2024.

A total of four (4) proposals were received and were evaluated and ranked on the documentation submitted based on the five criteria listed below –

1. Proposal Price (40 points)
2. Firm Profile, Financial Capability, and history of similar projects (15 points)
3. Key Personnel assigned to the project (20 points)
4. Project Approach (20 points)
5. Compliance with the request for competitive sealed proposals (5 points)

After all proposals were evaluated and ranked, staff recommends awarding the competitive sealed proposal to Mountain Cascade of Texas, LLC, which received the highest ranking based on the criteria included in the proposal. The project cost is \$7,430,761.00, with a contingency of \$371,538.00 for a total project cost of \$7,802,299.00. A total of \$3,000,000.00 is proposed to be funded from 4A bonds, and the remainder is to be funded from Water/Wastewater bonds.

The Notice to Proceed is anticipated to be issued in early June, with completion anticipated in July 2025.

RECOMMENDATION:

Approve the award of CSP 2024-015 to Mountain Cascade of Texas, LLC for construction of the Burleson Westside Lift Station, Force Main, and Gravity Sewer project in the amount of \$7,430,761.00 with a project contingency of \$371,538.00 for a total of \$7,802,299.00 and consider a minute order ratifying the 4A Economic Development Corporation Board's action on partial funding of the construction costs for the Burleson Westside Lift Station, Force Main, and Gravity Sewer project.

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

September 20, 2021 – Economic Development Corporation Board (EDCB) – Type A

- Reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive

September 20, 2021 – City Council

- Reimbursement resolution to R.A. Development, Ltd. for sewer design costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive and sanitary sewer facilities
- Ratification of EDCB action on the design contract with Kimley Horn Associates for design review of Lakewood Drive

October 3, 2022 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

October 3, 2022 – City Council

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

November 13, 2023 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution to bury existing UCS electric lines between CR 1020 and CR 1016.

November 13, 2023 – City Council

Minute order ratifying the 4A Economic Development Corporation Board's action

December 11, 2023 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution for pedestrian and street lighting between CR 1020 and FM 1902.

December 11, 2023 – City Council

Minute order ratifying the 4A Economic Development Corporation Board's action.

March 18, 2024 – City Council

Oncor Encroachment Agreement approved for proposed paving and sewer improvements.

March 18, 2024 – City Council

Oncor Encroachment Agreement approved for proposed paving and sewer improvements.

April 15, 2023 – City Council

Rejection of all competitive proposals for the Burleson Westside lift station, force main, and gravity sewer (Project No DV2401)

REFERENCE:

NA

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: 4A Bond

Fund Name: W/WW Bond

Full Account #s: 4403101-70020

Full Account #s: 5203101-70020

Total Amount: \$7,802,299.00

Project: DV2401

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Assistant Director/City Engineer
mmccullough@burlesontx.com
817-426-9616

Award of Competitive Sealed Proposal

Burleson Westside Lift Station, Force Main and Gravity Sewer Project

City Council
May 20, 2024



Background

June 7, 2021 – Chapter 380 and Economic Development and Performance Agreement Approved

Current agreement states RA Development to manage the design and construction of proposed improvements

- Lift station to be constructed within Hooper Business Park adjacent to CR 1019
- Force Main and 21-inch gravity sewer constructed from lift station to CR 914A
- 15/18 inch gravity sewer to serve Hooper Business Park, Chisholm Summit, Craftmasters, etc.
- Lakewood Drive (currently under construction)



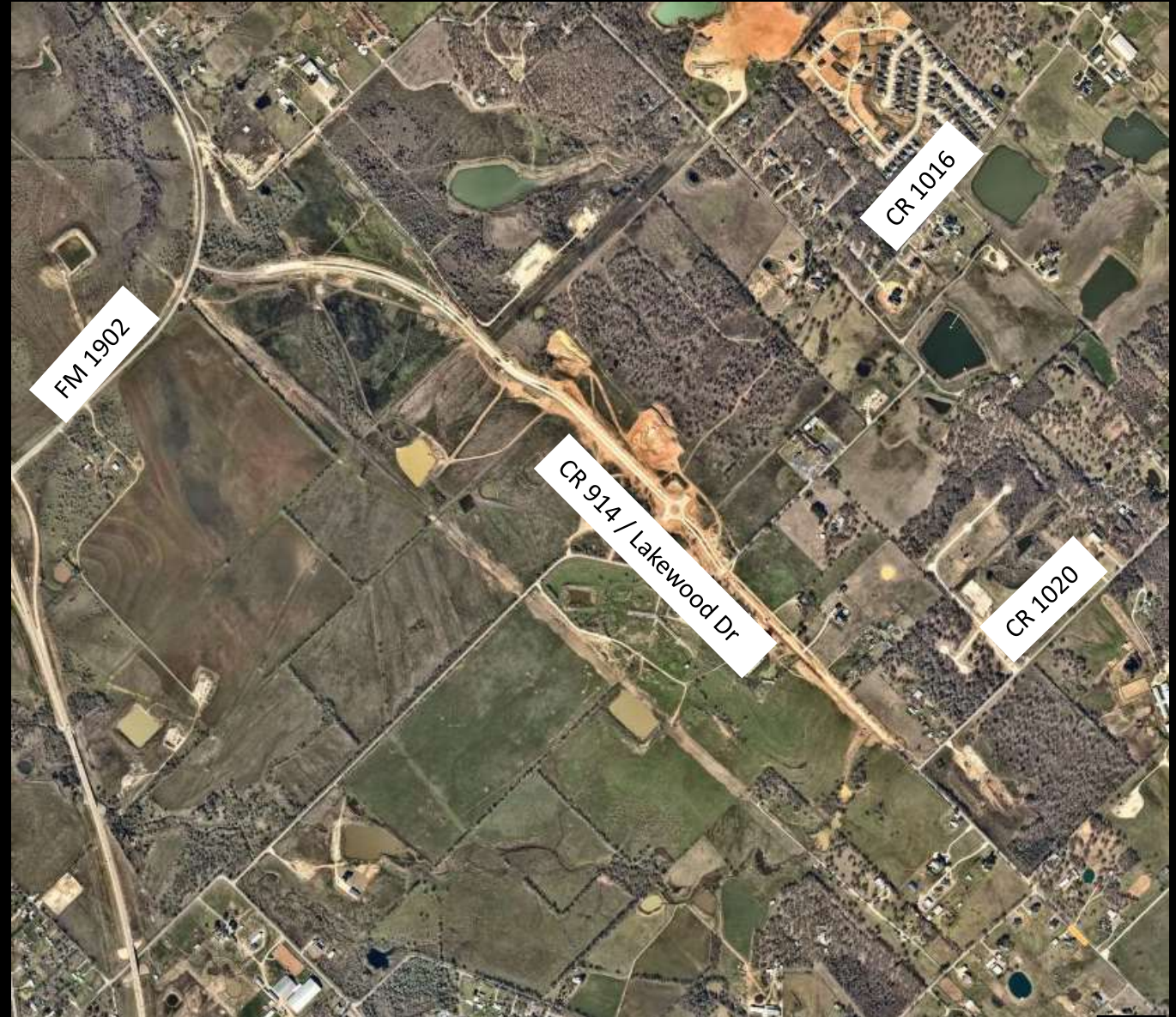
Hooper Business Park Infrastructure

Lakewood Drive under construction

4 lanes are anticipated to be open to traffic from CR 1020 to CR 1016 by end of May 2024

Anticipate TxDOT permit for FM 1902 connection early September

Permanent extension of Lakewood Drive to tollway under design – (construction funding to be identified)



Hooper Business Park Infrastructure

Stormwater retention design underway – construction anticipated to begin summer 2024

20-inch JCSUD Water line (construction substantially complete)

Atmos high-pressure line under construction along FM 1902 – regulator station and low-pressure line to follow

UCS electric lines buried between CR 1016 and CR 1020 and installation of street and pedestrian lights underway

UCS electric lines and equipment installation between CR 1016 and FM 1902 underway



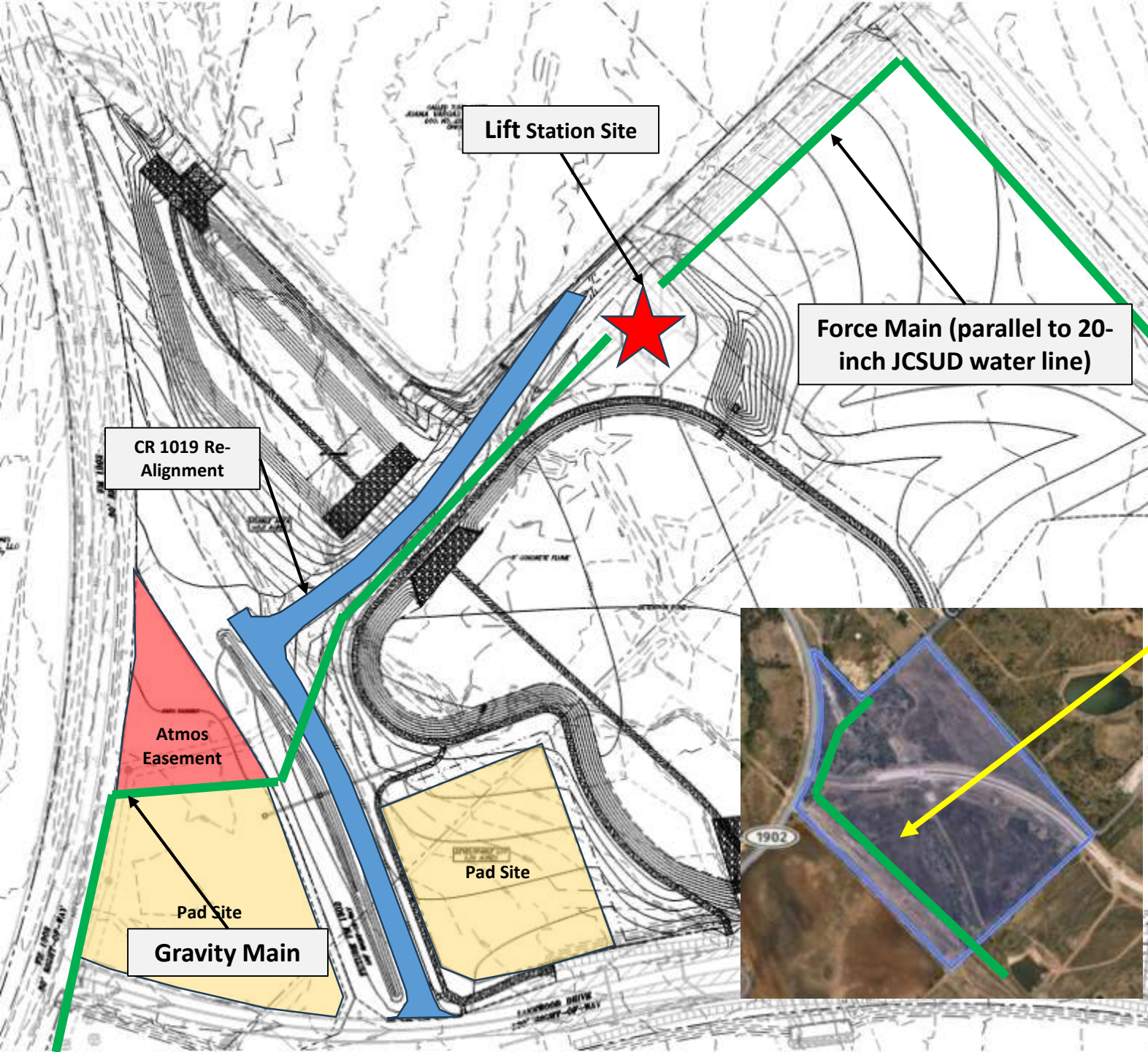
Burleson Westside Sewer Infrastructure

2.75 MGD lift station

16-inch force main

15/18-inch gravity sewer from future community park through Hooper Business Park to lift station to serve:

- Craftmasters
- Chisholm Summit Masterplanned Community
- Additional future development in the surrounding area



Competitive Sealed Proposal (CSP) Method

Alternate project delivery method authorized by Chapter 2269 of the Texas Government Code

Allows qualified offeror' to submit proposals for a weighted evaluation by project owner's evaluation team (in this case R.A. Development and City staff) based on published criteria such as

- Cost (40 points)
- Experience and reputation (15 points)
- Proposed personnel assigned to project (20 points)
- Project Approach (20 points)
- Compliance with the CSP documents (5 points)

The evaluation team can elect to hold interviews for further evaluation of any offeror if deemed necessary



Example of lift station components

Original Competitive Sealed Proposal

February 19, 2024 – Initial request for Competitive Sealed Proposals (RFCSP) advertised

March 25, 2024 – Proposals publicly received

April 2, 2024 - RA Development and City management met to discuss contract administration, and both parties agreed to pursue a modification of the 380 Agreement, transferring contract administration responsibility for sewer improvements from RA Development to City

April 15, 2024 – All proposal rejected, project to re-advertise



Future consideration by Council of 380 Agreement amendment

Re-Advertised Competitive Sealed Proposal

April 19, 2024 – Request for Competitive Sealed Proposals (RFCSP) re-advertised

May 3, 2024 – Proposals publicly received

May 20, 2024 – Staff recommends awarding the competitive sealed proposal to Mountain Cascade of Texas, LLC for a total contract amount of \$7,802,299.00, including contingency

- 4A bonds (\$2.8M budgeted)
- W/WW bonds (\$5.8M budgeted)

Notice to proceed (NTP) is anticipated to be issued early June 2024 with completion anticipated July 2025

Contractor	Rank	Points
Mountain Cascade of Texas, LLC	1	88
Belt Construction	2	75
Western Municipal Construction of Texas	3	74
Blue Star Utilities	4	60

Action Requested

Approve the award of the CSP 2024-15 to Mountain Cascade of Texas, LLC for construction of the Burleson Westside Lift Station, Force Main, and Gravity Sewer project in the amount of \$ 7,430,761.00 with a project contingency of \$371,538.00 for at total of \$7,802,299.00 and consider a minute order ratifying the 4A Economic Development Corporation Board's action on partial funding of the construction costs for the Burleson Westside Lift Station, Force Main, and Gravity Sewer project.

Next Steps

- Notice to Proceed – Early June
- Construction of 21-inch gravity along CR 914 to begin first
- Paving of section between CR 914A to CR 1020 to follow 21–inch gravity sewer
- Lift station, force main, and remaining gravity sewer anticipated completion July 2025



Proposed
Lift Station

Staff Contact

Michelle McCullough

Assistant Director / City Engineer

817-426-9616

mmccullough@burlesontx.com

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4.0	Affidavit Against Prohibited Acts <ul style="list-style-type: none">• Texas Penal Code• Conflict of Interest• Offeror Acknowledgement
5.0	Proposal Form <ul style="list-style-type: none">• Offeror's Bond• Vendor Compliance to State Law Non-Resident Offeror• Proposed Subcontractors Form
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SECTION 01
INVITATION TO OFFERORS
COMPETITIVE SEALED PROPOSAL

RECEIPT OF PROPOSALS

Sealed proposals for the construction of **BURLESON WESTSIDE BUSINESS PARK LIFT STATION, FORCE MAIN, AND GRAVITY SEWER** will be received electronically by the City of Burleson's e-procurement system, Bonfire, at <https://burlesontx.bonfirehub.com> (registration required) until **3:00 PM CST, May 3, 2024**. *Extensions will not be granted and late submittals will not be accepted.*

GENERAL DESCRIPTION OF WORK

The major work will consist of the (approximate) following:

- 2.75 MGD Duplex Lift Station
- 1,019 LF of 21-Inch ASTM F679 PS-115 PVC Sanitary Sewer Pipe by Open Cut
- 40 LF of 30-Inch Steel Casing w/ 21-Inch PVC Carrier Pipe by Auger Bore
- 3,534 LF of 18-Inch ASTM F679 PS-115 PVC Sanitary Sewer Pipe by Open Cut
- 20 LF of 30-Inch Steel Casing w/ 18-Inch PVC Carrier Pipe by Auger Bore
- 9,170 LF of 16-inch HDPE DIPS DR-13.5 Force Main by Open Cut
- 370 LF of 24-Inch Steel Casing w/ 16-Inch HDPE Carrier Pipe by Auger Bore
- 829 LF of 15-Inch ASTM D3034 SDR-26 PVC Sanitary Sewer Pipe by Open Cut
- 80 LF of 27-Inch Steel Casing w/ 15-Inch PVC Carrier Pipe by Auger Bore

COMPETITIVE SEALED PROPOSAL

Submission requirements for the competitive sealed proposals shall be found in the Instructions to Offerors.

DOCUMENT EXAMINATION AND PROCUREMENTS

The Proposal and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at no cost beginning April 19, 2024.

Offerors are responsible for obtaining all addenda to the Proposal and Contract Documents prior to the receipt time, and acknowledging them in their proposal response. Any interpretations, corrections, clarifications, or changes to this Request for Proposals or specifications will be issued via addendum. Addenda will be posted at <https://burlesontx.bonfirehub.com>. It is the responsibility of the respondent to monitor the Bonfire website for addenda. **Bidders shall acknowledge receipt of each addendum by submitting a signed copy with their proposal.** *Oral explanations will not be binding.* Responses that do not acknowledge all applicable addenda may be rejected as non-responsive.

MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference will be held as described in Section 2.0 - INSTRUCTIONS TO OFFERORS at the following location, date, and time:

LOCATION: Virtual via Microsoft Teams (link provided below)

DATE: April 29, 2024

TIME: 10:00 AM

Microsoft Teams

[Need help?](#)

[Join the meeting now](#)

Meeting ID: 214 755 290 228

Passcode: fwpNc7

RIGHT TO ACCEPT OR REJECT PROPOSALS

The City of Burleson reserves the right to reject any proposal and to waive defects in proposals. No officer or employee of the City of Burleson shall have a financial interest, direct or indirect, in this or any contract with the City of Burleson. Minority and small business vendors are encouraged to submit bids/proposals on applicable City solicitations.

INQUIRIES

All inquiries relative to this procurement should be addressed to the City of Burleson's Bonfire platform messaging feature.

ADVERTISEMENT DATES

April 19, 2024

April 26, 2024

It is anticipated that the Notice to Proceed will be issued no later than 10 days after the Contract is awarded.

END OF SECTION

SECTION 2.0

INSTRUCTIONS TO OFFERORS

1. Defined Terms

- 1.1. Terms used in these INSTRUCTIONS TO OFFERORS, which are defined in Special Provisions.
 - 1.1.1. Any reference to the term “Bidder” shall also mean “Offeror” and to “Bid” shall mean “Proposal” in the Proposal Documents.
- 1.2. Certain additional terms used in these INSTRUCTIONS TO OFFERORS have the meanings indicated below which are applicable to both the singular and plural thereof.
 - 1.2.1. OFFEROR: Any person, firm, partnership, company, association, or corporation acting directly through a duly authorized representative, submitting a proposal for performing the work contemplated under the Contract Documents.
 - 1.2.2. Nonresident OFFEROR: Any person, firm, partnership, company, association, or corporation acting directly through a duly authorized representative, submitting a proposal for performing the work contemplated under the Contract Documents whose principal place of business is not in the State of Texas.
 - 1.2.3. Successful OFFEROR: The Offeror that submits the Proposal that offers the Best Value to the City based on the Evaluation of Proposals published in these Instructions to Offerors.
 - 1.2.4. Purchasing Agent: City designated representative to assist in solicitation of proposals from vendors for City contracts.

2. Copies of Proposal Documents

- 2.1. Neither City nor Engineer shall assume any responsibility for errors or misinterpretations resulting from the Offerors use of incomplete sets of Proposal Documents.
- 2.2. City and Engineer in making Proposal Documents available do so only for the purpose of obtaining Proposals for the Work and do not authorize or confer a license or grant for any other use.

3. Examination of Proposal and Contract Documents, Other Related Data, and Site

- 3.1. Before submitting a Proposal, each Offeror shall:

- 3.1.1. Examine and carefully study the Contract Documents and other related data identified in the Proposal Documents (including "technical data"). No information given by City or any representative of the City other than that contained in the Contract Documents and officially promulgated addenda thereto, shall be binding upon the City.
- 3.1.2. Visit the site to become familiar with and satisfy Offeror as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 3.1.3. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.
- 3.1.4. Study all: (i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in the Contract Documents as containing reliable "technical data" and (ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Contract Documents as containing reliable "technical data."
- 3.1.5. Be advised that the Contract Documents on file with the City shall constitute all of the information which the City will furnish. All additional information and data which the City will supply after promulgation of the formal Contract Documents shall be issued in the form of written addenda and shall become part of the Contract Documents just as though such addenda were actually written into the original Contract Documents. No information given by the City other than that contained in the Contract Documents and officially promulgated addenda thereto, shall be binding upon the City.
- 3.1.6. Perform independent research, investigations, tests, borings, and such other means as may be necessary to gain a complete knowledge of the conditions which will be encountered during the construction of the project. On request, City may provide each Offeror access to the site to conduct such examinations, investigations, explorations, tests and studies as each Offeror deems necessary for submission of a Proposal. Offeror must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 3.1.7. Determine the difficulties of the Work and all attending circumstances affecting the cost of doing the Work, time required for its completion, and obtain all information required to make a proposal. Offerors shall rely exclusively and solely upon their own estimates, investigation, research, tests, explorations, and other data which are necessary for full and complete information upon which the proposal is to be based. It is understood that the submission of a proposal is prima-facie evidence that the Offeror has made the investigation, examinations and tests herein required. Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated in the Contract Documents will not be allowed.

- 3.1.8. Promptly notify City of all conflicts, errors, ambiguities or discrepancies in or between the Contract Documents and such other related documents. The Contractor shall not take advantage of any gross error or omission in the Contract Documents, and the City shall be permitted to make such corrections or interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents
- 3.2. The submission of a Proposal will constitute an incontrovertible representation by Offeror (i) that Offeror has complied with every requirement of this Paragraph 3, (ii) that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, (iii) that Offeror has given City written notice of all conflicts, errors, ambiguities and discrepancies in the Contract Documents and the written resolutions thereof by City are acceptable to Offeror, and when said conflicts, etc., have not been resolved through the interpretations by City as described in this Section, and (iv) that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4. Availability of Lands for Work, Etc.

- 4.1. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

5. Interpretations and Addenda

- 5.1. Offerors may submit to the City of Burleson, a written request for an interpretation of Proposal and Contract Documents prior to opening of proposals. The deadline for questions will be outlined in Bonfire. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum posted publicly to Bonfire. Only questions answered by formal written Addenda are to be binding. Oral interpretations or clarification will be without legal effect. The City of Burleson will not be responsible for any other explanations or interpretations.
- 5.2. Addenda may also be issued to modify the Proposal Documents as deemed advisable by City.
- 5.3. A **mandatory** Pre-Proposal Conference will be held online via Microsoft Teams. A link will be posted publicly to Bonfire. Representatives of the City will be present to discuss the Project. Offerors are **required** to attend and participate in the pre-proposal conference. City will transmit to all prospective Offerors of record such Addenda as City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

6. Proposal Security

- 6.1. Each Proposal for projects over \$100,000, must be accompanied by Offeror's Bond made payable to City in an amount of five (5) percent of Offeror's maximum price proposed Proposal Form attached, issued by a surety meeting the requirements of the Contract Documents.
- 6.2. The Offeror's Bond of all Offerors will be retained until the conditions of the Notice of Award have been satisfied. If the Successful Offeror fails to execute and deliver the complete Agreement within 10 days after the Notice of Award, City may consider Offeror to be in default, rescind the Notice of Award, and the Offeror's Bond of that Offeror will be forfeited. Such forfeiture shall be City's exclusive remedy if Offeror defaults. The Offeror's Bond of all other Offerors whom City believes to have a reasonable chance of receiving the award will be retained by City until final contract execution.

7. Contract Times

- 7.1. The Contract will be a Calendar Day contract, and the provisions of the Contract Documents related to Calendar Days will apply.
- 7.2. The Contract Time for Substantial Completion will be the number of Calendar Days specified in the Agreement, together with time extensions authorized in accordance with applicable provisions of the Contract Documents.
- 7.3. The Contract Time for Final Completion will be the number of Calendar Days specified in the Agreement, together with time extensions authorized in accordance with applicable provisions of the Contract Documents.

8. Liquidated Damages

- 8.1. Provisions for liquidated damages are set forth in the Agreement.

9. Subcontractors, Suppliers and Others

- 9.1. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

10. Submittal Requirements – *A complete proposal will consist of a document or documents that respond to each element of this section **AND** the Proposal Form described in Section 11 below.*

- 10.1. **As this is a Request for a Competitive Sealed Proposal, please note that in addition to price, other factors will be considered.** The project's weighted evaluation criteria is outlined in Section 18. Each of the following requirements demonstrating the Offeror's qualifications and experience must be provided in the Offeror's Bonfire submissions:

- 10.2. **In addition to completing all required sections of the Proposal Documents, the Offeror shall provide documentation demonstrating the Offeror's qualifications and experience. This documentation shall be included with the Offeror's Bonfire submissions. The Offeror shall address each of the following items in the same order in which they are set forth below.** Qualification and experience documentation shall be submitted on letter-size (8-1/2" x 11") PDF. The qualifications and experience data provided shall include, but may not be limited to the following:

10.2.1. **Proposal Form** – Provide the information as required in Section 6.0 – Proposal Form, to establish:

- 10.2.1.1. Offeror's General Information
- 10.2.1.2. Proposal Price
- 10.2.1.3. All criteria outlined below

- 10.3. **Offeror's Past Experience Form - Quality, Reputation, and Ability to Complete Similar Projects on Schedule and Within Budget:** The Offeror shall demonstrate experience in delivering similar work as expressed in the Proposal Documents on schedule and within budget. Submit details of three (3) lift stations of similar size and complexity completed by Offeror (or Offeror's Lift Station Contractor if applicable) within the last five (5) years. Additionally, submit details of three (3) pipeline projects with similar size and complexity completed within the last five (5) years. The Offeror shall provide the completed form found attached in Bonfire and include the following items for each project submitted:

- 10.3.1.1. Project Name
- 10.3.1.2. Owner Name
- 10.3.1.3. Project Owner Contact Name, Phone Number, and Email Address
- 10.3.1.4. Contract Time and Actual Completion Time
- 10.3.1.5. Original Contract Cost and Final Contract Cost
- 10.3.1.6. Detailed Project Description.
- 10.3.1.7. The Offeror should present projects that demonstrate experience in the following categories:
 - Sanitary Sewer Lift Stations w/ pumping capacity greater than 2.0 MGD
 - Sanitary Sewer Force Mains 12-inches and larger
 - Gravity Sanitary Sewer Pipelines Installations 15-inch and larger

- 10.4. **Offeror's Key Personnel Resume:** The Offeror shall include an organizational chart (maximum of 1 page) for key team members that will be assigned to the Project. The Offeror should also, at a minimum, provide personnel experience for the Project Manager, Superintendent, Safety Manager, Scheduler, Manager in charge of Submittals and Requests for Information and the Foreman/Foremen. The Key Personnel information should include the following information:

- 10.4.1.1. Name and Job Title
- 10.4.1.2. Role and Responsibility
- 10.4.1.3. Total number of years of experience and total number of years with current firm.

- 10.4.1.4. Licenses and Certifications.
- 10.4.1.5. Project Role and Responsibilities.
- 10.4.1.6. Relevant experience for the categories listed in 13.1.2.7, specifically within the last 5 years. Identify if projects were completed with current firm or previous firm.
- 10.4.1.7. List of other active projects Key Personnel will be assigned to for the duration of this project and include percentage of time allocated for each.

10.5. Detailed Schedule and Written Plan to Achieve Substantial Completion and Final Acceptance within the Contract Time: The Offeror shall demonstrate means and methods to achieve Substantial Completion and Final Acceptance within the Contract Time. The Offeror shall include the following:

- 10.5.1.1. Baseline Schedule – The Offeror shall submit a detailed Baseline Schedule. The schedule should provide a preliminary phasing plan for the project and demonstrate the Offeror’s ability to complete the Project within the Contract Time. The Plan should clearly identify the Critical Path Items and the Plan to keep the project on schedule. The Plan should include, but not be limited to:

10.5.1.2. Critical Path and Preliminary Phasing Plan

- 10.5.1.2.1. Project Specific Tasks:
 - *Lift Station Pump Startup*
 - *Steel casing pipe installation*
 - *Pipeline installation by STA*
- 10.5.1.2.2. Equipment and material delivery
 - *Pump shop drawing submittal and procurement schedule*
 - *Pipeline shop drawing submittal and procurement schedule*
 - *Steel casing pipe*
 - *Electrical gear shop drawings and procurement schedule*
- 10.5.1.2.3. Hours of Operation – shall follow City’s Noise Ordinance as outlined in the city’s Code of Ordinances §34-191(d).
- 10.5.1.2.4. Offeror’s Resources to reach Substantial Completion, including the number of shifts or crews working in parallel.

10.6. In addition to the information provided above the Offeror shall submit the following forms as part of the Proposal:

- Section 4.0 – Affidavit Against Prohibited Acts
- Section 4.1 - Conflict of Interest Form
- Section 4.2 – Offeror Acknowledgement
- Section 5.0 – Proposal Form
- Section 5.1 – Offeror’s Bond
- Section 5.3 – Vendor Compliance to State Law Non-Resident Offeror
- Section 5.4 – Proposed Subcontractors Form

11. Proposal Form

- 11.1. The Proposal Form is included with the Proposal Documents; additional copies may be obtained from the City.
- 11.2. All blanks on the Proposal Form must be completed and the Proposal Form signed. Erasures or alterations shall be initialed by the person signing the Proposal Form. A Proposal price shall be indicated for each proposed item, alternative, and unit price item listed therein. In the case of optional alternatives, the words "No Proposal," "No Change," or "Not Applicable" may be entered. Offeror shall state the prices, in both words and numerals, for which the Offeror proposes to do the work contemplated or furnish materials required. If handwritten, all prices shall be written legibly. In case of discrepancy between price in written/typed words and the price in written/typed numerals, the price in written/typed words shall govern.
- 11.3. Proposals by corporations shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign, shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 11.4. Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title must appear under the signature accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 11.5. Proposals by limited liability companies shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 11.6. Proposals by individuals shall show the Offeror's name and official address.
- 11.7. Proposals by joint ventures shall be executed by each joint venturer in the manner indicated on the Proposal Form. The official address of the joint venture shall be shown.
- 11.8. All names shall be typed below the signature.
- 11.9. The Proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Proposal Form.
- 11.10. Postal and e-mail addresses and telephone number for communications regarding the Proposal shall be shown.
- 11.11. Evidence of authority to conduct business as a Nonresident Offeror in the state of Texas shall be provided in accordance with Section 5.3 – Vendor Compliance to State Law Non Resident Offeror.

12. Submission of Proposals

- 12.1. Only electronic proposals will be accepted.

- 12.2. Proposals shall be submitted on the prescribed Proposal Form, provided with the Proposal Documents, at the time and place indicated in the Advertisement or INVITATION TO OFFERORS.

13. Modification and Withdrawal of Proposals

- 13.1. Submitted Proposals may be withdrawn in Bonfire prior to the time set for Proposal opening. After all Proposals are opened and publicly read aloud, no proposals may be withdrawn.

14. Opening of Proposals

- 14.1. Proposals will be opened, and the name of each Offeror will be read aloud publicly at the place where Proposals are to be submitted. **An abstract of the amounts of the base price proposals and major alternates (if any) will be made available to Offerors only after Proposals have been evaluated in accordance with this Section.**

15. Proposals to Remain Subject to Acceptance

- 15.1. All Proposals will remain subject to acceptance for the time period specified for Notice of Award and execution and delivery of a complete Agreement by Successful Offeror. City may, at City's sole discretion, release any Proposal and nullify the Proposal security prior to that date.

16. Rejection of Proposals

- 16.1. The City reserves the right to reject any or all Proposals, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Proposals and to reject the Proposal of any Offeror if City believes that it would not be in the best interest of the Project to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

17. Disqualification of Proposals

- 17.1. The City reserves the right to waive informalities in a Proposal not involving price. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.2. Any of the following **shall** be cause to disqualify a Proposal:
- 17.2.1. The Proposal is not signed by a person empowered to bind the Offeror.
- 17.2.2. The Proposal is not accompanied by an acceptable Offeror's Bond, with Power of Attorney attached.

- 17.2.3. The Proposal is submitted by an Offeror that has submitted more than one Proposal.
- 17.2.4. There is evidence of collusion between the Offeror submitting the Proposal and one or more other Offerors.
- 17.2.5. The Offeror did not attend or have an authorized agent attend a mandatory Pre-Proposal Conference, if applicable.
- 17.2.6. The Offeror is under debarment or suspension by the Owner.
- 17.2.7. The Offeror or a principal of the Offeror is currently debarred or suspended by a Federal, State or local governmental agency. (Applicable for Proposal amounts equal to or in excess of \$25,000.00)
- 17.2.8. The Offeror is an interested party to any litigation against City, or City or Offeror may have a claim against the other or be engaged in litigation, or Offeror is in arrears on any existing contract or has defaulted on a previous contract.
- 17.2.9. The Offeror has performed a prior contract in an unsatisfactory manner.
- 17.2.10. The Offeror has uncompleted work which in the judgement of the City will prevent or hinder the prompt completion of additional work if awarded.
- 17.2.11. Incompleteness or an omission, alteration of form, or addition, or the inclusion of a qualification or condition not called for or authorized in the Proposal Documents.
- 17.2.12. Ambiguity or lack of clarity in a Proposal, in which case the City reserves the right to interpret the Proposal in the most advantageous manner for the City, or to reject the Proposal.
- 17.2.13. Failure to acknowledge receipt of Addenda.
- 17.2.14. Failure to identify a dollar amount for one or more unit prices required to be provided in the Unit Price Proposal Form.
- 17.2.15. Failure to submit post-Proposal information within the allotted time(s).
- 17.2.16. Failure to timely execute and deliver the Contract to the City after award.

18. Evaluation of Proposals

- 18.1. Proposals will be evaluated by a Selection Team from the relevant City Departments. The Selection Team will score the received Proposals based on the evaluation criteria below to determine the Offeror that provides the Best Value.
 - 18.1.1. In evaluating a Proposal from a Nonresident Offeror, Proposal Prices and/or evaluation scores will be adjusted to the extent practicable to offset the advantage, if any, the Nonresident Offeror would have over a Texas-resident offeror in the Nonresident Offeror's state.
 - 18.1.2. The City will process and evaluate the received Proposals expeditiously, based on the evaluation criteria below to determine the Offeror that provides the Best Value for the City. The City will not be liable to any Offeror, however, for any delays in connection with the evaluation, award or execution of the Contract.
- 18.2. Evaluation shall be based on the highest scoring of the Proposals with a maximum score of 100 points apportioned as follows:

Evaluation Criteria	Points	Requirements
Proposal Price	40	10.2 & 18.3.1
Firm Profile, Financial Capability, and history of projects in similar size and scope	15	10.3 & 18.3.2
Offeror's Key Personnel	20	10.4 & 18.3.3
Project Approach - Detailed Schedule, Phasing Plan, and Written Plan to achieve Substantial and Final Acceptance within the Contract Time	20	10.5 & 18.3.4
Compliance with RFCSP	5	10,11,12
Maximum Score:		100

18.3. Evaluation criteria will be as follows:

18.3.1. Proposal Price (40 Points): Points for Proposal Price shall be based on prices submitted by Offerors. The lowest responsible Offeror's Proposal Price receive the highest score in this category. All other Offeror's Proposal Prices will receive decreasing points in order of increasing Proposal Price.

18.3.2. Firm Profile and Financial Capability (15 Points): Points will be awarded based on the Offeror's experience relevant to this Project, the reputation of the Offeror in performance of similar past projects, and overall reputation and experience of the Offeror. The City will evaluate the projects submitted in accordance with the Submittal Requirements Paragraph, to determine relevancy to the specified scope of this Project and review the Offeror's performance on the submitted projects. The City may contact the references provided by the Offeror, as well as any other additional references, as may be necessary to verify the qualifications, experience, and reputation of the Offeror.

18.3.2.1. List the categories of work that your organization normally performs with its own forces. At this point, do you anticipate self-performing any work or bidding all construction work to subcontractors?

18.3.2.2. Demonstrate ability to meet bonding and insurance requirements

18.3.2.3. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

18.3.2.4. Has your organization ever failed to complete any work awarded to it? (If that answer is yes, please attach details.)

18.3.2.5. Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last 5 years? (If the answer is yes, please attach details.)

18.3.2.6. Has your organization, whether under its current or previous names, filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? (If the answer is yes, please attach details.)

18.3.2.7. Within the last 5 years, has any officer or principal of your organization

ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

- 18.3.2.8. List construction projects your organization has in progress giving the name and location of project, owner, engineer, contract amount, percent complete and scheduled completion date
- 18.3.2.9. Has your organization, an officer, or principal violated or been required to invoke a payment or performance bond? (If the answer is yes, please attach details.)

18.3.3. Offeror's Key Project Staff & Subcontractors (20 Points): Key Staff will be awarded points for the listed role and responsibility that the resume demonstrates with a maximum score of twenty (20) points.

- 18.3.3.1. Provide an organizational chart for proposed Project personnel (including contractors, if applicable)
- 18.3.3.2. Provide key personnel proposed for this Project (names, proposed roles, relevant licensure/certifications, office locations, and resume summaries (1 page max per person)
- 18.3.3.3. Provide proposed staff availability to perform services on this Project
- 18.3.3.4. Provide the proposed project manager's experience with similar size projects

18.3.4. Project Approach – Detailed Schedule and Written Plan to achieve Substantial Completion and Final Acceptance within the Contract Time (20 Points): The schedule and plan should clearly show the Critical Path and Preliminary Phasing, and the means and methods the Offeror will use to achieve Substantial Completion and Final Acceptance within the Contract Time. Scoring will be based on the Offeror's ability to communicate the plan and schedule.

18.3.5. Compliance with CSP (5 Points).

- 18.4. City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Contract Documents or upon the request of the City. City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- 18.5. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of Offerors, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.
- 18.6. Contractor shall perform with his own organization, work of a minimum value of 35% of the total Contract Price and demonstrate this in Section 5.4 – Proposed Subcontractors Form, unless otherwise approved by the City. Contractor shall complete and submit Section 5.4 – Proposed Subcontractors Form.

19. Award of Contract

- 19.1. If the Contract is to be awarded, it will be awarded to the Offeror whose evaluation by City indicates that the Award will provide the Best Value for the City.
- 19.2. Pursuant to Texas Government Code Chapter 2252.001, the City will not award contract to a Nonresident Offeror unless the Nonresident Offeror's Proposal is lower than the lowest Proposal submitted by a responsible Texas Offeror by the same amount that a Texas resident Offeror would be required to underbid a Nonresident Offeror to obtain a comparable contract in the state in which the nonresident's principal place of business is located.
- 19.3. A contract is not awarded until formal City Council authorization. If the Contract is to be awarded, City will award the Contract within 120 days after the day of the Proposal opening unless extended in writing. No other act of City or others will constitute acceptance of a Proposal. Upon the contractor award a Notice of Award will be issued by the City.
- 19.4. Failure or refusal to comply with the requirements may result in rejection of Proposal.
- 19.5. Contractor is required to fill out the Certificate of Interested Parties Form 1295 and the form must be submitted to the City Project Manager before the contract will be presented to the City Council. The form can be obtained at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.
- 19.6. Additional approvals could be required if outside funding is used.

20. Signing of Agreement

- 20.1. When City issues a Notice of Award to the Successful Offeror, it will be accompanied by the required number of unsigned counterparts of the Agreement. Within 14 days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement to City with the required Bonds, Certificates of Insurance, and all other required documentation. City shall thereafter deliver one fully signed counterpart to Contractor.

21. Performance, Payment, and Maintenance Bonds

- 21.1. Performance, Payment and Maintenance Bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the contract Documents. Bonds shall be executed by a surety company acceptable to and approved by the City of Burleson, Texas, authorized to do business in the State of Texas and acceptable for underwriting of risks as indicated by the latest revision, Treasury Department Circular 570, listing acceptable sureties on Federal Bonds. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in the Special Conditions.

22. Standard Specifications

- 22.1. All work for this project including but not limited to all grading, utility and paving improvements described in the Proposal and Construction Drawings shall be performed in accordance with the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION as issued by the North Central Texas Council of Government (NCTCOG); the latest edition with any revisions as may be modified by the special conditions of this Contract.
- 22.2. Asphaltic concrete and standard concrete pavement improvements done within TxDOT right of way, shall be done in accordance with the STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS, AND BRIDGES as issued by The Texas Department of Transportation; the latest edition with any revisions as may be modified by the special conditions of this Contract.

END OF SECTION

SECTION NO. 3.0

**PREVAILING WAGE RATES FOR MUNICIPAL
CONSTRUCTION IN BURLESON, TEXAS**

The rates below have been determined by the City of Burleson, Texas, in accordance with the statutory requirements and prevailing local wages:

<u>CLASSIFICATION</u>	<u>RATE</u>
Air Tool Operator	9.00
Asphalt Raker	8.50
Asphalt Shoveler.....	7.50
Batching Plant Weigher	9.65
Batterboard Setter	9.50
Carpenter	12.00
Concrete Finisher-Paving	10.50
Concrete Finisher-Structures.....	9.83
Concrete Rubber.....	8.84
Electrician	14.69
Flagger.....	7.55
Form Builder-Structures	9.82
Form Liner-Paving & Curb.....	9.50
Form Setter-Paving & Curb	9.50
Form Setter-Structures.....	9.75
Laborer-Common	7.50
Laborer-Utility	8.00
Manhole Builder	13.00
Mechanic	12.50
Oiler	11.00
Servicer	9.41
Painter-Structures.....	11.00
Piledriver	9.60
Pipe Layer	9.00
Blaster.....	11.50
Asphalt Distributor Operator.....	10.29
Asphalt Paving Machine	10.30
Broom or Sweeper Operator.....	8.50
Bulldozer, 150 HP & Less.....	10.74
Bulldozer, Over 150 HP.....	12.00
Concrete Paving Curing Machine.....	9.25
Concrete Paving Finishing Machine.....	11.13
Concrete Paving Form Grader.....	9.50
Concrete Paving Joint Machine	10.42
Concrete Paving Joint Sealer	8.00
Concrete Paving Float.....	9.00
Concrete Paving Saw.....	10.53
Concrete Paving Spreader	10.50
Paving Sub-Grader	12.00
Slipform Machine Operator.....	9.92
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel less than 1½ C.Y.	11.04

CLASSIFICATION

RATE

Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel 1½ C.Y. & Over.....	11.52
Crusher or Screening Plant Operator.....	11.40
Form Loader.....	9.50
Foundation Drill Operator, Crawler Mounted.....	10.00
Foundation Drill Operator, Truck Mounted.....	11.83
Foundation Drill Operator, Helper-Truck/Crawler.....	8.75
Front End Loader 2½ C.Y. or Less.....	10.00
Front End Loader Over 2½ C.Y.	10.80
Hoist - Double Drum.....	10.25
Milling Machine Operator.....	8.62
Mixer (Over 16 C.F.).....	10.30
Mixer (16 C.F. & Less).....	10.50
Mixer - Concrete Paving.....	12.50
Motor Grader Operator Fine Grade.....	12.31
Motor Grader Operator.....	10.96
Pavement Marking Machine.....	7.32
Roller, Steel Wheel Plant - Mix Pavements.....	9.06
Roller, Steel Wheel Other Flatwheel or Tamping.....	8.75
Roller, Pneumatic, Self-Propelled.....	8.48
Scraper - 17 C.Y. & Less.....	9.63
Scraper - Over 17 C.Y.....	12.50
Side Boom.....	9.74
Tractor-Crawler Type 150 HP & Less.....	10.58
Tractor-Crawler Type Over 150 HP.....	13.50
Tractor - Pneumatic.....	9.15
Traveling Mixer.....	8.83
Trenching Machine - Light.....	9.50
Trenching Machine - Heavy.....	10.75
Post Hole Driller Operator.....	10.00
Wagon-Drill, Boring Machine.....	9.50
Reinforcing Steel Setter Paving.....	9.00
Reinforcing Steel Setter, Structures.....	13.00
Reinforcing Steel Setter Helper.....	7.50
Steel Worker - Structural.....	13.70
Sign Erector.....	13.70
Spreader Box Operator.....	10.00
Barricade Servicer Zone Work.....	7.70
Mounted Sign Installer, Permanent Ground.....	10.00
Truck Driver - Single Axle Light.....	9.00
Truck Driver - Single Axle Heavy.....	9.64
Truck Driver - Tandem Axle, Semi-Trailer.....	10.22
Truck Driver - Lowboy/Float.....	11.00
Truck Driver - Transit Mix.....	9.47
Truck Driver - Winch.....	9.00
Vibrator Operator.....	8.50
Water Meter Setter.....	9.00
Welder.....	10.50

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

AFFIDAVIT

"My name is _____. I am of sound mind and capable of making this affidavit.

"I am a _____ for the _____
(title) (Company Name)

which company entered into a contract on the ____ day of _____, 20____, to construct _____ Burleson Westside Business Park Lift Station, Forcemain and Sanitary Sewer _____,
(Name of Project)

in the City of Burleson, Texas, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

AFFIANT

"BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to this affidavit; and being by me first duly sworn, upon oath.

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

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

Offeror Acknowledgement

Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to the City of Burleson.

Yes, we agree

No, we do not agree

Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Burleson.

Yes, we agree

No, we do not agree

Compliance with SB 13: Proposer agrees per SB 13 vendor does not boycott energy companies as those terms are defined in the Texas Government Code § 809.001, and will not boycott energy companies during the term of any contract with the City of Burleson.

Yes, we agree

No, we do not agree

Compliance with SB 19: Proposer agrees per SB 19 vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in the Texas Government Code § 2274.001, and that vendor will not so discriminate during the term of any contract with the City of Burleson.

Yes, we agree

No, we do not agree

I acknowledge that my signature affixed hereto verifies that I have read and understood the contents of this document, and I affirm the accuracy and truthfulness of the information provided therein

Vendor: _____

By: _____

Name: _____

Title: _____

Date: _____

SECTION 5.0**PROPOSAL FORM – COMPETITIVE SEALED PROPOSAL**

TO: City of Burleson
141 W. Renfro St.
Burleson, TX 76028

FOR: Burleson Westside Business Park Lift Station, Force Main and Sanitary Sewer

1 Enter into Agreement

The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City in the form included in the Proposal Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Unit Price Proposal and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2 OFFEROR Acknowledgements and Certification

- 2.1 In submitting this Proposal, Offeror accepts all of the terms and conditions of the INVITATION TO OFFERORS and INSTRUCTIONS TO OFFERORS, including without limitation those dealing with the disposition of Offeror's Bond.
- 2.2 Offeror is aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within 14 days of notification of award.
- 2.3 Offeror certifies that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- 2.4 Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal.
- 2.5 Offeror has not solicited or induced any individual or entity to refrain from proposing.
- 2.6 Offeror has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process.
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of City (b) to establish proposal prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition.
 - c. "collusive practice" means a scheme or arrangement between two or more Offerors, with or without the knowledge of City, a purpose of which is to establish proposal prices at artificial, non-competitive levels.
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

3 Time of Completion

- 3.1 The Work will be Substantially Complete as defined in the Supplementary Conditions within ***Three Hundred Sixty-Five (365)*** Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Sections 11A and 11B.
- 3.2 The Work will be complete for Final Acceptance within ***Four Hundred (400)*** Days after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Sections 11A and 11B.
- 3.3 Offeror accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to obtain Milestones (if applicable), Substantial Completion, and Final Acceptance within the times specified in the Agreement.

4 Attached to this Proposal

- 4.1 The following documents are attached to and made a part of this Proposal:
 - a. Proposal (Including past experience, key personnel resume, detailed schedule as outlined in Sections 10 & 11
 - b. Affidavit Against Prohibited Acts
 - c. Conflict of Interest Form
 - d. Offeror Acknowledgement
 - e. Offeror’s Bond
 - f. Vendor Compliance to State Law – Non-resident Offeror
 - g. Proposed Subcontractors Form
 - h. W9
 - i. This proposal form
 - j. Any additional documents required in Instructions to Offerors

5 Total Proposal Amount

- 5.1 Offeror will complete the Work in accordance with the Contract Documents for the following proposal amount. In the space provided below, please enter the total proposed amount for this project.
- 5.2 It is understood and agreed by the Offeror in signing this proposal that the total proposed amount entered below is subject to verification and/or modification by multiplying the unit prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

Total Proposal Amount: \$ _____

Respectfully submitted,

By: _____
(Signature)

(Printed Name)

Title: _____

Company: _____

Address: _____

State of Incorporation: _____

Email: _____

Phone: _____

Receipt is acknowledged of the following Addenda:	Initial
Addenda No. 1:	
Addenda No. 2:	
Addenda No. 3:	
Addenda No. 4:	
Addenda No. 5:	

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
BASE BID UNIT 1					
1	Mobilization, Bonding, and Insurance	1	LS		
				\$	
	dollars and	cents per unit			
2	Staking/Survey	1	LS		
				\$	
	dollars and	cents per unit			
3	Testing	1	LS		
				\$	
	dollars and	cents per unit			
4	Temporary Erosion, Sediment, & Water Pollution Prevention Plan	1	LS		
				\$	
	dollars and	cents per unit			
5	Traffic Control	4	MO		
				\$	
	dollars and	cents per unit			
6	Site Clearing and Preparation	1	LS		
				\$	
	dollars and	cents per unit			
7	21-inch ASTM F679 PS115 PVC Sanitary Sewer Pipe (By Open Cut)	1,076	LF		
				\$	
	dollars and	cents per unit			
8	21-Inch ASTM F679 PS115 PVC Sanitary Sewer Pipe (Carrier Pipe)	40	LF		
				\$	
	dollars and	cents per unit			
9	18-Inch ASTM F679 PS115 PVC Sanitary Sewer Pipe (By Open Cut)	3,464	LF		
				\$	
	dollars and	cents per unit			
10	18-Inch ASTM F679 PS115 PVC Sanitary Sewer Pipe (Carrier Pipe)	20	LF		
				\$	
	dollars and	cents per unit			

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
BASE BID UNIT 1					
11	15-Inch ASTM F679 PS115 PVC Sanitary Sewer Pipe (By Open Cut)	775	LF		
	dollars and		cents per unit	\$	
12	15-Inch ASTM F679 PS115 PVC Sanitary Sewer Pipe (Carrier Pipe)	40	LF		
	dollars and		cents per unit	\$	
13	16-Inch HDPE DIPS DR 13.5 Force Main Pipe (By Open Cut)	9,114	LF		
	dollars and		cents per unit	\$	
14	16-Inch HDPE DIPS DR 13.5 Force Main Pipe (Carrier Pipe)	370	LF		
	dollars and		cents per unit	\$	
15	Cement Stabilized Backfill	90	LF		
	dollars and		cents per unit	\$	
16	16-Inch Eccentric Plug Valve w/ Box	4	EA		
	dollars and		cents per unit	\$	
17	30-Inch Steel Casing Pipe (0.5") (By Auger Bore)	20	LF		
	dollars and		cents per unit	\$	
18	27-Inch Steel Casing Pipe (0.5") (By Auger Bore)	40	LF		
	dollars and		cents per unit	\$	
19	24-Inch Steel Casing Pipe (0.5") (By Auger Bore)	370	LF		
	dollars and		cents per unit	\$	
20	3-Inch Combination Air/Vacuum Release Valve w/ Vault	3	EA		
	dollars and		cents per unit	\$	

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
BASE BID UNIT 1					
21	6' Diameter Standard Manhole	3	EA		
				\$	
	dollars and	cents per unit			
22	6' Diameter Polymer Concrete Manhole	1	EA		
				\$	
	dollars and	cents per unit			
23	5' Diameter Standard Concrete Manhole	14	EA		
				\$	
	dollars and	cents per unit			
24	6' Extra Depth Standard Manhole (above 6' standard depth)	19	VF		
				\$	
	dollars and	cents per unit			
25	6' Extra Depth Polymer Concrete Manhole (above 6' standard depth)	9	VF		
				\$	
	dollars and	cents per unit			
26	5' Extra Depth Standard Manhole (above 6' standard depth)	130	VF		
				\$	
	dollars and	cents per unit			
27	Vacuum Testing of Sanitary Sewer Manholes	18	EA		
				\$	
	dollars and	cents per unit			
28	Post-Construction TV Inspection	5,415	LF		
				\$	
	dollars and	cents per unit			
29	Trench Safety	14,899	LF		
				\$	
	dollars and	cents per unit			
30	Hydromulch Seeding	41,800	SY		
				\$	
	dollars and	cents per unit			

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
BASE BID UNIT 1					
31	Topsoil	2,300	CY		
	dollars and	cents per unit		\$	
32	Asphalt Pavement Repair, Mill & Overlay 1/2 width of existing CR 914 where force main or gravity sanitary sewer is installed	1,983	SY		
	dollars and	cents per unit		\$	
33	#12 AWG Insulated Tracer Wire per specs; including required grounding terminals	14,899	LF		
	dollars and	cents per unit		\$	
LIFT STATION - MECHANICAL / PROCESS COMPONENTS					
34	16' Polymer Concrete Wet Well	1	EA		
	dollars and	cents per unit		\$	
35	60" Polymer Concrete MH	1	EA		
	dollars and	cents per unit		\$	
36	Metering Precast MH	1	EA		
	dollars and	cents per unit		\$	
37	Valve Vault	1	EA		
	dollars and	cents per unit		\$	
38	Submersible Sewage Pumps (125 HP)	3	EA		
	dollars and	cents per unit		\$	
39	Air Release Valves (Pump Discharge)	2	EA		
	dollars and	cents per unit		\$	
40	12" Plug Valves	3	EA		
	dollars and	cents per unit		\$	

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
BASE BID UNIT 1					
41	12" Check Valves	2	EA		
				\$	
	dollars and	cents per unit			
42	Odor Control Unit	1	EA		
				\$	
	dollars and	cents per unit			
43	Backflow Preventer Assembly	1	EA		
				\$	
	dollars and	cents per unit			
44	Hose Bib Assembly	1	EA		
				\$	
	dollars and	cents per unit			
45	18" SS PVC SDR 26	24	LF		
				\$	
	dollars and	cents per unit			
46	8" SS PVC SDR 26	36	LF		
				\$	
	dollars and	cents per unit			
47	12" FM SSTP SCH 40	55	LF		
				\$	
	dollars and	cents per unit			
48	12" FM CLASS 350 DIP	55	LF		
				\$	
	dollars and	cents per unit			
49	16" FM CLASS 350 DIP	44	LF		
				\$	
	dollars and	cents per unit			
50	16" FM HDPE DR 13.5	52	LF		
				\$	
	dollars and	cents per unit			

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
BASE BID UNIT 1					
51	ACCESS GATE ASSEMBLY	1	EA		
				\$	
	dollars and	cents per unit			
52	PERIMETER FENCING	400	LF		
				\$	
	dollars and	cents per unit			
LIFT STATION - ELECTRICAL / INSTRUMENTATION COMPONENTS					
53	HEATING BOX	1	EA		
				\$	
	dollars and	cents per unit			
54	LOCAL CONTROL PANEL	1	EA		
				\$	
	dollars and	cents per unit			
55	497 kW GENERATOR SET	1	EA		
				\$	
	dollars and	cents per unit			
56	LEVEL TRANSDUCER	1	EA		
				\$	
	dollars and	cents per unit			
57	FLOATS	4	EA		
				\$	
	dollars and	cents per unit			
58	ATS	1	EA		
				\$	
	dollars and	cents per unit			
59	SES	1	EA		
				\$	
	dollars and	cents per unit			
60	480V PDP	1	EA		
				\$	
	dollars and	cents per unit			

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
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BASE BID UNIT 1

61	120V LIGHTING PANEL	1	EA		
				\$	
	dollars and	cents per unit			
62	15KVA TRANSFORMER	1	EA		
				\$	
	dollars and	cents per unit			
63	PULL BOXES	4	EA		
				\$	
	dollars and	cents per unit			
64	GATE OPERATOR	1	EA		
				\$	
	dollars and	cents per unit			
65	PLC PANEL	1	EA		
				\$	
	dollars and	cents per unit			
66	LIGHT FIXTURES/LIGHT POLES	1	LS		
				\$	
	dollars and	cents per unit			
67	ELECTRICAL DUCTBANK	1	LS		
				\$	
	dollars and	cents per unit			
68	GROUNDING	1	LS		
				\$	
	dollars and	cents per unit			
69	CONDUIT	1	LS		
				\$	
	dollars and	cents per unit			
70	CONDUCTORS	1	LS		
				\$	
	dollars and	cents per unit			

Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price (\$)	Amount Bid
BASE BID UNIT 1					
71	CELLULAR ANTENNAE	1	EA		
	dollars and	cents per unit		\$	
72	PROGRAMMING	1	LS		
	dollars and	cents per unit		\$	
73	12" FLOW METER	1	EA		
	dollars and	cents per unit		\$	
74	PRESSURE INDICATOR TRANSMITTERS	3	EA		
	dollars and	cents per unit		\$	
LIFT STATION - CONCRETE PAVING AND PADS					
75	CONCRETE PAVING	82	CY		
	dollars and	cents per unit		\$	
76	EQUIPMENT PADS	6	CY		
	dollars and	cents per unit		\$	
77	Allowance - Coserv Electrical Service Coordination	1	LS	\$ 15,000.00	
	Fifteen thousand				
	dollars and	cents per unit			
78	Contingency Allowance	1	LS	\$ 100,000.00	
	dollars and	cents per unit			

BASE BID (ITEMS 1-78) \$ _____
(words and figures)

_____ **DOLLARS**

_____ **CENTS**

ALTERNATIVES – NOT IN BASE BID

79	ALTERNATIVE - Grading upstream of Lift Station Site per MMA Grading Plan	1	LS		
	dollars and	cents per unit		\$	
80	ALTERNATIVE - Traffic Control along CR 914 from CR 1020 to CR 914A during force main and downstream gravity sanitary sewer installation. Closure of traffic at this intersection is to be avoided.	1	LS		
	dollars and	cents per unit		\$	
81	ALTERNATIVE - Asphalt Pavement Repair, Mill & Overlay entire width of existing CR 914 where force main or gravity sanitary sewer is installed	3,965	SY		
	dollars and	cents per unit			

SECTION 5.1
OFFEROR'S BOND - CSP

KNOW ALL BY THESE PRESENTS:

That we, (Offeror Name) _____,
known as "Principal" herein, and (Surety Name) _____, a
corporate surety duly authorized to do business in the State of Texas, known as "Surety" herein,
are held and firmly bound unto the City of Burleson, a Texas home-rule municipal corporation
created pursuant to the laws of Texas, known as "City" herein, in the penal sum of five percent
(5%) of Offeror's maximum proposal price, in lawful money of the United States, to be paid in
Burleson, Johnson County, Texas for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a proposal to perform work for the following
project designated as

Burleson Westside Business Park Lift Station, Force Main, and Sanitary Sewer

NOW, THEREFORE, the condition of this obligation is such that if the City shall
award the Contract for the foregoing project to the Principal, and the Principal shall satisfy all
requirements and conditions required for the execution of the Contract and shall enter into the
Contract in writing with the City in accordance with the terms of such same, then this obligation
shall be and become null and void. If, however, the Principal fails to execute such Contract in
accordance with the terms of same or fails to satisfy all requirements and conditions required for
the execution of the Contract, this bond shall become the property of the City, without recourse of
the Principal and/or Surety, not to exceed the penalty hereof, and shall be used to compensate
City for the difference between Principal's total proposal amount and the next selected offeror's
total proposal amount.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in
the state district court of Johnson County, Texas.

IN WITNESS WHEREOF, the Principal and the Surety have SIGNED and SEALED this instrument by duly authorized agents and officers on this the _____ day of _____, 20__.

By: _____
(Principal Name)

(Signature and Title of Principal)

*By: _____
(Surety Name)

(Signature of Attorney-in-Fact)

*Attach Power of Attorney (Surety) for Attorney-in-Fact

Impressed
Surety Seal
Only

END OF SECTION

SECTION 5.2

VENDOR COMPLIANCE TO STATE LAW NON-RESIDENT OFFEROR - CSP

Texas Government Code Chapter 2252 was adopted for the award of contracts to nonresident offerors. This law provides that, in order to be awarded a best value contract where the offeror also offered the lowest proposal price, nonresident offerors (out-of-state contractors whose corporate offices or principal place of business are outside the State of Texas) propose on projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident offeror by the same amount that a Texas resident offeror would be required to underbid a nonresident offeror in order to obtain a comparable contract in the State which the nonresident's principal place of business is located.

The appropriate blanks in Section A must be filled out by all nonresident offerors in order for your proposal to meet specifications. The failure of nonresident offerors to do so will automatically disqualify that offeror. Resident offerors must check the box in Section B.

A. Nonresident offerors in the State of _____, our principal place of business, are required to be _____ percent lower than resident offerors by State Law. A copy of the statute is attached.

Nonresident offerors in the State of _____, our principal place of business, are not required to underbid resident Offerors.

B. The principal place of business of our company or our parent company or majority owner is in the State of Texas.

OFFEROR:

Company By: _____
(Please Print)

Address Signature: _____

City/State/Zip Title: _____
(Please Print)

Date: _____

END OF SECTION

SECTION 5.3
PROPOSED SUBCONTRACTORS FORM - CSP

Each Offeror for a City procurement is required to complete the information below by identifying the proposed subcontractors whom they intend to utilize and the approximate percentage of the overall contract that will be allocated to each entity. Offeror is reminded that a minimum of **35%** of the Contract must be performed by Offeror's company.

Company Name	Type of Work to be Performed	Overall Contract Percentage (%)
General Contractor:		
Subcontractors:		

The undersigned hereby certifies that the subcontractors described in the table above will be utilized for this project at the approximate percentage levels indicated above.

OFFEROR:

_____ By: _____
 Company (Please Print)

_____ Signature: _____
 Address

_____ Title: _____
 City/State/Zip (Please Print)

Date: _____

END OF SECTION

STATE OF TEXAS §

CONTRACT

COUNTY OF JOHNSON §

This Contract, made and entered into this ___ day of _____, 20___, by and between the City of Burleson, hereinafter called "Owner," and _____, hereinafter called "Contractor."

W I T N E S S E T H:

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

Burleson Westside Business Park Lift Station, Forcemain and Sanitary Sewer

City of Burleson Project No. DV2401

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

The Contractor hereby agrees to commence work on or after the date established for the start of work as set forth in a written notice to do so shall have been given to him or her and to complete all work within the time stated in the Proposal, subject to such extensions of time as are provided by the General and Special Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided by the General and Special Conditions.

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

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

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

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

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of Owner in the performance of this

Contract. No term or provision of, or act of Contractor or Owner under this Contract shall be construed as changing that status.

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

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

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

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

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

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:
The City of Burleson

CITY OF BURLESON, TEXAS

By: _____

By: _____

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

Corporate Acknowledgment

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

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

Notary Public In and For the State of Texas

Notary's Printed Name

My Commission Expires: _____
THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

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

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

Notary Public In and For the State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

PERFORMANCE BOND

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS: That _____
of the City of _____, County of _____
State of _____ hereinafter referred to as "PRINCIPAL," and

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal Entity located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$ _____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the CITY dated the ____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Burleson Westside Business Park Lift Station, Forceman and Sanitary Sewer

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and

fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that the CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20__.

WITNESS

PRINCIPAL

By _____
Signature

By _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS

SURETY

By _____
Signature

By _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

THE STATE OF TEXAS §

PAYMENT BOND

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

That _____ of the City of _____, County of _____, State of _____ hereinafter referred to as "PRINCIPAL," and _____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ DOLLARS (\$_____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with the CITY, dated the day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Burleson Westside Business Park Lift Station, Forcemain and Sanitary Sewer

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and materials in the prosecution of the work provided for in the above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that such SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Johnson Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20__.

WITNESS

PRINCIPAL

By _____
Signature

By _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS

SURETY

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

The Resident Agent of the SURETY in _____ County, Texas, for
delivery of notice and service of process is:

NAME _____

ADDRESS _____

NOTE: Date of Payment Bond must NOT be prior to date of Contract.

THE STATE OF TEXAS §
COUNTY OF JOHNSON §

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That _____ of the City of _____, County of _____, State of _____ hereinafter referred to as "PRINCIPAL," and _____, a corporate Surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of _____ DOLLARS (\$ _____), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with RA DEVELOPMENT, dated the ____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Burleson Westside Business Park Lift Station, Forcemain and Sanitary Sewer

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the

same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20____.

WITNESS

PRINCIPAL

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____

Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____

Signature

Typed/Printed Name

Title

Address

City State Zip

Section 10.0

CONTRACTOR’S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS)
COUNTY OF _____)

CONTRACTOR’S AFFIDAVIT OF
FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____
 (“Affiant”), who, after being by me duly sworn, deposes and says that he is _____
 _____, _____ (office held) of _____
 (corporation, partnership, trade name) of _____ (County, State Texas)
 (the “Contractor”), which said Contractor was awarded the contract dated the _____ day of _____,
 20____, for the construction of _____ (the “Work”), for a total
 consideration of _____ (Dollars to be paid to the said Contractor (the
 “Contract”), and the Affiant has full power of authority to make this affidavit.

That _____ has received the request for final payment on said Work, and that the said
 Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas
 Property Code, and Article 5160 of the Revised Civil Statutes of the State of Texas, or any other applicable
 statutes or charter provisions, and that all just bills for labor and materials have been paid and charged by
 said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the City of Burleson (the City) the
 Contractor hereby accepts the amount of _____ Dollars as FULL
 AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right
 against the City arising out of or in any manner connected with the performance of the work and/or his
 Contract, including but not limited to claims of third parties that supplied material and/or labor for the
 Work for or through the Contractor (“Subcontractors”), as well as claims for delay, additional
 compensation or for recovery of liquidated damages which may have been withheld by the City. The
 Contractor shall defend, hold harmless and indemnify the City from any such claims of such
 Subcontractors. The Contractor further releases the City from any claim or liability arising from any act or
 neglect of the City related to or connected with the Contract, and shall not be deemed or alter or modify the
 terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ day of _____ 20____

(Notary Public, in and for the State of Texas)

(Printed Name of Notary)

My Commission Expires: _____

SPECIAL PROVISIONS

PART A – PAVING AND DRAINAGE SPECIFICATIONS

11A-1 PURPOSE OF SPECIAL PROVISIONS:

The project shall be constructed in accordance with the *Standard Specifications for Public Works Construction* as issued by the North Central Texas Council of Governments (NCTCOG), City of Burleson Standards and TxDOT standards as it may be amended from time to time, hereinafter referred to as the Standard Specifications. In the event of a conflict, the most restrictive standard will shall apply.

These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.

Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

References made to “TxDOT” items in this contract shall mean items in the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* as published by the Texas Department of Transportation in 2014, or most recent edition, Standard version only. There will be no Metric projects. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

11A-2 SCOPE OF WORK:

- A. The work governed by these drawings and contract documents is located in the city of Burleson, Texas and consists of the Burleson Westside Business Park Lift Station, Forcemain and Sanitary Sewer including all necessary appurtenances. The major work will consist of the construction of the lift station site. Approximately 9500 LF of 16” force main, 4250 LF of 14” force main, 1,000 LF of 21” sanitary sewer line, 4,700 LF of 18” thru 15” sanitary sewer line, and replacement of certain surface improvements, and repair of roadway where the sewer is being installed beneath pavement. The sewer and force main installation continues downstream from County Road 1019 in an easterly direction through various properties terminating at the intersection of County Road 914 and County Road 914A. All scope of work shall be installed complete and in place as outlined within the Contract Documents, Specifications and Drawings.

- B. The intent of the Contract Documents, including the Standard Specifications, Special Provisions & Projects, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.
- C. Horizontal and vertical control, if available, will be provided by the City prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection by the City or its authorized representative. Any provision of the agreement vesting in the City, the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City the right to control the details of the work.
- D. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.
- E. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.
- F. The City shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work; such employee shall be removed from the work and shall not again be employed on it.
- G. Under urgent circumstances, the City may orally require immediate removal of an employee for cause, to be followed by written confirmation.

11A-3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Burleson as joint beneficiaries as a condition of the contract, together with appropriate powers of attorney.
 - 1. **Performance, Payment, And Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Burleson. The period of

the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.

- 2. Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.
- 3. Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation	Statutory Limit
Employer's Liability	\$100,000 Each Occurrence
\$100,000 Disease – Each Employee	

Liability Insurance

Commercial General Liability \$1,000,000 Per Occurrence
(No standard coverages are to be excluded by endorsement.)

Automobile Liability Insurance

Commercial Auto Liability Policy \$ 500,000 Combined
(including coverage for owned, Single Limit hired, and non-owned autos)

Umbrella Liability

(Following Form and Drop Down \$2,000,000 Each Occurrence Provisions Included)

- B. It is agreed by all parties to this contract that the insurance required under this contract shall:
1. Be written with the City of Burleson as an additional insured.
 2. Provide thirty days notice of cancellation to the City of Burleson, for nonpayment of premium, material change, or any other cause.
 3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
 4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
 5. Provide a Certificate of Insurance evidencing the required coverages to:

The City of Burleson Public Works & Engineering Department.
141 W. Renfro Street
Burleson, TX 76028

- C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Burleson's property might be responsible or encumbered (less amounts withheld by the City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated the City. If a subcontractor refuses to furnish a release or waiver the City, the Contractor may furnish a bond satisfactory to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund

the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11A-4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers, agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes or action, and liability of every kind

including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Burleson his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Burleson from the consequences of City of Burleson's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's compensation acts or other employee benefit acts.

11A-5 ADDENDUM:

This section has been moved to "Instructions to Offerors."

11A-6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project.

Substantial Completion.

The Work will be Substantially Complete, within **Three Hundred Sixty-Five (365) Calendar Days** after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with Article 11 of the General Conditions. **Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.**

Final Acceptance.

The Work will be complete for Final Acceptance within **Four Hundred (400) Calendar Days** after the date when the Contract Time commences to run, which is the day indicated in the Notice to Proceed, plus any extension thereof allowed in accordance with these Special Provisions. **Final acceptance is defined as having completed all bid items included in the contract.**

Liquidated Damages:

Contractor recognizes that *time is of the essence* to achieve Milestones, Substantial Completion, and Final Acceptance of the Work, and City will suffer financial and other losses if the Work is not completed within the times specified in the Contract Documents. The Contractor will pay the City of Burleson liquidated damages per the schedule below for each **Calendar** day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Burleson and Contractor that liquidated damages per the schedule below is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

Substantial Completion: If the Contractor neglects, refuses, or fails to achieve Substantial Completion, as defined in the Supplementary Conditions, within the time (as duly adjusted pursuant to the Contract) specified above, Contractor shall pay City Five Hundred and no/100 Dollars (\$500.00) for each day that expires after such time, until Substantial Completion is achieved.

Final Acceptance: If Contractor neglects, refuse, or fails to complete the Work within the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.3, for completion and readiness for Final Payment, Contractor shall pay City Five Hundred and no/100 Dollars (\$500.00) for each day that expires after such time, until the date determined by City as stated in the City-issued Letter of Final Acceptance.

11A-7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

The Contract Documents furnished to the Contractor shows the number of calendar days allowed in the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement (change order). To be effective, all change orders must be approved by Contractor, the City, and the City Council of the City of Burleson.

Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.

Prior to beginning construction operations, the Contractor shall submit to the engineer a *Critical Path Method (CPM)* chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete

the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time. Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.

The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

- 1st Month - Reduction = 30% X work performed (Month Only)
- 2nd Month - Reduction = 40% X work performed (Month Only)
- 3rd Month - Reduction = 50% X work performed (Month Only)
- Subsequent Month - Reduction = 50% work performed (Month Only)

The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 10 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

11A-8 DELAYS:

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of the City or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, the City makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this contract it is required, expressly or otherwise, that the City shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City as to the time of such performance and the delay of City of Burleson in fulfilling such requirement shall not result in liability of any kind on the part of the City except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

11A-9 MONTHLY ESTIMATE:

Although Contractor estimates may be submitted on a monthly basis, the City does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is in the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made.

11A-9A RIGHT TO AUDIT:

CONTACTOR agrees that the City of Burleson ("City") shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that the City and CITY shall have access during normal working hours to

all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

11A-10 PREVAILING WAGE RATES:

The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 2 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 2. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 2 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City , the general contractor shall be responsible for submitting payroll information to the City for all employees performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to propose on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

11A-11 CONSTRUCTION WATER:

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by Johnson County Special Utility District (JCSUD) owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter and any additional fees required by JCSUD. The necessary application of water for dust shall be considered subsidiary to the other proposal items listed in SECTION 5 (PROPOSAL) of this contract.

11A-12 DETOURS AND BARRICADES:

The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a proposal item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.

Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices proposed for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A proposal item shall be included for furnishing, installing, maintaining and final removal of the asphalt.

Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following "*Traffic Control Device Detail*," which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

No direct compensation (unless proposal item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

11A-14 SALES TAX:

The City of Burleson qualifies as an exempt entity as defined by the statutes (Chapter 151.309) of the Tax Code of the State of Texas. The City's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

11A-15 ACCESS TO PRIVATE PROPERTIES:

The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices proposed. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.

The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

11A-15 CRUSHED ROCK BAD WEATHER PROTECTION:

During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. This specification is not considered a separate proposal item. It is considered subsidiary to other items in the proposal. Ingress and egress onto private and public property shall be maintained at all times when contractor is not working in the area.

11A-16 USE OF PRIVATE PROPERTY:

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. ***The Contractor shall not at any time use private water meters set for the property owners use without written permission of the property owner.*** Contractor is responsible for any and all damages to private property used for construction purposes.

11A-17 PROTECTION OF THE PUBLIC:

(COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.

Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

the City reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City shall be deducted from monies due or to become due to the Contractor.

11A-18 PROTECTION OF ADJACENT PROPERTY:

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-19 TESTING:

The Inspector, deemed necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of initial testing and any re-tests shall be paid for by the Contractor as follows:

1. *Sanitary Sewer Lines*
 - Trench backfill density
 - Pressure Testing of the Line
 - Manhole Vacuum Test

2. *Water Lines*
 - Trench Backfill Density
 - Pressure Testing of the Line
 - Line Sterilization

3. *Storm Drain*
 - Trench Backfill density

4. *Paving*
 - Lime or cement stabilized subgrade gradation and density
 - Mix design/plant control
 - Thickness test/coring
 - and additional tests to isolate deficient areas.

5. *Structures*
 - Mix design/plant control
 - Strength test/cylinders

The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City.

In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor shall be responsible for replacing any concrete that does not meet the requirements of the contract documents.

11A-20 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.

B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

11A-21 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

11A-22 EXISTING UTILITIES:

The Contractor will make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced **at the Contractor's expense.**

The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:

Utility	Representative	Phone Number	Email
ENLINK MIDSTREAM 480 South Courtney Road Calumet, OK 73104	Colin Bramm Senior Landman - OK&NTX	(405) 422-8919 O	Colin.Brammell@enlink.com
		(337) 322-0672 C	-
WILLIAMS PIPELINE	Will Lee	(682) 730-4880 O	willie.lee@williams.com

5601 East 1st Street Fort Worth, Texas 76103	Land Rep Sr.	(817) 648-9920	C	
DCP MIDSTREAM / SINCLAIR 3201 Quail Springs Parkway, Suite 100 Oklahoma City, OK 73134	Mike Patton Manager, Land & Right of Way - Midcon	(405) 605-3855 (281) 620-9955	O C	mpatton@dcpmidstram.com
ENERVEST OPERATING 449 S. I-35W Alvarado, Texas 76009	Joe Reitz Maintenance Foreman	(817) 212-3133 (817) 564-2256	O C	jreitz@enervest.net
UNITED COOPERATIVE - FIBER 2601 S. Burleson Blvd Burleson, Texas 76028	Patrick Fuller Outside Plant Coordinator	(817) 556-4081 (682) 459-7833	O C	patrick@ucs.net
UNITED COOPERATIVE - ELECTRIC 2601 S. Burleson Blvd Burleson, Texas 76028	Wes Burton Sr. Field Engineer	(817) 447-9292 (817) 782-8316	O C	wes@ucs.net
AT&T	Daniel Dunn Sr. Specialists-OSP Design Engineer	(817) 994-3700	C	dd5406@att.com
JCSUD (Water) 740 FM 3048 Joshua, Texas 76058	Tyler Lyles Water Operations Manager	(817) 760-5228 (817) 487-0516	O C	tlyles@jcsud.com
ATMOS	Talon Tucker Pipeline Engineer			Talon.tucker@atmosenergy.com
CHARTER	Chad Whitten			chad.whidden@charter.com
PATHWAY COM-TEL	Mark Elrod	(81) 748-4222		mark@usapathway.com
RA DEVELOPMENT, LTD 240 E Renfro St. Burleson, Texas 76028	Justin Bond	(817) 880-1220	C	justin@radev.biz
CITY OF BURLESON 141 W Renfro St. Burleson, Texas 76028	Michelle McCullough Asst Dir of PW & Engineering/City Engineer	(817) 426-9616 (817) 366-2612	O C	mmcullough@burlesontx.com
CITY OF BURLESON 141 W Renfro St. Burleson, Texas 76028	Errick Thompson Director of Public Works & Engineering	(817) 426-9610	O	ethompson@burlesontx.com

11A-23 PROTECTION & CLEANING OF EXISTING SEWERS

If the contractor, through any carelessness or negligence, obstructs the flow through any existing sewer within the limits of the project, the Public Works Department of the City of Burleson will provide the necessary equipment and labor to clean the obstructions(s) at a rate of Two Hundred Dollars (\$200.00) per hour with a two (2) hour minimum per location.

11A-24 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

See 11B-12

11A-25 RIGHT-OF-WAY PREPARATION (SITE CLEARING):

Right-of-way preparation shall be in accordance with NCTCOG Specification Item 203.3, General Site Preparation. "Preparing Right-of-Way" shall be measured on a lump-sum basis unless indicated otherwise. The lump sum proposed for this item shall not exceed 10 percent of the total amount proposed for the entire project. A prorated portion of the lump sum item shall be paid monthly until such work is completed. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. The Contractor should take special precautions to avoid damaging any trees outside the construction limits and any other trees which the engineer may designate to remain.

11A-26 ROADWAY EXCAVATION:

All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the NCTCOG Specifications, Division 200, 203.4, "Unclassified Street Excavation."

Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify the City in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.

It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No

separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

11A-27 UNCLASSIFIED STRUCTURAL EXCAVATION:

The excavation for the construction of the inlets, box culverts, and junction boxes is not classified. Payment for the excavation shall be subsidiary to the unit price proposed for each structure in the proposal.

11A-28 SITE GRADING:

All vegetation shall be removed from areas where fill is to be placed. Topsoil shall be grubbed, removed, and stockpiled. After the fill has been placed and compacted, the topsoil shall be spread to a thickness of six inches (6") in all proposed areas that require it. The topsoil shall be free from grass, roots, sticks, stones, or other foreign materials. After placement is complete, the surface of the topsoil shall be finished to a reasonably smooth surface so grass may be planted and maintained.

Site grading will be based on the elevations and grades shown on the Grading and Paving Drawings. Filling, construction of embankments, removal, stockpiling, and spreading topsoil and offsite disposal of excess material will be considered incidental and subsidiary to excavation and shall not be a separate pay item.

No extra payment shall be made for rock excavation or crushing rock material for placement in fill areas. This work shall be considered incidental to site grading and shall not be a separate pay item.

11A-29 COMPACTED ROADWAY FILL & EMBANKMENT:

All compacted roadway fill and embankments constructed on this project shall be in accordance with the NCTCOG Specifications, Division 200, 203.7, "Embankment", except as amended herein or as shown on the plans.

All fill material shall be compacted in lifts of loose depth not exceeding eight (8") inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. Each lift shall be tested before a subsequent lift is allowed to be placed. It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits and to dispose of any excess material not needed for constructing embankments to the established grade, shape of the typical sections shown on the plans, and detailed sections or slopes. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year

flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

No recycled soil will be allowed for use on this project without prior consent from the engineer.

The placement and compaction of fill material in roadway and embankment areas on this project shall be measured and paid for separately from the "Roadway Excavation". However, no separate payment will be made for the disposal of excess materials as mentioned above. Measurement for compacted roadway fill and embankment shall be for in-place embankment after compaction to the density specified on the plans. Measurement shall be in cubic yards as determined on the basis of the natural ground cross-section and the finished lines and grades as shown in the plans and computed by the method of average end areas from the project cross-section.

The price proposed per cubic yard for "Compacted Roadway Fill and Embankment" shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the embankment, including cost of water, sprinkling, wetting, and rolling in accordance with the plans and specifications.

11A-30 BORROW:

It is the Contractor's responsibility to locate a suitable source of select borrow material for completing any required fills on the project. Prior to using any offsite borrow material, the material must be approved by the City. The following will be required prior to approval:

- A. The Contractor must obtain a written, notarized certification from the landowner of each proposed borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials.
- B. The Contractor shall provide adequate testing to determine that the borrow source material is not contaminated with hazardous or toxic materials. The geotechnical engineer performing the testing for the Contractor shall notify the City in writing of his/her approval of the material. No recycled soil will be allowed for use on this project without prior consent from the engineer.
- C. Based on geotechnical testing performed on existing soil from the project site, a lime/cement application rate has been determined for subgrade stabilization as set forth in these Special Provisions. The quantities included in the PROPOSAL are based on the determined application rate. Before using any offsite borrow material for subgrade purposes, the Contractor shall provide necessary testing to determine the lime/cement

application rate for the proposed borrow material. The results of these tests shall be submitted to in writing by the geotechnical engineer performing the testing for the Contractor. If the lime/cement application rate required for the offsite borrow material is greater than the rate specified in these Special Provisions, the Contractor shall be responsible for the cost of the additional lime/cement required or locate an alternative borrow source. If the application rate required for the borrow material is less than the rate specified in these Special Provisions, the Contractor will be paid for the actual quantity of lime/cement used on the project.

- D. The Contractor shall provide testing (ASTM D 698) to determine the optimum density and moisture content for the borrow material if used as treated subgrade.
- E. The borrow material shall be tested for the presence of soluble sulfates. Any soil with a content of soluble sulfate in excess of 2000 ppm will not be approved.
- F. No organic material, trash, debris, trees, clippings or other deleterious material will be allowed in offsite borrow material.

11A-31 FILLING:

Fills shall be constructed at the locations and to the lines and grades indicated on the drawings. When rock excavation is used, it shall be broken or crushed so that the maximum dimension is four (4") inches. No rock will be allowed in the upper twelve (12") inches of the fill.

Equipment for compacting fills shall be sheepsfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.

The combined excavation and fill placing operation shall be blended sufficiently to secure the best practicable degree of compaction. Fill shall be compacted to at least ninety-five percent (95%) Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. The suitability of the materials shall be subject to approval of the City's preferred laboratory. Dump, then spread and mix successive loads of material to give a horizontal layer of not more than eight (8") inches in depth, loose measurement. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized, and brought to a uniform approved moisture content.

No fill material shall be rolled until the layer of material has a uniform moisture content which will permit the proper compaction under that degree of moisture content which is the optimum for obtaining the required compaction.

Dry any material having a moisture content too high for proper compaction by aeration until the moisture content is lowered to a point where satisfactory compaction may be obtained. If the moisture of the fill material is too low, add water to the material and thoroughly mix by blading and discing to produce a uniform and satisfactory moisture content.

If, in the opinion of the City's preferred laboratory or inspector, the rolled surface of any layer or section of the fill is too smooth to bond properly with the succeeding layer or adjacent section, roughen by discing or scarifying to the satisfaction of the City's preferred laboratory before placing succeeding layer or adjacent sections.

No recycled soil will be allowed for use on this project without prior consent from the engineer.

11A-32 DRAINAGE:

Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed.

11A-33 REMOVAL ITEMS:

The removal of existing concrete curb and gutters, concrete valley gutters, and concrete drive approaches shall be at the locations indicated by the engineer and shall be paid for under the right-of-way preparation pay item (See Special Provision 11-25) unless a separate proposal item is included in the PROPOSAL. All concrete curb and gutter and drive approaches removed will be broken out at existing construction expansion joints if possible. Where existing concrete is removed at a location other than a joint, the slab will be sawed in a neat straight line the full depth of the slab. The cost for sawing and breaking shall be considered subsidiary to the unit price proposed for concrete removal. The Contractor shall make every effort to protect all concrete surfaces that will remain. Any remaining surfaces damaged during removal operations by the Contractor will be replaced at the Contractor's own expense.

The responsibility of locating suitable disposal sites for removal items on this project will be solely a function of the Contractor. the City will in no way be responsible for the actions of the Contractor if he disposes of excess material in locations that are not approved. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-34 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

Hydrated lime to be used on this job shall conform to NCTCOG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Portland cement to be used for stabilization shall conform to NCTCOG Specification Item 301.3.

11A-34A LIME STABILIZATION OF SUBGRADE:

N/A

11A-34B PORTLAND CEMENT STABILIZATION OF SUBGRADE

- A. Prior to beginning any Cement modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with Texas Department of Transportation *Standard Specification for Construction of Highways, Streets and Bridges, 2014 (or most current edition)*, Item 275, or the most recent edition. The cost of proof rolling shall be considered subsidiary to this item.
- H. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Portland cement will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Portland cement stabilization shall be applied by either the slurry or dry method. If the method used is "DRY", it shall be the Contractors responsibility to maintain dust control during the application of Portland cement. If during application of Portland cement stabilization the Contractor has failed to maintain the dust to within limits specified by the inspector, the contractor will apply future Portland cement stabilization by "slurry method".
 - 1. It shall be the responsibility of the CONTRACTOR to regulate the sequence of work, to process a sufficient quantity of material so as to provide full depth as shown on plans, to use the proper amount of Portland cement, maintain the work and to rework the courses as necessary to meet the foregoing requirements. Cement stabilized base shall not be mixed or placed when the air temperature is below 40°F (5°C) and falling, but may be mixed or placed with the air temperature is above 35°F (2°C) and rising, the temperature being taken in the shade and away from artificial heat, and with the further

provisions that cement stabilized base shall be mixed or placed only when weather conditions, in the opinion of RA Development, are suitable.

2. The cement-modified soil layer may be constructed with any machine or combination of machines and auxiliary equipment that shall produce the results meeting the requirements for soil pulverization, cement application, water application, mixing, incorporation of materials, compaction, finishing and curing as specified herein. The CONTRACTOR shall at all times provide sufficient equipment to enable continuous performance of the work and its completion in the required number of working days.
3. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The soil and/or recycled asphalt pavement shall be so pulverized that at the completion of moist-mixing, it meets the gradation in the table below.

Table 1. (a) Cement Treated Materials-In-Place

Sieve Size	Minimum Passing by Dry
Weight ^{1, 2}	
1-in. (25mm)	100%
No. 4 (4.75mm)	80%

1. Exclusive of gravel or stone retained on these sieves.
2. Recycled asphalt pavement shall be pulverized so that 100-percent shall pass a 2-in. (50mm) sieve.

D. *Application of Cement to Materials-In-Place:* Portland cement shall be spread by an approved dry or slurry method uniformly on the soil at the rate specified on the plans or as determined by preliminary laboratory tests. If a bulk cement spreader is used, it shall be positioned by string lines or other approved method during spreading to insure a uniform distribution of cement. Cement shall be applied only to such an area that all the operations can be continuous and completed in daylight within 6-hours of such application. The percentage of moisture in the soil at the time of cement application shall not exceed the quantity that shall permit uniform and intimate mixture of soil and cement during dry-mixing operations, and it shall not exceed the specified optimum moisture content for the soil and cement mixture. In the event of high soil-moisture contents, cement may be applied at one-half the specified rate when approved by the Engineer. The remainder of the application rate of cement shall be applied the following day(s), not to exceed 48-hours. The usual construction sequence shall then be resumed. No equipment, except that used in the spreading and mixing, shall be allowed to pass over the freshly spread cement until it is mixed with the soil.

1. Mixing shall continue until a homogeneous, friable mixture of the material and cement is obtained, free from all clods or lumps. The mixture shall be kept within moisture tolerances throughout the operation.
2. Compaction shall begin after mixing and after gradation and moisture requirements have been met. The material shall be compacted to at least 95-percent of the maximum density as determined by ASTM 698 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)). At the start of compaction, the percentage of moisture in the mixture and in un-pulverized soil lumps, based on oven-dry weights, shall be within 2-percentagepoints of the specified optimum moisture content and shall be less than the quantity which shall cause the soil cement mixture to become unstable during compaction and finishing. When the un-compacted soil-cement mixture is wetted by rain so that the average moisture content exceeds the tolerance given at the time of final compaction, the entire section shall be reconstructed in accordance with this specification at the sole expense of the CONTRACTOR. The specified optimum moisture content and density shall be determined in the field on the representative samples of soil-cement mixture obtained from the area being processed. Final moisture content shall be within minus 2 (-2) to plus 4 (+4) of optimum. Prior to the beginning of compaction, the mixture shall be in a loose condition for its full depth. Compaction shall begin at the bottom and shall continue until the entire depth of the mixture is uniformly compacted. The loose mixture shall then be uniformly compacted to the specified density within 2-hours. After the soil and cement mixture, except the top mulch, is compacted, water shall be uniformly applied as needed and thoroughly mixed in. The surface shall then be reshaped to the required lines, grades and cross section and then lightly scarified to loosen any imprint left by the compacting or shaping equipment. The resulting surface shall be thoroughly rolled with a pneumatic tire roller and "clipped," "skinned," and "tight-bladed" by a power grader to a depth of approximately ¼-in. (6mm), moving all loosened soil and cement from the section. The surface shall then be thoroughly compacted with the pneumatic roller, adding small increments of moisture as needed during rolling. When directed by the City or it's representative, surface finishing methods may be varied from this procedure, provided a dense, uniform surface, free of surface material, is maintained at its specified optimum during all finishing operations. Surface compaction and finishing shall proceed in such a manner as to produce, in not more than 2-hours, a smooth, closely knit surface, free of cracks, ridges or loose material, conforming to the drawn grade and line shown on the plans. the City or it's representative shall conduct In-place density tests shall as outlined in ASTM D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth). In-place density tests shall be performed at the rate of one-per-300-linear-ft. (one/91-m) of paving for two (2) lanes. The suitability of the modification shall be confirmed by Atterberg Limit testing at the rate of one test per 2,500 cubic-yards (one/1,910-m³) of processed material. In addition to the

requirements specified for density, the full depth of the material shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment. After each section is completed, tests as necessary will be made by the City. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical section shown on the plans and to the established lines and grades. Should the material, due to any reason or cause, lose the stability, density and finish before the next course is placed or the work is accepted, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

E. *Application of Cement to Plant Mixed Cement:* Mixing and Processing of Portland cement for stabilization by plant mixing shall follow the guidelines as provided in section 11A-34B, subsections A-D.

1. Free access to the plant shall be provided to the City for construction quality control. The mixture shall be hauled to the paving area in trucks having beds cleaned of deleterious material.
2. The mixture shall be placed on a moistened subgrade in a uniform layer by any approved method of spreading that will deposit the required quantity per lineal foot, without segregation, to produce a uniformly compacted base conforming to the grade and cross-section. Not more than 30-minutes shall elapse between placement of cement treated base in adjacent lanes at any location except at longitudinal and transverse construction joints. Compaction shall start as soon as possible after spreading. Elapsed time between the addition of water to the cement treated base mixture and the start of compaction shall not exceed 60-minutes under normal conditions. The Engineer may alter this time if environmental conditions, such as temperature, humidity or wind conditions would justify such a change. Laboratory tests may be required to verify changes in compaction time limits.

F. *Opening to Traffic.* The CONTRACTOR shall not be permitted to drive heavy equipment over completed portions. Pneumatic-tired equipment required for hauling cement and water may be permitted to drive over after the surface has hardened sufficiently to prevent the equipment from marring the surface, provided that protection and cover are not impaired. The soil-cement course may be opened to local traffic as soon as the curing seal has been applied and dusted or sanded as necessary to prevent it from being picked up by traffic. Completed portions may be opened to all traffic after 7-days.

G. *Maintenance.* The CONTRACTOR shall be required within the limits of its contract to maintain the soil-cement treatment in good condition from the time it first starts work until all work shall have been completed.

Maintenance shall include immediate repairs of any defect that may occur after the cement is applied. Such maintenance work shall be done by the CONTRACTOR at the CONTRACTOR'S expense, and repeated as often as necessary to keep the area continuously intact. Repairs are to be made in such a manner as to insure restoration of a uniform surface for the full depth of treatment. Any low area of treated subgrade shall be remedied by scarifying the surface to a depth of at least 2-in. (5cm), filling the area with treated material and compacting. Any low area of sub-base or base shall be remedied by replacing the material for the full depth of sub-base or base treatment rather than adding a thin layer of stabilized material to the completed work.

- H. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Public Works & Engineering Department at (817) 426-9848. during City Hall working hours and to the Burleson Fire Department Dispatcher (817) 426-9910 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the Portland cement stabilization item.

11A-35 FLEXIBLE BASE:

All flexible base shall be in accordance with Item 247 of the 2014, or most current edition of the Texas Department of Transportation *Standard Specifications for the Construction of Highways, Streets, and Bridges*.

Type "A" Grade 1 Flex Base shall be used as subgrade material under the proposed HMAC pavement. An acceptable alternative to Type "A" Grade 1 Flex Base is crushed concrete. Crushed concrete shall be categorized as Type "D" Grade 1 Flex Base. Flex Base shall be thoroughly compacted and placed to a depth specified on the plans.

Type "A"

Crushed or Broken Aggregate	Retained on Sq. Sieve	%
	1 3/4 in.	0
	7/8 in.	10 - 35
	3/8 in.	30 - 50
	No. 4	45 - 65
	No. 40	70 - 85
	Max LL	35
	Max PI	10

Wet Ball Mill, Max Amt.	40
Max Increase in passing No. 40	20

Payment for Flexible Base shall include all materials, labor, equipment, hauling and placement. Measurement shall be compacted in-place plan quantities by the square yard to the thickness specified on the plans.

Daily tickets will be submitted by the Contractor and signed by the inspector or his representative no later than one week after delivery of the flexible base.

11A-36 CONCRETE CURB AND GUTTER:

N/A

11A-37 EPOXY BONDING AGENT:

Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval.

11A-38 HOT MIX ASPHALTIC CONCRETE:

A. PAVING MIXTURES:

- Mixture Design:** The Job Mix Formula shall be designed by the Contractor in accordance with the requirements of this Special Provision, TxDOT Bulletin C-14 and TxDOT Test Method Tex-204-F and tested in accordance with TxDOT Test Methods Tex-201-F and Tex-202-F, with the exception that the laboratory density will be determined as a percentage of the mixture maximum theoretical density. The maximum theoretical specific gravity shall be determined in accordance with TxDOT Test Method Tex-227-F on trial samples of the mixture near optimum asphalt content and conform with the requirements herein. The Contractor shall submit the Job or Plant Mix Formula for review on forms acceptable to the City or it's representative for each source of supply and type of mixtures specified. Total sand content shall not exceed 18% for Type "D" mix. The bulk specific gravity will be determined for each aggregate to be used in the design mixture. The mixture shall be designed to produce a mixture within the density and stability requirements shown below. In addition, washed gradations of the aggregate in the job mix formula shall be plotted on the 0.45 power chart for comparison with the maximum density line.
- Stability and Density:** The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory in accordance with TxDOT Test Method Tex-206-F and the bulk specific gravity of the laboratory compacted mixture

determined in accordance with TxDOT Test Method Tex-207-F should have the following percent of maximum theoretical density as measured by TxDOT Test Method Tex-227-F and stability conforming to TxDOT Test Method Tex-208-F:

<u>Optimum Density Range</u>	<u>Stability, Percent</u>
95 to 97 Percent	Not Less than 42

3. **Types:** The paving mixtures shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. Mineral filler may also be required.

When properly proportioned, the mineral aggregate shall produce a gradation which will conform to the limitations for master grading given for the type specified unless otherwise shown on plans. The gradation will be determined in accordance with TxDOT Test Method Tex-200-F (Dry Sieve Analysis) and shall be based on aggregate only. The amount of asphaltic material shall conform to the limitations shown for the paving type specified.

Type "B" (Fine Grade Binder of Leveling-up Course)	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. 10 sieve	5 to 26
Total retained on No. 10 sieve	50 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve ...	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight, unless specified otherwise on the plans.

Type "D" (Fine Grade Surface Course):	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve ...	3 to 27

Passing No. 200 sieve 1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight, unless specified otherwise on the plans.

4. **Sampling and Testing for Field Control:** Extraction tests for bitumen content and aggregate gradation shall be made for each 500 tons produced or fraction thereof. Extraction tests shall conform to TxDOT Test Method Tex-210-F. Tests for stability of the asphalt mixture shall conform to TxDOT Test Method Tex-208-F. The mixture shall not vary from the grading proportions of the aggregate and the asphalt content by more than the respective tolerances and shall be within the limits specified for master grading.
5. **Tolerances in Relation to Approved Design:** The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be TXDOT Test Method Tex-210-F or other methods of proven accuracy.

Type "B" (Fine Grade Binder of Leveling-up):	Percent Aggregate by Weight or Volume
Passing 2" sieve	±5%
Passing 1¾" sieve	±5%
Passing 1¾" sieve, retained on 7/8" sieve	±5%
Passing 7/8" sieve, retained on 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10 sieve	±5%
Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic material	±0.5%/or 1.2% by vol.

Type "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing ½" sieve	±5%
Passing 3/8" sieve	±5%
Passing 3/8" sieve, retained on No. 4 sieve	±5%
Passing No. 4 sieve, retained on No. 10	±5%

Total retained on No. 10 sieve	±5%
Passing No. 10 sieve, retained on No. 40 sieve	±3%
Passing No. 40 sieve, retained on No. 80 sieve	±3%
Passing No. 80 sieve, retained on No. 200 sieve	±3%
Passing No. 200 sieve	±3%
Asphaltic Material	±0.5%/or 1.2% by vol.

B. IN-PLACE COMPACTION CONTROL: In-place compaction control is required for all mixtures.

1. Asphaltic concrete should be placed and compacted to contain not more than 8 percent nor less than 3 percent air voids unless otherwise indicated. The percent air voids will be calculated using the maximum theoretical specific gravity of the mixture determined according to TXDOT Test Method Tex-227-F. Roadway specimen, which shall either be cores or sections of asphalt pavement, will be tested according to TXDOT Test Method Tex-207-F. The same specimen shall be used for determining both the maximum theoretical density and field density. Specimens used for field density determinations shall be carefully crumbled, using heat, if necessary, and the maximum theoretical density determined as specified. If heating is necessary, the specimen shall be heated to the lowest temperature required for proper preparation of the sample. The use of nuclear field density determinations shall not be accepted as the basis for acceptance with respect to density. However, an approved nuclear gauge may be used to establish a rolling pattern.
2. The Contractor shall be responsible for assuring that the compaction of the asphaltic concrete in place will attain between 3 and 8 percent air voids. The Contractor's responsibility for the required compaction includes the selection of rolling equipment and the selection of rolling patterns to achieve the required compaction within the guidelines provided herein. The above selections of equipment and procedures must provide the required qualities of profile, smooth riding surface, and consistent workmanship in appearance.

Initial testing and re-testing will be the responsibility of the Contractor. Additional information is provided in Section 11A-19 of these Special Provisions.

11A-39 TACK COAT:

The unit bid prices for coarse graded base course and fine graded surface course shall include the application of a tack coat to each layer of asphaltic concrete before the next layer is applied and a tack coat shall also be applied to any exposed concrete edges that shall abut any hot mix asphaltic concrete. The

tack coat shall be liquid asphalt complying with the specifications of the Asphalt Institute for SS-1, MS-2 Emulsified Asphalt. The tack coat shall be applied to each layer at a rate not to exceed 0.05 gallons per square yard of surface.

11-40 ASPHALTIC PRIME COAT:

A prime coat shall be used on the stabilized base material immediately after the base material has been compacted to specified density and cut to grade. The prime coat shall be liquid asphalt complying with the specification of the Asphalt Institute for type MS-2 Emulsified Asphalt. The prime coat shall be applied to the surface of the base at a rate of 0.20 to 0.40 gallons per square yard of surface and allowed to penetrate as far as possible. The cost of furnishing and installing the asphalt prime coat shall be considered subsidiary to the unit prices bid for hot mix asphaltic concrete.

11A-41 REINFORCING STEEL:

All reinforcing steel used on this project shall comply in all respects to Item 440, "Reinforcing Steel" of the *Standard Specifications for Construction of Highways, Streets and*, as adopted by the Texas Department of Transportation, 2014 or most current edition. Payment for reinforcing steel shall be considered subsidiary to the various proposal items.

11A-42 TEMPORARY BATCH PLANT:

If the Contractor chooses to construct a temporary batch plant, the following conditions (at a minimum) must be satisfied prior to approval from the City.

1. Batch plant must be permitted by Texas Air Control Board. Evidence must be presented.
2. Batch plant must be permitted by Environmental Protection Agency (EPA). A copy of Notice of Intent (NOI) and Storm Water Pollution Prevention Plan must be on the premises.
3. Location map must be provided indicating routes for raw material delivery.
4. Location map must be provided indicating that the nearest recreational area, school, or residence is located at least 300 feet away.
5. Letter of Permission must be provided by the City of the property (on which the batch plant is to be constructed) requiring that the contractor leaves the site in as good or better condition.
6. The start and stop dates for operation of the plant must be provided.

7. It must be stated that the batch plant will be used to provide concrete for no other project(s) without written approval from the City of Burleson.

No additional pay will be made for the temporary batch plant.

11A-43 TESTING REQUIREMENTS (CONCRETE):

The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests and any re-tests shall be paid for by the Contractor. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.

Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor.

11A-44 CONCRETE VALLEY GUTTERS:

All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on twelve inch (12") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface.

11A-45 CONCRETE DRIVEWAYS:

Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit price shall also include #3 bars on twelve inch (12") centers, or #4 bars on eighteen (18") centers both ways. An approved curing compound shall be applied to the surface.

the City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense.

All drive connections to State Right-of Way shall use TxDOT details.

11A-46 RECONSTRUCT DRIVES:

Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction.

11A-47 CONCRETE SIDEWALKS:

- A. **MATERIALS:** Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.
- B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.
- C. The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed, shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.
- D. Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.
- E. Transverse expansion joints shall be three-fourths (3/4") inch in width and made of high-grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on

eighteen-inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.

- F. Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.
- G. The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

11A-47A CONCRETE SIDEWALKS WITH RETAINING WALL

- A. When sidewalks are constructed adjacent to retaining walls, the plans shall specify if the sidewalk and retaining wall are to be constructed as separate items or as a sidewalk with wall unit. The sidewalk with wall unit shall be constructed in accordance with the City of Burleson typical details and shall be paid on a linear foot basis for various wall heights up to four (4') foot. When specified to be constructed as separate items, the limits of pay for the sidewalk shall be of the sidewalk up to the face of the retaining wall on a square yard basis. The retaining wall shall be paid under retaining wall on a cubic yard basis.
- B. Generally, location of sidewalk with retaining wall will be the same as a standard sidewalk. If necessary, the sidewalk shall be adjusted in the field, as approved by the Project Engineer, to match existing sidewalks and to avoid trees, fire hydrants, light poles, traffic signs, etc., that otherwise would be in the sidewalk.
- C. It is assumed that areas showing sidewalk with retaining wall will require a retaining wall of only about two foot. Nonetheless, as the details shows, there is a four foot maximum height allowance and the bid price shall reflect the possibility of a four foot (4') wall dependent on field conditions.

11A-48 BARRIER FREE RAMPS:

Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. At tee intersections, a mid ramp

shall be constructed as shown in the details. The ramps shall be paid for based on the unit price bid for the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

11A-49 CONCRETE MEDIANS:

All concrete for concrete medians and median noses shall have a minimum thickness of four inches (4"). Reinforcement shall be #3 bars on 18" centers both ways or as shown on the plans. All Class "C" concrete shall have a minimum cement content of six (6) sacks per cubic yard and a minimum compressive strength at 28 days of 3,600 pounds per square inch. Redwood expansion joints shall be placed at the end of the nose radius and at every 40 feet. Curing and reinforcement shall be considered subsidiary to the various bid items.

11A-50 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes of the following specifications:

For Meter Boxes for 5/8", 3/4", and 1" services

1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
- 3.

For Meter Boxes of 1.5" and 2" services

1. Single Mtr Box (traffic) - Rotec D1730-18-BD5M
2. Double Mtr. Box (traffic) - Rotec DFW38C-14-KSBSM

Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be relocated outside the sidewalk. The box shall be set to the finished grade of the surrounding lot. Water service and meter box *adjustments* (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box *relocations* (horizontal and vertical) shall be paid for as outlined in the PROPOSAL.

11A-51 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or brought to proper grade before placement of concrete pavement. Where HMAC is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. It shall then be encased in concrete for a minimum of six inches (6") in depth and the concrete shall be a minimum of twelve inches (12") wide at all points around the water valves, cleanouts, or manholes. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices in the PROPOSAL.

It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City.

Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade. An exception to this specification is in areas where the appurtenance is on private property. The engineer or its representative will give the proper height above the proposed finished grade.

Where manholes, cleanouts, or gate valves are located within the alignment of a sidewalk, the following adjustments shall be made: (1) Manholes shall be flush within the sidewalk and located within construction joints creating an isolated

panel for easy removal and repairs if necessary. If the manhole ring and lid are located only partially within the sidewalk and an eccentric cone will not remove it completely from the sidewalk, the manhole ring and lid shall be formed circumferentially within the sidewalk to create vertical edges. The grass side shall be planted with sod to the edge of the ring and lid. (2) Water valve boxes and cleanouts shall be raised flushed within the sidewalk. A block-out of 12" beyond all sides of the valve or cleanout shall be formed. The alignment of the block-out shall that of a 48" square rotated 45 degrees when looking perpendicular to the sidewalk. Contraction joints shall extend from the top and bottom vertices to the outer edged of the sidewalk. The contraction joints for the side vertices shall extend to meet the traverse construction joints on either side, forming a panel of four feet (4') square that will allow for removal and repairs if necessary.

Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with concrete grade rings. Adjustments over 12 inches shall be accomplished using a concrete flat top section or by using pre-cast or cast-in-place manhole sections.

11A-52 REINFORCED CONCRETE PIPE:

N/A

11A-53 CORRUGATED METAL PIPE (CMP):

N/A

11A-54 HIGH DENSITY CORRUGATED POLYETHYLENE PIPE (HDPE)

N/A

11A-55 MECHANICALLY COMPACTED TRENCH BACKFILL SPECIFICATIONS:

N/A

11A-56 FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

A. **FLOWABLE BACKFILL:** Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.

B. **MODIFIED FLOWABLE BACKFILL:** Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.

Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.

The flowable mixture must be allowed to set prior to the placement of any overlying material.

The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.

C. Flowable backfill will be allowed for the following:

Backfill

- Bridge abutments
- Box culverts
- Sewer trenches
- Utility trenches
- Conduit trenches

Structural Fill

- Road base
- Pipe bedding
- Mud jacking

Miscellaneous Uses

- Abandoned sewer mains
- Soil erosion
- Slope stabilization
- Abandoned tank fill

11A-57 CONCRETE:

Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.

Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.

The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").

Air entrainment (5 %, ± 1.5%) is required for all exposed concrete.

Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to NCTCOG Specification Item 303.2.3.

Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.

Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:

- A. FORM CURING: Forms left in place in contact with the concrete.
- B. WATER CURING: Water curing using wet mats, water spray or ponding.
- C. MEMBRANE CURING: Compound may be used.

All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days.

11A-58 REINFORCED CONCRETE BOX CULVERT:

N/A

11A-59 UNCLASSIFIED CHANNEL EXCAVATION:

Channel excavation shall be in accordance with NCTCOG Specifications. Any fill required bringing the channel to the required lines, grades and cross-sections will be subsidiary to this pay item.

If the channel is to be lined with concrete, the sides and bottom of the channel shall be kept at the existing moisture level after excavation and prior to placement of concrete. Moisture level shall be maintained by manual watering or other approved method. Cost of maintaining moisture level shall be considered subsidiary.

11A-60 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES:

Manholes and inlets shall be constructed to the size and location shown on the plans. Payment shall be made for the manholes, inlets, and other drainage structures complete in place at the unit price in the PROPOSAL. The payment shall include all work and materials necessary to complete the structure, including excavation and backfill. No additional pay will be made for manhole ring and lid, or grade rings. No precast manholes or inlets will be allowed unless approved by the engineer prior to construction.

11A-61 CURB INLET:

N/A

11A-62 BACKFILL & BACKFILL MATERIAL:

Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.

Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price proposed for the permanent improvements.

Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to

within four inches (4") of proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11A-63 "Topsoil."

11A-63 TOPSOIL:

A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.

The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.

the City retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.

The soil texture shall be classified as loam or sandy loam according to the following criteria:

	(% Passing) <u>Loam</u>	(% Passing) <u>Sandy Loam</u>
Sand (0.074 to 4.76 mm diameter)	25-50%	45-85%
Silt (0.002 to 0.074 mm diameter)	30-50%	Less than 50%
Clay (Smaller than 0.002 mm) (Hydrometer analysis)	5-25%	Less than 20%

Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

11A-64 5" REINFORCED CONCRETE RIPRAP:

N/A

11A-65 HYDRO-MULCH SEEDING:

- A. **DESCRIPTION:** This item shall consist of preparing ground, providing, and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated by the engineer.
- B. **MATERIALS:** The type seed used shall be in accordance with NCTCOG Specification, Section 202.6, and approved by the engineer. All seed must carry a Texas Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within 9 months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the engineer. Grass seed shall equal or exceed 95% purity and 90% germination.
- C. **PLANTING SEASON:** Planting of hulled bermuda grass seed shall be done between the months of April through September. The density of seeds planted shall be 80 pounds per acre. A blend of 30 pounds Rye grass and 40 pounds unhulled bermuda may be used between the months of September through April.
- D. **CONSTRUCTION METHODS:** The designated areas shall be raked, leveled and fine graded as necessary to provide a smooth uniform grade, free of ruts, depressions, humps and objectionable soil clods, prior to seeding. The area shall also be free of weeds, rubbish, and building materials. Any low areas shall also be filled to prevent ponding. All particles in the seed bed shall be reduced to less than one inch (1") in diameter or they shall be removed. The area to be seeded shall be loosened or disked prior to placement of seed in areas that appear to be overly compacted or to destroy existing vegetation, at the direction of the engineer or authorized representative. The cost of any chemical treatment to the soil in order to establish a uniform stand of grass will be subsidiary to "Hydro-mulch Seeding." Seeding of the type specified shall be performed in accordance with the requirements in NCTCOG Specification 202.6 except as hereinafter described:
1. **Watering:** The seeded areas shall be watered as necessary to establish grass as described in Establishment and Acceptance of Seeding.
 2. **Hydro-Mulch Seeding:** In accordance with COG Specification 202.6.4.4 alternate methods for placement of seed may be used if approved by the engineer.

- E. **MEASUREMENT:** Work and acceptable material for "Hydro-mulch Seeding" will be measured by the unit price, complete in place.
- F. **PAYMENT:** The work performed and materials furnished and measured as provided under "Measurement" will be paid for at the unit price proposed for "Seeding" which price shall be full compensation for furnishing all materials and for performing all operations necessary to complete the work, including fertilizer. Once a "uniform stand of grass" is provided, the City will provide payment for the seeding. See definition of "uniform stand of grass" below.
- G. **ESTABLISHMENT AND ACCEPTANCE OF SEEDING:** Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the grass, it shall be the sole responsibility of the Contractor to establish a uniform stand of grass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of grass.
1. **Uniform Stand of Grass:** A uniform stand with complete coverage of the specified grass shall be defined as not less than one hundred-fifty (150) growing plants per square foot seeded (approximately 75% of disturbed area covered). Growing plants shall be defined as healthy grass plants of two blades or more at least two inches (2") tall.
- H. **POST-PLANTING MAINTENANCE:** Maintenance shall begin immediately after each portion of grass area is planted. It will be the Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting. All planted areas will be protected and maintained by watering, weed control, mowing, and replanting as necessary for at least thirty (30) days after initial planting and for as much longer as necessary to establish a uniform stand with complete coverage of the specified grass.
- I. **FERTILIZER:** (Subsidiary to Seeding Item)
1. **Description:** This item shall consist of providing and distributing fertilizer over the seeded areas.
2. **Materials:** Shall be in accordance with NCTCOG Specification 202.4.1 and Special Provisions, Landscaping Specifications, Section 14.5.C.
3. **Construction Methods:** The fertilizer shall be pelleted or granular fertilizer and shall be applied uniformly over the entire area specified to be fertilized and in the manner directed for the particular item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that

is powdered or caked will be rejected. Distribution of fertilizer for the particular item of work shall meet the approval of the engineer.

Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of seeding.

11A-66 SODDING:

Grass sod shall be provided along disturbed areas of the parkways at the completion of construction and clean-up operations. Sodding is specified to be provided for but not limited to street reconstruction which includes new curb and gutter, adjacent to sidewalk construction, and along graded drainage swales. Sod limits shall be to a maximum of five feet behind the new curbs. the City shall approve sod types with the intent of matching existing grass cover in the individual yards. Sod pallets shall be inspected before unloading to ensure quality and physical appearance of sod. If the individual sod patches display less than 75% dark green in color, it shall not be used. Sod should not be laid during the dormant time of year or during the peak of summer. THE General contractor will be responsible for the initial growth and establishment. Payment for sodding shall include the cost of leveling disturbed areas, topsoil, fertilizer and water. No separate payment will be made for topsoil, fertilizer and watering. Buffalo grass sod shall be used on all medians unless otherwise specified in the plans.

11A-67 SLOPE EROSION CONTROL:

Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty (130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:

Length- approximately seventy-five (75) yards.

Width - forty-eight (48") inches (\pm one inch).

0.78 warp ends per width of cloth.

Forty-one (41) weft ends per yard.

Weight of cloth - 1.22 pounds per linear yard (\pm 5%).

Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.

To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe

through the paper core of the roll with a rope on each end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.

The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.

Heavy jute netting will be paid for at the unit price proposed per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work.

11A-68 STEEL GUARD RAIL:

N/A

11-69 CLEANUP:

It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and gutter and sidewalk shall be backfilled as soon as possible. Before the project is accepted by the City, all rocks, stones,

and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various proposal items on this contract.

11A-70 FINAL INSPECTION:

The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

11A-71 TOWING OF VEHICLES:

The Contractor shall follow applicable City of Burleson Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction.

11A-72 TRAFFIC SIGNAL CONDUIT:

N/A

11A-73 SPRINKLER RELOCATIONS:

Sprinkler relocations may be required on this project. Prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall: (1) determine if the system functions properly, (2) identify the layout of the system and, (3) document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices proposed for other items.

If the Contractor is responsible for actual irrigation relocations, a dollar amount will be included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the owner of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if possible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the

PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

11A-74 PROJECT SIGNS:

The Contractor on this project shall provide and erect up to two (2) project signs as required.

Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.

Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.

Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices proposed on this project.

11A-75 SIGNS FOR BUSINESSES:

Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed.

11A-76 USE OF CITY PARKS:

The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the

Contractor may be withheld until the damage is repaired and/or payment for the damages has been made.

11A-77 STORM WATER MANAGEMENT (CONTRACTOR PROVIDE)

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.
2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
4. Information on endangered species and critical habitat.
5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.

- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.
- E. Payment shall be a lump sum item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for

storm water pollution protection at completion of the project when called to do so by the engineer or representative.

- F. The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days.** In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

11A-77A STORM WATER MANAGEMENT:

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.
2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.

3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
 4. Information on endangered species and critical habitat.
 5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:

- a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.
- E. Payment shall be a lump sum bid item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for storm water pollution protection at completion of the project when called to do so by the engineer or representative.

The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days. In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

11A-78 FINAL QUANTITIES:

The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends remeasuring any portion of the project.

11A-79 PUBLIC MEETING:

Prior to start of construction, a public meeting may be held for this project. The purpose of the meeting will be to explain the project to affected citizens and answer questions. A representative of the Contractor, knowledgeable of the

project, shall attend the public meeting. The representative will be introduced and will be called on as necessary to assist in answering questions.

11A-80 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between RA Development representatives and the Contractor's representatives who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations.

11A-81 CONSTRUCTION MEETING:

Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. RA Development will schedule the time and location, and determine the frequency of these meetings.

11A-82 TEMPORARY STREET REPAIR FOR STORM DRAIN:

N/A

11A-83 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements.

11A-84 RESTORATION OF EXISTING PAVED SURFACES:

The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by RA Development. Restoration of paved surfaces shall be of asphalt, unless otherwise approved by RA Development. Should the Contractor be notified by the City or RA Development of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for RA Development

to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary to the various proposal items on this contract.

11A-85 REPLACEMENT/ RELOCATION OF FENCES:

The Contractor shall be responsible for damages involved with existing fences that may be within the limits of construction as outlined in the plans and the Contract Documents and payment shall be considered subsidiary to items within the PROPOSAL. If it is necessary to replace or relocate a fence as part of the Contract, compensation for this work item shall be paid by RA Development to the Contractor as a lump sum price. The price shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to complete this work to the limits shown including the removal of existing fence, erection and installation of all new and existing fencing material, and cost for such new materials as required to complete the item to its original condition or better. No additional payment will be due to the Contractor for this item of work and Contractor shall verify for himself the amount of fence to be removed and replaced as shown on the plans and in accordance with this specification prior to preparing a proposal price. Non partial payment for this work will be made. Contractor will be paid in full upon successful completion of this item and approval by RA Development.

11A-86 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK)

This provision shall cover all the labor and materials necessary to temporary relocate mailboxes indicated on the plans and within the Contract Documents. Contractor shall be responsible for repair or replacement in the even of damage during the movements and return of the mailboxes to their original condition or better. The Contractor will restore the ground and surface area disturbed during relocation of the mailboxes back to original condition or better after returning the mailboxes to their original locations. Concrete bases for posts or foundations of minimum 2000 psi strength shall be provided to support the mailboxes. Mailboxes shall be positioned per the attached specifications provided by the United States Postal Service. Compensation for this work shall be considered full compensation for all labor, materials, tools, and any other incidentals necessary to fulfill the requirements of the plans and specifications. No partial payments shall be made. Contractor will be paid in full upon successful completion of this item and approval by RA Development.

11A-87 DEVELOPER AND CITY IN STANDARD SPECIFICATIONS OF THIS CONTRACT

In “Standard Specifications for Waterworks and Sewerage Improvements in the City of Burleson, Texas” of this Contract, R.A. Development, Ltd. (“RA Development”) shall have all the rights and responsibilities of the City of

Burleson under this Contract. To that end, in “Standard Specifications for Waterworks and Sewerage Improvements in the City of Burleson, Texas” of this Contract, the term “Owner” and “City” shall mean R.A. Development, Ltd. (“RA Development”); save and except where the term “City” or “City of Burleson” describes a location or jurisdiction as opposed to a municipal entity, the term will continue to describe the location and jurisdiction and not RA Development.

SPECIAL PROVISIONS

PART B - WATER AND SANITARY SEWER SPECIFICATIONS

11B-1 PURPOSE OF SPECIAL PROVISIONS:

See 11A-1

11B-2 SCOPE OF WORK:

See 11A-2

11B-3 WARRANTY SERVICE CLAUSE:

See 11A-21

11B-4 DISPOSAL OF EXCESS MATERIAL:

See 11A-25

11B-5 INGRESS AND EGRESS:

See 11A-14

11B-6 SAFETY REQUIREMENTS:

See 11A-17

11B-7 INVESTIGATION OF LOCAL CONDITIONS:

See Instructions to Offerors

11B-8 CHANGE OF LOCATION:

No change in the alignment is contemplated; however, should a change be necessary, the owner reserves the right to make such change. Any such changes will be compensated for at the unit prices bid for materials actually installed.

11B-9 GUARANTEE:

The Contractor shall guarantee all work for a period of two years from the date of written acceptance by the City. Damage or leaks due to acts of God or from sabotage and/or vandalism are specifically excepted from this guarantee.

When defective material and workmanship are discovered, required repairs are to be made under this guarantee and all such repair work shall be done by this Contractor at his own expense immediately after notice has been given him by the City. Should the Contractor refuse or fail to make the repairs within one day thereafter, the City may make the necessary repairs and charge the Contractor with the actual cost of the labor and materials required.

11B-11 POLY-VINYL CHLORIDE (P.V.C.) SEWER PIPE AND FITTINGS:

- A. SCOPE: This specification designates general requirements for unplasticized poly-vinyl chloride (P.V.C.) plastic gravity sewer pipe with integral wall bell and spigot joints for the conveyance of domestic sewage. The pipe and fittings shall be SDR 26 P.V.C. as specified in ASTM D 3034, or PS 115 P.V.C. as specified in ASTM F679, latest revision.
- B. MATERIALS: Pipe shall be made from clean, virgin, approved Class 12454 BC P.V.C. compound conforming to ASTM resin specification D 1784. Clean reworked material generated from the manufacturer's own production may be used.
- C. PIPE: All pipe shall be suitable for use as a gravity sewer conduit. Provisions must be made for contraction and expansion at each joint with a rubber ring. The rings shall securely lock the solid cross section rubber ring into position or approved equal. Standard lengths shall be 20 feet and 13 feet \pm 1 inch.
- D. FITTINGS: All fittings and accessories shall be as manufactured and furnished by the pipe supplier or approved equal and have bell and spigot configurations identical to that of the pipe. Adapters appropriate for the existing pipe material shall be used to tie proposed pipe into existing pipe for the service lines and laterals. No separate payment will be made for adapters, tees, bends, or other necessary fittings used in the installation of this line, but shall be considered subsidiary to the unit prices bid for pipe and services.
- E. PHYSICAL AND CHEMICAL REQUIREMENTS: Pipe shall be designated to pass all tests at 73 degrees F (\pm 3).

- F. PIPE STIFFNESS: Minimum "pipe stiffness" (F/Y at 5% deflection) shall be calculated in accordance with ASTM Designation D 2412. External Loading Properties of Plastic Pipe by Parallel-Plate Loading.
- G. JOINT TIGHTNESS: Assemble two sections of pipe in accordance with the manufacturer's recommendations. Subject the joint to an internal hydrostatic pressure of 25 psi for one hour. Consider any leakage failure of the test requirements.
- H. FLATTENING: There shall be no evidence of splitting, cracking, or breaking when the pipe is tested as follows:

Flatten specimen of pipe, six inches (6") long between parallel plates in a suitable press until the distance between the plates is forty percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five minutes.

- I. DROP IMPACT TEST: Pipe (6" long section) shall be subjected to impact from a free falling tup (20 lb. Tup A) in accordance with ASTM method D 2444. No shattering or splitting (denting is not a failure) shall be evident when the following energy is impacted:

<u>NOMINAL SIZE</u>	4"	6"	8"	10"	12"
<u>Ft. - Lbs.</u>	150	210	210	220	220

- J. ACETONE IMMERSION TEST: After two (2) hours immersion in a sealed container of anhydrous (99.5% pure) acetone, a one-inch (1") long sample ring shall show no visible spalling or cracking. (Swelling or softening is not a failure when tested in accordance with ASTM D 2152.)
- K. PLACEMENT: The sanitary sewer lines constructed in this project are replacements for existing lines. The new line in most locations will be laid in the alignment and/or grade of the existing sewer. The Contractor will have to provide for the existing sewage flow at all times during construction operations. This will probable require additional fine crushed stone or filter fabric for support of a wet trench bottom. All services shall be reconnected as the line is laid and should drain at all times. Contractor will make temporary closure to the existing upstream sewer each day as he stops laying new sewer. All embedment and backfill materials shall be subsidiary to these items.

11B-12 LOCATION AND PROTECTION OF EXISTING STRUCTURES AND UTILITIES:

In the preparation of plans and specifications, the City has endeavored to indicate the location of existing underground utility lines which are known. No attempt has been made to show minor lines or services lines. It is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of the construction, the Contractor shall call 817-447-5400 ext 278 for utility locations. In addition, the Contractor shall communicate with the local representative of the utility companies, including, but not limited to, ATMOS Gas Company, Southwestern Bell (AT&T) Telephone Company, TXU Electric Company, Charter Cable Communications Company, Pathway Communications , and any other public and private utility companies, and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. The Contractor shall uncover and determine the elevation and location of all conflicts well ahead of the trench excavation.

Where excavation endangers adjacent structures and utilities, the Contractor shall, at his own expense, carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipe lines, or other obstructions, the Contractor shall notify and cooperate with the utility owner.

In case damage to any existing structure or utility occurs, whether failure or settlement, the Contractor shall restore the structure or utility to its original condition and position without compensation from the City. All costs of temporarily or permanently relocating the conflicting utilities shall be borne by the Contractor without extra compensation from the City.

If in the opinion of the engineer, concrete backfill is necessary for the support of the utility lines crossing trenches, the engineer may direct 1500 psi concrete backfill be used.

Payment will be considered subsidiary to pipe installation as outlined in the PROPOSAL.

11B-15 PIPE HANDLING:

Pipe, fittings, valves and other accessories shall at all times be handled with care to avoid damage. In loading and unloading they shall be lifted by hoists, cranes or rolled on skidways in a manner which avoids sudden shock. Under no circumstances shall pipe be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground. Pipe shall be placed on the site of the work parallel with the trench alignment and with bell ends facing the direction in which the work will proceed.

Proper implements, tools, equipment and facilities shall be provided and used by the Contractor for the safe and correct prosecution of the work. All pipe, fittings,

specials, valves, etc., shall be lowered into the trench by means of a suitable machine and shall not be rolled or dumped into the trench. The equipment shall have sufficient capacity to handle the pipe. The method of construction shall be subject to the City approval. Before being lowered into the trench, each joint of pipe shall be inspected and any unsound or damaged pipe shall be repaired or rejected.

Pipe shall be kept free of all debris during the laying operation. The pipe shall be swept or swabbed prior to installation. The swab should be of a design acceptable to the City. At the close of each operating day the open end of the pipe shall be effectively sealed against the entrance of all objects, especially water. No pipe shall be laid in water or when the trench conditions or the weather are unsuitable for such work, except in an emergency and then only upon permission of the City.

All pipes shall be laid accurately to established lines and grades with valves and fittings at the required location and with joints centered and spigots pushed home. Where it becomes necessary to make deflections in line of the pipe, sections of pipe beveled ends or fabricated fittings shall be used. Minor deflection of the line of the pipe may be obtained in standard pipe joints; however, the maximum joint opening caused by such deflection shall not exceed the recommendations of the pipe manufacturer. Random length pipe and/or grade adapters may be used to make unforeseen changes in the field.

11B-19 CONTROLLED LOW STRENGTH BACKFILL MATERIAL (CLSM):

CLSM shall be composed of concrete containing two bags of Portland Cement per cubic yard of concrete, and the slump of the concrete shall be as designed by the engineer. Aggregate shall be a free flowing well-graded granular material passing a 1½" screen and free from sticks, lumps, clay balls, and organic matter. Cement treated base (CTB) or sand (CTS) may be substituted for the CLSM. If CTS or CTB is used, it shall be sufficiently moist to set up and should be placed the same day it is delivered.

CLSM, CTS or CTB Backfill Material shall be used as designed on the plans or at such additional locations determined by the engineer and shall be paid for at the unit prices bid for CLSM, CTS or CTB Backfill Material or as included in the unit price bid for Street Backfill.

11B-20 EMBEDMENT REQUIREMENTS FOR WATER PIPE:

All P.V.C. pipe and pre-tensioned concrete cylinder water pipe shall be embedded per standard water detail Class "C." All P.V.C. and Pre-tensioned Concrete Cylinder Water Pipe shall be surrounded by and embedded in a six-inch (6") minimum encasement of granular material. Pre-stressed concrete cylinder water pipe shall be embedded in select material from ¼ of the outside diameter from the bottom to six inches (6") over the top of the pipe. The pipe shall be laid on six inches (6") of granular embedment which shall extend to ¼ of the outside diameter from the bottom.

The embedment material shall consist of fine, granular material. Fine granular material shall be defined as free flowing sand or like material, or mixed sand and pea gravel, free from large stones, clay, and organic material. The embedment material shall be such that when wet, it will not form mud or muck. This material may be an inferior grade of "pit-run" sand, not normally considered satisfactory for construction purposes, and may be used directly from pits without processing but shall meet the requirements set forth above.

Embedment material shall meet the following requirements:

- A. All material shall pass a one-inch (1") sieve and at least eighty percent (80%) shall be retained on a No. 100 sieve. The plasticity index of such part of the material which passes a No. 40 sieve shall not be greater than two (2).
- B. Embedment material from any source shall be of a fairly uniform quality. Such material shall be furnished and placed by the Contractor. Payment for furnishing and installing this material will be considered subsidiary to the unit price bid per linear foot of pipe. No separate payment will be made for this work.
- C. Initial bedding and embedment shall be placed to a depth of minimum 6" below pipe (Bell) and minimum 6" above the pipe. Bell holes shall be formed, a trough scooped out to grade, and the pipe laid and joined as specified.
- D. Native material shall be place on top of the embedment material to subgrade elevation. Material shall be placed in loosed layers as outlined in Section 11B-24.

11B-21 EMBEDMENT REQUIREMENTS FOR POLY VINYL CHLORIDE (PVC) SANITARY SEWER PIPE AND FITTINGS:

The minimum bedding and embedment for P.V. C sewer pipe is class "B" embedment as indicated in the Standard Specifications. The granular embedment material shall be compacted to ninety five (95%) percent Standard Proctor Density by being placed in a

minimum of 12-inch (12") lifts and hand or mechanically tamped BEFORE the native material is placed in the ditch.

The embedment material shall consist of durable particles of crushed stone, free from frozen material or injurious amounts of salt, alkali organic matter or other material free either free or as adherent coating and its quality shall be reasonably uniform throughout.

Embedment and Bedding material shall meet the following requirements and follow City's Detail S-05 included in the civil construction bid plan sets :

A.

CRUSH STONE BEDDING AND EMBEDMENT GRADATIONS

Passing or Retained on Sieve	Percent by Weight
Standard Crush Stone - Aggregate Grade 4	
Retained on 1 1/2-in sieve	0%
Retained on 1-in sieve	0 to 5%
Retained on 1/2-in sieve	40 to 75%
Retained on No. 4 sieve	90 to 100%
Retained on No. 8 sieve	95 to 100%

- B. Initial bedding and embedment shall be placed to a depth of minimum 6" below pipe (Bell) and minimum 6" above the pipe. Bell holes shall be formed, a trough scooped out to grade, and the pipe laid and joined as specified.
- C. A minimum of 12-inches (12") of flowable fill shall be placed on top of the embedment material.
- D. Native material shall be placed on top of the embedment material to subgrade elevation. Material shall be placed in loose layers as outlined in Section 11B-24.
- E. Such material shall be furnished by the contractor. Payment for furnishing and installing this material will be considered subsidiary to the unit price per linear foot of pipe. No separate payment will be made for this work.

11B-22 LOW PRESSURE AIR TEST OF SANITARY SEWER LINES:

After completing backfill of a section of sanitary sewer line, the Contractor shall, at his expense, conduct a Line Acceptance Test using low-pressure air. The test shall be performed using the below stated equipment according to stated

procedures and under the supervision of the engineer or his /her authorized representative.

A. EQUIPMENT: The equipment used shall meet the following minimum requirements:

1. Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
2. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
3. All air used shall pass through a single control panel.
4. Three individual hoses shall be used for the following connections:
 - a. From the control panel to pneumatic plugs for inflation.
 - b. From the control panel to a sealed line for introducing the low-pressure air.
 - c. From a sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

B. GENERAL PROCEDURE: All pipes shall be backfilled prior to air testing.

Air tests shall be made by the pressure drop versus time method.

The Contractor shall furnish all material, equipment and labor necessary to perform the air test. Air gauges shall be recently calibrated and shall be stamped showing the date of calibration. Should the sanitary sewer system fail air tests, the Contractor shall repair the leaks and retest at his own expense.

C. TESTING PIPE LESS THAN 36 INCHES IN DIAMETER: For pipes less than 36 inches in diameter, the air test shall be performed by testing sections of pipe of various lengths.

Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected. Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking. All air used shall pass through a single control panel.

Three individual hoses shall be used for the following connections: From the control panel to pneumatic plugs for inflation; from the control panel to a sealed line for introducing the low-pressure air; and from a sealed line to

the control panel for continually monitoring the air pressure rise in the sealed line.

The air compressor shall be of adequate capacity for charging the system.

The following procedure shall be used for air testing a sewer system:

All pneumatic plugs shall be seal-tested before being used in the actual test installation; one length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked; air shall be introduced into the plugs to 25 psig; the sealed pipe shall be pressurized to 5 psig; the plugs shall hold against this pressure without bracing and without movement of the plugs out of this pipe.

After a manhole-to-manhole reach of pipe has been backfilled and the pneumatic plugs checked, the plugs shall be placed in the line and inflated to 25 psig. Low pressure air shall be injected into the line until the internal pressure reaches 4 psig. Two minutes shall then be allowed for the pressure to stabilize.

In areas where ground water is known to exist, the Contractor shall install a one-half inch ($\frac{1}{2}$ ") diameter capped pipe nipple, approximately ten inches (10") long, through the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the Line Acceptance Test, the ground water shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clean it, and then connecting a clear plastic tube to the pipe nipple. The hose shall be held vertically and a measurement of the height (in feet) of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. The height shall be divided by 2.3 feet to establish the pounds of pressure that will be added to all readings.

After the pipe pressure has stabilized at 3.5 psig or the adjusted pressure due to ground water submergence, a stopwatch shall be started and the time required for the internal pressure to reach 2.5 psig determined. Minimum permissible holding time for runs of single pipe diameter are indicated in the table below.

- D. EXAMPLE: If the height of water is 11.5 feet, then the added pressure will be psig. This will increase the 3.5 psig to 8.5 psig and the 2.5 psig to 7.5 psig. The allowable drop and the timing remain the same.
- E. TESTING PIPE 36 INCHES AND LARGER IN DIAMETER: For pipes 36 inches in diameter and over, the air test may be performed by testing each joint connection individually utilizing a joint tester similar to the Cherne Joint Tester. No joint shall be air tested until the pipe has been backfilled.

At no time shall pipe installation exceed 100 feet from the latest joint tested. The method of testing shall be described in this section. The time allowed for the pressure drop for 3.5 psig to 2.5 psig shall be 10 seconds.

Failure to pass the air test shall be cause for rejection. Rejected pipe shall be removed. Reinstallation and/or repairs may be made at the option of the City.

AIR TEST TABLES

MINIMUM HOLDING TIME IN MINUTES AND SECONDS REQUIRED FOR PRESSURE TO DROP FROM 3.5 TO 2.5 PSIG

1 Pipe Dia. (in.)	2 Min. Time (min: sec)	3 Length for Min. Time (ft)	4 Time for Longer Length (sec)	Specification Time for Length (L) Show (min:sec)											
				100ft	150ft	200ft	250ft	300ft	350ft	400ft	450ft	500ft	600ft	650ft	
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:48	4:07
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24	7:07	8:33	9:15	
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24	12:11	15:11	16:27	
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48	19:47	23:44	25:43	
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38	28:29	34:11	32:02	
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04	44:31	53:25	57:52	
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41	64:06	76:55	83:20	
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31	87:15	104:42	113:20	
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33	113:58	136:45	148:09	
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48	144:14	173:05	187:30	
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15	178:04	213:41	231:30	
33	31:10	72	25.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53	215:28	258:34	280:06	
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46	256:25	307:42	333:21	
39	36:50	61	36.114 L	60:11	90:17	120:22	150:28	180:34	210:39	240:45	270:51	300:56	361:08	391:14	

- F. MEASUREMENT AND PAYMENT: No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.

IF THE INSTALLATION FAILS TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DETERMINE, AT HIS OWN EXPENSE, THE SOURCE OF LEAKAGE. HE SHALL THEN REPAIR OR REPLACE ALL DEFECTIVE MATERIALS AND/OR WORKMANSHIP.

11B-23 DEFLECTION TESTING OF FLEXIBLE SANITARY SEWER:

P.V.C. and any other flexible sewer pipe shall pass a deflection test conducted under the inspection of the Project Engineer. A rigid mandrel shall be used to measure deflection. The rigid mandrel shall have an outside diameter (OD) equal to 95% of the inside diameter (ID) of the pipe. The inside diameter of the pipe, for the purpose of determining the outside diameter of the mandrel, shall be the average outside diameter minus two minimum wall thicknesses for an OD controlled pipe and the average inside diameter for an ID controlled pipe. Statistical or other tolerance packages shall not be considered in mandrel sizing.

Deflection tests shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5.0%. If a pipe fails to pass the deflection test, the Contractor, at his own expense, shall replace one complete length of pipe at the point of failure.

No separate payment will be made for the tests specified herein, but the cost thereof shall be included and considered subsidiary to the various other items.

11B-24 TRENCH BACKFILL:

After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted to ninety-five percent (95%) Standard Proctor density at optimum moisture content, + two percent (2%) as determined by ASTM D698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to ninety-five percent (95%) Standard Proctor density at optimum moisture content, + two percent (2%) as determined by ASTM D698.

For line laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a

minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six-inch (6") loose lifts at optimum moisture content, +/- two percent (2%), to a density of ninety-five percent (95%) of maximum dry density, as determined at ASTM D698.

Payment shall be subsidiary to unit prices bid for pipe.

The City of Burleson will be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

11B-25 CLEARING AND GRUBBING:

The Contractor shall do all clearing and grubbing necessary for construction operations. Since most reconstruction projects are done within established neighborhoods, it is the City's intent to minimize damage to existing trees. Therefore, tree limbs or branches that are "hanging" over the plane of the easement or trench, but the trunk is not directly within the easement or trench alignment, shall be cut with a tree saw or other suitable method as to maintain the integrity of the trees. If a tree is close to the easement or trench alignment, but is not called to be removed, the Contractor shall contact the City inspector so a decision can be made as to leave or remove the tree. The tree owner shall be in on the decision. All broken or cut down trees, branches, limbs, and roots shall be removed and disposed of by the contractor so as to leave the right-of-way and/or utility easement in a neat and presentable condition. Removal and cleaning shall be accomplished daily when construction is in a residential area. Clearing and grubbing shall be done so as not to injure or damage adjacent property.

11B-26 DUCTILE IRON PIPE:

Where ductile iron pipe is chosen for use on this project, it shall be furnished and installed in accordance with the applicable provisions of the Standard Specifications, the details shown on the plans and as hereinafter specified.

Ductile iron pipe shall conform to the requirements of the latest edition of A.W.W.A. C151 (ANSI A21.51) and as specified hereinafter. The minimum thickness class furnished shall be Pressure Class 350 for water distribution and for sanitary sewer except as noted otherwise on the plans.

Ductile iron pipe for water lines shall have a "Standard Thickness" cement mortar lining and bituminous seal coat over the cement mortar lining in accordance with latest edition of A.W.W.A. C104 (ANSI A21.4). Ductile iron pipe for sanitary sewers shall have an internal virgin polyethylene coating of 40 mils

nominal thickness complying with ANSI/ASTM D 1248. All ductile iron pipe shall have a bituminous "Standard Outside Coating" of asphalt base in accordance with the latest edition of A.W.W.A. C151 (ANSI A21.51).

All ductile iron pipe joints shall be "Push On" Type and shall conform to the latest edition of A.W.W.A. C111 (ANSI A21.11).

The price bid per linear foot for ductile iron pipe at the various depths shall be full compensation for all material, labor, equipment, and incidental work required to complete the line ready for use, including embedment and seepage collars. The cost of trenching, embedment, seepage collars, backfill, compaction of backfill and exfiltration testing should be included in the unit price bid per linear foot, complete in place.

11B-27 CRUSHED STONE FOR GRAVEL AND DIRT DRIVEWAYS:

All gravel and dirt driveway cuts shall be backfilled with native material, mechanically tamped in six-inch (6") lifts to within six inches (6") of surface. Place six inches (6") of crushed stone and compact to existing driveway grade and line. Backfill and stone shall be placed as soon as possible after laying of pipe so as to provide uninterrupted access and use of the driveway. This shall be completed on the same day that the driveway is cut.

11B-28 CLEANING OF NEW WATER MAIN:

The Contractor shall install "poly pigs" as shown on the plans. The Contractor shall "run" the pig prior to pressure testing of the new main, chlorinating the line, the obtaining of the safe water sample, and the final tie-in being made. No separate payment will be made for this work but it will be considered subsidiary to the various unit prices bid. The Contractor will also be required to pull a swab through the water pipe prior to installation.

11B-29 ROCK CUSHION:

When in the opinion of the engineer the subgrade material encountered at grade is soft spongy, and unsuitable, it shall be removed to a depth necessary below the barrel of the pipe to achieve stable layers and replaced with a rock cushion so as to provide an unyielding stable foundation. The rock used in cushion shall be crushed rock and shall be free from silt, loam, or vegetable matter and shall be of a gradation of from ¾-inch to one-inch (1").

For sanitary sewer pipe installation, rock cushion shall be paid for the amount of rock placed at a depth greater than twelve inches (12") below the bottom of the

pipe; otherwise rock cushion is considered subsidiary to installation of sewer pipe. See Section 11B-21. If applicable, rock cushion will be paid for at the contract unit price per cubic yard in place and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work.

Subgrades that have been allowed to become unstable by neglect of the Contractor, by improper drainage or lack of drainage, and when in the opinion of the engineer the condition was caused by the neglect or fault of the Contractor, the engineer shall order the Contractor to remove the unstable subgrade and replace the same with rock cushion at the expense of the Contractor, and no extra compensation will be allowed.

11B-30 THRUST BLOCKS:

Concrete blocks or thrust blocks shall be placed at the plugs and bends of 5 degree or greater in the main. The concrete blocking shall be placed so as to rest against firm undisturbed foundation of trench bottom. The supporting area shall be sufficient to withstand the thrust, including water hammer which may develop. All concrete blocking used for thrust blocks shall conform with the section "Thrust Blocking" of the Standard Specifications. This is not a separate pay item but will be considered subsidiary to the various other items.

Concrete blocking shall be placed at bends, tees, wyes, crosses, plugs, etc., in the water line. The concrete blocking shall be placed so as to rest against firm undisturbed trench walls. The supporting area for each block shall be sufficient to withstand the thrust, including water hammer. Each block except those for upward thrusts shall rest on a firm, undisturbed foundation of trench bottom.

Blocking at bends shall be computed based upon pipe thrust at bends, or tees, with internal pressure of 150 psi. Where upward thrusts are to be blocked, the concrete blocking shall be of sufficient weight to resist the thrust and the concrete shall be reinforced as directed by the engineer. Other blocking sizes shall be computed based upon a maximum safe allowable soil bearing pressure of 2,500 pounds per square foot of undisturbed earth.

The concrete blocking shall be placed against undisturbed trench walls, with a minimum of 18 inches between trench wall and pipe. Blocking shall extend a minimum of 0.75 X pipe diameter below and above the centerline of pipe and shall not extend beyond any joints. If requested by the engineer, the ends of the thrust blocks shall be contained in wood or metal forms. Where upward thrusts are to be blocked, tie-down blocking shall be used.

11B-31 FIRE HYDRANTS:

N/A

11B-32 DUCTILE IRON FITTINGS:

Ductile iron fittings shall conform to the requirements of A.W.W.A. C110 Full Body (ANSI A21.10) designed for a working pressure of not less than 150 psi (Class 250) or C153 Compact Body designed for a working pressure of not less than 250 psi (class 350),

Ductile iron fittings for water lines shall have a "Standard Thickness" cement mortar lining and bituminous seal coat over the cement mortar lining in accordance with the latest edition of A.W.W.A. Standard C153 and A.W.W.A. Standard C110 (ANSI A21.10). All water line fittings shall be mega lugged according to manufacturer's installation and specification procedures. This is subsidiary to ductile iron fitting bid item. All fittings shall be installed with a double layer of polyethylene wrap in compliance with A.W.W.A Standard C105 (ANSI A21.5).

All pay weights for Ductile Iron Fittings on this project shall be the exact weight of the specified fittings. Pay weights for Mechanical Joint Fittings do not include bolts, gaskets, or any other joint accessory, which are subsidiary to the price bid for ductile iron fittings. All fittings shall be cement lined in accordance with A.S.A. 21.4.

11B-33 STREET CUT AND BACKFILL:

Existing paved streets and drives shall be cut with a saw or clay spade to ensure a neat straight line along the edges of the trench. After the embedment material has been placed around the pipe, the remainder of the backfill shall be done in accordance with Section 11B-20 & 11B-21. For H.M.A.C. repair, a two-inch (2") hot mix asphaltic concrete (H.M.A.C.) surface shall then be placed on Class "A" concrete, 2:27 concrete, CTB or CTS backfill material, depending on the type of street, by the Contractor as soon as possible after completing the backfill. A tack coat will be used where necessary. The standard street cut and backfill will be paid for at the contract unit price per linear foot of trench and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work.

11B-34 TEMPORARY ASPHALT STREET REPAIR AND BACKFILL:

After the embedment material has been placed around the pipe, the remainder of the backfill shall be done in accordance with Sections No. 11B-20 & 11B-21. For asphalt repair, a two-inch (2") Type "D" Asphaltic Concrete (H.M.A.C.) surface shall then be placed on six inches (6") of flexbase backfill material by the Contractor as soon as possible after completing the backfill. The temporary street repair and backfill will be paid for at the contract unit price per linear foot of trench and shall be the total compensation for furnishing all labor, materials, tools, and equipment for performing this particular phase of work. If the pavement settles ½ inch or more from the existing pavement's surface, the asphalt layer shall be removed and replaced to bring the surface back to grade. No additional payment shall be made for this additional work; it shall be considered subsidiary to the temporary asphalt street repair and backfill pay item.

11B-35 JOINT SEALING COMPOUND FOR REINFORCING CONCRETE PIPE AND MANHOLES:

Joint compound for sealing the tongue and groove joints to be used in the construction of the pre-cast manholes shall meet or exceed all requirements of Federal Specifications SS-S00210, "Sealing Compound, Preformed Plastic for Pipe Joints," Type I, Rope Form. Such plastic gaskets shall be equal to RAM-NEK and meet the following requirements:

The sealing compound shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler, and shall contain no solvents, irritating fumes, or obnoxious odors. The compound shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded rope-form of suitable cross-section and of such sizes as to seal the joint space when the pipes are laid. The sealing compound shall be protected by a suitable removable two-piece wrapper. The two-piece wrapper shall be so designed that one-half may be removed longitudinally without disturbing the other half to facilitate application of the sealing compound. Application of the compound shall be in accordance with the manufacturer's recommendations.

ESTIMATING GUIDE (Approx.)
Approximate Minimum Requirements (Tolerance = 10%)

Pipe Size	Primer per 100 Joints	Cut Lengths per Joint
48"	12.0 Gals.	4 Pieces 1 ½" x 3'-5"
96"	35.0 Gals.	8 Pieces 2" x 3'-5"

11B-36 CAST-IN-PLACE MANHOLES:

Cast-in-place concrete manholes shall have a minimum inside diameter of 5 feet (5') or six feet (6'). The Contractor shall not remove any forms until 24 hours after the concrete is placed. No backfill shall begin until 96 hours after the concrete is placed, unless otherwise directed.

11B-37 GATE VALVES:

Gate valves shall comply with the latest revision of A.W.W.A. Standard C500, entitled "Metal-Seated Gate Valves for Water Supply Service," unless otherwise specified. Gate Valves shall be double disc, parallel seat, internal wedging type with cast iron body and bronze mountings. Valves shall be designed for a working pressure of 150 psi. Resilient seat (wedge) gate valves are not allowed on lines larger than 12 inches in diameter.

Unless otherwise specified, all Gate Valves shall have non-rising stems and shall turn counter-clockwise to open. Valves shall have wrench nuts for operation unless otherwise specified. Spur gearing with gear eases shall be provided on all valves sixteen inches (16") and larger. In the event, the top of the operating nut is more than six feet (6') deep from the existing ground elevation, valve stem extensions shall be furnished by the Contractor to bring the operating nut to within three feet (3') of the existing ground level. No separate payment shall be made for furnishing and installing the necessary valve stem extensions, but will be considered subsidiary to the unit price bid for the valve. All valves shall be for vertical installation.

11B-38 ABANDONING EXISTING GATE VALVE BOX:

The unit price for abandoning existing gate valves shall include abandoning existing gate valve box by removing the top 10 inches or top section, fill void area with concrete and repair pavement if located in street, or replace with two inches of top soil including hydromulch or sod if at the back of curb.

11B-39 AIR RELEASE VALVES:

The Contractor shall furnish and install air release valve assemblies at locations and as shown on main line flanged outlet, vault, etc., as shown on the plans. Air release valves shall comply with the latest revision of A.W.W.A. Standard C512. Air valves shall be for heavy duty use and shall be of the type to allow air to enter when line drains. The valves shall be APCO "Heavy-Duty" combination Air Release Valves, Model No. 135C for two-inch (2") or approved equal. Valves shall have stainless steel floats and cast-iron bodies, with an interior coating of

rust inhibitor. Gate valves for isolating the air valves shall be as specified elsewhere in these specifications. Air valve vaults shall be as shown on the plans. Concrete shall be 3000 psi unless otherwise shown on the details. Payment of two-inch (2") air valves shall include all labor and materials, including the air valves shall include all labor and materials, including the required gate valves, piping, fittings, vaults and other appurtenances shown on the drawing as necessary to make the complete installation.

Air valves shall be installed outside of paved areas. Class III Reinforced Concrete Pipe (ASTM C 76) shall be used for the access with a ¼-inch thick steel cover and a three-inch (3") rim sized to fit over the pipe. Air valve markers as indicated in the details of the Standard Specifications shall be placed at each manhole installed outside of paved areas.

11B-40 TYING INTO EXISTING LINES:

The unit price bid for tying into existing lines shall include all labor and material necessary to tie the old main into the new main. This shall include the cost of offset bends as necessary for vertical and/or horizontal alignment. The new water lines will have to be tested, chlorinated, and a good sample received before the old lines can be plugged or abandoned and the new line tied in. Waterline alignments that will be replaced from valve to valve will not have a bid item "TIE TO EXISTIING WATERLINE". Connecting to or replacing the valves will be considered subsidiary to the waterline and fitting bid items. City personnel will operate the valves for any necessary shut-downs. During Construction, the contractor is responsible for "blow-outs" on existing water lines that connect to the water line being worked on to the nearest adjacent valve.

11B-41 HOT MIX ASPHALTIC CONCRETE:

See Special Provisions, Section 11A-38 Hot Mix Asphalt Concrete (H.M.A.C.)

11B-42 TACK COAT:

See Special Provisions, Section 11A-39: Tack Coat

11B-43 SIDEWALK REPLACEMENT:

The Contractor shall replace all sidewalk as shown on the plans. Replacement will meet current City of Burleson specifications for four-inch (4") concrete with #3 bars on 18-inch centers both ways. The unit price bid per linear foot, for "Remove & Replace Sidewalk," shall include the sawing and removal of the

existing sidewalk, expansion joint material at connections, Class 'A' Concrete and reinforcing steel, as well as all necessary labor and equipment.

11B-44 4" PVC SEWER SERVICE EXTENSIONS:

The cost of the four-inch (4") sanitary sewer service extension shall include the cost of tying into the existing stubout, four-inch (4") PVC sewer pipe, four-inch (4") PVC plug, embedment, and other materials and labor for the installation of the sewer service line. The existing stubouts should be stubbed from beneath the proposed pavement to the right-of-way line. No extra payment will be made for the aforementioned items, but will be considered subsidiary to the cost of furnishing and installing the four-inch (4") PVC sanitary sewer service extension.

11B-45 WATER SERVICES:

The Contractor shall use saddles as specified by the pipe manufacturer for one-inch (1") taps. When tying into an existing $\frac{3}{4}$ -inch water meter, the one-inch (1") service line shall be reduced to $\frac{3}{4}$ inches at the meter. The cost of the reducer and associated fittings shall be subsidiary to the water service bid item.

The unit prices bid for the water services shall include the cost of the saddles, making the taps, the corporation stops, the necessary pipe, the curb stops, and the tying in and/or relocation of existing meter and box where necessary. On the 1 $\frac{1}{2}$ inch and two-inch water services, two-inch (2") oriseal valves with boxes shall be used and two-inch (2") Type 'K' hard copper pipe for the service line.

All service lines will be installed 30 inches below the pavement (minimum) or at the same elevation as the main, whichever is greater. Any existing service lines that are steel or galvanized steel shall be renewed with copper from the new main to the meter.

11B-46 RELOCATION OF EXISTING WATER METERS:

The unit price bid for adjusting water service line and relocating existing water meters and boxes shall include the cost of tying into the existing line or new water main where new service lines are being installed, the necessary tubing of pipe, fittings, tying in of the customers service line at the property line, re-setting the meter, backfill, and sod or hydromulch to match existing conditions. This shall also include lowering of service lines where they are found to be up in the future subgrade between the main and meter and on the customers side of the meter to the right-of-way line.

All, methodologies associated with tying existing services in their present location to the new main is considered subsidiary to the proposed bid item. Existing meter boxes shall

remain, but if boxes are broken (prior to construction) it should be noted to City personnel for appropriate replacement.

This specification is GENERAL for all existing City utility infrastructures (meter boxes, sewer/storm manholes, water valves, etc.) that may be replaced with the main or within the path of proposed sidewalks.

Franchise utility infrastructures shall be coordinated with the Franchisee for relocation and/or adjustment. In most cases, the sidewalks can be meandered around such structures.

11B-47 TRAFFIC CONTROL ALONG STREET:

See 11A-12

11B-48 BACKFILL AND INITIAL CLEANUP:

Backfill and initial cleanup shall be done daily. This work shall progress immediately behind pipe laying and shall be within fifty feet of the pipe laying operation at all times. It shall also include the disposal of all excess material on a daily basis. Ditch lines, storm drains, inlets, bar-ditches, and other drainage facilities should be maintained and cleaned on a daily basis so that they will function for their intended purposes.

Where lines or services are laid in, along, or across the street pavement, the ditch line shall be backfilled and compacted upon the completion of that day's work. Barricades with warning lights shall be erected at these locations and shall be maintained by the Contractor until such time as the pavement (asphalt) is replaced. Steel plates shall be placed across the ditch lines until the time that pavement is replaced, but no later than the first working day following the installation of the pipe, and the necessary CLSM, CTS, CTB, or crushed stone, as required elsewhere in these specifications. No later than the second day following the installation of a line, the specified asphalt shall be placed in the ditch and the street repair shall be completed.

No exceptions or deviations from the requirement that all ditch lines be repaired within two working days after the installation of the pipe will be sanctioned on this project. It is of utmost importance that we have the cooperation of the Contractor in the control of the traffic, and the procedures outlined for backfilling and cleanup on this project. In the event these procedures are not followed, pipe laying shall cease immediately and not resume until the cleanup is completed and the roadway is and safe for traffic.

Particular care shall be taken during inclement weather to assure that driveways are backfilled with washed rock, or other suitable material, and all-weather access maintained for property owners. No driveway shall be blocked for longer than two (2) hours and only after notifying the affected property owner.

Where lines or services are laid in, along, or across street pavement the pavement shall be left in a clean and acceptable condition. At the end of each work day the Contractor shall sweep and/or wash the pavement to leave the roadway completely clean of dirt and debris. Dirt, debris, and/or wash water shall be collected for appropriate disposal and shall NOT be washed into waterways or storm drains. Other suitable methods of maintaining the pavement in a clean, unobstructed condition may be utilized by the Contractor. No additional payment will be made for cleaning of pavement. It shall be considered subsidiary to the work performed under this contract.

11B-49 CLEAN-UP:

It is the intent of this contract that complete cleanup be performed by the Contractor prior to acceptance of the project and final payment. Backfilling and cleanup shall follow the laying of the pipe as closely as possible. Upon completion of the work, the Contractor shall remove all construction debris and excess material from the job site, leaving nothing objectionable on either public or private property.

After cleanup has been completed, the Contractor shall check to see that all drainage ditches are properly graded so as to provide adequate drainage and to prevent ponding of the water in the drainage ditch.

11B-50 BNSF CLOSING SPECIAL PROJECT PROVISIONS

N/A

SECTION 12.0
STARTING OF THE SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Procedures for starting provided systems, including equipment, pumps, and processes.
2. Provisions for pre-startup inspections by equipment manufacturers.
3. Provisions for instruction and demonstration of operation, adjustment, and maintenance of each system and the component parts.
4. Procedures to place each system in service and operate the system to prove performance and to provide for initial correction of defects in workmanship, calibration, and operation.

1.2 PRICE AND PAYMENT PROCEDURES

A.Measurement and Payment

1. Lump Sum Price - Work associated with this Item is included in the total lump sum price.

1.3 REFERENCES [NOT USED]

1.4 ADMINISTRATIVE REQUIREMENTS

A.Scheduling

1. Schedule training sufficiently in advance to accommodate City staff schedules.

1.5 SUBMITTALS [NOT USED]

1.6 ACTION SUBMITTALS/INFORMATIONAL SUBMITTALS

A.Test and Evaluation Reports

1. Equipment installation reports.

B.Special Procedure Submittals

1. A plan of action for testing, checking, and starting major equipment and process piping systems. Submit reports as required by this Section.

1.7 CLOSEOUT SUBMITTALS

A.Operation and Maintenance Data

1.8 MAINTENANCE MATERIAL SUBMITTALS [NOT USED]

1.9 QUALITY ASSURANCE [NOT USED]

1.10 DELIVERY, STORAGE, AND HANDLING [NOT USED]

1.11 FIELD [SITE] CONDITIONS [NOT USED]

1.12 WARRANTY [NOT USED]**PART 2 - PRODUCTS****2.1 OWNER-FURNISHED PRODUCTS [NOT USED]****2.2 MATERIALS**

A. Testing Instrumentation

1. Furnish any instrumentation or other testing devices necessary to conduct tests.

2.3 ACCESSORIES [NOT USED]**2.4 SOURCE QUALITY CONTROL [NOT USED]****PART 3 - EXECUTION****3.1 INSTALLERS**

A. Services of Manufacturer's Representatives

1. The Manufacturer's representative for inspection, supervision of installation, and training must be an experienced and competent technical (not sales) representative of the Manufacturer or Supplier.
2. Perform installation, adjustment, and testing of the equipment under the direct supervision of the Manufacturer's representative where specified.
3. The Manufacturer's representative is to instruct the City or his authorized personnel on operational procedures and maintenance requirements.
4. Include the cost of the services of the Manufacturer's representative in the equipment price.

3.2 EXAMINATION [NOT USED]**3.3 PREPARATION**

A. Inspection and Start-Up

1. Inspect equipment prior to placing any equipment or system into operation. Make adjustments as necessary for proper operation.
 - a. Check for adequate and proper lubrication.
 - b. Determine that parts or components are free from undue stress from structural members, piping or anchorage.
 - c. Adjust equipment for proper balance and operations.
 - d. Determine that vibrations are within acceptable limits.
 - e. Determine that equipment operates properly under full load conditions.
 - f. Determine that the equipment is in true alignment.

B. Provide instruction and demonstration of the care and operation of the equipment to the Owner's personnel. Instruction is to include classroom and hands-on training.

C. Provide training in adequate detail to ensure that the trainees who complete the program will be qualified and capable of operating and maintaining the equipment, products, and systems provided.

3.4 OPERATOR TRAINING

- A. Operations Training is to include but not be limited to:
1. Orientation to provide an overview of system/subsystem configuration and operation
 2. Terminology, nomenclature, and display symbols.
 3. Operations theory.
 4. Equipment appearance, functions, concepts, and operation.
 5. Operating modes, practices and procedures under normal, diminished, and emergency conditions.
 6. Start-up and shutdown procedures.
 7. Safety Precautions.
 8. On-the-job operating experience for monitoring functions, supervisory, or command activities. Include functions and activities associated with diminished operating modes, failure recognition, and responses to system/subsystem and recovery procedures.
 9. Content and use of Operation and Maintenance manuals and related reference materials.
- B. Provide training for performing on-site routine, preventive, and remedial maintenance of the equipment, product, or system. Maintenance Training is to include but not be limited to:
1. Orientation to provide an overview of system/subsystem concept, configuration, and operation.
 2. Operations theory and interfaces.
 3. Instructions necessary to ensure a basic theoretical and practical understanding of equipment appearance, layout and functions.
 4. Safety Precautions.
 5. Use of standard and special tools and test equipment.
 6. Adjustment, calibration, and use of related test equipment.
 7. Detailed preventive maintenance activities.
 8. Troubleshooting, diagnostics, and testing.
 9. Equipment assembly and disassembly.
 10. Repair and parts replacement.
 11. Parts ordering practices and storage.
 12. Failure and recovery procedures.
 13. Cabling and/or interface connectors.
 14. Content and use of Operation and Maintenance manuals and related reference materials.
 15. Procedures for warranty repairs.
 16. Lubrication.
 17. Procedures, practices, documentation, and materials required to commence system maintenance.
- C. Provide a training plan that indicates the schedule and sequence of the training programs. The training plan is to include for each course:

1. Number of hours for the course.
2. Agenda and narrative description, including the defined objectives for each lesson.
3. Draft copy of training handbooks.
4. A descriptive listing of suggested reference publications.
5. Audio-visual equipment required for training.
6. Type and number of tools or test equipment required for each training session.

D. Provide and use training aids to complement the instruction and enhance learning.

1. Provide training handbooks for use in both the classroom and the hands-on phases of training for each course.
2. Instructional materials shall include references to the Operation and Maintenance Manuals and identify and explain the use of the manual.
3. Provide a copy of all audio/visual training materials used in the presentations.

E. Provide qualified instructors to conduct the training.

1. Instructors must have knowledge of the theory of operation and practical experience with the equipment, product, or system.
2. Instructors must have successfully conducted similar training courses.

F. Training may be recorded by the Owner or its consultants for use in future training. Provide legal releases or pay additional fees required to allow training by the manufacturer to be recorded.

G. Schedule for training is to be approved by Owner.

1. Schedule training and start-up operations for no more than one (1) piece of equipment or system at a time.
2. Owner may require re-scheduling of training if operations personnel are not available for training on a scheduled date.
3. Provide a minimum of two (2) weeks notice if training must be rescheduled.
4. Training is to be limited to twenty (20) hours per week. Time required for training is to be considered in the development of the project schedule.

H. Schedule and coordinate training for equipment, products, or systems which depend upon other equipment or systems for proper operation so that trainees can be made familiar with the operation and maintenance of the entire operating system.

I. Conduct a training course for the equipment products and systems listed below. Training is to be adequate to meet the training objectives described above and is to be for at least the minimum time indicated.

Equipment/System Description	Minimum Hours / Sessions
Submersible Pumps	4 / 1
Standby Generator Set	4 / 1
Process Control Systems Training	4 / 1

3.5 REPAIR [NOT USED]**3.6 RE-INSTALLATION [NOT USED]****3.7 FIELD QUALITY CONTROL****A.Initial Maintenance**

1. Maintain equipment until the project is accepted by the Owner.
 - a. Ensure that mechanical equipment is properly greased, oiled, or otherwise cared for as recommended by the Manufacturer.
 - b. Operate air handling equipment only when filters are in place and are clean. Change filters weekly during construction.
2. Service equipment per the Manufacturer's instructions immediately before releasing the equipment to the Owner.
 - a. Replace replaceable filters and clean permanent filters associated with other packaged equipment.
 - b. Remove and clean screens at strainers in piping systems.
 - c. Clean insects from intake louver screens.

3.8 SYSTEM STARTUP

A.Start, test, and place equipment and systems into operation for 30 days to allow the City and Engineer to observe the operation and overall performance of the equipment and to determine that controls function as intended.

B.Equipment which operates on a limited or part-time basis shall be operated in the presence of the City and Engineer to demonstrate that controls function as specified.

C.Perform acceptance test as specified in individual specification sections. Demonstrate that equipment and systems meet the specified performance criteria.

D.Unless specifically stated otherwise in the individual equipment specifications, equipment and systems are not substantially complete until the end of this initial operation period. If an exception to this requirement is specifically noted in an individual equipment specification, the exception shall only apply to that particular piece of equipment and not to the remaining components provided under the project.

3.9 ADJUSTING [NOT USED]**3.10 CLEANING [NOT USED]****3.11 CLOSEOUT ACTIVITIES [NOT USED]****3.12 PROTECTION [NOT USED]****3.13 MAINTENANCE [NOT USED]****3.14 ATTACHMENTS [NOT USED]**

END OF SECTION

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.

Mountain Cascade of Texas, LLC
Alvarado, TX United States

Certificate Number:
2024-1160589

Date Filed:
05/13/2024

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

The City of Burleson

Date Acknowledged:

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

DV2401
Burleson Westside Lift Station, Force Main and Gravity Sewer

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mountain Cascade of Texas, LLC	Alvarado, TX United States	X	

5 Check only if there is NO Interested Party.

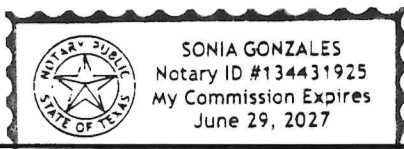
6 UNSWORN DECLARATION

My name is Jason Williford, and my date of birth is _____.

My address is 2860 Wesley Street, Midlothian, TX, 76065, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 14 day of May, 2024.
(month) (year)



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

**Burleson 4A Economic Development Corporation
RESOLUTION 4A05202024WestsideLift**

WHEREAS, the Burleson 4A Economic Development Corporation (“Type A Corporation”), known as the 4A Corporation, was incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979 (the “Act”); and

WHEREAS, the City of Burleson, Texas (“City”), R.A. Development, Ltd. (“Developer”), the Burleson 4A Economic Development Corporation, and other parties entered into that certain Chapter 380 and Economic Development and Performance Agreement, for the development of Chisholm Summit and Hooper Business Park (the “Agreement”), and whereby, among other things, the Type A Corporation agreed to make certain sewer improvements; and

WHEREAS, the City is considering awarding a sealed proposal in CSP 2024-015 for construction of the Burleson Westside Lift Station, force main, and gravity sewer project, which are sewer improvements described in the Agreement; and

WHEREAS, the Type A Corporation believes the sewer improvements described in CSP 2024-015 are required for the development of Hooper Business Park, a business park of over 90 acres owned by the Type A Corporation; and

WHEREAS, on July 6, 2023, the Type A Corporation entered into a performance agreement with Craftmasters Real Estate, LLC, to develop approximately 62 acres of the Hooper Business Park, and whereby, among other things, the Type A Corporation agreed to extend sewer lines to the Craftmasters property in Hooper Business Park; and

WHEREAS, the Type A Corporation believes the sewer improvements described in CSP 2024-015 are required for the corporation to meet its obligations under the performance agreement with Craftmasters Real Estate, LLC; and

WHEREAS, after studying the required flows and anticipated land uses, the Type A Corporation believes its proportional share of the improvements set forth in CSP 2024-015 would be over thirty-six percent (36%) due to the requirements and needs of Hooper Business Park; and

WHEREAS, the Type A Corporation, in order to serve Hooper Business Park and meets its obligations under its performance agreements desires to expend \$2,800,000.00 towards the costs of the contract award under CSP 2024-015; and

WHEREAS, the Type A Corporation finds and determines that the expenditures described above constitute a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure improvements related to sewer

utilities, streets and roads, drainage, and site improvements necessary to promote new or expanded business development and enterprises; and

WHEREAS, the Type A Corporation desires that the City award and enter into a contract on the sewer improvements described in CSP 2024-015 with the Type A Corporation expending \$2,800,000 towards the costs of the contract.

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

Section 1

The Type A Corporation authorizes the expenditure of \$2,800,000.00 towards the costs of the contract awarded under CSP 2024-015 for construction of the Burleson Westside Lift Station, force main, and gravity sewer project.

Section 2

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

DULY RESOLVED by the Burleson 4A Economic Development Corporation on the _____ day of _____, 20_____.

Dan McClendon, President
Burleson 4A Economic Development Corporation

ATTEST:

Amanda Campos, Secretary
Burleson 4A Economic Development Corporation

(Seal)

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: May 20, 2024

SUBJECT:

Consider approval of award of bid ITB 2024-013 to Gratex Utilities Inc. for the 2023 Water and Wastewater Rehabilitation project in the amount of \$6,752,053 with a project contingency of \$337,602 for a total amount of \$7,089,655. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)

SUMMARY:

The Water and Wastewater component of the Five-year Capital Improvement Program anticipates an annual contract to replace aging water and sewer infrastructure.

The twelve segments included with this project were identified based internal records of age and materials of existing utilities and maintenance records. In general, both the existing water and wastewater systems are replaced in each street each street and the full depth and width of the streets are then repaved.

The project was advertised for construction bids beginning March 20, 2024. Three bids were publicly opened on April 23, 2024, as summarized in the table below. Staff requests approval of an additional \$337,602 contingency for a total encumbrance amount of \$7,089,655. This provides staff a limited ability to more quickly react to unexpected conditions arising during construction and reduce the potential for extending the inconvenience of property owners, businesses, and the traveling public due to construction activity.

The construction bids are based on a 300 calendar-day contract period. Staff anticipates issuing Notice to Proceed to begin contract time in at the end of May.

Bid Summary Table		
Gratex Utilities Inc. \$6,752,053.00	Jackson Construction Ltd. \$7,052,338.00	Texas Materials Group, Inc. \$8,017,726.17

RECOMMENDATION:

Approval of award of bid ITB 2024-013 to Gratex Utilities Inc. for the 2023 Water and Wastewater Rehabilitation project in the amount of \$6,752,053 with a project contingency of \$337,602 for a total authorization of \$7,089,655.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted: Y
Fund Name: Water and Sewer Bonds
Full Account #s: 5203101-70020
Amount: \$7,050,405
Project No.: WW2390

Budgeted: Y
Fund Name: GO Bond
Full Account #s: 4213101-70020
Amount: \$39,250
Project No.: WW2390

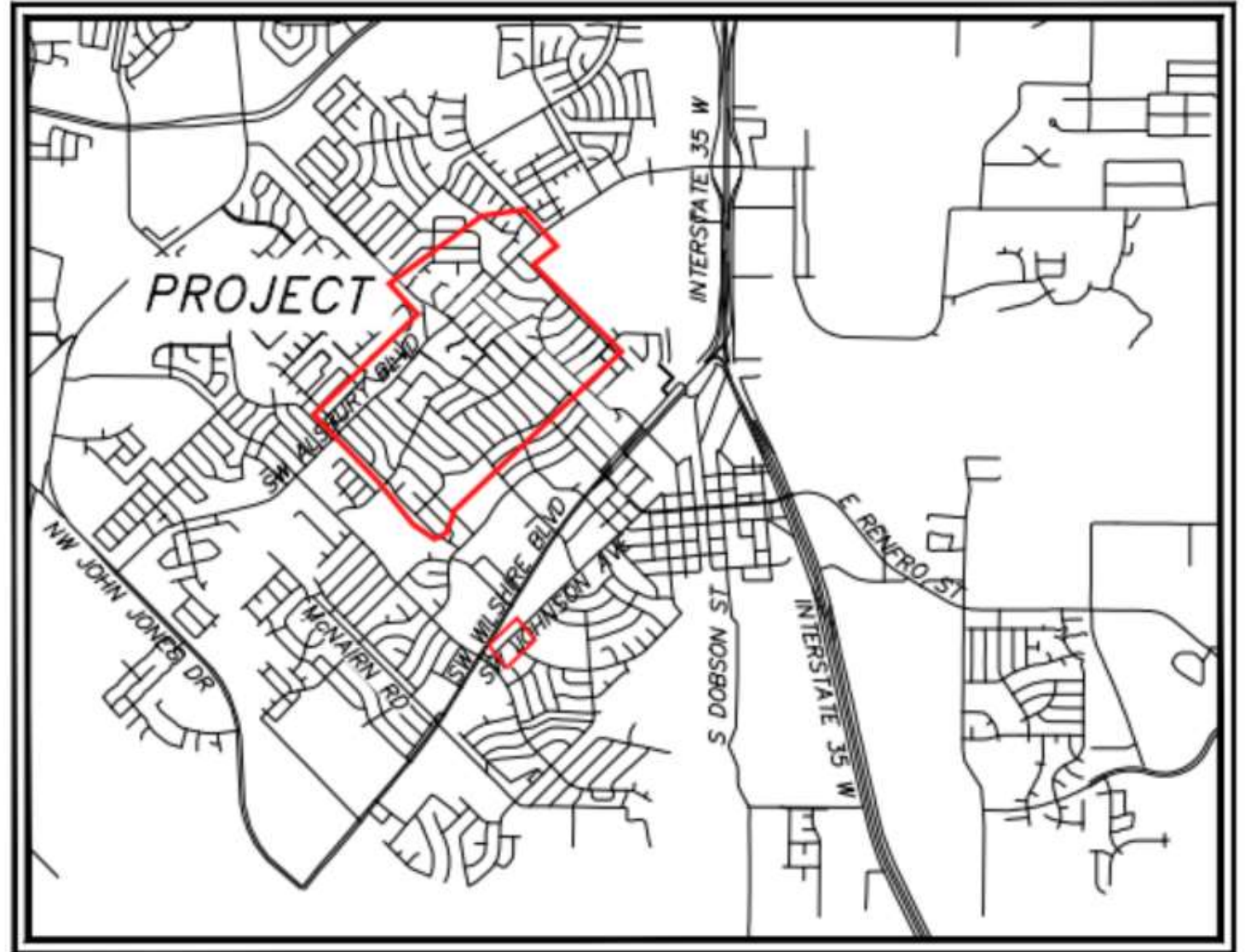
Budgeted: Y
Fund Name: Water and Wastewater Fund
Full Account #s: 5017102-70045
Amount: \$64,276

STAFF CONTACT:

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

2023 WATER AND SEWER REHABILITATION PROJECT

Construction Contract
May 20, 2024



LOCATION MAP

Project Overview



- Water / Wastewater component of the overall Five-year Capital Improvement Program anticipates an annual construction contract to address incremental rehabilitation of the system
- Segments included for this year's contract were identified based on water and sewer line records of age, materials, and maintenance concerns
- General project scope is to replace aged water and/or wastewater lines and repave the street

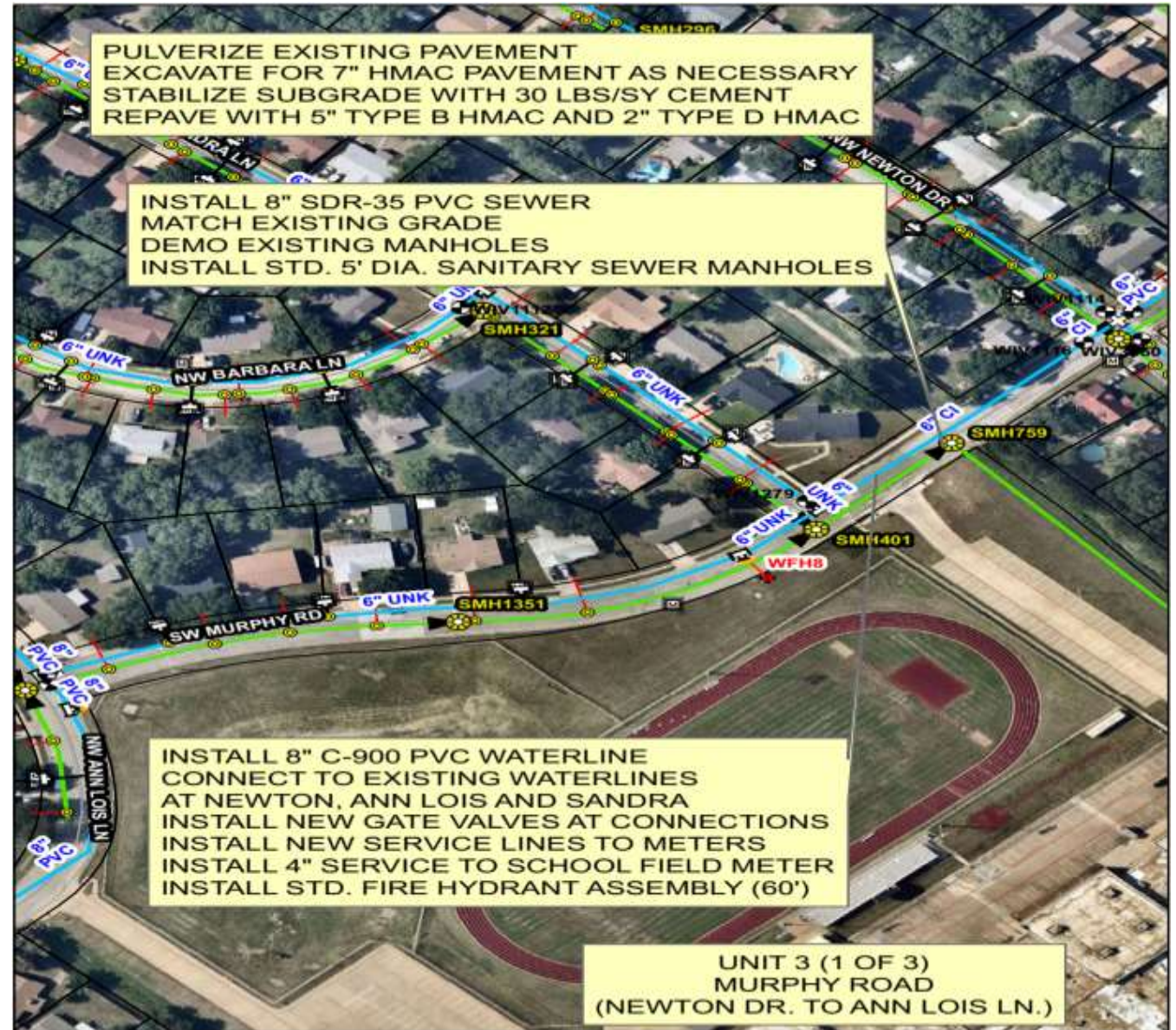
- SW Rand Dr.
- NW Ann Lois Ln.
- SW Murphy Rd.
- NW Barbara Ln.
- NW Chisholm St.
- Chisholm Ct.
- NE Michael Dr.
- NW James Cir.
- NE Timber Ridge Dr.
- Forest Ct.

- Short St.
- SW Johnson Ave. (sewer crossing only)

Project Overview

Primary Components:

- 47,160 SY of 7" Asphalt Pavement with 6" Stabilized Subgrade
- 8,468 LF of 8" PVC water Line
- 11,665 LF of 8" PVC sewer Line
- Contract Time: 300 Calendar Days



Project Phasing

- All work along SW Murphy Rd. contractually obligated for completion by August 13, 2024, before BISD returns
- Johnson Ave. sewer work to be completed early in the project
- Temporary water systems to be installed and functional prior to beginning water line replacement
- Contractor to keep residential access available at all times except the limited time needed for asphalt curing

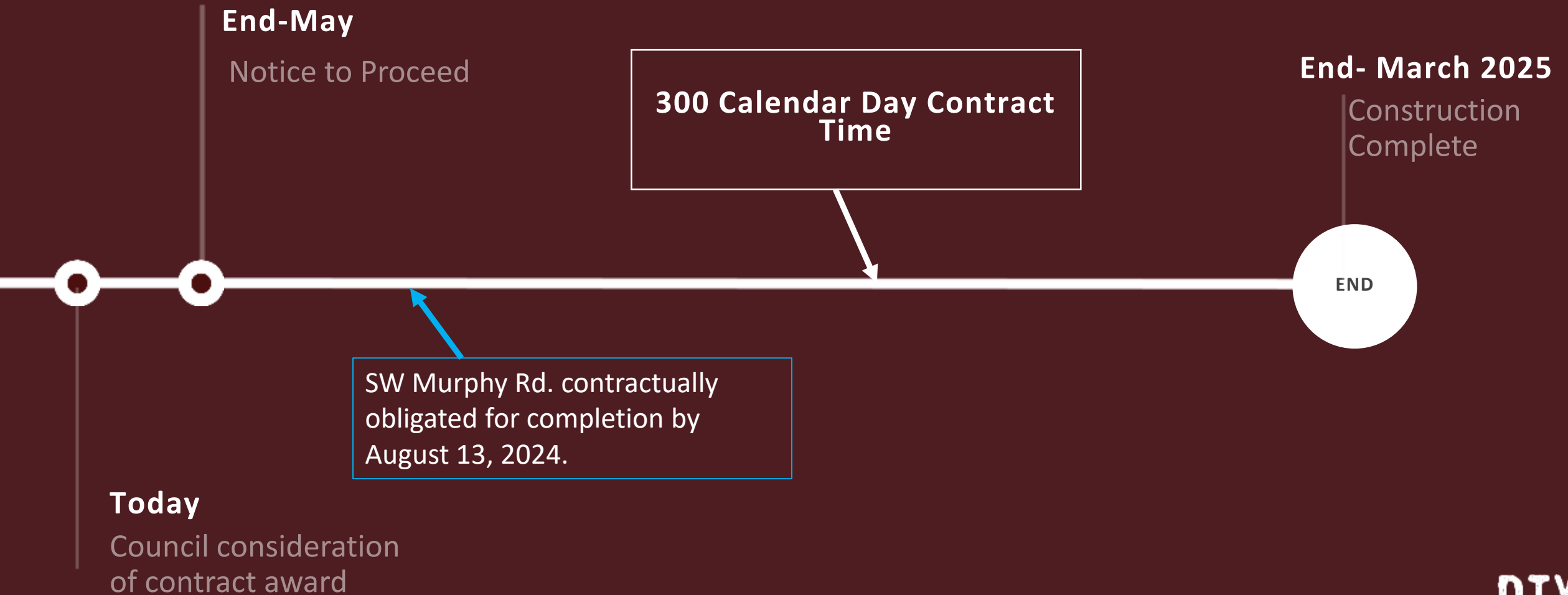


Construction Procurement

- Invitation to Bid issued March 20, 2024, three bids were received April 23, 2024:
 - Gratex Utilities Inc. - \$6,752,053.00
 - Jackson Construction. Ltd.- \$7,052,338.00
 - Texas Materials Group, Inc.- \$8,017,726.17
- Funding (\$7,089,655):
 - Water & Sewer Bond (\$6,986,129)
 - GO Bond (\$39,250) [portion of James Cir. Including in GO Bond Program]
 - Wastewater Operating Funds (\$64,276) [Johnson Ave restoration from previous repair by staff that would normally be funded by the operating budget]
- Staff Recommends:
 - Award of Gratex Utilities Inc. bid
 - Contingency Fund: \$337,602 (5%)
 - **Total Authorization: \$7,089,655**



Project Timeline



Recommended Council Action

Approve award of bid to Gratex Utilities Inc. in the amount of \$6,752,053 with a project contingency of \$337,602 for a total authorization of \$7,089,655

Questions / Discussion

Errick Thompson

Public Works & Engineering

ethompson@burlesontx.com

817-426-9610

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: 2023 Water and Wastewater Rehabilitation Project
Project No. WW2390

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **2023 Water and Wastewater Rehabilitation Project, OWNER Project No. WW2390**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City of Burleson, hereinafter called "OWNER" to the Contractor will be made based on the actual quantity installed in the field.

	8" subgrade											
210	Cement at 30 lbs	TON	32					8000	312.50	312.0		9,984.00
211	2" HMAc Type "D" pavement	SY	2100					31542	18.78	19.0		39,900.00
212	5" HMAc Type "B" pavement	SY	2100					70896	42.20	43.0		90,300.00
213	Concrete Driveway Repair	SY	20					3240	202.50	202.0		4,040.00
214	Concrete Valley Gutter	SF	75					1350	22.50	23.0		1,725.00
												395,952.00
	----- UNIT 3, ANN LOIS, MURPHY RD., RAND DR -----											
301	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (open cut install in existing trench line) (includes thrust blocking, Megalug restraints, and temporary trench patch)	LF	1500	12.5	65,000	3600	30206		82.34	83.0		124,500.00
302	Standard water line connection	EA	5	5	26,000	1600	4235		7,958.75	7,959.0		39,795.00
303	1" water service connection	LF	150	2	10,400	240	14189		206.91	109.0		16,350.00
304	4" water service connection	LF	100	2	10,400	60	2614		163.43	164.0		16,400.00
305	Standard fire hydrant assembly (60')	EA	1	0.25	1,300	60	4446		7,257.50	7,258.0		7,258.00
306	8" Gate Valves	EA	6	0.3	1,560	1500	11414		3,015.42	3,016.0		18,096.00
307	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	2500	25	130,000	13825	24083		83.95	84.0		210,000.00
308	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line	LF	1300	13	67,600	1755	7192		73.60	74.0		96,200.00
309	Demo and remove existing 4' sanitary sewer manhole	EA	7	0.7	3,640				650.00	650.0		4,550.00
310	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	8	4	20,800	2480	41032		10,048.75	10,049.0		80,392.00
311	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	10050					199191	24.78	25.0		251,250.00
312	Cement at 30 lbs	TON	151					37750	312.50	312.0		47,112.00
313	2" HMAc Type "D" pavement	SY	10050					150951	18.78	19.0		190,950.00
314	5" HMAc Type "B" pavement	SY	10050					339288	42.20	43.0		432,150.00
315	Install bi-directional curb ramps	EA	6					28800	6,000.00	6,000.0		36,000.00
316	Install single directional curb ramps	EA	3					12600	5,250.00	5,250.0		15,750.00
317	Concrete sidewalk and driveway repair	SY	200					32400	202.50	202.0		40,400.00
318	Concrete valley gutter	SF	125					2250	22.50	22.0		2,750.00
												1,629,903.00
	----- UNIT 4M, CHISHOLM CT., CHISHOLM RD., AND RAND DR -----											
401	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (install in street min. 9' from sewer abandon existing waterline in place) (includes thrust blocking, Megalug restraints, and temporary trench patch)	LF	3100	25.8	134,160	7440	62284		82.21	83.0		257,300.00
402	Standard water line connection	EA	5	5	26,000	1600	5891		8,372.75	8,373.0		41,865.00
403	1" water service connection	LF	1100	14.7	76,180	1700	15092		105.65	109.0		119,900.00
404	8" Gate Valves	EA	9	0.6	3,120	1450	17121		3,012.64	3,016.0		27,144.00
405	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	4950	49.5	257,400	27373	47306		83.86	84.0		415,800.00
406	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line	LF	1750	17.5	91,000	2362	9186		73.25	74.0		129,500.00

407	Demo and remove existing 4' sanitary sewer manhole	EA	6	0.6	3,120			650.00	650.0	3,900.00	
408	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	7	3.5	18,200	2170	35903	10,048.75	10,049.0	70,343.00	
410	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	9400		-			186308	24.78	25.0	235,000.00
411	Cement at 30 lbs	TON	141		-			35250	312.50	312.0	43,992.00
412	2" HMAC Type "D" pavement	SY	9400		-			141188	18.78	19.0	178,600.00
413	5" HMAC Type "B" pavement	SY	9400		-			317344	42.20	43.0	404,200.00
414	Concrete sidewalk and driveway repair	SY	100		-			16200	202.50	202.0	20,200.00
415	Concrete valley gutter	SF	200		-			3600	22.50	22.0	4,400.00
416	Install single direction curb ramps	EA	2		-			8400	5,250.00	5,250.0	10,500.00
417	Standard fire hydrant assembly (60')	EA	1	0.5	2,600	120	8892	14,515.00	7,258.0	7,258.00	
											1,969,902.00
	----- UNIT 5, TIMBER RIDGE DR., TIMBER RIDGE CT., FOREST CT										
501	Mill existing pavement and overlay with 2" Type D HMAC	SY	7449		-			151959	25.50	25.0	186,225.00
502	Cement at 30 lbs for subgrade stabilization as directed (Note: this pay item assumes approximately 25% of the subgrade may need stabilization)	TON	28		-			7000	312.50	312.0	8,736.00
503	Concrete Valley Gutter	SF	200		-			3600	22.50	23.0	4,600.00
504	Remove and Replace Existing Curb and Gutter	LF	200		-			10000	62.50	63.0	12,600.00
505	Pulverize existing pavement, reshape and cement stabilize	SY	1853		-			36925	24.91	25.0	46,325.00
											258,486.00
	----- UNIT 6, SHORT ST -----										
601	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (install in street min. 9' from sewer abandon existing waterline in place) (includes thrust blocking, Megalug restraints, and temporary trench patch)	LF	240	2	10,400	570	4805		82.16	83.0	19,920.00
602	Standard water line connection	EA	2	2	10,400	640	2356		8,372.50	8,373.0	16,746.00
603	8" Gate Valves	EA	2	0.13	676	345	3805		3,016.25	3,016.0	6,032.00
604	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	290	2.9	15,080	1604	2790		83.94	84.0	24,360.00
605	Demo and remove existing 4' sanitary sewer manhole	EA	1	0.1	520				650.00	650.0	650.00
606	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	1	0.5	2,600	310	5129		10,048.75	10,049.0	10,049.00
607	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	693		-			13735	24.77	25.0	17,325.00
608	Cement at 30 lbs	TON	11		-			2750	312.50	312.0	3,432.00
609	2" HMAC Type "D" pavement	SY	693		-			10408	18.77	19.0	13,167.00
610	5" HMAC Type "B" pavement	SY	693		-			23395	42.20	43.0	29,799.00
611	Concrete valley gutter	SF	200		-			3600	22.50	22.0	4,400.00
											145,880.00
	----- UNIT 7, NW BARBARA LN -----										
701	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (open cut install in existing trench line) (includes thrust blocking, Megalug restraints, and	LF	2265	18.9	98,280	5436	45817		82.52	83.0	187,995.00

	temporary trench patch)										
702	Standard water line connection	EA	4	4	20,800	1280	4713		8,372.81	8,373.0	33,492.00
703	8" Gate Valves	EA	5	0.33	1,716	835	9512		3,015.75	3,016.0	15,080.00
704	1" water service connection	LF	1190	15.9	82,680	1607	19277		108.79	109.0	129,710.00
705	Standard fire hydrant assembly	EA	3	0.75	3,900	180	16427		8,544.58	7,258.0	21,774.00
706	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	2393	23.9	124,280	13233	22890		83.79	84.0	201,012.00
707	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main)	LF	1692	16.9	87,880	2284	9495		73.63	74.0	125,208.00
708	Demo and remove existing 4' sanitary sewer manhole	EA	5	0.5	2,600				650.00	650.0	3,250.00
709	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	5	2.5	13,000	1550	25645		10,048.75	10,049.0	50,245.00
710	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	6960		-		137947		24.77	25.0	174,000.00
711	Cement at 30 lbs	TON	105		-		26250		312.50	312.0	32,760.00
712	2" HMA Type "D" pavement	SY	6960		-		104539		18.77	19.0	132,240.00
713	5" HMA Type "B" pavement	SY	6960		-		234969		42.20	43.0	299,280.00
714	Concrete Driveway Repair	SY	20		-		3240		202.50	203.0	4,060.00
715	Concrete Valley Gutter	SF	150		-		2700		22.50	23.0	3,450.00
716	Design and implement traffic control plan for crossing Alsbury Blvd.	LS	1		-		5000		6,250.00	6,250.0	6,250.00
717	Permanent concrete pavement trench line repair for Alsbury Blvd. crossing	LF	100		-		25000		312.50	313.0	31,300.00
											1,451,106.00
	----- UNIT 8, NE JAMES CIRCLE -----										
801	8" PVC AWWA C-900, DR-18 waterline and ductile iron fittings (open cut install in existing trench line) (includes thrust blocking, Megalug restraints, and temporary trench patch)	LF	613	5.1	26,520	1471	12463		82.49	83.0	50,879.00
802	Standard water line connection	EA	2	2	10,400	640	2356		8,372.50	8,373.0	16,746.00
803	8" Gate Valves	EA	2	0.13	676	345	3805		3,016.25	3,016.0	6,032.00
804	1" water service connection	LF	440	5.88	30,576	595	8155		111.72	109.0	47,960.00
805	Standard fire hydrant assembly	EA	1	0.25	1,300	60	5505		8,581.25	7,258.0	7,258.00
806	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	720	7.2	37,440	3982	6960		84.00	84.0	60,480.00
807	4" PVC SDR-35 sewer lateral pipeline installed in existing trench line (NOTE: all existing sewer laterals to be replaced along with sewer main)	LF	400	4	20,800	540	3096		76.36	74.0	29,600.00
808	Demo and remove existing 4' sanitary sewer manhole	EA	3	0.3	1,560				650.00	650.0	1,950.00
809	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	3	1.5	7,800	930	15387		10,048.75	10,049.0	30,147.00
810	Mill existing pavement and overlay with 2" Type D HMA	SY	1570		-		32028		25.50	25.0	39,250.00
811	Cement at 30 lbs for subgrade stabilization as directed (Note: this pay item assumes approximately 25% of the subgrade may need stabilization)	TON	30		-		7500		312.50	312.0	9,360.00
812	Pulverize existing pavement, reshape and cement stabilize	SY	1978		-		39203		24.77	25.0	49,450.00

813	2" HMAC Type D pavement	SY	1978					29709	18.77	19.0	37,582.00
814	5" HMAC Type B pavement	SY	1978					66777	42.20	43.0	85,054.00
											471,748.00
	UNIT 9, NW MCNAUL RD										
901	Pulverize existing pavement, reshape and cement stabilize 8" subgrade	SY	6960					127947	24.77	25.0	174,000.00
902	Cement at 30 lbs	TON	105					26250	312.50	312.0	32,760.00
903	2" HMAC Type "D" pavement	SY	6960					104539	18.77	19.0	132,240.00
904	5" HMAC Type "B" pavement	SY	6960					234969	42.20	43.0	299,280.00
905	Hydromulch	SY	1500					7500	6.25	7.0	10,500.00
											648,780.00
	----- UNIT 10, SW JOHNSON AVE, SEWER -----										
1001	8" PVC SDR-35 sewer pipeline installed in existing trench line	LF	242	2.42	12,584	1338	2399		84.30	84.0	20,328.00
1002	8" (C-900 PVC PRESSURE PIPE) sewer pipeline by oc across SW Johnson Ave. compact trench line complete w/6" flowable fill cap & 7" asphalt patch 6' wide	LF	50	0.5	2,600	3002	816		160.45	161.0	8,050.00
1003	4" PVC SDR-35 sewer lateral pipeline inst in exist trench line (NOTE: all exist sew laterals to be replaced along with sewer main)@	LF	50	0.5	2,600	277	345		80.55	81.0	4,050.00
1004	Install standard 5' diameter sanitary sewer manhole with 30" lid	EA	2	1	5,200	620	10258		10,048.75	10,049.0	20,098.00
1005	Concrete Driveway Repair	SY	50		-			8100	202.50	202.0	10,100.00
1006	Concrete Valley Gutter	SF	75		-			1350	22.50	22.0	1,650.00
											64,276.00
				337							
											7,400,833.00

* Revised Total w/ removing unit 9. \$6,752,053

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 300 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond for _____ (\$_____5%) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may over lap at Contractors discretion). TOTAL DAYS: 300

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the OWNER reserves the right to delete any portion of this project, as it may deem necessary to stay within the

OWNER's available funds. Should the OWNER elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the OWNER reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the OWNER's available funds.
12. BIDDER accepts the provisions as to liquidated damages per the below schedule in the event of failure to complete the work on time.

Liquidated Damages Schedule

<u>Construction Contract Value</u>	<u>Liquidated Damages (per day)</u>
Less than \$100,000	\$240
Between \$100,000 and \$1,000,000	\$500
Greater than \$1,000,000	\$1,000

13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

_____ Company

By _____
(Please Print)

_____ Title

_____ Address

_____ City State Zip

(Seal if corporation)

Submitted by _____

An Individual
A Corporation
A Partnership

Doing Business as _____

(Complete A or B below, as applicable)

[]A. The principal place of business of our company is in the State of _____.

Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.

A copy of statute is attached.

[]B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ _____

ALL OTHER CHARGES: \$ _____

*TOTAL: \$ _____

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

SECTION 7

STATE OF TEXAS §

Contract

COUNTY OF JOHNSON §

PROJECT NO. WW2390

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

hereinafter called "Contractor."

W I T N E S S E T H:

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

2023 Water and Wastewater Rehabilitation Project

City of Burleson Project No. WW2390

(Excluding Bid Unit 9)

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

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

complete same within 300 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

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

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

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

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

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this

Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

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

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

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

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

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

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Gra-Tex Utilities, Inc.
Kennedale, TX United States

Certificate Number:
2024-1150201

Date Filed:
04/22/2024

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

City of Burleson

Date Acknowledged:

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

ITB 2024-013
Water & Wastewater Rehabilitation

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: May 20, 2024

SUBJECT:

Consider approval of award of bid ITB 2024-014 to American Lighting and Signalization, LLC for the Hidden Creek Pkwy. and Gardens Blvd. Traffic Signal Project in the amount of \$404,243 with a project contingency of \$41,000 for a total authorization of \$445,243. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*

SUMMARY:

In 2021, The Standard at Chisenhall development was constructed along Hidden Creek Parkway across from Gardens Blvd. After the buildout, the traffic from Gardens Blvd. trying to turn eastbound onto Hidden Creek Parkway and the traffic leaving the development turning westbound onto Hidden Creek Parkway began having difficulties with the conflicting turning movements along the busy corridor. In May 2023, a consultant was hired design a project to signalize the intersection. Design was completed in November 2023.

The project will install a new traffic signal including signal poles, master arms, cabinet, controller, battery backup system, traffic detection system, pedestrian component, communication, and ADA ramps. Construction is anticipated to be completed fall 2024.

The project was advertised for construction bids beginning March 22, 2024. Five bids were publicly opened on April 24, 2024. American Lighting and Signalization, LLC provided the lowest bid of \$404,243. Staff requests approval of an additional \$41,000 contingency for a total amount of \$445,243.

RECOMMENDATION:

Approve award of bid ITB 2024-014 to American Lighting and Signalization, LLC for the Hidden Creek Pkwy. and Gardens Blvd. Traffic Signal Project in the amount of \$404,243 with a project contingency of \$41,000 for a total authorization of \$445,243.

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

- Infrastructure and Development Committee was briefed on the project January 10, 2024
- City Council amended the Capital Improvement Program on March 8, 2024, including allocating \$550,000 for this project

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: Street Bond
Amount: \$445,243
Project (if applicable):TR2303

STAFF CONTACT:

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

Hidden Creek Pkwy. and Gardens Blvd. Traffic Signal Project

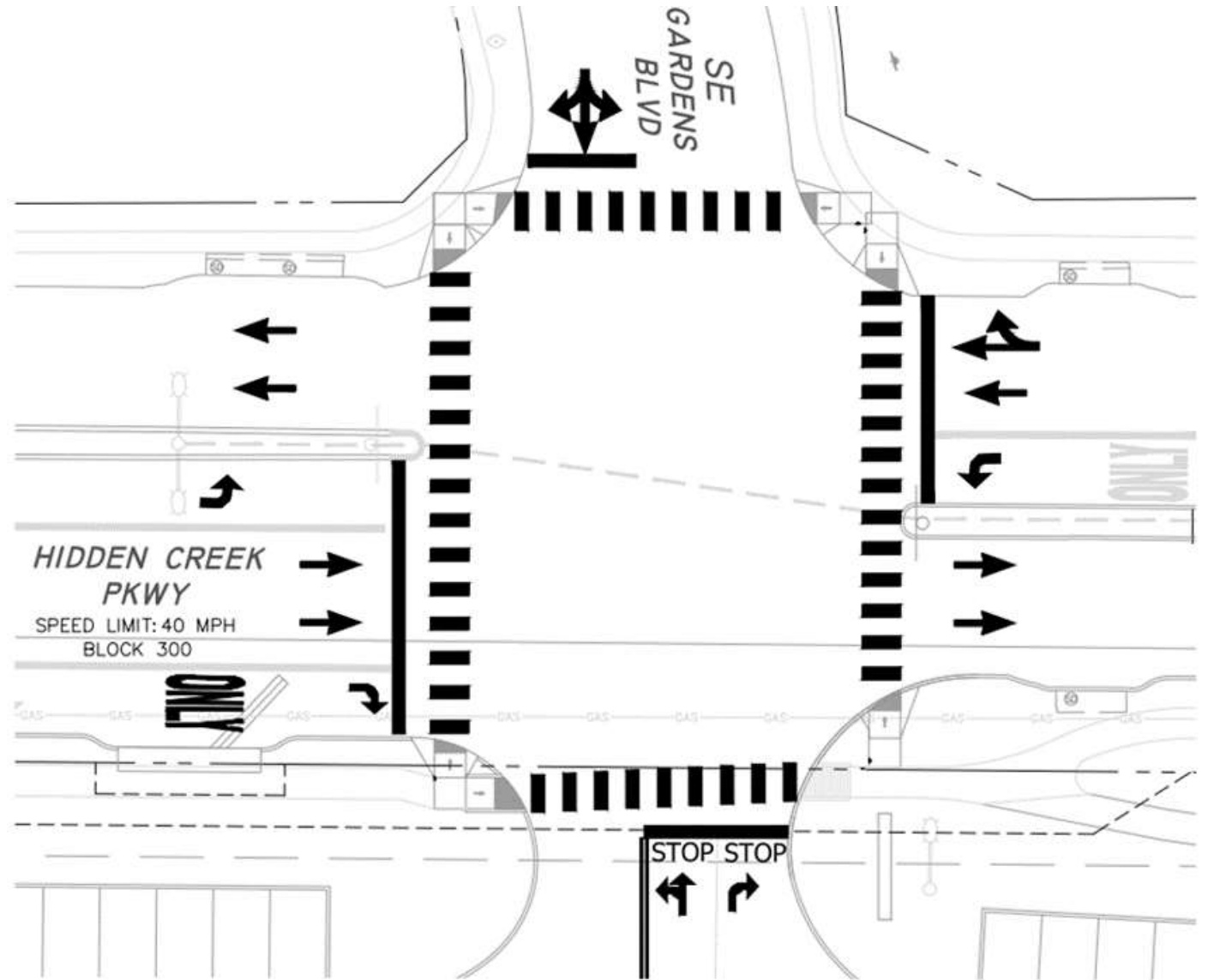
Award of Bid
May 20, 2024



Project Overview

New permanent traffic signal installation including signal poles, mast arms, controller cabinets, detection equipment, pedestrian components, ADA ramps, etc.

Signal timing to coincide the rest of the coordinated Hidden Creek Parkway signal corridor



Project Progress

- November 2023: Design completed
- January 2024: Project presented as part of capital program update to Infrastructure and Development Committee who supported staff proceeding with construction bidding
- March 2024:
 - Council amended 5-yr CIP for FY23-24 including \$550k for construction funding
 - Invitation to Bid advertised
- April 2024: Five bids received



Construction Procurement

- Five (5) bids received:
 - American Lighting and Signalization, LLC - \$404,243
 - EAR Telecommunications LLC - \$427,446
 - Bean Electrical Inc. - \$488,081
 - Road Solutions - \$538,262
 - Elecnor Belco Electric, Inc. – \$608,239
- Funding Source: Street Bond (Construction Budget \$550,000)
- Staff Recommends:
 - Award of the lowest bid received from American Lighting and Signalization, LLC at \$404,243.
 - Contingency: \$41,000
 - **Total Authorization: \$445,243**
- Construction project will also include approximately \$68k in City-supplied equipment being procured to avoid markups, maintain consistency, and take advantage of favorable pricing



Project Timeline



Today

Council consideration of contract award

May

Notice to Proceed

Fall 2024

Construction Complete

END

Action Requested

Approve award of bid to American Lighting and Signalization, LLC in the amount of \$404,243 with a project contingency of \$41,000 for a total authorization of \$445,243

Questions / Discussion

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

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: Hidden Creek Pkwy. and Garden Blvd. Traffic Signal Project
Project No. TR2303

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **Hidden Creek Pkwy. and Gardens Blvd. Traffic Signal Project**, OWNER **Project No. TR2303**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City of Burleson, hereinafter called "OWNER" to the Contractor will be made based on the actual quantity installed in the field.

Responses

Success: All data is valid!

Status	Bid/No Bid Decision	#	Item	Quantity Required	Unit	Numeric Unit Price	Total Cost
Success: All values provided	Bid	#0-1	REMOVING CONC (MEDIANS)	2	SY	\$ 271.25	\$ 542.50
Success: All values provided	Bid	#0-2	REMOVING CONC (SIDEWALKS)	2	SY	\$ 381.56	\$ 763.12
Success: All values provided	Bid	#0-3	DRILL SHAFT (TRF SIG POLE) (30 IN)	12	LF	\$ 402.81	\$ 4,833.72
Success: All values provided	Bid	#0-4	DRILL SHAFT (TRF SIG POLE) (36 IN)	42	LF	\$ 460.54	\$ 19,342.68
Success: All values provided	Bid	#0-5	MOBILIZATION	1	LS	\$ 30,000.00	\$ 30,000.00
Success: All values provided	Bid	#0-6	BARRICADES, SIGNS AND TRAFFIC HANDLING	1	MO	\$ 17,243.75	\$ 17,243.75
Success: All values provided	Bid	#0-7	CONC SIDEWALKS (5")	3	SY	\$ 398.12	\$ 1,194.36
Success: All values provided	Bid	#0-8	CURB RAMPS (TY 1)	7	EA	\$ 3,594.20	\$ 25,159.40
Success: All values provided	Bid	#0-9	CONCRETE MEDIAN (NOSE)	2	SY	\$ 885.00	\$ 1,770.00
Success: All values provided	Bid	#0-10	CONDT (PVC) (SCH 80) (2")	200	LF	\$ 31.36	\$ 6,272.00
Success: All values provided	Bid	#0-11	CONDT (PVC) (SCH 80) (3")	130	LF	\$ 38.09	\$ 4,951.70
Success: All values provided	Bid	#0-12	CONDT (PVC) (SCH 80) (4")	40	LF	\$ 45.19	\$ 1,807.60
Success: All values provided	Bid	#0-13	CONDT (PVC) (SCH 80) (4") (BORE)	560	LF	\$ 52.38	\$ 29,332.80
Success: All values provided	Bid	#0-14	CONDT (RM) (2")	30	LF	\$ 53.65	\$ 1,609.50
Success: All values provided	Bid	#0-15	ELEC CONDR (NO.12) INSULATED	1044	LF	\$ 1.72	\$ 1,795.68
Success: All values provided	Bid	#0-16	ELEC CONDR (NO.8) INSULATED	2050	LF	\$ 3.25	\$ 6,662.50
Success: All values provided	Bid	#0-17	ELEC CONDR (NO.6) BARE	810	LF	\$ 2.69	\$ 2,178.90
Success: All values provided	Bid	#0-18	ELEC CONDR (NO.4) BARE	25	LF	\$ 4.83	\$ 120.75
Success: All values provided	Bid	#0-19	ELEC CONDR (NO.4) INSULATED	50	LF	\$ 5.60	\$ 280.00
Success: All values provided	Bid	#0-20	GROUND BOX TY C (162911)W/APRON	4	EA	\$ 2,515.00	\$ 10,060.00
Success: All values provided	Bid	#0-21	ELC SRV TY D 120/240 100(NS)AL(E)PS(U)	1	EA	\$ 9,150.00	\$ 9,150.00
Success: All values provided	Bid	#0-22	RELOCATE SM RD SN SUP&AM TY 10BWG	1	EA	\$ 1,351.25	\$ 1,351.25
Success: All values provided	Bid	#0-23	REMOVE SM RD SN SUP&AM	1	EA	\$ 362.50	\$ 362.50
Success: All values provided	Bid	#0-24	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	569	LF	\$ 3.58	\$ 2,037.02
Success: All values provided	Bid	#0-25	REFL PAV MRK TY I (W)(ARROW)(100MIL)	2	EA	\$ 11.11	\$ 22.22

Success: All values provided	Bid	#0-26	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)	1	EA	\$ 300.00	\$ 300.00
Success: All values provided	Bid	#0-27	REFL PAV MRK TY I (W)(WORD)(100MIL)	3	EA	\$ 300.00	\$ 900.00
Success: All values provided	Bid	#0-28	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	100	LF	\$ 3.42	\$ 342.00
Success: All values provided	Bid	#0-29	ELIM EXT PAV MRK & MRKS (4")	35	LF	\$ 2.55	\$ 89.25
Success: All values provided	Bid	#0-30	ELIM EXT PAV MRK & MRKS (8")	30	LF	\$ 3.31	\$ 99.30
Success: All values provided	Bid	#0-31	ELIM EXT PAV MRK & MRKS (24")	30	LF	\$ 8.26	\$ 247.80
Success: All values provided	Bid	#0-32	ELIM EXT PAV MRK & MRKS (ARROW)	4	EA	\$ 141.75	\$ 567.00
Success: All values provided	Bid	#0-33	ELIM EXT PAV MRK & MRKS (WORD)	3	EA	\$ 166.88	\$ 500.64
Success: All values provided	Bid	#0-34	INSTALL HWY TRF SIG (SYSTEM)	1	EA	\$ 42,437.50	\$ 42,437.50
Success: All values provided	Bid	#0-35	VEH SIG SEC (12")LED(GRN)	9	EA	\$ 400.00	\$ 3,600.00
Success: All values provided	Bid	#0-36	VEH SIG SEC (12")LED(GRN ARW)	2	EA	\$ 400.00	\$ 800.00
Success: All values provided	Bid	#0-37	VEH SIG SEC (12")LED(YEL)	9	EA	\$ 400.00	\$ 3,600.00
Success: All values provided	Bid	#0-38	VEH SIG SEC (12")LED(YEL ARW)	4	EA	\$ 400.00	\$ 1,600.00
Success: All values provided	Bid	#0-39	VEH SIG SEC (12")LED(RED)	9	EA	\$ 400.00	\$ 3,600.00
Success: All values provided	Bid	#0-40	VEH SIG SEC (12")LED(RED ARW)	2	EA	\$ 400.00	\$ 800.00
Success: All values provided	Bid	#0-41	PED SIG SEC (LED)(COUNTDOWN)	8	EA	\$ 520.00	\$ 4,160.00
Success: All values provided	Bid	#0-42	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	9	EA	\$ 244.38	\$ 2,199.42
Success: All values provided	Bid	#0-43	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	2	EA	\$ 311.25	\$ 622.50
Success: All values provided	Bid	#0-44	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	1595	LF	\$ 3.60	\$ 5,742.00
Success: All values provided	Bid	#0-45	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	388	LF	\$ 5.68	\$ 2,203.84
Success: All values provided	Bid	#0-46	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	136	LF	\$ 6.10	\$ 829.60
Success: All values provided	Bid	#0-47	TRF SIG CBL (TY A)(14 AWG)(10 CONDR)	695	LF	\$ 6.78	\$ 4,712.10
Success: All values provided	Bid	#0-48	TRF SIG CBL (TY A)(14 AWG)(20 CONDR)	780	LF	\$ 7.50	\$ 5,850.00
Success: All values provided	Bid	#0-49	INS TRF SIG PL AM(S)1 ARM(32')LUM	1	EA	\$ 13,500.00	\$ 13,500.00
Success: All values provided	Bid	#0-50	INS TRF SIG PL AM(S)1 ARM(48')	2	EA	\$ 17,756.25	\$ 35,512.50
Success: All values provided	Bid	#0-51	INS TRF SIG PL AM(S)1 ARM(48')LUM	1	EA	\$ 20,075.00	\$ 20,075.00
Success: All values provided	Bid	#0-52	PED POLE ASSEMBLY	4	EA	\$ 3,200.00	\$ 12,800.00
Success: All values provided	Bid	#0-53	PEDESTRIAN PUSH BUTTON POLE	1	EA	\$ 1,800.00	\$ 1,800.00

Success: All values provided	Bid	#0-54	PED DETECT PUSH BUTTON (APS)	8	EA	\$ 1,725.00	\$ 13,800.00	
Success: All values provided	Bid	#0-55	PED DETECTOR CONTROLLER UNIT	1	EA	\$ 4,500.00	\$ 4,500.00	
Success: All values provided	Bid	#0-56	REMOVAL OF PEDESTRIAN RAMPS	3	EA	\$ 550.00	\$ 1,650.00	
Success: All values provided	Bid	#0-57	ITS COM CBL (ETHERNET)	55	LF	\$ 12.23	\$ 672.65	
Success: All values provided	Bid	#0-58	COAXIAL CABLE	1116	LF	\$ 6.25	\$ 6,975.00	
Success: All values provided	Bid	#0-59	BBU SYSTEM (EXTERNAL BATT CABINET)*	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-60	VIDEO IMAGING AND RADAR DETECTOR**	4	EA	\$ 1,250.00	\$ 5,000.00	
Success: All values provided	Bid	#0-61	ILSN (LED) (6S)	4	EA	\$ 3,111.00	\$ 12,444.00	
Success: All values provided	Bid	#0-62	PREEMPTION OPTICOM SYSTEM**	2	EA	\$ 1,329.00	\$ 2,658.00	
Success: All values provided	Bid	#0-63	PREEMPTION CABLE	280	LF	\$ 3.96	\$ 1,108.80	
Success: All values provided	Bid	#0-64	SIEMENS M60 CONTROLLER* **	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-65	NEMA TS2 CABINET* **	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-66	AXIS PTZ CAMERA**	1	EA	\$ 0.00	\$ 0.00	
Success: All values provided	Bid	#0-67	CITY STANDARD DAVIT POLE FOUNDATION (P27-B, DETAIL 1)	1	EA	\$ 1,259.38	\$ 1,259.38	
Success: All values provided	Bid	#0-68	CITY STANDARD DAVIT POLE (P27-B, DETAIL 5)	1	EA	\$ 4,268.75	\$ 4,268.75	
Success: All values provided	Bid	#0-69	HOLOPHANE COBRA HEAD LED LUMINAIRE (OR EQUIVALENT)	3	EA	\$ 524.17	\$ 1,572.51	
Basket Total							\$ 404,243.49	
Grand Total							\$ 404,243.49	

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 120 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond for _____ (\$_____) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may over lap at Contractors discretion). TOTAL DAYS: 120

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the OWNER reserves the right to delete any portion of this project, as it may deem necessary to stay within the

OWNER's available funds. Should the OWNER elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the OWNER reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the OWNER's available funds.
12. BIDDER accepts the provisions as to liquidated damages per the below schedule in the event of failure to complete the work on time.

Liquidated Damages Schedule

<u>Construction Contract Value</u>	<u>Liquidated Damages (per day)</u>
Less than \$100,000	\$240
Between \$100,000 and \$1,000,000	\$500
Greater than \$1,000,000	\$1,000

13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

American Lighting and Signalization, LLC
Company

By Floyd Russell
(Please Print)

Regional Manager
Title

642 US HWY 80 E,
Address

<u>SUNNYVALE</u>	<u>TX</u>	<u>75182</u>
City	State	Zip

(Seal if corporation)

Submitted by 

An Individual
A Corporation
A Partnership

Doing Business as American Lighting & Signalization, LLC

(Complete A or B below, as applicable)

A. The principal place of business of our company is in the State of _____.
Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.
A copy of statute is attached.

B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 175,685.90
ALL OTHER CHARGES: \$ 228,557.59
*TOTAL: \$ 404,243.49

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITTAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

Section 6A

Anticipated Subcontractor List

Please list subcontractors anticipated to complete work on the project below and their scope of work.
This list is not a final vendor list. Substitutions, additions, and modifications will be allowed with written coordination and agreement by Owner.

Vendor Name	Scope of Work
ex. Water Line Contractors, LLC ex. Irrigation Specialities, LLC	ex. Water and sewer utilities ex. Irrigation
TBD	TBD

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. TR2303

This Contract, made and entered into this 23RD day of April, 2024, by and between the City of Burleson of Johnson County, Texas, a municipal corporation, hereinafter called "OWNER," and

hereinafter called "Contractor."

W I T N E S S E T H:

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

Hidden Creek Pkwy. and Gardens Blvd. Traffic Signal Project

City of Burleson Project No. TR2303

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

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

complete the work within 120 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

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

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

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

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

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of OWNER in the performance of this

Contract. No term or provision of, or act of Contractor or OWNER under this Contract shall be construed as changing that status.

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

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

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

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

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

WITNESS:

CONTRACTOR

By Alexandria Swindle
Signature

American Lighting's Signification, LLC
Company Name

Alexandria Swindle
Typed/Printed Name

59-2554039
Tax Identification Number:

Office manager
Title

By F. Russell
Signature

1042 US Hwy 80 E
Address

Floyd Russell
Printed or Typed Name

Sunnyvale TX 75182
City State Zip

Regional Manager
Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Tommy Ludwig
City Manager

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1157120

Date Filed:
05/06/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
AMERICAN LIGHTING AND SIGNALIZATION
Sunnyvale, 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 TX

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.
TR2303
LIGHTING AND SIGNALIZATION

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Alexandria Swindle, and my date of birth is 11/30/1998.

My address is 642 US HWY 80 E, SUNNYVALE, TX, 75182, US.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 6 day of APRIL, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Errick Thompson, P.E., CFM®, Director
MEETING: May 20, 2024

SUBJECT:

Consider approval of a Professional Services Agreement with Birkhoff, Hendricks & Carter, LLP in the amount of \$166,788 for the Assessment of Long-term Water Supply Strategies project. *(Staff Contact: Errick Thompson, Director of Public Works & Engineering)*

SUMMARY:

The FY23-24 City of Burleson Strategic Plan created a vision for Burleson over the next 15 years. Focus Area 2 of the plan centers on the desire to create a dynamic and preferred city through managed growth. Goal 5 within this focus area focuses on ensuring future water supply needs of the city.

This goal is partially achieved through the partnership with the City of Fort Worth to design and build a new, larger pipeline from IH-35W to the expanded Industrial Boulevard Pump Station and the corresponding amendment to the Wholesale Water Agreement with the City of Fort Worth approved by both cities in December 2023.

The proposed study of long-range water supply strategies complements the preceding initiatives by exploring potential sources of future water supplies and identifying the most viable options for further consideration.

Birkhoff, Hendricks & Carter, LLP was selected to perform this study based on their extensive experience with similar work in the region. The proposed contract includes:

- Data collection and synthesis to project Burleson's water supply needs profile
- Preliminary evaluation of potential treated, groundwater, and raw water sources
- Mid-point review update and report
- Extensive meetings with other entities

- Final report and presentation

The proposed scope intentionally includes a mid-point update designed to share early findings with Council for input on which if any potential strategies to proceed with a more in-depth analysis / evaluation. This will also include order of magnitude costs and timing involved for the various options.

RECOMMENDATION:

Approve a Professional Services Agreement with Birkhoff, Hendricks & Carter, LLP in the amount of \$166,788 for the Assessment of Long-term Water Supply Strategies project.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted: Y

Fund Name: WS Non-Bond

Full Account #s: 5153101-62010

Amount: \$166,788.00

Project No.: WA2402

STAFF CONTACT:

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

Long-term Water Supply Strategy Assessment

Professional Services Agreement
City Council
May 20, 2024

Background

- Burleson has contracted with the City of Fort Worth for treated water supply since 1963 with the term currently through September 2031
- Council approved an amendment to the Wholesale Water Supply Agreement in December 2023
 - Established City participation in design and construction of the transmission main expansion project to provide capacity to deliver additional water to Burleson
 - Increased the volume of water that Burleson can purchase from Fort Worth by 11 million gallons per day (MGD) from 2 MGD to 13 MGD at our eastern delivery point
 - Supports City Strategic Plan objectives to address long-range water supply
 - Corresponds to December 2023 update to the Water Master Plan

Proposed Assessment of Water Supply Strategy

Birkhoff, Hendricks & Carter, LLP and staff have worked on a proposal to develop a comprehensive assessment of long-range water supply strategies. The scope includes the following major components:

- Data collection of water supply needs profile
- Preliminary evaluation of potential sources (treated, groundwater, and/or raw)
- Mid-point review update and presentation
- Extensive meetings with other entities
- Final report and presentation

Negotiated fee: \$166,788

Funding: Water/Sewer Non-Bond Capital

Purpose and Objectives

- Purpose is to explore and provide Council with information relative to viable options for supplementing water supply from the City of Fort Worth
- Purpose of this project is **not** to replace the existing wholesale supply agreement with the City of Fort Worth

Major objectives:

- Assessment of current water supply
- Assessment of potential supply sources
- Evaluation of preliminary estimates of cost/time to develop additional sources

Project is structured to include a “mid-point” update that is intended to allow Council input on elements to continue developing / elements to abandon based on data

Action Requested

Approve a professional services agreement with Birkhoff, Hendricks, & Carter, LLP for the Assessment of Long-term Water Supply Strategies project in the amount of \$166,788

Anticipated Schedule

- Notice to Proceed June 2024
- Infrastructure and Design Committee / City Council mid-point update October 2024
- Final report December 2024



Questions / Discussion

Errick Thompson, P.E., CFM[®]

Director of Public Works & Engineering

ethompson@burlesontx.com

817-426-9610

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 Expiration Date, 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 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. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

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
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Birkhoff, Hendricks & Carter, LLP
Gary C. Hendricks, P.E., R.P.L.S.
11910 Greenville Ave., Suite 600
Dallas TX 75243

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, 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-BOYCOTTING 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. 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.

The remainder of this page is left intentionally blank

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

EXHIBIT “A”

SCOPE OF SERVICES

GENERAL PROJECT DESCRIPTION:

Assessment and Report on the Long-Term Water Supply Strategies for the City of Burleson, Texas.

PURPOSE STATEMENT:

Currently, the City of Burleson receives treated drinking water supply from the City of Fort Worth. If practicable and feasible, supplemental water supply sources can work to enhance the resiliency of the City of Burleson’s treated water supply in the event of an emergency or other disruption to the usual water supply source; and position the City to be able to diversify its water supply sources on a normal daily operating basis.

The purpose of this study is to assess the City of Burleson’s existing and future treated water supply requirements; review the City’s current water supply sources and limitations; and evaluate and report on the practical and economic feasibility of securing and developing supplemental water supplies from various sources.

SCOPE OF SERVICES:

1) Data Collection , Review and Compilation

From the City of Burleson, obtain, review, and evaluate existing information pertinent to the development of this report, including, but not limited to:

- a) Current City of Burleson Planning Boundaries:
 - i) City Limits
 - ii) ETJ (as applicable)
 - iii) Water Certificate of Convenience and Necessity (CCN) boundaries for Burleson and adjoining retail water suppliers.
 - iv) Other know planning boundary limitations and restrictions, including interlocal boundary line agreements, adjudicated boundary lines, etc.
- b) Comprehensive Plan, including the Future Land Use Plan.

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

- c) Residential and Non- Residential Growth Projections (10-year and build-out)
 - d) Existing Water System Demands (Residential and Non-Residential)
 - i) Existing Average Day Demand (Raw Water Sources, if any)
 - ii) Existing Maximum Day Demand (Treated Water Sources)
 - e) Projected Water System Demands (Residential and Non-Residential)
 - i) Average Day Demands
 - ii) Maximum Day Demands
 - f) Existing Raw Water Sources, if any
 - i) Raw Water Contracts, Terms and Capacity Limits
 - ii) Treatment Capabilities and Rates, if any
 - g) Existing Treated Water Supply Sources
 - i) Treated Water Supply Contracts, Terms and Capacity Limits
 - (1) Treated Water Supply Transmission Mains and Capacity Limits
 - ii) Ground Water Supply Contracts, Terms and Capacity Limits
 - (1) City of Burleson
 - (2) Other Sources
 - h) Current Water Distribution System Master Plan Report and Map, including:
 - i) Existing and Proposed Raw Water Sources and Treatment Facilities
 - ii) Existing and Proposed Treated Water Points of Delivery
 - iii) Existing and Proposed City of Burleson Ground Water Sources
 - iv) High Service Pump Station and Ground Storage Locations and Capacities
 - i) Prairielands Ground Water Conservation District, Rules for Water Wells in Ellis, Hill, Johnson and Somervell Counties, Texas.
- 2) Texas Water Development Board Review**
- a) Review and summarize the Texas Water Development Board Region C and Region G Planning Groups?:
 - i) 2021 Regional Water Plan
 - ii) Current Planning Data for Johnson County
 - iii) Water Use Survey
 - iv) 6th Planning Cycle (2026 Regional Water Plans) Information, as available

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

3) Treated Water Supply Requirements

- a) Based on the information gathered in the Data Collection Phase, and on other information provided by the City of Burleson City Staff, project the immediate needs and long-term requirements for maximum day treated drinking water demand through the build-out projection. This projection will be presented in graphical form with the x-axis showing years and the y-axis showing the maximum day treated drinking water demand in million gallons per day (mgd). A second y-axis will show the correlating residential population projection, or number of new housing units.
- b) Show the existing treated drinking water supply rates and calculate the future treated drinking water supply requirements on an annual basis through build-out.
- c) Estimate and project the additional treated drinking water supply requirements to meet the City of Burleson's maximum day water demand through build-out.

4) Availability of Additional Water Supply Sources Evaluation

- a) Explore and evaluate the availability and feasibility of supplemental water supply sources, including:

i) Treated Drinking Water Sources

Explore and evaluate the availability, feasibility, and opinion of probable cost to develop and purchase supplemental Treated Drinking Water Sources, including but not limited to:

- (1) Additional supply from the City of Fort Worth
- (2) City of Cleburne
- (3) City of Midlothian
- (4) City of Mansfield
- (5) Johnson County Special Utility District (SUD)
- (6) Others as identified through the exploration and evaluation process.

ii) Ground Water Sources

Explore and evaluate the availability, feasibility, and opinion of probable cost to develop, operate and maintain supplemental Groundwater Sources, including but not limited to:

- (1) Review and report on the Prairielands Groundwater Conservation District rules, regulations, and fees, if any.
- (2) New City of Burleson Groundwater Supply

Conduct a preliminary Hydrological Groundwater Study for Burleson and report on the feasibility, predicted supply limitations, treatment requirements, and cost to develop groundwater sources within the City's Water CCN. The hydrological groundwater study will be performed by our sub-consultant, Advanced Groundwater Solutions, LLC.

- (3) Johnson County SUD

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

iii) Raw Water Sources

Explore and evaluate the availability, feasibility, and opinion of probable cost to develop, operate and maintain supplemental Raw Water Sources and Water Treatment, including but not limited to:

- (1) Tarrant Regional Water District (Raw Water Supply)
- (2) City of Midlothian and other Ellis Sources (Raw Water Supply and Treatment)
- (3) Trinity River Authority of Texas (Regional Water Treatment)
- (4) Brazos River Authority of Texas

- b) Prepare a regional water supply map or maps showing the location of each of the potential water supply entities and possible point of delivery and water supply conveyance routes.

5) Project Update Review and Preliminary Findings

- a) Prepare project update memorandum and meet with City Staff and present initial findings for:
 - i) Treated Drinking Water Requirements
 - ii) Comparison to Texas Water Development Board Projections
 - iii) Summary of Feasibility of Supplemental Water Supplies
- b) Prepare City Staff and City Council Project Update Presentation

6) Report and Recommendations

- a) Prepare a written report presenting the findings and recommendations of the Assessment of Water Supply Strategies. The report will include the following major heading topics:
 - i) Executive Summary
 - ii) Existing and Future Treated Water Demand and Supply Requirements
 - (1) City of Burleson Projections
 - (2) Texas Water Development Board Projections
 - iii) Existing Treated Water Supply Resources, Contracts and Commitments
 - iv) Additional Water Supply Options

This section of the report will identify additional water supply source locations, volumes available, opinion of probable cost, and operation and maintenance projections (if applicable) for:

- (1) Treated Water Supplies
- (2) Groundwater Supplies
- (3) Raw Water Supplies

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

- v) Additional Water Source Capital Improvement Plan
 - (1) The capital improvement plan will identify potential and probable additional water supply projects in graphical format and in a project summary list.
- vi) Report Summary, Conclusions and Recommendations
- vii) Appendix (information included to be determined)
- b) The report will be submitted in draft form at the following project milestones:
 - i) First Draft:
 - (1) Report outline and Preliminary Table of Contents
 - (2) Summary of Existing and Future Water Supply Requirements
 - (3) Summary of Existing Water Supply and Resources
 - (4) Summary of Texas Water Development Board Projections
 - ii) Second Draft:
 - (1) Completion of Additional Water Supply Options
 - iii) Final Draft
 - (1) Executive Summary
 - (2) Additional Water Supply Capital Improvement Plan
 - (3) Report Summary, Conclusions and Recommendations
 - (4) Appendix

7) City Council Presentation

Prepare a PowerPoint presentation suitable for use City Council presentation summarizing the report including but not limited to:

- a) Executive Summary
- b) Existing and Future Water Supply Requirements
- c) Existing Water Supply Resources and Commitments
- d) Evaluation of Additional Water Supply Sources
 - i) Treated Water Supply
 - ii) Groundwater Supply
 - iii) Raw Water Supply
- e) Additional Water Supply Capital Improvement Plan
- f) Conclusions and Recommendations

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

8) Meetings

The scope of services for this project includes the following meeting schedule:

a) Staff Meetings

- i) Project Kick-off and Existing Data Collection meeting with City Staff
- ii) First Draft Report Review meeting with City Staff
- iii) Second Draft Report Review meeting with City Staff
- iv) Final Draft Report Review meeting with City Staff
- v) First Draft PowerPoint Presentation Review meeting with City Staff
- vi) Final Draft PowerPoint Presentation Review meeting with City Staff
- vii) Closure meeting and next steps

b) Additional Water Supply Resources outside meetings

In person or virtual meetings with the appropriate water supply contract authority for each of the entities listed below. Prepare a meeting agenda for each meeting and a meeting minutes memorandum summarizing the meeting outcome and path forward, if any. The meeting minutes shall be suitably formatted for inclusion in the appendix of the final report.

- i) City of Fort Worth
 - ii) City of Cleburn
 - iii) City of Midlothian
 - iv) City of Mansfield
 - v) Johnson County SUD
 - vi) Prairielands Ground Water Conservation District
 - vii) Tarrant Regional Water District
 - viii) Trinity River Authority of Texas
 - ix) Brazos River Authority of Texas
 - x) Others as Identified by the Evaluation Process
- c) City Council Presentations
- i) City Council Project Status Update and Report
 - ii) City Council Infrastructure and Development Committee Presentation
 - iii) City Council Presentation

City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies

9) TERMS AND CONDITIONS FOR ELECTRONIC FILE TRANSFERS

Electronic files are transmitted on the terms and conditions below:

By opening, accessing, copying or otherwise using the transmitted electronic files, these terms and conditions are accepted by the user.

- A. The electronic files are compatible with the following software packages operating on a PC using Windows operating systems:
- Autocad Civil 3D 2022 , Civil 3D 2017
 - Innovyse InfoWater Pro 3.0 with ESRI Arc Pro 2.7
 - Innovyze InfoSewer Pro 7.6 with ESRI Arc Map 10.4
 - ESRI 10.4
 - MS Office 365
 - Bluebeam Revu (PDF) Ver 10 - Ver 2020
- B. Birkhoff, Hendricks & Carter, L.L.P. makes no warranty as to the compatibility of these files beyond the specified release of the above-stated software.
- C. Because data stored on electronic media can deteriorate undetected or be modified, Birkhoff, Hendricks & Carter, L.L.P. will not be held liable for completeness or correctness of electronic media.
- D. The electronic files are instruments of our service. Where there is a conflict between the hard copy drawings and the electronic files, Birkhoff, Hendricks & Carter, L.L.P.'s hard copy file will govern in all cases.
- E. Electronic files may only be modified in accordance with the Texas Engineering Practice Act for modifying another Engineer's design.

10) EXCLUSIONS

Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- a) Consulting services by others not included in Scope of Services
- b) Fees for permits
- c) Fiduciary responsibility to the City

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

- d) Environmental impact statements, assessments, or cleanup.
- e) Engineering design services including preparation of construction plans, specifications, and bidding documents.

11) ENGINEER'S OPINION OF PROBABLE COST

The parties recognize and agree that all opinions of probable cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

End of Scope of Services

EXHIBIT "B"

Fee Schedule

Assessment of Long Term Water Supply Strategies

Compensation for **Exhibit A – Scope of Services**, Task Items 1 through 8 shall be on an hourly basis for time expended by the consultant based on the 2024 Fee Schedule below.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

2024 FEE SCHEDULE

Description of Staff	Experience Level	Hourly Rate
Senior Engineer	18+ Years	\$ 310.00
Design Engineer	5-17 Years	\$ 270.00
Electrical Engineer	10-20 Years	\$ 300.00
Engineer-in-Training I	< 1 Years	\$ 120.00
Engineer-in-Training II	1-3 Years	\$ 135.00
Engineer-in-Training III	3+ Years	\$ 150.00
AutoCAD Technician I	0-4 Years	\$ 110.00
AutoCAD Technician II	5-15 Years	\$ 155.00
AutoCAD Technician III	15+ Years	\$ 215.00
Engineering Intern		\$ 95.00
Administrative Assistant I		\$ 90.00
Administrative Assistant II		\$ 120.00
Survey Crew		\$ 195.00
RPLS		\$ 300.00
Expert Witness: Consultations / Depositions / Hearings		2x Rate

Compensation and Fee Schedule Notes:

1. The consultant will update the Fee Schedule and Hourly Rates at the beginning of each new calendar year.
2. Expenses shall be at actual invoice amount cost times a multiplier of 1.15.
3. Automobile milage shall be charged at the IRS established Rates.
4. Invoices for services shall be submitted to the City of Burleson not more than once per month and will be accompanied by an itemized time sheet report with a written account of services rendered.

On this basis, the Task 1 through Task 8 Fees and Expenses shall not exceed \$166,788 without written authorization by the City of Burleson.

**City of Burleson and Birkhoff, Hendricks & Carter, LLP
Assessment of Long-Term Water Supply Strategies**

EXHIBIT “C”

PROJECT SCHEDULE

The parties recognize and agree that time is of the essence on this project. The Engineer agrees to begin work on the project immediately upon receipt of the fully executed Professional Services Agreement and written notice to proceed from the City of Burleson. However, both parties agree that the schedule is dependent on the responses and cooperation from third party entities not subject to the terms of this agreement. With the assistance of City staff, the engineer will endeavor, to facilitate a prompt and timely meeting schedule with the named potential water supply agencies and sources; and work diligently to secure the necessary information to make informed evaluations and recommendations.

On that basis, the anticipated project schedule is shown on the next page.

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City of Burleson and Birkhoff, Hendricks & Carter, LLP Assessment of Long-Term Water Supply Strategies

Scope Item Description	2024						2025					
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Notice to Proceed (NTP)(By City of Burleson)												
Project Kick-off Meeting with City Staff												
1) Data Collection, Review and Compilation												
2) Review Texas Water Development Board Planning Data												
3) Evaluation of Treated Drinking Water Requirements												
4) Evaluation of Availablity of Additional Treated Drinking Water Sources												
Treated Water Sources												
Groundwater Sources												
Raw Water Sources												
5.a. Project Update Memorandum and Meeting with City Staff												
5.b. Project Update City Council Presentation												
6. Report and Recommendations												
First Draft - Teated Water Requirements												
Second Draft - Additional Water Supply Options												
Final Draft - Executive Summary, CIP, Conclusions and Recommendations												
7. City Council Presentation												
First Draft and Staff Review												
Final Draft and Staff Review												
City Council Executive Committee Presenation												
City Council Presentation												
8. Project Closure and Follow-up												

SIGNATURE PAGE

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

CITY OF BURLESON:

**BIRKHOFF, HENDRICKS &
CARTER, LLP.**

By: _____

Name: _____

Title: _____

Date: _____

DocuSigned by:
Gary C. Hendricks
7705E627E72440A...

Gary C. Hendricks

General Partner

5/13/2024

DocuSigned by:
Andrew Mata
B4A106EE32134F0...

Andrew Mata

Alternate Managing Partner

5/13/2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1159987

Date Filed:
05/13/2024

Date Acknowledged:

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

Birkhoff, Hendricks & Carter, LLP
Dallas, 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.

Not Assigned
Assessment of Water Supply Strategies - Engineering Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	
	Hendricks, Gary	Dallas, TX United States		X
	Carter, Joe	Dallas, TX United States		X
	Reinbold, Cooper	Dallas, TX United States		X
	Crawford, Chase	Dallas, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Gary C. Hendricks, P.E., R.P.L.S., and my date of birth is _____.

My address is 11910 Greenville Ave., Suite 600, Dallas, TX, 75243, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 13th day of May, 20 24.
(month) (year)

Gary C. Hendricks, P.E., R.P.L.S.

Digitally signed by Gary C. Hendricks, P.E., R.P.L.S.
DN: C=US, E=ghendricks@bhcllp.com, O=Birkhoff,
Hendricks & Carter, LLP, CN=Gary C. Hendricks,
P.E., R.P.L.S.
Location: Dallas, TX
Reason: I am approving this document
Contact Info: 214.769.5705
Date: 2024.05.13 09:12:45-05'00'

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Administrative Services Director

MEETING: May 20, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding results from the 2024 City of Burleson Resident Satisfaction Survey. *(Staff Contact: Richard Abernethy, Administrative Services Director)*

SUMMARY:

Beginning in late 2023, the Administrative Services Department has worked with ETC Institute to develop, promote, administer, analyze and report on the City of Burleson 2024 citizen survey.

On January 25, 2024, the survey was finalized and a copy was sent to the mayor and city council. Since then, ETC (in collaboration with administrative services and community services departments) has distributed more than 2,500 surveys via mail and online. A total of 433 surveys were completed, allowing ETC to reach all benchmarks needed to establish a statistically significant sample size. This has enabled them to properly analyze the survey results while ensuring an accurate representation of the Burleson community as a whole.

ETC Institute representatives will present the final report to city council, providing a thorough analysis of all data as well as an overview and summary of the results. The full report including an executive summary, charts, graphs, ratings, mapping, benchmarking, and data tables is attached for more detailed analysis.

RECOMMENDATION:

To present the 2022 citywide citizen satisfaction survey results to mayor and council, providing a thorough analysis of all data, a summary of the results, and inviting discussion and feedback.

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

N/A

FISCAL IMPACT:

(\$17,500) – ETC institute cost to help develop, promote, administer, analyze and report on the citizen satisfaction survey.

STAFF CONTACT:

Richard Abernethy
Administrative Services Director
ravernethy@burlesontx.com
817-426-9662

THE CITY OF
BURLESON
TEXAS

City of Burleson
Resident
Satisfaction
Survey

PRESENTED BY ETC INSTITUTE

**Since 2006,
ETC Institute
Has,
In More Than
1,000 Cities
&
49 States,
Surveyed
More Than
3,000,000
Persons.**

**ETC Institute is a National Leader
in Market Research for Local
Governmental Organizations**

*For more than 35 years, our mission has
been to help municipal governments
gather and use survey data to enhance
organizational performance.*

Purpose

To objectively assess resident satisfaction with the delivery of City services

To compare the City's performance with residents regionally and nationally and to prior results

To help determine priorities for the community using Importance-Satisfaction Analysis

Methodology

Survey Description

- 2nd Resident Survey conducted for the City

Method of Administration

- By mail and online to a random sample of households in the City
- Each survey took approximately 13-18 minutes to complete

Sample Size

- 433 completed surveys

Margin of Error

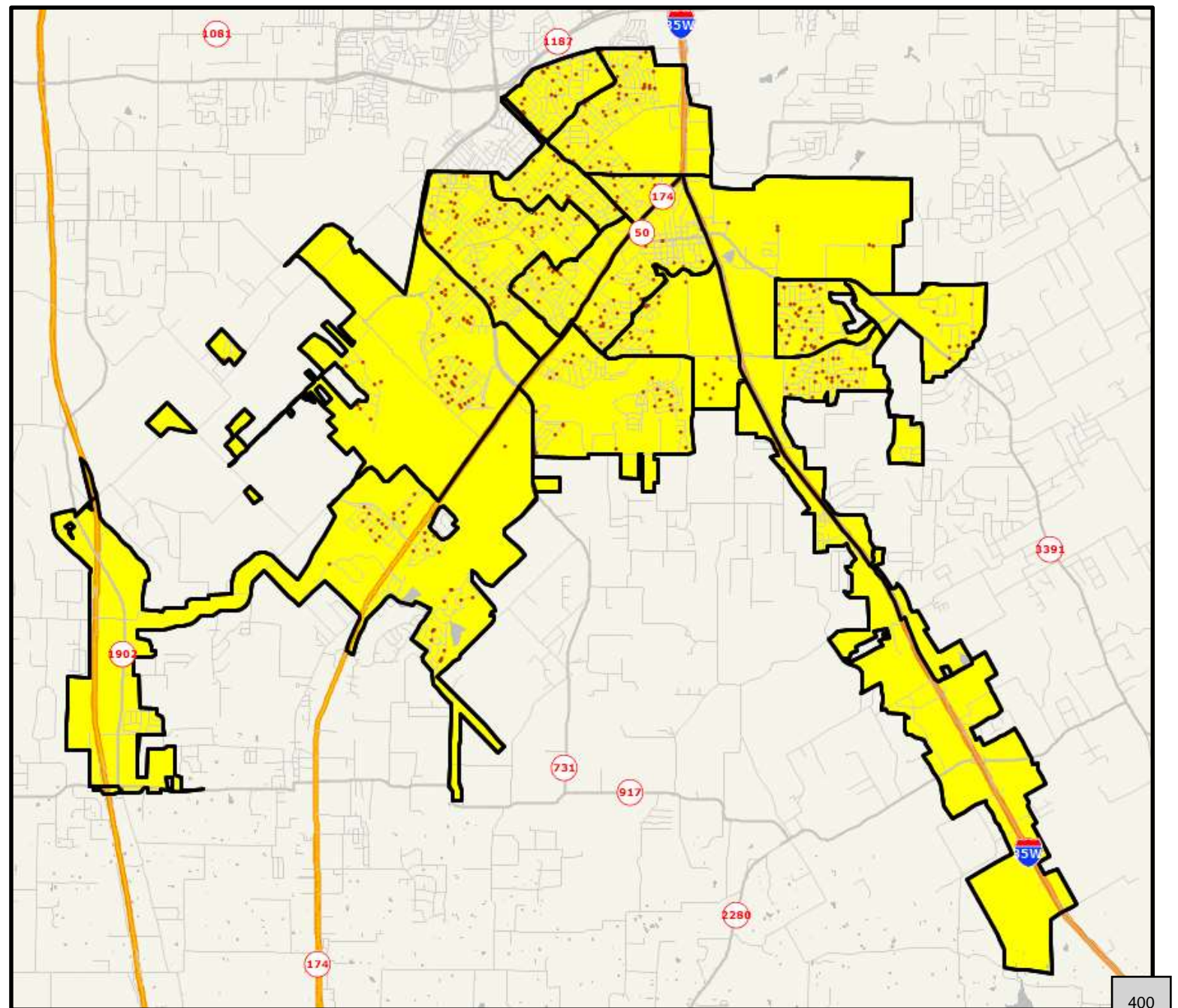
- +/- 4.7% at the 95% level of confidence

Location of Survey Respondents

Good representation of responses throughout the City

Home address of all respondents are geocoded to the block level to ensure anonymity of the true respondent address while still ensuring good geographic representation

Boundaries displayed are Census Block Groups (merged as needed)



City of Burleson Resident Satisfaction Survey

Bottom Line Up Front

Residents Have a Very Positive Perception of the City

- 93% of respondents rated the City as an “excellent” or “good” *place to live*
- 88% of respondents rated the City as an “excellent” or “good” *place to raise children*

Satisfaction with City Services is Much Higher in Burleson Than Other Communities

- The City rated above the National Average in 70% of the areas assessed and significantly above the average (5% or more) in 65% of the areas assessed

Top Priorities for Improvement

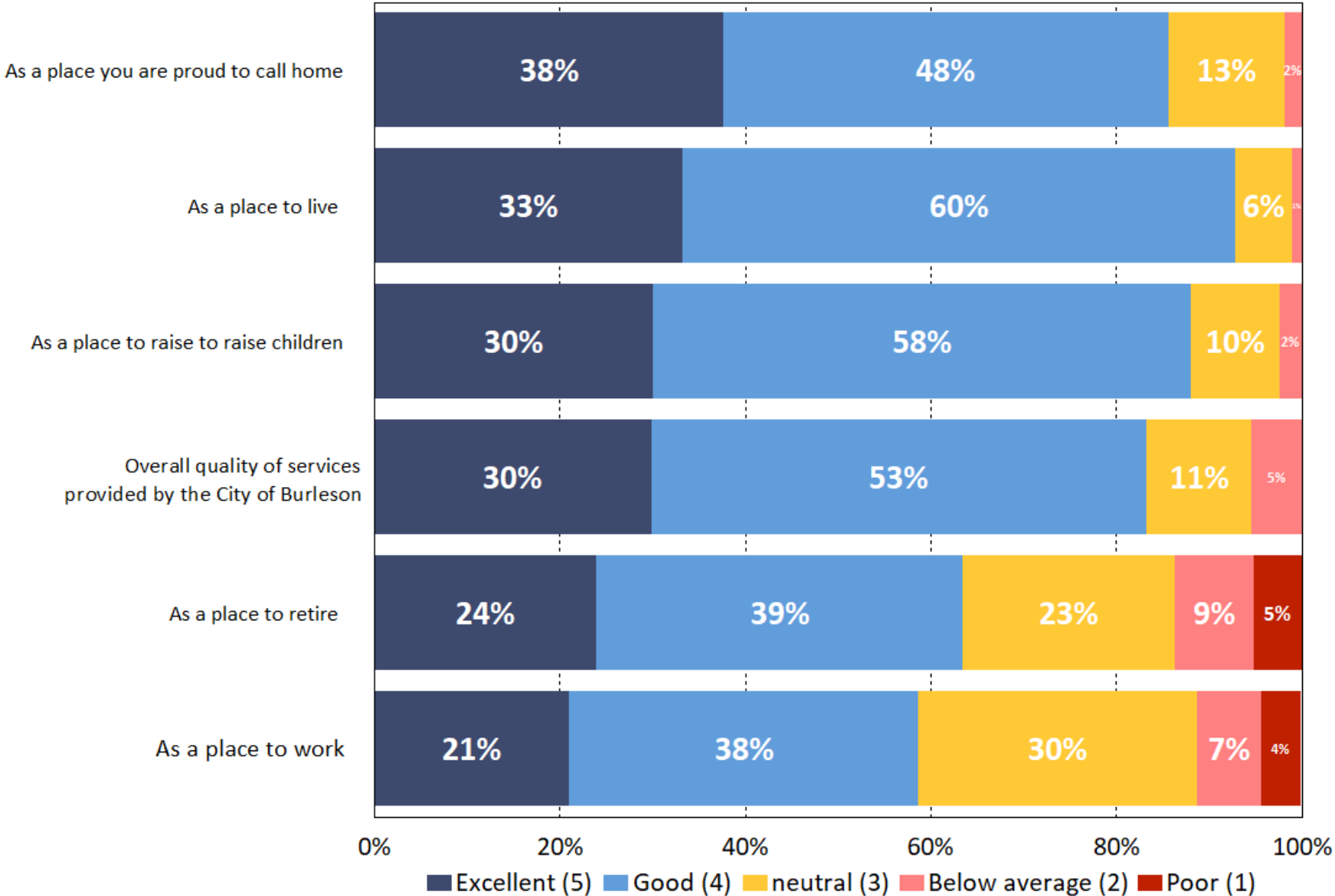
1. Flow of traffic and congestion management on TxDOT
2. Maintenance of city streets and sidewalks
3. Flow of traffic and congestion management on city roadways

Perceptions

RESIDENTS HAVE A VERY POSITIVE PERCEPTION OF THE CITY

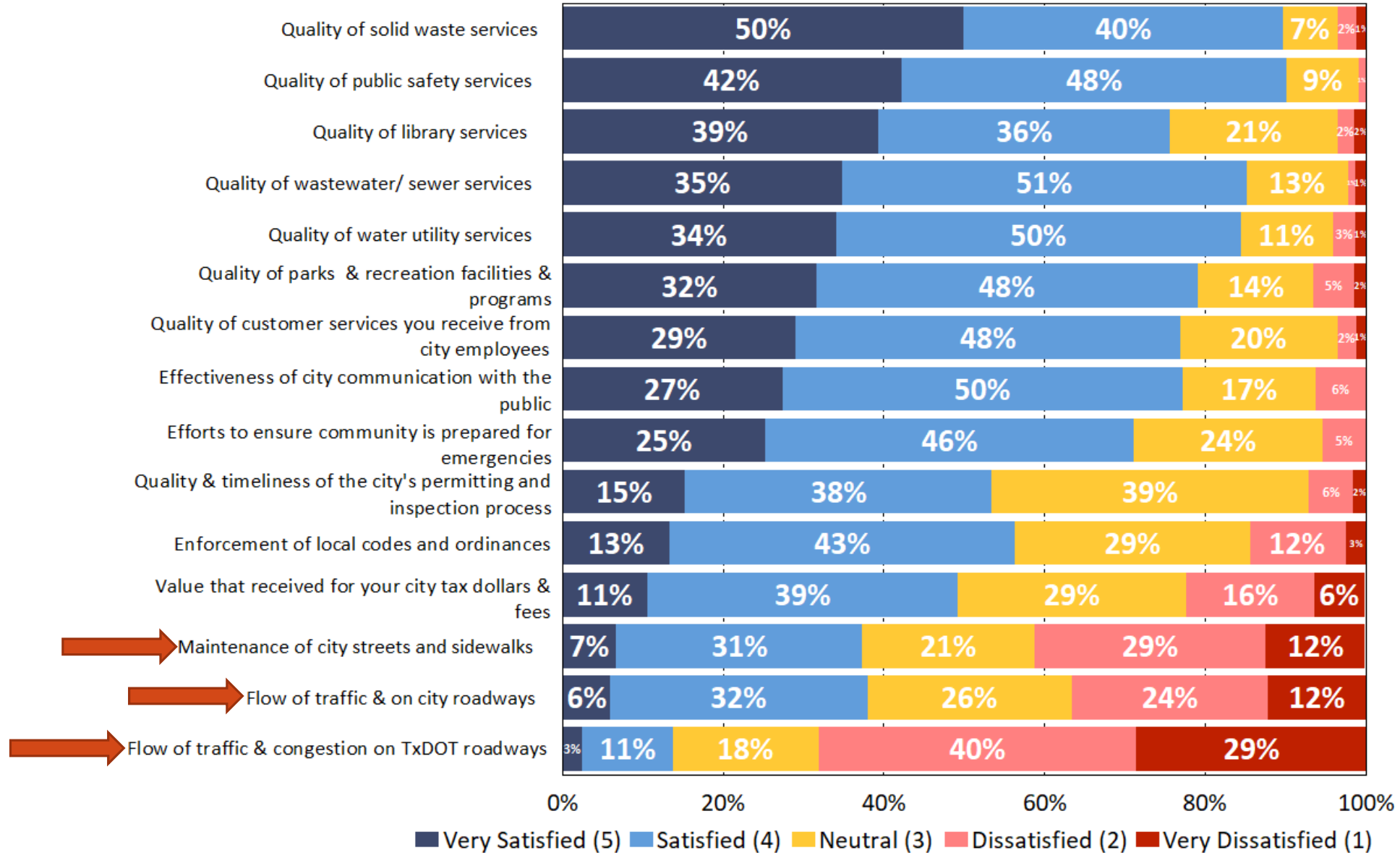
Q1. Overall Ratings of Burleson

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Q2. Satisfaction with Major Categories of City Services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



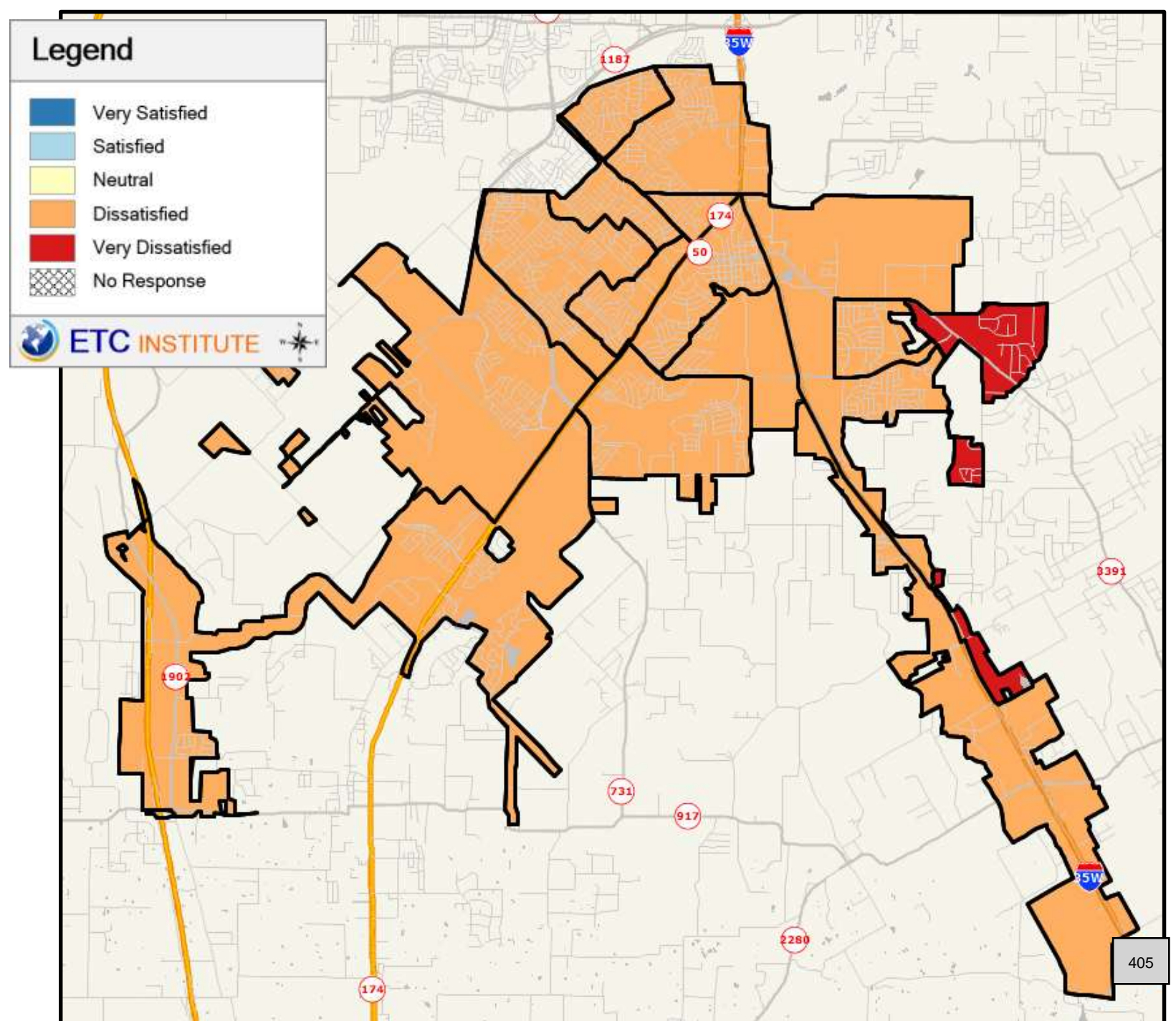
Three of the areas with highest levels of dissatisfaction are the same top priorities for improvement

Flow of Traffic and Congestion on TxDOT Roadways

This area was determined to be the top priority for improvement based on the Importance-Satisfaction Analysis

Areas shaded in orange show where residents are most dissatisfied, areas shaded in yellow are "neutral" ratings while blue areas show general levels of positive satisfaction

TxDOT roadways were defined as: SH174/Wilshire Blvd., FM731/John Jones Dr., and I-35W

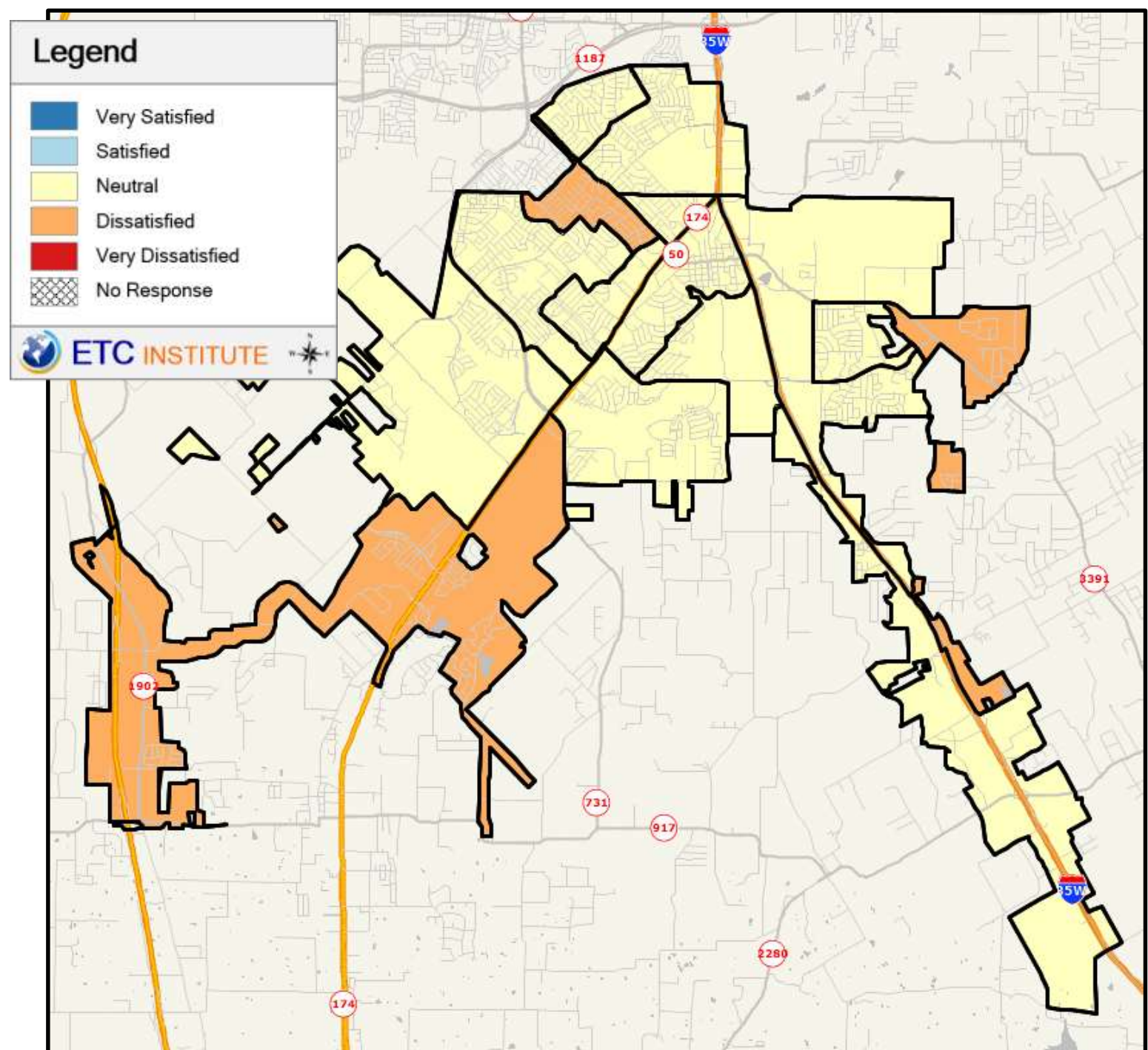


Flow of Traffic and Congestion on City Roadways

This area was determined to be the second highest priority for improvement based on the Importance-Satisfaction Analysis

Areas shaded in yellow are “neutral” ratings while blue areas show general levels of positive satisfaction

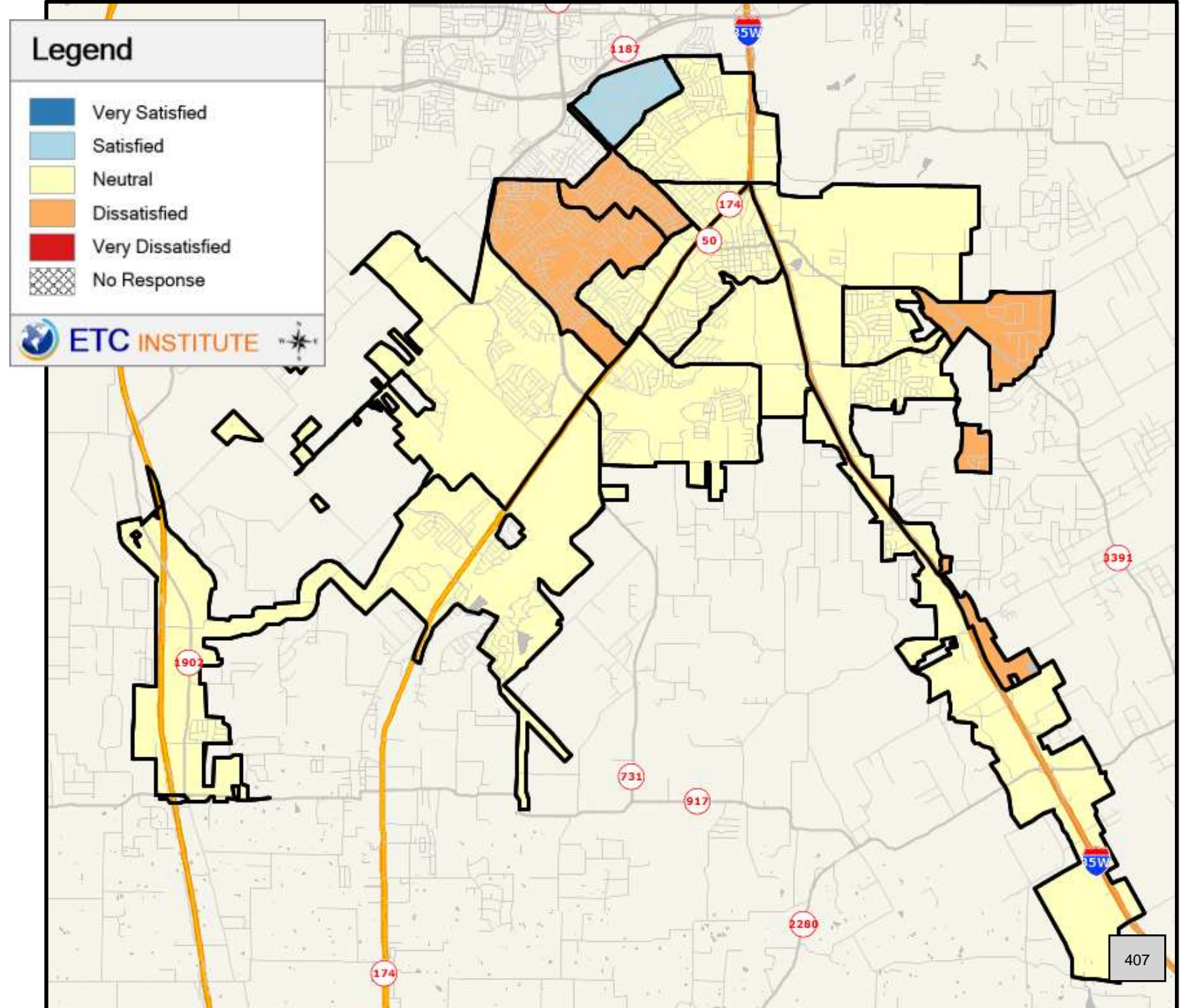
City roadways were defined as: non-TxDOT Streets and was asked immediately following the TxDOT condition question



Overall Maintenance of City Streets and Sidewalks

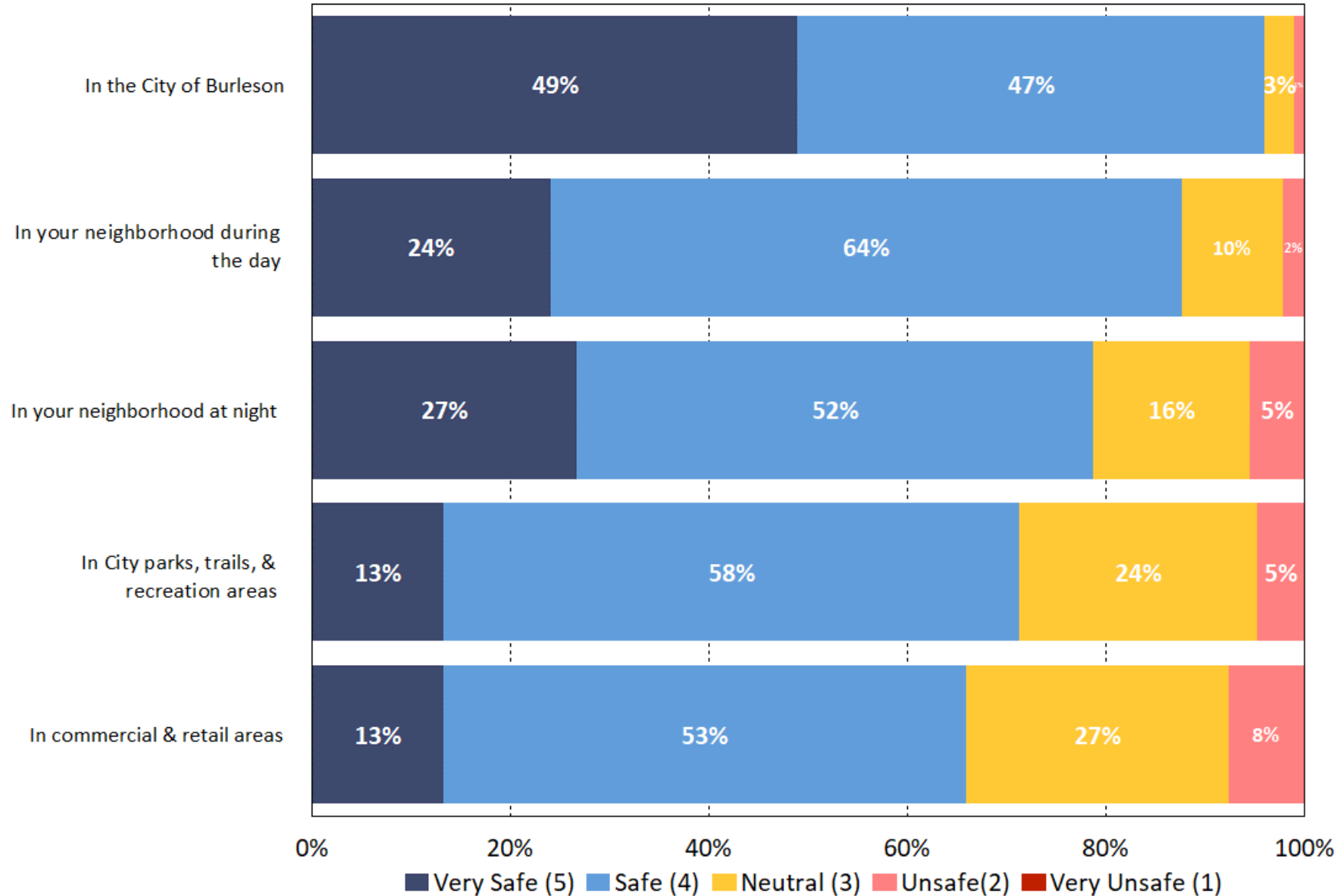
This area was determined to be the third highest priority for improvement based on the Importance-Satisfaction Analysis

Areas shaded in yellow are “neutral” ratings while blue areas show general levels of positive satisfaction



Q4. Overall feeling of safety in Burleson

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")

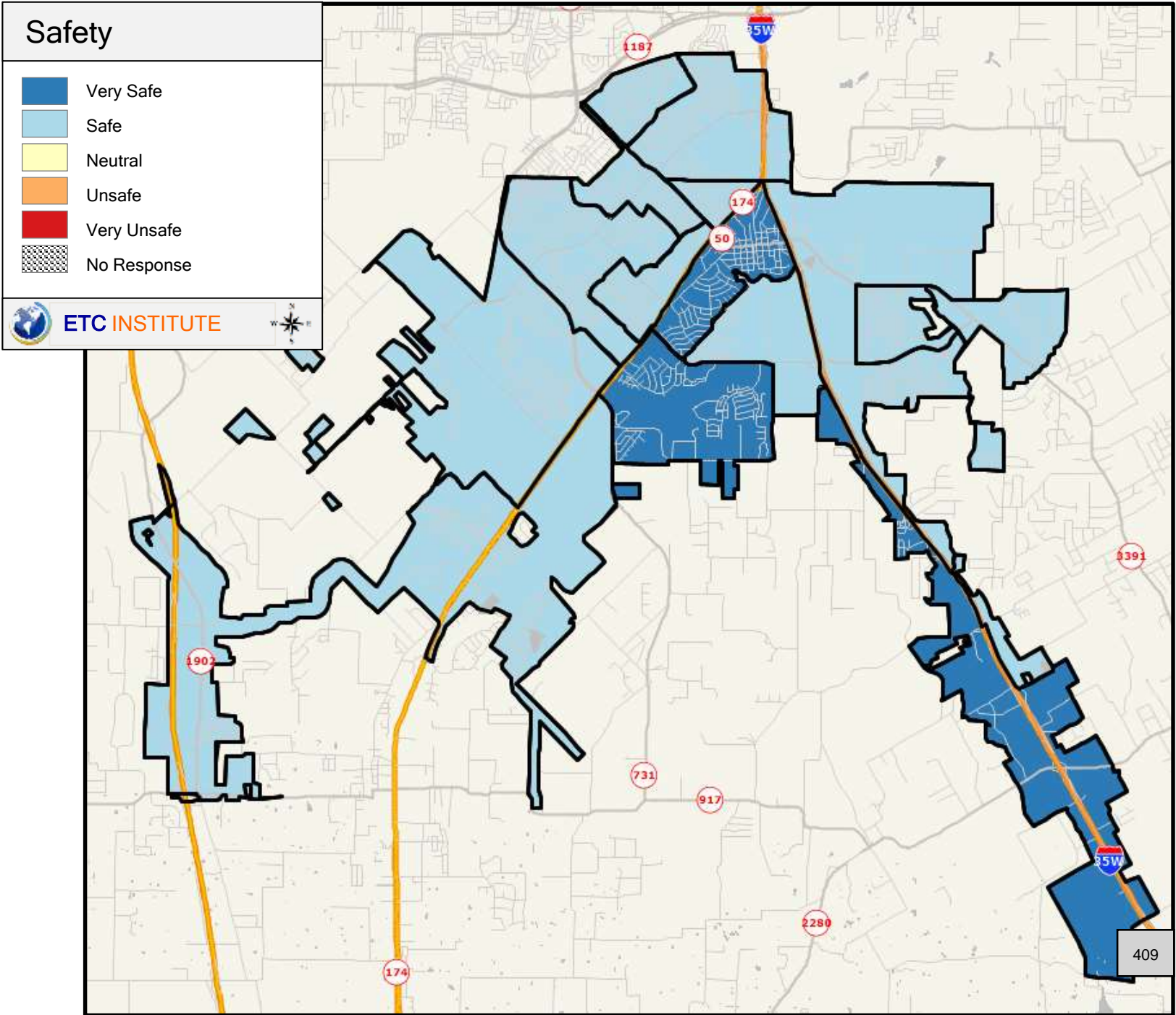


Extremely low levels of "unsafe" and "very unsafe" responses throughout

Overall Feeling of Safety in the City

Areas in blue show general levels of positive safety ratings

No areas of the community are shaded in yellow/orange/red



Trends

COMPARING THE 2022 RESULTS TO 2024 RESULTS

Trends

The City's 2022 results were compared with the results of the 2024 survey to understand how perceptions have changed over time

Significant changes are those that exceed the margin of error for the results: +/-4.7 points

Nationally, ETC Institute has seen a sharp decline in the rate of satisfaction with respondents during the last two years

The City of Burleson had 83 items that were directly comparable from 2022 to 2024

- Comparisons were made based on the sum of 5 and 4 responses on a 5-point scale
- Of the 83 items, the City rated the same as or above the 2022 ratings in 62 areas (75%)

The City of Burleson has not experienced these changes in isolation, many clients around the country and in Texas are experiencing similar declines in perceptions

Comparative Strengths from 2022

Maintenance of city streets and sidewalks (+14.4%)

Flow of traffic & congestion on TxDOT roadways (+12.9%)

Visibility of police in commercial/ retail areas (+12.2%)

Enforcement of local codes and ordinances (+10.7%)

Visibility of police in neighborhoods (+10.1%)

Flow of traffic & congestion on city roadways (+7.1%)

Overall quality of Municipal court services (+7.1%)

As a place to work (+6.6%)

How easy it is to find information when visiting the city's website (+6.2%)

Availability of information on city services & programs (+5.9%)

They gave me prompt, accurate, & complete answers to questions (+5.7%)

Access to information about the city's finances & budget (+5.5%)

Overall quality of City's animal control services (+5.5%)

They were courteous & polite (+5.1%)

Quality of water utility services (+4.9%)

The city's effort to enforce upkeep of residential property (+4.9%)

Quality of city parks (+4.8%)

Quality of customer service from city employees (+4.7%)

Areas where the City rated significantly above the 2022 ratings

Comparative Weaknesses from 2022

City's efforts to enforce cleanup of trash/ debris on private property (-13.2%)

Quality & accessibility of municipal court services (-5.8%)

Quality & timeliness of the city's permitting/ inspection process (-4.3%)*

Quality of customer service from city employees (-4.1%)*

Quality of city parks (-3.7%)*

The city's effort to enforce upkeep of residential property (-3.6%)*

Quality of water utility services (-2.6%)*

They were courteous & polite (-2.3%)*

Overall quality of City's animal control services (-2.3%)*

Access to information about the city's finances & budget (-1.8%)*

Benchmarks

THE CITY RATES HIGHER THAN OTHER COMMUNITIES

Benchmarks

The 2024 survey contained 63 questions that were comparable to ETC Institute's benchmarking database

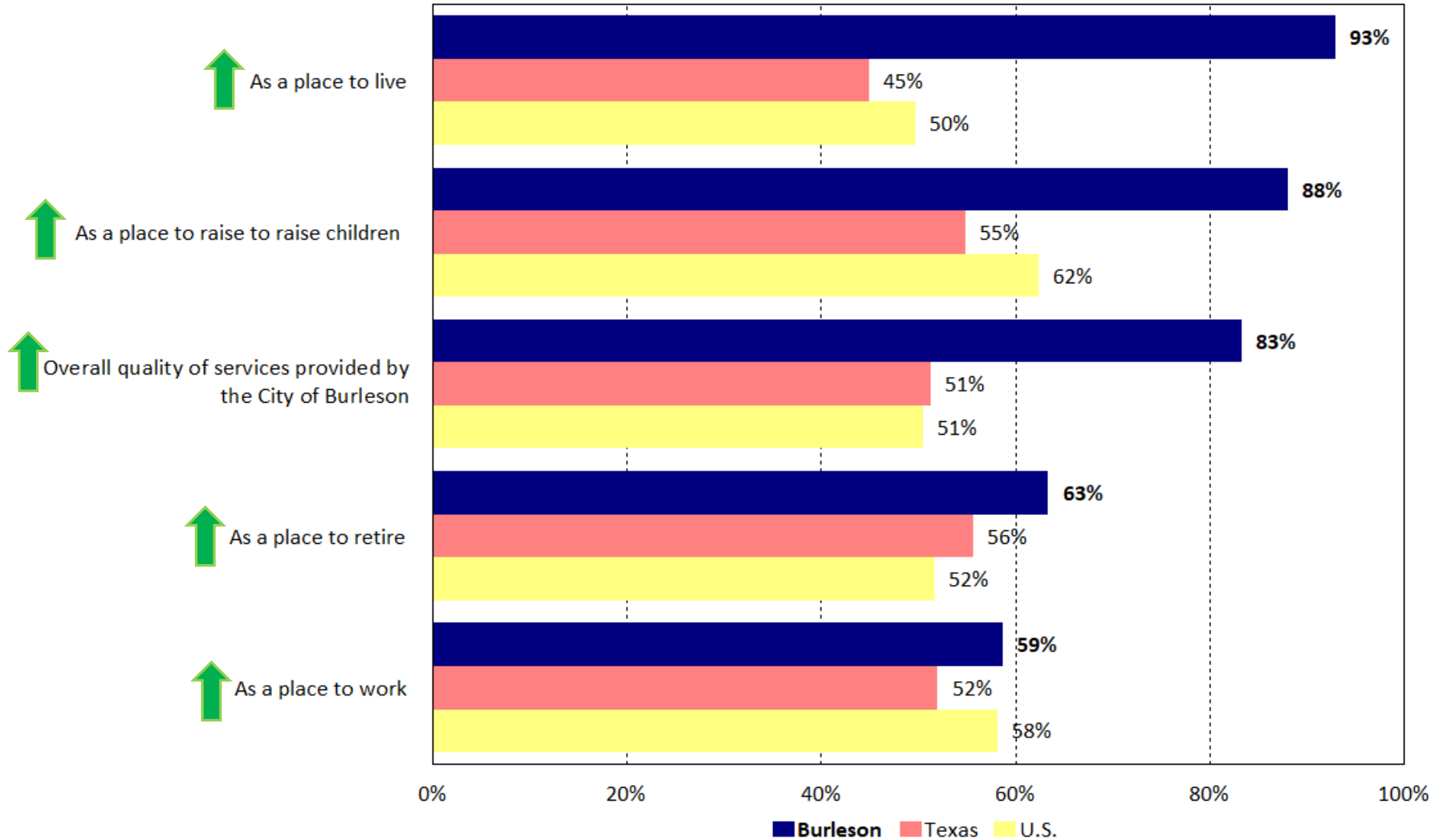
The U.S. Average is based on a national survey administered during the summer of 2023 to a random sample of more than 10,000 U.S. residents

The Texas Average is based on a state-wide survey administered during the summer of 2024 to a random sample of residents in Texas

Overall Ratings of the City

Burleson vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "excellent" and 1 was "poor" (excluding don't knows)

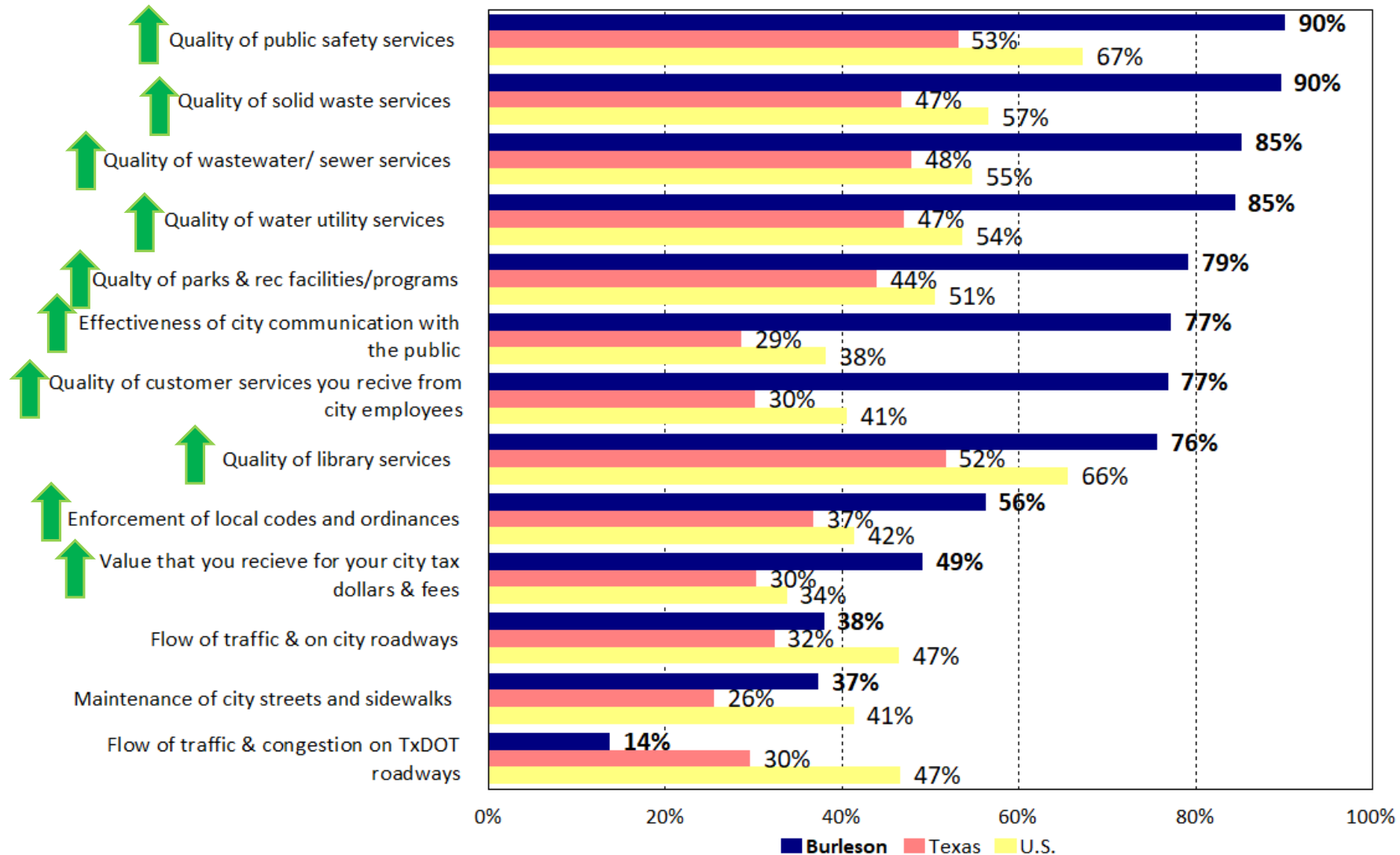


Significantly Higher Than U.S. Average: ↑

Satisfaction with Major Categories of Services

Burleson vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale
where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



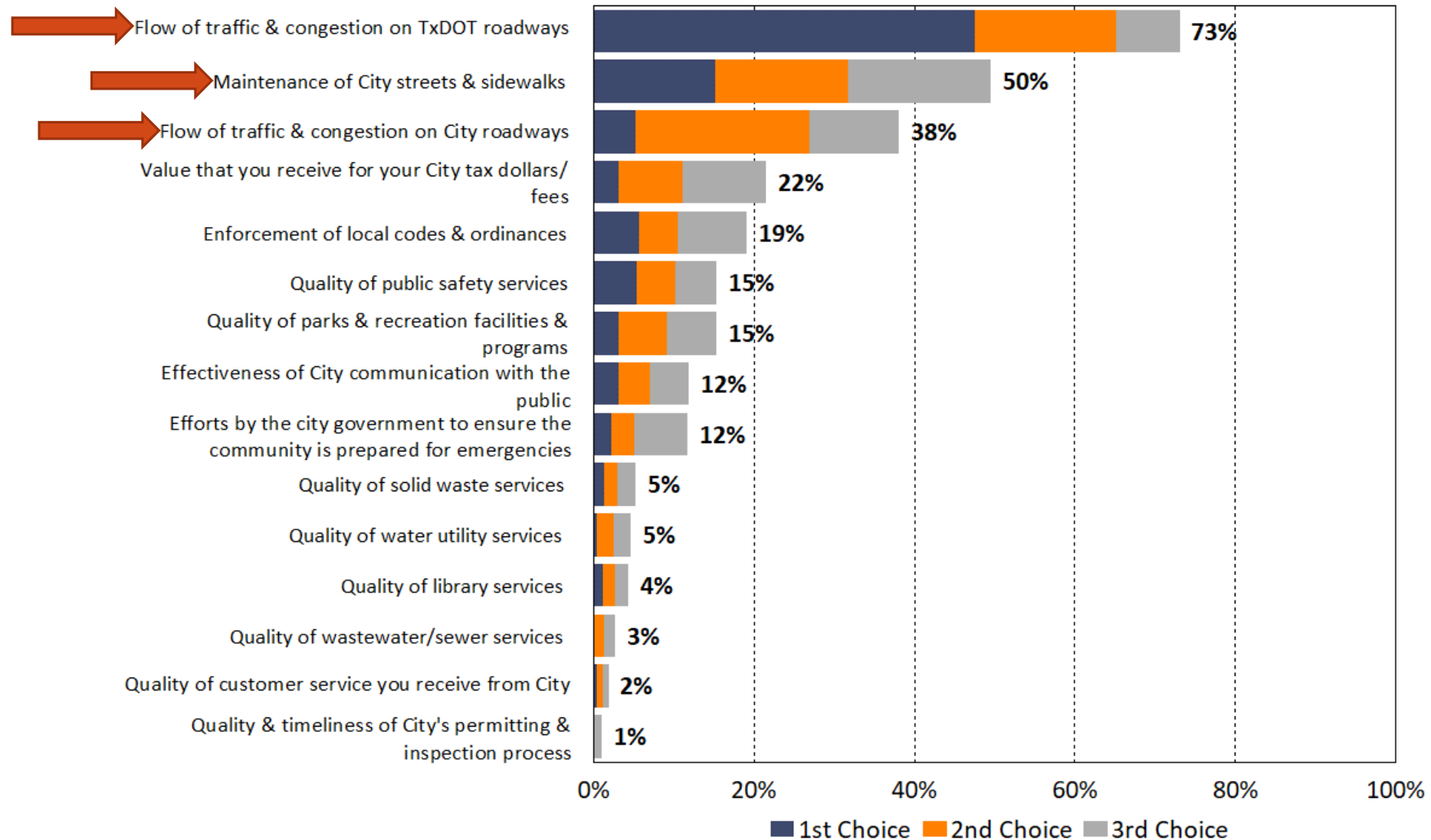
Significantly Higher Than U.S. Average: ↑

Priorities for Investment

IMPORTANCE-SATISFACTION ANALYSIS |

Q3. Services That Are Most Important for the City to Focus on Over the Next Year

by percentage of respondents who selected the item as one of their top three choices



2024 Importance-Satisfaction Rating

Burleson, Texas

Major City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Flow of traffic & congestion on TxDOT roadways	73%	1	14%	15	0.6301	1
Maintenance of City streets & sidewalks	50%	2	37%	14	0.3105	2
Flow of traffic & congestion on City roadways	38%	3	38%	13	0.2362	3
Value that you receive for your City tax dollars & fees	22%	4	49%	12	0.1092	4
Enforcement of local codes & ordinances	19%	5	56%	10	0.0835	5
Efforts by City government to ensure the community is prepared for emergencies	12%	9	71%	9	0.0340	6
Quality of parks & recreation facilities & programs	15%	6	79%	5	0.0320	7
Effectiveness of City communication with the public	12%	8	77%	6	0.0270	8
Quality of public safety services	15%	7	90%	1	0.0151	9
Quality of library services	4%	12	76%	8	0.0107	10
Quality of water utility services	5%	11	85%	4	0.0073	11
Quality of solid waste services	5%	10	90%	2	0.0055	12
Quality & timeliness of the City's permitting & inspection process	1%	15	54%	11	0.0051	13
Quality of customer services you receive from City employees	2%	14	77%	7	0.0044	14
Quality of wastewater/sewer services	3%	13	85%	3	0.0041	15

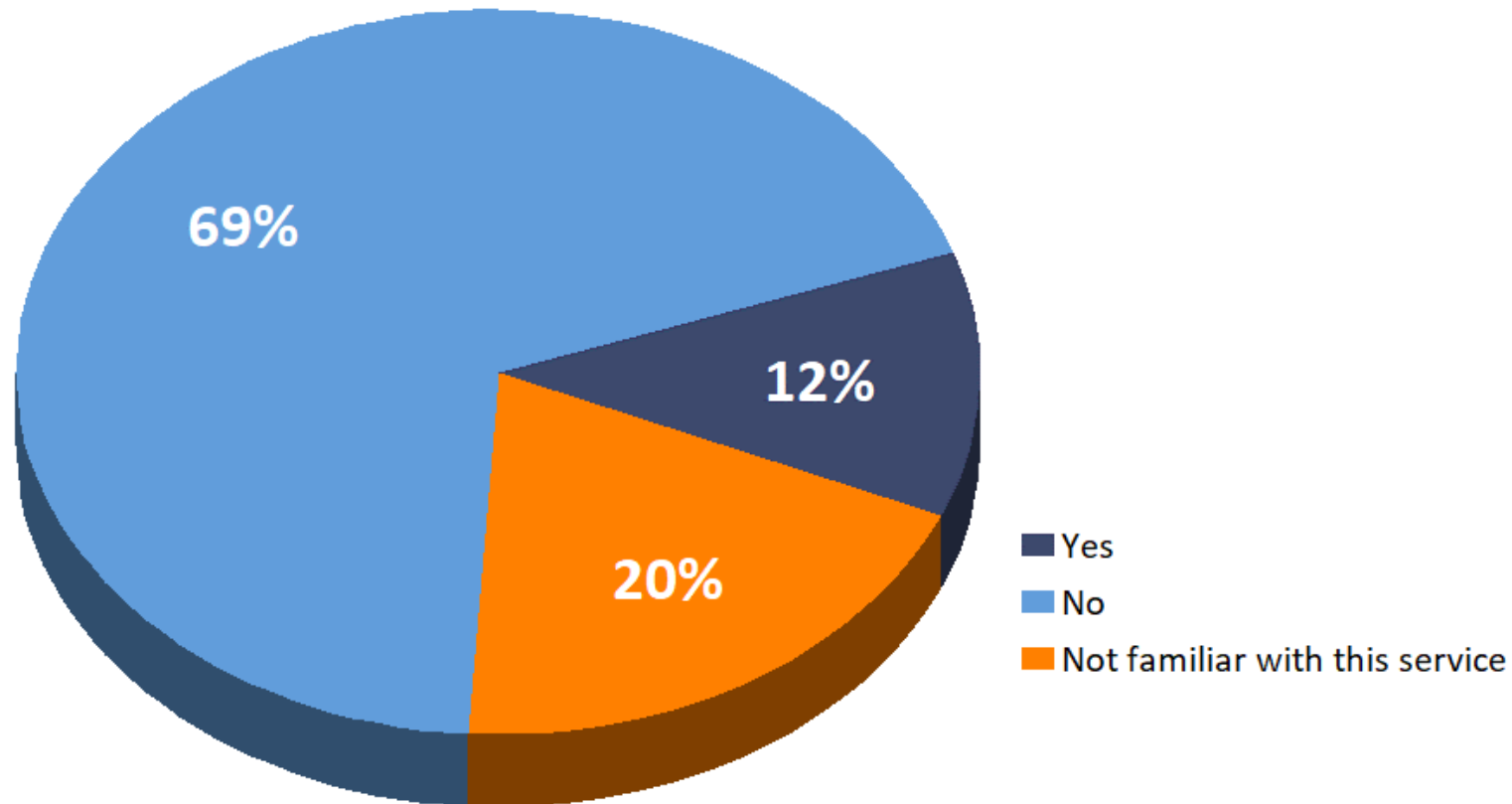
I-S Ratings .1000 or Greater Are Considered a High Priority for Investment Over the Next Two Years

Communication

COMMUNICATION IS KEY TO SUSTAINED SUCCESS

Q15 Have you contacted the City of Burleson 311 with a question, problem complaint, or to request a service during the past year

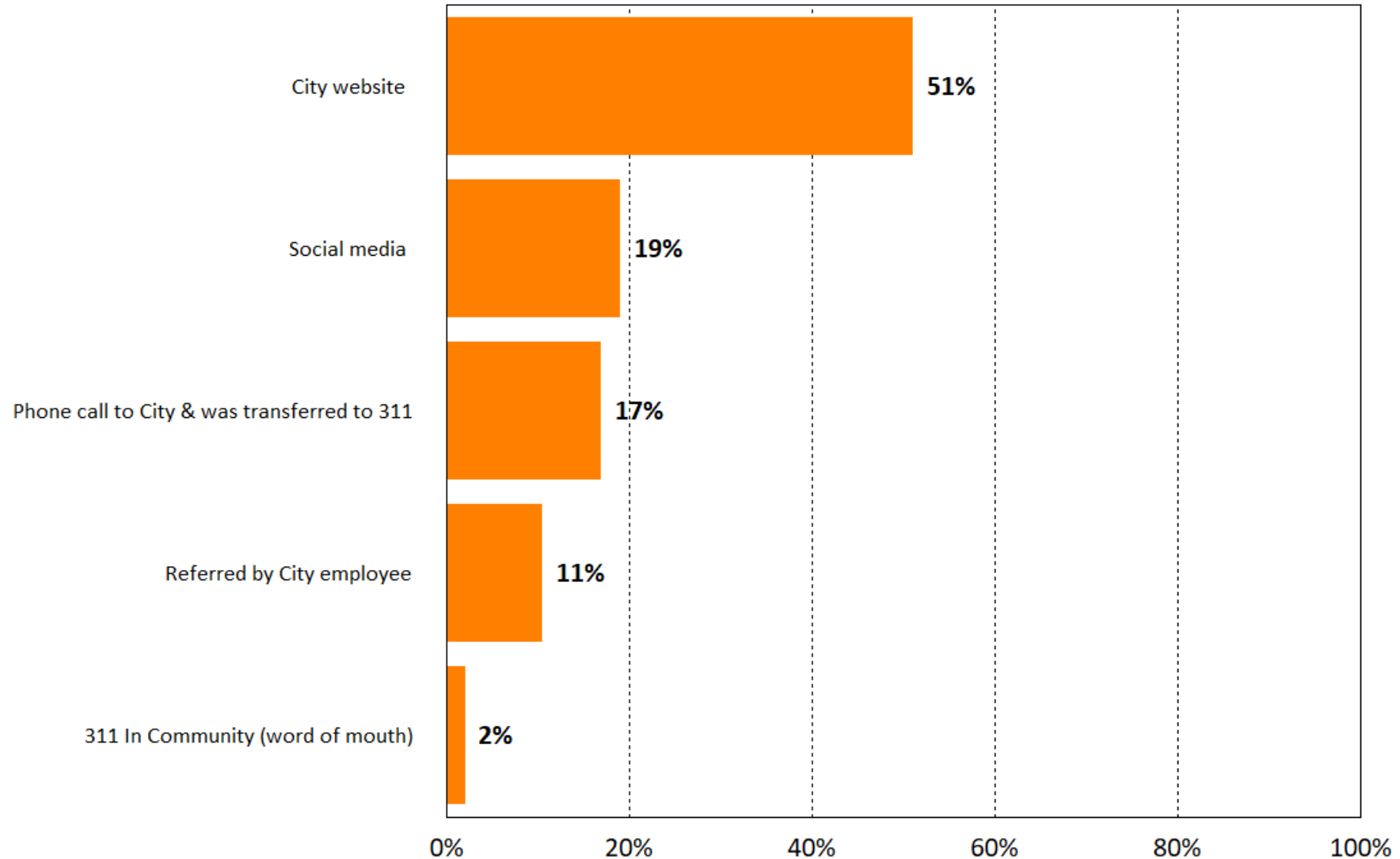
by percentage of respondents who contacted the City of Burleson during the past year (excluding "don't know")



Of those who have used the service 73% said it was "very easy to use" and 21% gave a "somewhat easy" rating

Q15c. How did you hear about the City of Burleson 311

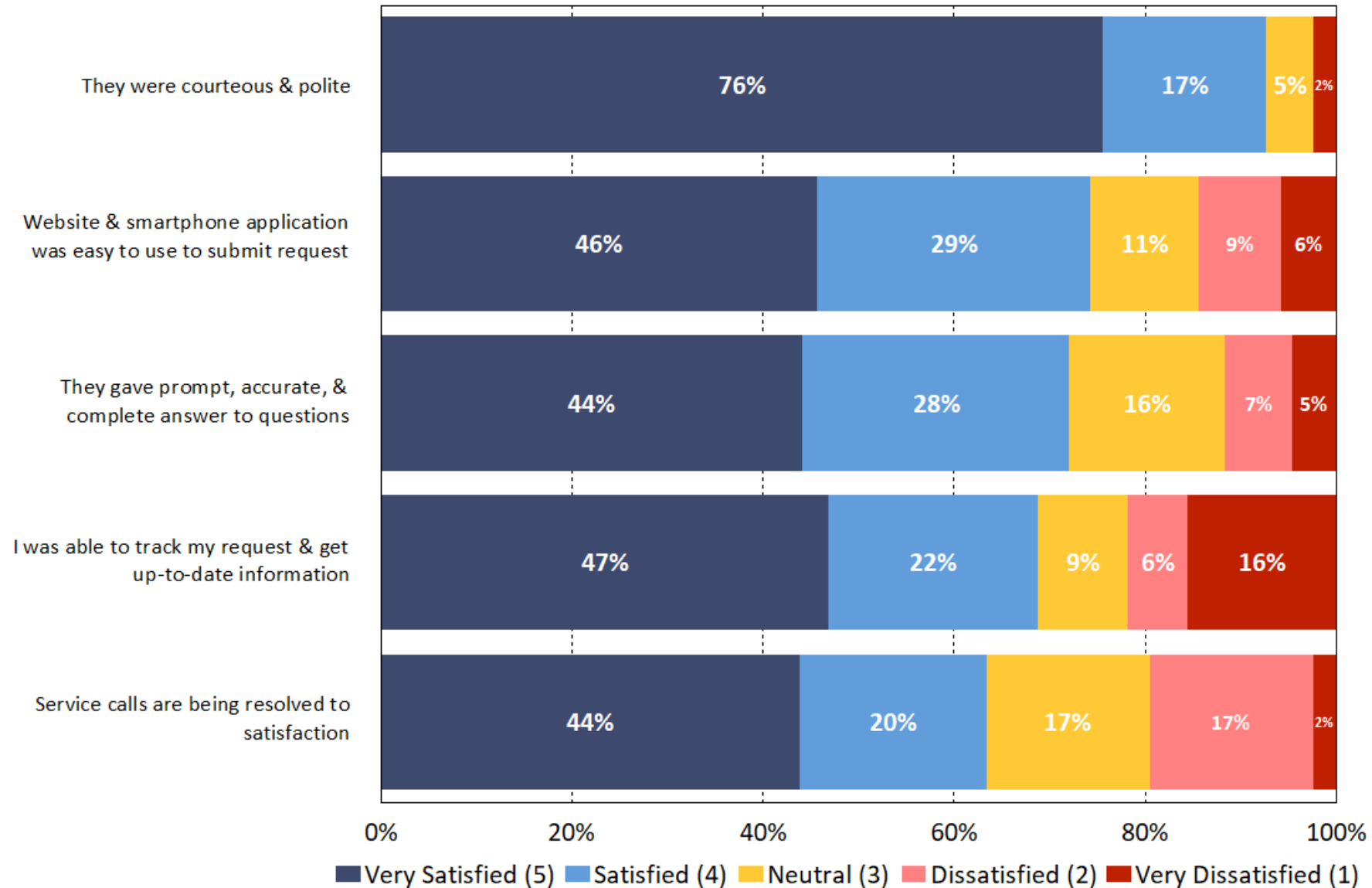
by percentage of respondents who selected the item as one of their top three choices



Most respondents use 311 via phone (65%), 17% used the website and 19% use a smart phone app

Q15d. Rate you experience with the 311 in the past year:

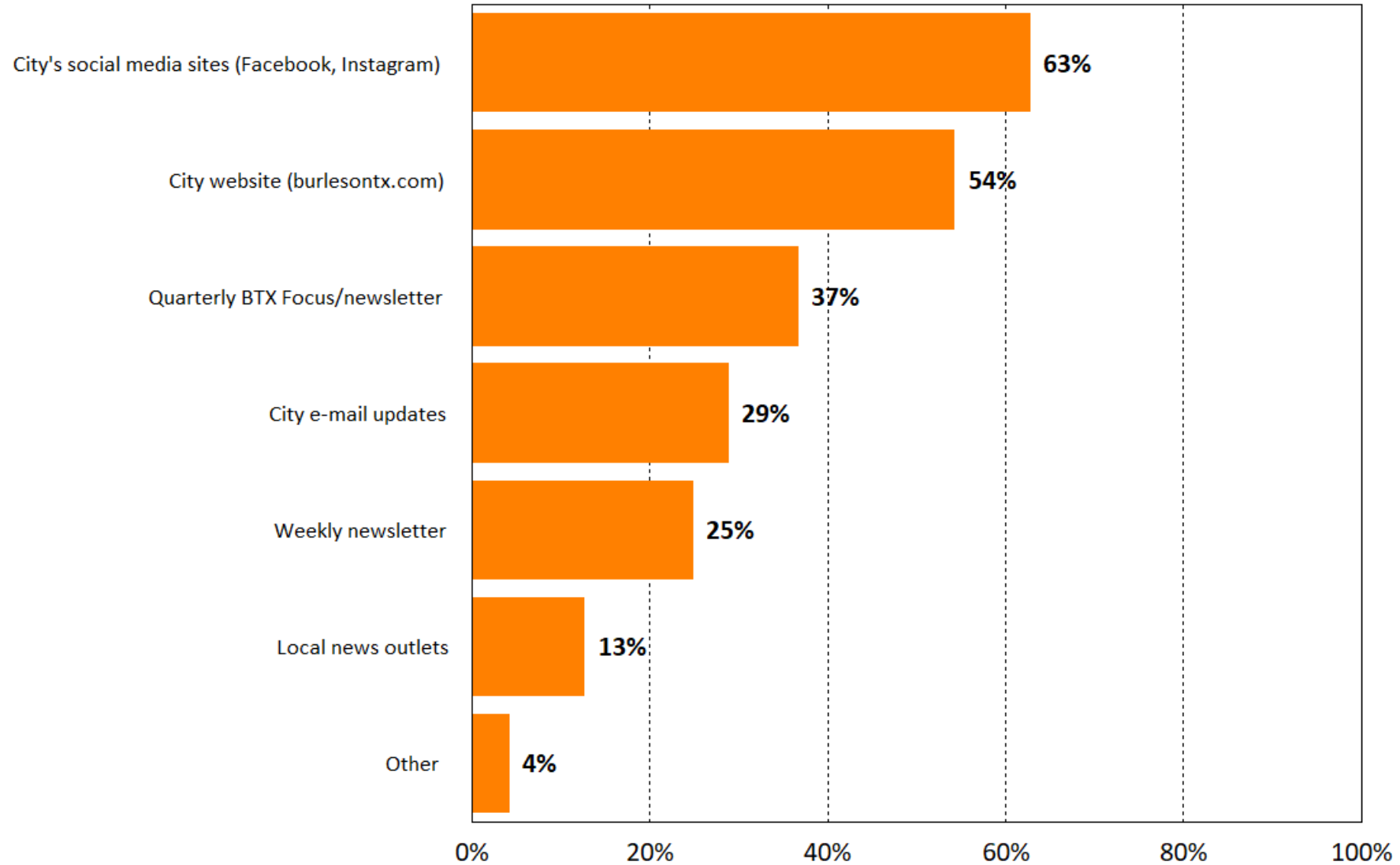
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



311 staff are exceling in customer satisfaction

Q11. Where do you currently get news and information about the City of Burleson

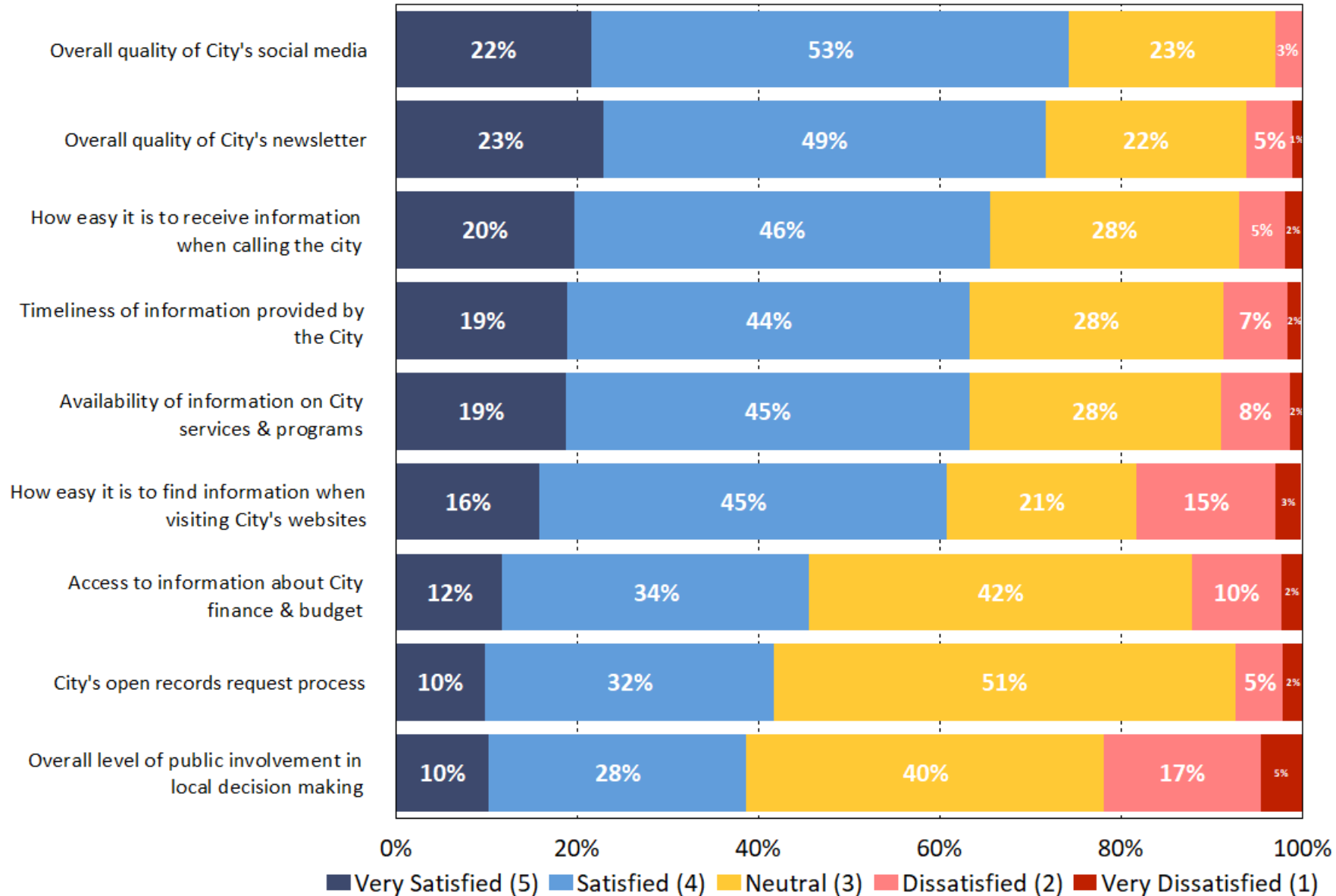
by percentage of respondents (multiple selections could be made)



The most used sources are aligned with the most preferred

Q9. Overall satisfaction with the City's Communication

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



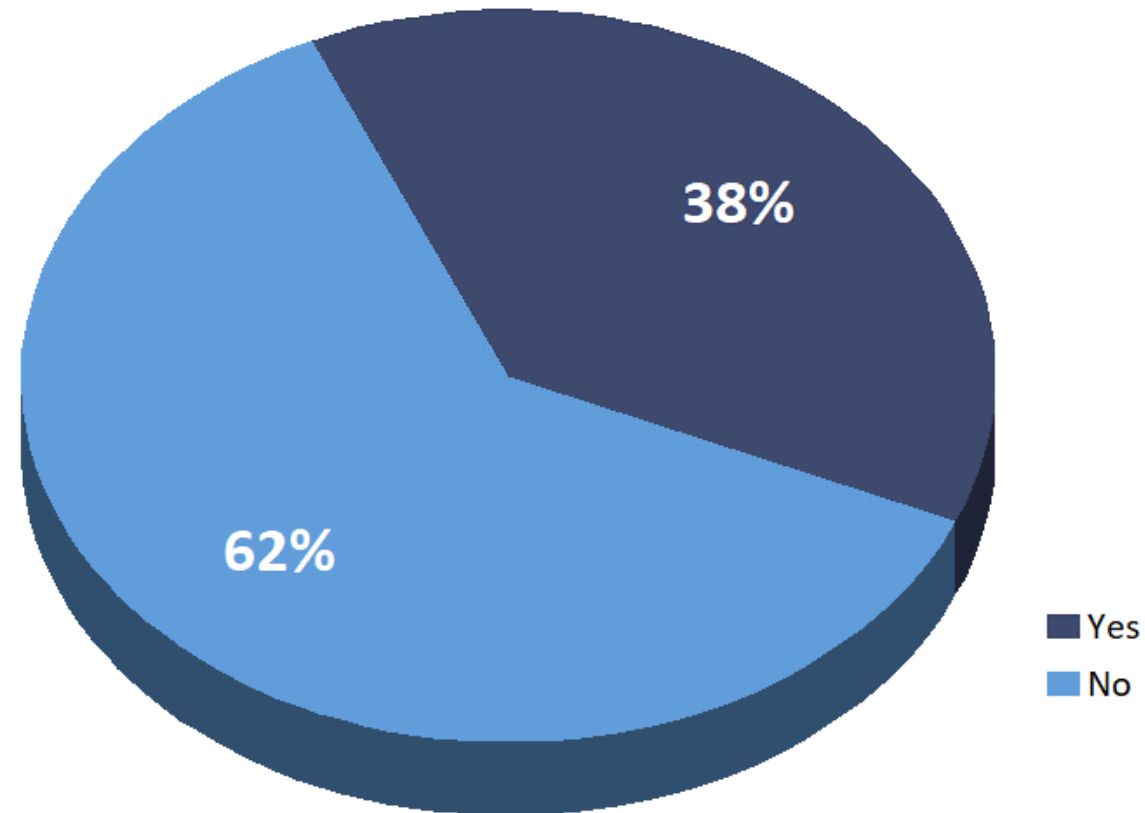
Overall satisfaction is high with some elevated 'neutral' responses throughout

Customer Satisfaction

EMPLOYEES IN BURLESON ARE SETTING THE STANDARD

Q14. Have you contacted the City of Burleson with a question, problem complaint, or to request a service during the past year

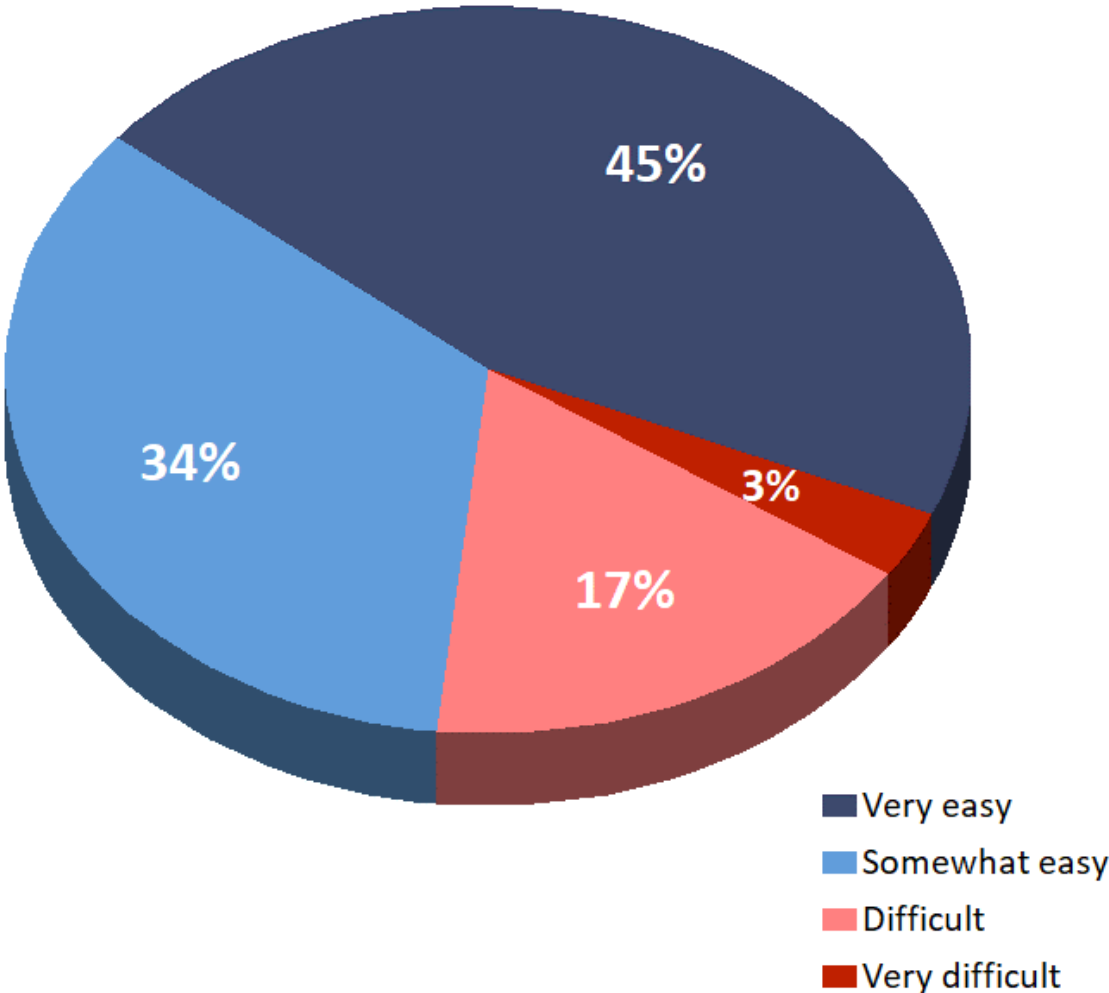
by percentage of respondents who visited the city's website in the past 6 months (excluding "not provided")



A good proportion of respondents have contacted the City in the past year

Q14a. How easy was it to contact the person you needed to reach?

by percentage of respondents who contacted the City



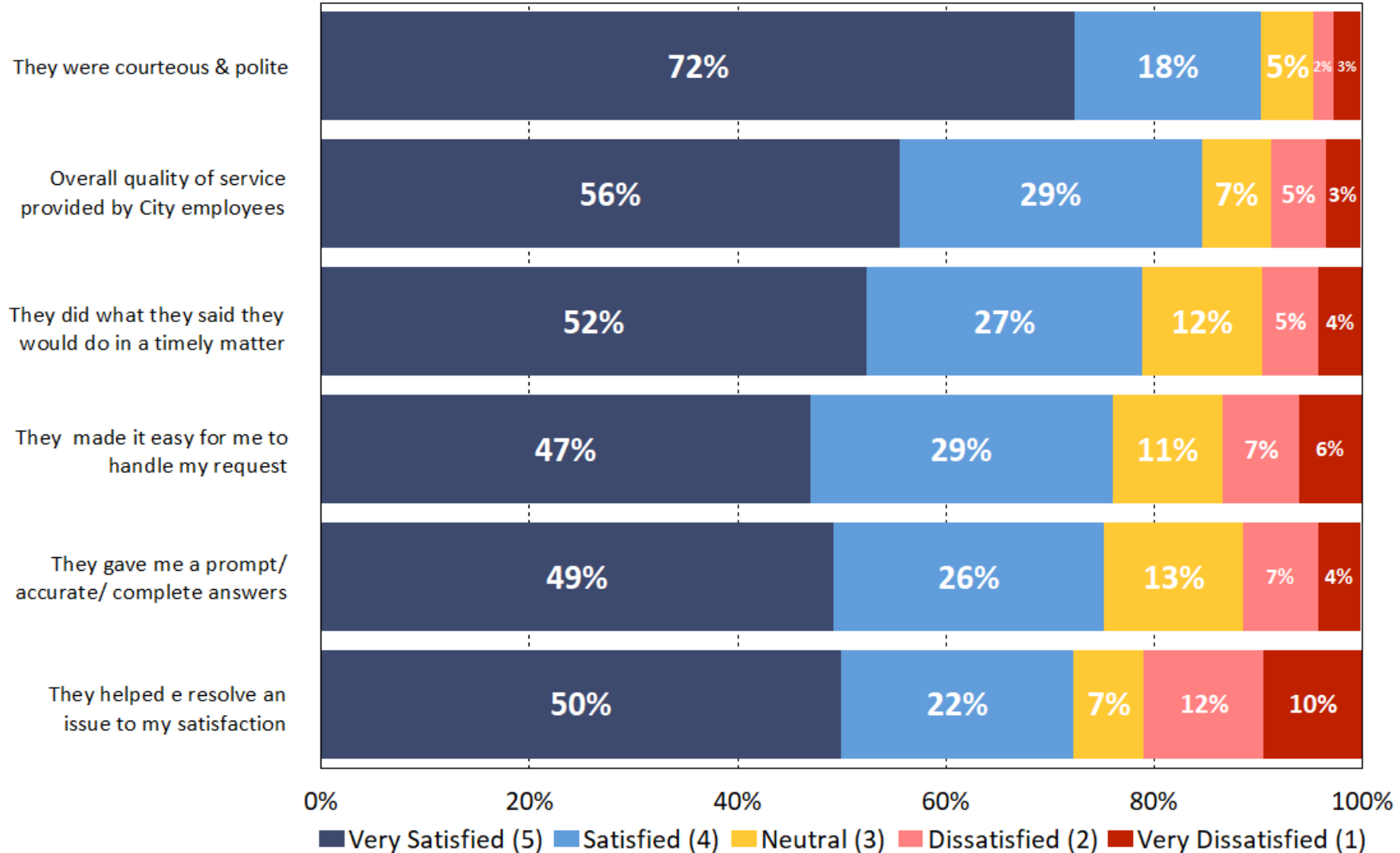
Departments Contacted:

- Public Works: 26%
- Code Compliance: 24%
- Utility Billing: 21%
- Animal services: 12%
- Police: 10%
- Parks and Recreation: 9%
- 311: 6%
- Environmental Services: 5%
- Development Services: 3%
- Municipal Court: 2%
- Communication 1%
- Fire: 1%

A good proportion of respondents have contacted the City in the past year

Q14c. Rate the frequency that the employees you contacted displayed the following:

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



City employees continue to set the standard for excellence

Summary

Residents Have a Very Positive Perception of the City

Satisfaction with City Services is Much Higher in Burleson Than Other Communities

Top Priorities for Improvement

1. Flow of traffic and congestion management on TxDOT
2. Flow of traffic and congestion management on city roadways
3. Maintenance of city streets and sidewalks

Questions?

THANK YOU |



City of Burleson Resident Satisfaction Survey

Submitted to the City of Burleson, Texas by:

ETC Institute
725 W. Frontier Lane,
Olathe, KS 66061

April 2024



ETC
INSTITUTE

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2024 City of Burlleson Resident Satisfaction Survey

Executive Summary



Purpose

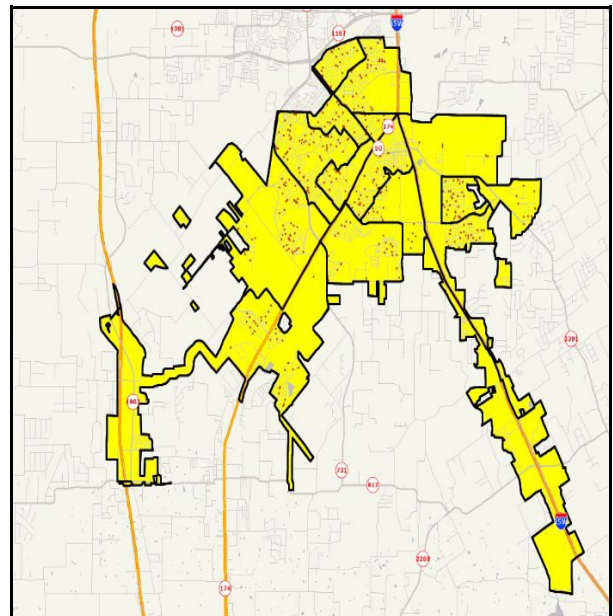
ETC Institute administered a survey to residents of the City of Burlleson in the winter of 2023. The purpose of the survey was to help the city gather citizen input and feedback on programs and services. The survey results will be used to improve City services and to help identify and address challenges facing the community.

Methodology

The seven-page survey, cover letter and postage-paid return envelope were mailed to a random sample of households in the City of Burlleson. The cover letter explained the purpose of the survey and encouraged residents to either return their survey by mail or complete the survey online. At the end of the online survey, residents were asked to enter their home address; this was done to ensure that only responses from residents who were part of the random sample were included in the final survey database. Approximately ten days after the surveys were mailed, residents who received the survey were contacted by e-mail to encourage participation.

The goal was to obtain completed surveys from at least 400 residents. This goal was met, with a total of 433 households completing the survey. The overall results for the sample of 433 households have a precision of at least +/-4.7% at the 95% level of confidence.

To better understand how well services are being delivered by the City, ETC Institute geocoded the home address of respondents to the survey. The map to the right shows the physical distribution of respondents to the survey based on the location of their home. The percentage of “don’t know” responses has been excluded from many of the graphs shown in this report to facilitate valid comparisons of the results from Burlleson with the results from other communities in ETC Institute’s *DirectionFinder*® database. Since the number of “don’t know” responses often reflect the utilization and awareness of city services, the percentage of “don’t know” responses has been provided in the tabular data section of this report. When the “don’t know” responses have been excluded, the text of this report will indicate that the responses have been excluded with the phrase “*who had an opinion.*”



2024 City of Burleson Resident Satisfaction Survey

Executive Summary



This report contains:

- an executive summary of the methodology for administering the survey and major findings,
- charts showing the overall results for most questions on the survey,
- trend charts comparing the 2022 survey results to the 2024 survey results,
- benchmarking data that show how the results for Burleson compare to other communities,
- Importance-Satisfaction analysis; this analysis was done to determine priority actions for the City to address based upon the survey results,
- tables that show the results of the random sample for each question on the survey,
- a copy of the survey instrument.

Overall Ratings of the City

Almost ninety-three percent (93%) of the residents surveyed, *who had an opinion*, rated the City of Burleson as an “excellent” or “good” place to live. Other areas in which the City received ratings of “excellent” or “good” include: as a place to raise children (88%), as a place residents are proud to call home (86%), and overall quality of services (83%)

Overall Satisfaction with City Services

The major categories of City services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the quality of public safety services (90%), the quality of solid waste services (90%), quality of wastewater/sewer services (85%), the quality of water utility services (85%), and the quality of parks & recreation facilities and programs (79%)

Based on the sum of their top three choices, the categories of City service that were most important for the city to focus on over the next year were: 1) flow of traffic and congestion on TxDOT roadways, 2), maintenance of city streets and sidewalks, and 3) flow of traffic and congestion on city roadways.

Police Services

The police services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: overall quality of police services (83%), how quickly police respond to emergencies (81%), 911 service provided by dispatch operators (77%), and efforts to communicate with the public via social media (76%).

Based on the sum of their top three choices, the police services that were most important for the city to focus on over the next year were: 1) visibility of police in neighborhoods, 2) visibility of police in commercial and retail areas, and 3) efforts by city government to prevent crime.

2024 City of Burleson Resident Satisfaction Survey

Executive Summary



Fire Services

The fire services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: emergency medical services (88%), emergency fire services (88%), and how quickly fire & rescue personnel respond to emergencies (87%).

Based on the sum of their top three choices, the fire services that were most important for the city to focus on over the next year were: 1) emergency medical services, 2) how quickly fire and rescue personnel respond to emergencies, and 3) emergency fire services.

Perceptions/Feeling of Safety

The perceptions of safety that had the highest levels of satisfaction, based upon the combined percentage of “very safe” and “safe” responses among residents *who had an opinion*, were: in neighborhoods during the day (96%), overall in the City of Burleson (88%), and in neighborhoods at night (79%).

City Communication

The communication services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: quality of the city’s social media (74%), quality of the city’s newsletter (72%), and how easy it is to receive information when calling the city (66%).

Based on the sum of their top three choices, the communication services that were most important for the city to focus on over the next year were: 1) how easy it is to find information when visiting the city’s website, 2) level of public involvement in local decision making, and 3) availability of information on city services/programs.

Customer Service

Almost thirty-eight percent (38%) of respondents indicated they had contacted the City of Burleson with a question, problem, complaint, or to request a service during the past year. Of those who contacted the City, 80% *who had an opinion* felt it was “very easy” or “somewhat easy” to contact the person they needed to reach.

When asked about the frequency of various behaviors from City employees who were contacted, 90% *who had an opinion* indicated the employees were “always” or “usually” courteous and polite; 85% felt City employees “always” or “usually” overall quality of service provided by city employees, and 79% thought employees “always” or “usually” “did what they said they would do in a timely manner”.

2024 City of Burleson Resident Satisfaction Survey

Executive Summary



Infrastructure

The infrastructure services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: condition of street signs and traffic signals (75%), mowing and tree trimming along streets and public areas (66%), appearance and condition of city medians, right of ways, and public areas (63%), and overall maintenance of major TxDOT roadways (55%).

Based on the sum of their top three choices, the infrastructure services that were most important for the City to focus on over the next year were: 1) maintenance of neighborhood streets, 2) maintenance of major city streets, and 3) overall maintenance of major TxDOT roadways.

Utilities

The utility services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: Utility reliability (91%), quality of drinking water (78%), and timeliness of water/ sewer line break repairs (75%).

Economic Development and Development Services

The economic development and development services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: Food/ restaurant/ entertainment (68%), single-family housing (66%), and commercial/ retail (63%).

City Codes

The city code services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: the city’s enforcement of restaurants/ food service cleanliness (62%), the city’s enforcement of sign regulations (59%), overall quality of the city’s code compliance operations (53%), and the city’s efforts to identify & remove abandoned or dilapidated structures (49%).

Based on the sum of their top two choices, the code services that were most important for the City to focus on over the next year were: 1) restaurant/food service cleanliness and 2) clean-up of trash and debris on private property.

Animal Services

The animal services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: quality of the City’s animal control services (72%) and quality of the City’s animal adoption services (75%).

2024 City of Burleson Resident Satisfaction Survey

Executive Summary



Court Services

The court services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: quality and accessibility of municipal court services (69%) and overall quality of municipal court services (64%).

Parks & Recreation

The Parks & Recreational services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: maintenance of city parks (85%), quality of produced special events (79%), quality of city parks (78%), and quality of city recreation facilities (74%).

Based on the sum of their top three choices, the parks and recreation services that were most important for the city to focus on over the next year were: 1) maintenance of city parks, 2) quality of produced special events, and 3) quality of city parks.

Refuse Collection

The refuse collection services that had the highest levels of satisfaction, based upon the combined percentage of “very satisfied” and “satisfied” responses among residents *who had an opinion*, were: overall quality of curbside trash/ garbage collection (91%), overall quality of curbside recycling collection (91%), overall quality of city bulk trash/ leaf/ brush collection (90%)

Additional Findings

- When asked to check all options that apply to how Burleson residents get information about the city, sixty-two percent listed social media site (Facebook, Instagram, etc.), while fifty-four percent chose the city’s website (burlesontx.com)
- When asked which information delivery options were their top two desired sources, residents chose social media and the city’s website were the top two choices.
- Over eighty percent of survey respondents indicated that they had visited the city’s website in the past 6 months. When asked what the reason was for their last visit to the website, over thirty percent (32%) chose “other”, and almost eighty percent (79%) voiced that it was either “very easy” or “somewhat easy” to find information.
- Only eleven percent of survey respondents said that they had contacted City of Burleson 311 during the past year. Of those respondents sixty four percent of those who contacted 311 did so by phone and ninety- three percent of those said it was either “very easy” or “somewhat easy” to contact 311. Those who had heard about 311 did so by way of the Burleson city website, (51%) when asked, ninety- two percent said that employees were “always” or “usually” courteous & polite.

2024 City of Burleson Resident Satisfaction Survey

Executive Summary



- When asked how the city should allocate/ focus funding and city tax dollars, based on the compilation of “very important” and “important” the top three selection were: maintenance of city’s infrastructure (95%), public safety (93%), and financial planning (86%).

2024 City of Burleson Resident Satisfaction Survey Executive Summary



How the City of Burleson Compares to Texas Communities

Satisfaction ratings for the City of Burleson **rated the same or above the average for Texas in 48 of the 63 areas** that were assessed. The City of Burleson rated significantly higher than this average (difference of 5% or more) in 45 of these areas. Listed below are the comparisons of Burleson’s 2024 results compared to the Texas average.

Service	Burleson	Texas Avg.	Difference	Categories
Effectiveness of city communication with the public	77.30%	28.7%	48.60%	Major City Services
As a place to live	92.90%	44.9%	48.00%	City Ratings
Quality of customer services you receive from city employees	76.90%	30.2%	46.70%	Major City Services
Quality of solid waste services	89.70%	46.8%	42.90%	Major City Services
Overall quality of City bulk trash/leaf/brush collection	89.60%	51.7%	37.90%	Infrastructure
Quality of police services	82.70%	45.1%	37.60%	Police Services
Quality of wastewater/ sewer services	85.30%	47.9%	37.40%	Major City Services
Quality of water utility services	84.50%	47.1%	37.40%	Major City Services
Quality of public safety services	90.20%	53.2%	37.00%	Major City Services
As a place you are proud to call home	85.60%	49.0%	36.60%	City Ratings
Quality of parks & recreation facilities & programs	79.20%	44.0%	35.20%	Major City Services
As a place to raise to raise children	88.00%	54.9%	33.10%	City Ratings
Quality of police community outreach programs	67.60%	35.0%	32.60%	Police Services
Overall quality of services provided by the City of Burleson	83.30%	51.3%	32.00%	City Ratings
Overall quality of curbside recycling collection	90.50%	58.6%	31.90%	Infrastructure
How quickly police respond to emergencies	81.20%	50.5%	30.70%	Police Services
How quickly fire & rescue personnel respond to emergencies	87.40%	56.8%	30.60%	Fire Services
Quality of city recreation facilities	74.10%	44.0%	30.10%	Parks & Rec
Overall quality of the city's social media	74.30%	46.6%	27.70%	Communication
In the City of Burleson	87.70%	60.5%	27.20%	Feeling of Safety
In City parks, trails, & recreation areas	71.30%	45.3%	26.00%	Feeling of Safety
Quality of fire safety education programs	68.30%	42.9%	25.40%	Fire Services
Emergency medical services	88.00%	63.1%	24.90%	Fire Services
Quality of library services	75.70%	51.8%	23.90%	Major City Services
Enforcement of traffic laws	68.60%	45.5%	23.10%	Police Services
In your neighborhood at night	78.80%	56.2%	22.60%	Feeling of Safety
Emergency fire services	87.60%	66.5%	21.10%	Fire Services
Overall quality of curbside trash/ garbage collection	91.20%	70.8%	20.40%	Infrastructure
Overall quality of the city's animal control services	71.70%	51.9%	19.80%	Infrastructure
Enforcement of local codes and ordinances	56.30%	36.8%	19.50%	Major City Services

2024 City of Burleson Resident Satisfaction Survey Executive Summary



Service	Burleson	Texas Avg.	Difference	Categories
Overall quality of City's household hazardous waste disposal service	64.70%	45.8%	18.90%	Infrastructure
Value that you receive for your city tax dollars & fees	49.20%	30.4%	18.80%	Major City Services
Efforts by the city government to prevent crime	61.90%	44.7%	17.20%	Police Services
Quality of city youth athletic programs	60.30%	44.0%	16.30%	Parks & Rec
In your neighborhood during the day	96.10%	80.5%	15.60%	Feeling of Safety
How easy it is to find information when visiting the city's website	60.80%	47.6%	13.20%	Communication
Maintenance of city streets and sidewalks	37.40%	25.6%	11.80%	Major City Services
Number/ connectivity of walking/ biking trails	61.20%	51.0%	10.20%	Parks & Rec
Timeliness of information provided by the city	63.40%	53.3%	10.10%	Communication
Quality of city senior citizens programs	52.80%	44.0%	8.80%	Parks & Rec
As a place to retire	63.40%	55.7%	7.70%	City Ratings
On-street bicycle infrastructure	51.20%	44.0%	7.20%	Infrastructure
As a place to work	58.70%	52.0%	6.70%	City Ratings
Quality of City adult athletic programs	49.80%	44.0%	5.80%	Parks & Rec
Flow of traffic & on city roadways	38.00%	32.4%	5.60%	Major City Services
Overall condition of street signs & traffic signs	75.30%	69.8%	5.50%	Infrastructure
Mowing & tree trimming along streets & other public areas	66.40%	61.0%	5.40%	Infrastructure
Visibility of police in commercial & retail areas	52.00%	49.6%	2.40%	Police Services
City's efforts to enforce sign regulations	58.80%	57.0%	1.80%	City codes
Visibility of police in neighborhoods	48.00%	46.3%	1.70%	Police Services
Overall maintenance of major roadways TxDOT roadways	54.80%	54.5%	0.30%	Infrastructure
In commercial & retail areas	66.00%	66.5%	-0.50%	Feeling of Safety
Overall fees charged for water/ wastewater services	47.60%	48.7%	-1.10%	Utilities
Overall level of public involvement in local decision making	38.70%	41.6%	-2.90%	Communication
City's efforts to enforce cleanup of trash & debris on private property	47.70%	53.2%	-5.50%	City codes
Overall quantity & quality of City sidewalks including accessibility	46.40%	53.0%	-6.60%	Infrastructure
City's efforts to enforce mowing & cutting of weeds on private property	46.90%	54.3%	-7.40%	City codes
City's effort to enforce upkeep of residential property	47.90%	57.0%	-9.10%	City codes
Adequacy of street lighting	52.90%	63.5%	-10.60%	Infrastructure
Access to information about the city's finances and budget	45.60%	56.9%	-11.30%	Communication
Overall maintenance of neighborhood streets	41.00%	55.0%	-14.00%	Infrastructure
Flow of traffic & congestions on TxDOT roadways	13.80%	29.7%	-15.90%	Major City Services
Overall maintenance of major city streets	40.40%	57.4%	-17.00%	Infrastructure

2024 City of Burleson Resident Satisfaction Survey

Executive Summary



How the City of Burleson Compares to Other Communities Nationally

Satisfaction ratings for the City of Burleson **rated above the U.S. average in 44 of the 63 areas** that were assessed. The City of Burleson rated significantly higher than the U.S. average (difference of 5% or more) in 41 of these areas. Listed below are the comparisons of Burleson’s 2024 results compared to the Texas average.

Service	Burleson	US Avg	Difference	Categories
As a place to raise to raise children	88.00%	40.6%	47.40%	City Ratings
Quality of wastewater/ sewer services	85.30%	38.2%	47.10%	Major City Services
In your neighborhood during the day	96.10%	50.7%	45.40%	Feeling of Safety
Quality of public safety services	90.20%	46.7%	43.50%	Major City Services
Quality of water utility services	84.50%	41.5%	43.00%	Major City Services
Overall quality of the city's social media	74.30%	33.8%	40.50%	Communication
As a place you are proud to call home	85.60%	46.5%	39.10%	City Ratings
Quality of solid waste services	89.70%	51.7%	38.00%	Major City Services
Quality of parks & recreation facilities & programs	79.20%	41.4%	37.80%	Major City Services
Emergency fire services	87.60%	50.4%	37.20%	Fire Services
Overall quality of curbside trash/ garbage collection	91.20%	54.6%	36.60%	Infrastructure
Overall quality of City bulk trash/leaf/brush collection	89.60%	56.2%	33.40%	Infrastructure
Overall quality of the city's animal control services	71.70%	38.6%	33.10%	Infrastructure
How quickly fire & rescue personnel respond to emergencies	87.40%	54.8%	32.60%	Fire Services
Quality of police services	82.70%	50.5%	32.20%	Police Services
Emergency medical services	88.00%	56.0%	32.00%	Fire Services
As a place to live	92.90%	62.4%	30.50%	City Ratings
Overall condition of street signs & traffic signs	75.30%	47.3%	28.00%	Infrastructure
Effectiveness of city communication with the public	77.30%	49.7%	27.60%	Major City Services
Overall quality of curbside recycling collection	90.50%	65.6%	24.90%	Infrastructure
How quickly police respond to emergencies	81.20%	56.6%	24.60%	Police Services
In commercial & retail areas	66.00%	42.7%	23.30%	Feeling of Safety
In your neighborhood at night	78.80%	57.6%	21.20%	Feeling of Safety
Quality of city recreation facilities	74.10%	53.7%	20.40%	Parks & Rec
In the City of Burleson	87.70%	68.0%	19.70%	Feeling of Safety
Quality of customer services you receive from city employees	76.90%	58.2%	18.70%	Major City Services
Quality of city senior citizens programs	52.80%	34.2%	18.60%	Parks & Rec
Enforcement of traffic laws	68.60%	50.6%	18.00%	Police Services
Number/ connectivity of walking/ biking trails	61.20%	43.6%	17.60%	Parks & Rec
How easy it is to find information when visiting the city's website	60.80%	43.4%	17.40%	Communication
Quality of police community outreach programs	67.60%	50.6%	17.00%	Police Services
City's efforts to enforce sign regulations	58.80%	42.1%	16.70%	City codes
Overall quality of services provided by the City of Burleson	83.30%	67.3%	16.00%	City Ratings

2024 City of Burleson Resident Satisfaction Survey

Executive Summary



Service	Burleson	US Avg	Difference	Categories
Timeliness of information provided by the city	63.40%	47.5%	15.90%	Communication
As a place to retire	63.40%	52.5%	10.90%	City Ratings
Quality of library services	75.70%	65.5%	10.20%	Major City Services
Mowing & tree trimming along streets & other public areas	66.40%	56.6%	9.80%	Infrastructure
Overall quality of City's household hazardous waste disposal service	64.70%	55.4%	9.30%	Infrastructure
Visibility of police in neighborhoods	48.00%	38.8%	9.20%	Police Services
As a place to work	58.70%	50.6%	8.10%	City Ratings
Quality of fire safety education programs	68.30%	62.5%	5.80%	Fire Services
Enforcement of local codes and ordinances	56.30%	52.2%	4.10%	Major City Services
Adequacy of street lighting	52.90%	50.4%	2.50%	Infrastructure
On-street bicycle infrastructure	51.20%	50.6%	0.60%	Infrastructure
Access to information about the city's finances and budget	45.60%	46.0%	-0.40%	Communication
Quality of City adult athletic programs	49.80%	50.6%	-0.80%	Parks & Rec
City's efforts to enforce mowing & cutting of weeds on private property	46.90%	48.0%	-1.10%	City codes
Maintenance of city streets and sidewalks	37.40%	40.0%	-2.60%	Major City Services
Overall maintenance of neighborhood streets	41.00%	45.0%	-4.00%	Infrastructure
Overall quantity & quality of City sidewalks including accessibility	46.40%	50.6%	-4.20%	Infrastructure
Overall maintenance of major roadways TxDOT roadways	54.80%	59.5%	-4.70%	Infrastructure
Overall maintenance of major city streets	40.40%	47.0%	-6.60%	Infrastructure
City's efforts to enforce cleanup of trash & debris on private property	47.70%	54.7%	-7.00%	City codes
City's effort to enforce upkeep of residential property	47.90%	56.5%	-8.60%	City codes
Quality of city youth athletic programs	60.30%	70.3%	-10.00%	Parks & Rec
Efforts by the city government to prevent crime	61.90%	72.4%	-10.50%	Police Services
In City parks, trails, & recreation areas	71.30%	82.8%	-11.50%	Feeling of Safety
Overall level of public involvement in local decision making	38.70%	50.9%	-12.20%	Communication
Flow of traffic & on city roadways	38.00%	50.6%	-12.60%	Major City Services
Visibility of police in commercial & retail areas	52.00%	68.6%	-16.60%	Police Services
Overall fees charged for water/ wastewater services	47.60%	64.9%	-17.30%	Utilities
Value that you receive for your city tax dollars & fees	49.20%	77.8%	-28.60%	Major City Services
Flow of traffic & congestions on TxDOT roadways	13.80%	46.6%	-32.80%	Major City Services



Investment Priorities

Recommended Priorities for the Next Year. In order to help the city identify investment priorities for the next year, ETC Institute conducted an Importance-Satisfaction (I-S) analysis. This analysis examined the importance residents placed on each City service and the level of satisfaction with each service. By identifying services of high importance and low satisfaction, the analysis identified which services will have the most impact on overall satisfaction with City services over the next year. If the City wants to improve its overall satisfaction rating, the city should prioritize investments in services with the highest Importance Satisfaction (I-S) ratings. Details regarding the methodology for the analysis are provided in Section 3 of this report.

Overall Priorities for the City by Major Category. This analysis reviewed the importance of and satisfaction with major categories of City services. This analysis was conducted to help set the overall priorities for the city. Based on the results of this analysis, the major services that are recommended as the top priorities for investment over the next year to raise the city's overall satisfaction rating are listed below:

- Flow of traffic and congestion on TxDOT roadways (I-S Rating = 0.6301)
- Maintenance of city streets and sidewalks (I-S Rating = 0.3105)
- Flow of traffic and congestion on city roadways (I-S Rating = 0.2362)
- Value received for city tax dollars and fees (I-S Rating = 0.1092)

The table on the following page shows the Importance-Satisfaction rating for all 15 major categories of City services that were rated.

2024 City of Burleson Resident Satisfaction Survey Executive Summary



2024 Importance-Satisfaction Rating

Burleson, Texas

Major City Services

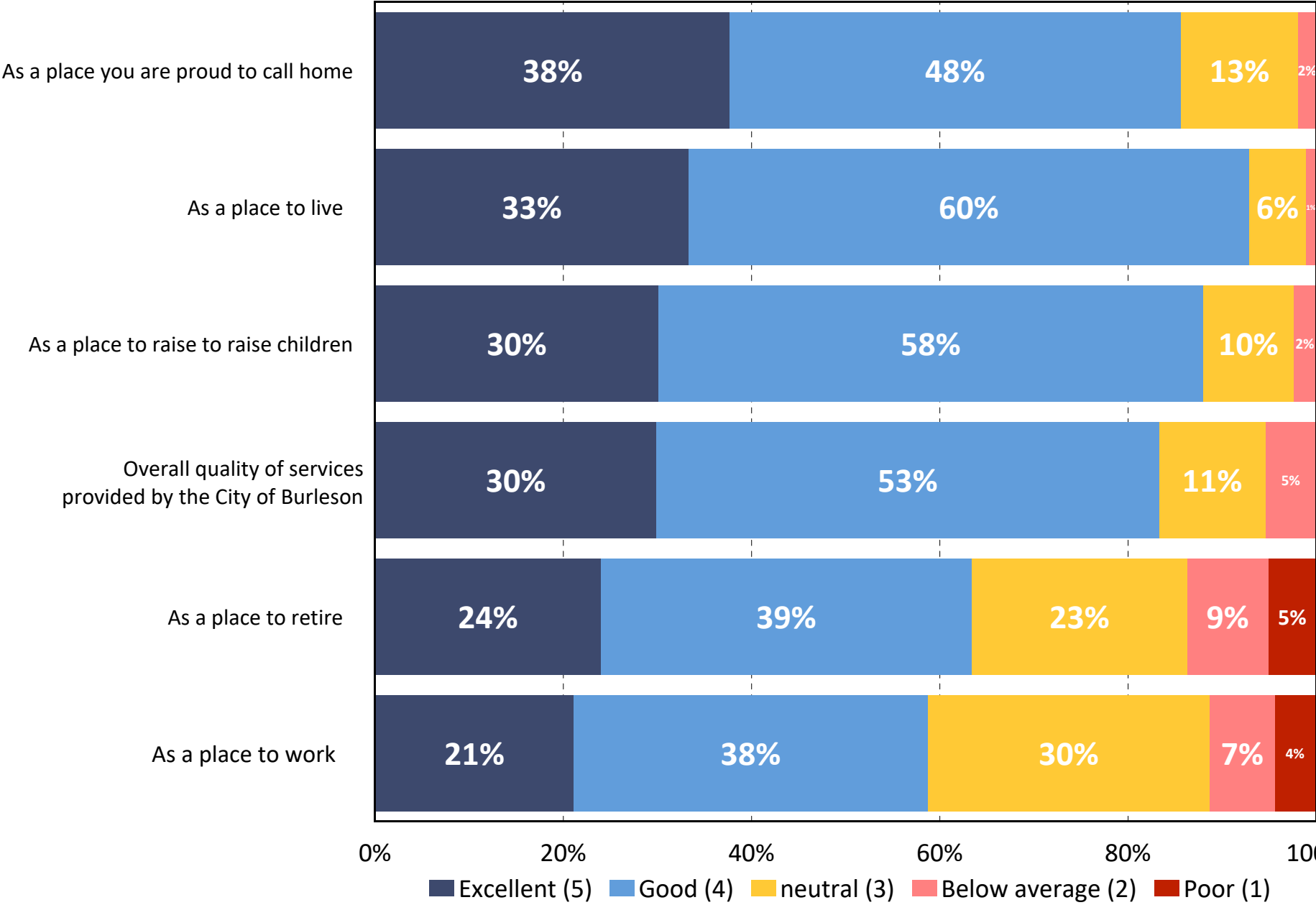
Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Flow of traffic & congestion on TxDOT roadways	73%	1	14%	15	0.6301	1
Maintenance of City streets & sidewalks	50%	2	37%	14	0.3105	2
Flow of traffic & congestion on City roadways	38%	3	38%	13	0.2362	3
High Priority (IS .10-.20)						
Value that you receive for your City tax dollars & fees	22%	4	49%	12	0.1092	4
Medium Priority (IS <.10)						
Enforcement of local codes & ordinances	19%	5	56%	10	0.0835	5
Efforts by City government to ensure the community is prepared	12%	9	71%	9	0.0340	6
Quality of parks & recreation facilities & programs	15%	6	79%	5	0.0320	7
Effectiveness of City communication with the public	12%	8	77%	6	0.0270	8
Quality of public safety services	15%	7	90%	1	0.0151	9
Quality of library services	4%	12	76%	8	0.0107	10
Quality of water utility services	5%	11	85%	4	0.0073	11
Quality of solid waste services	5%	10	90%	2	0.0055	12
Quality & timeliness of the City's permitting & inspection process	1%	15	54%	11	0.0051	13
Quality of customer services you receive from City employees	2%	14	77%	7	0.0044	14
Quality of wastewater/sewer services	3%	13	85%	3	0.0041	15



Charts and Graphs

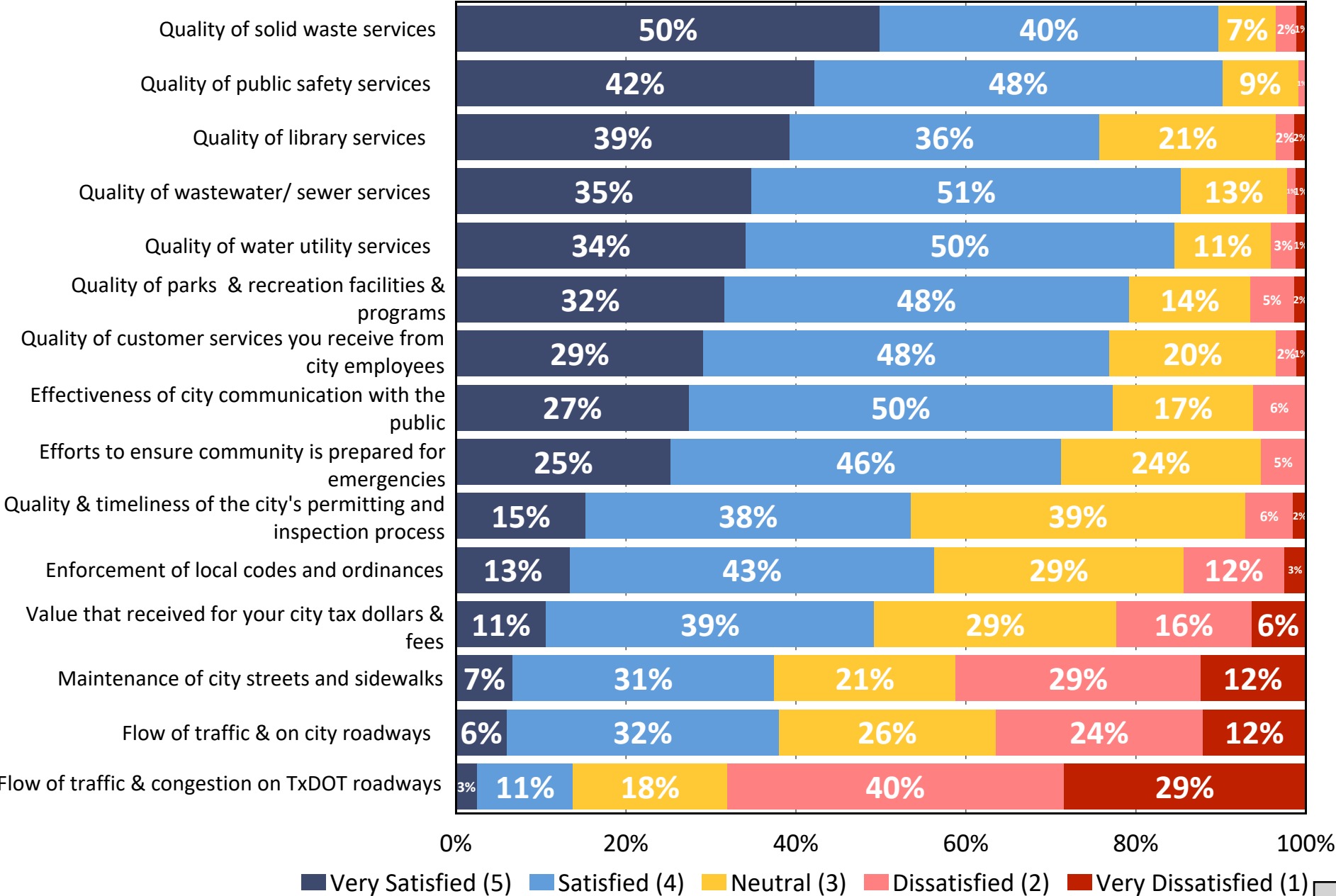
Q1. Overall Ratings of Burleson

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



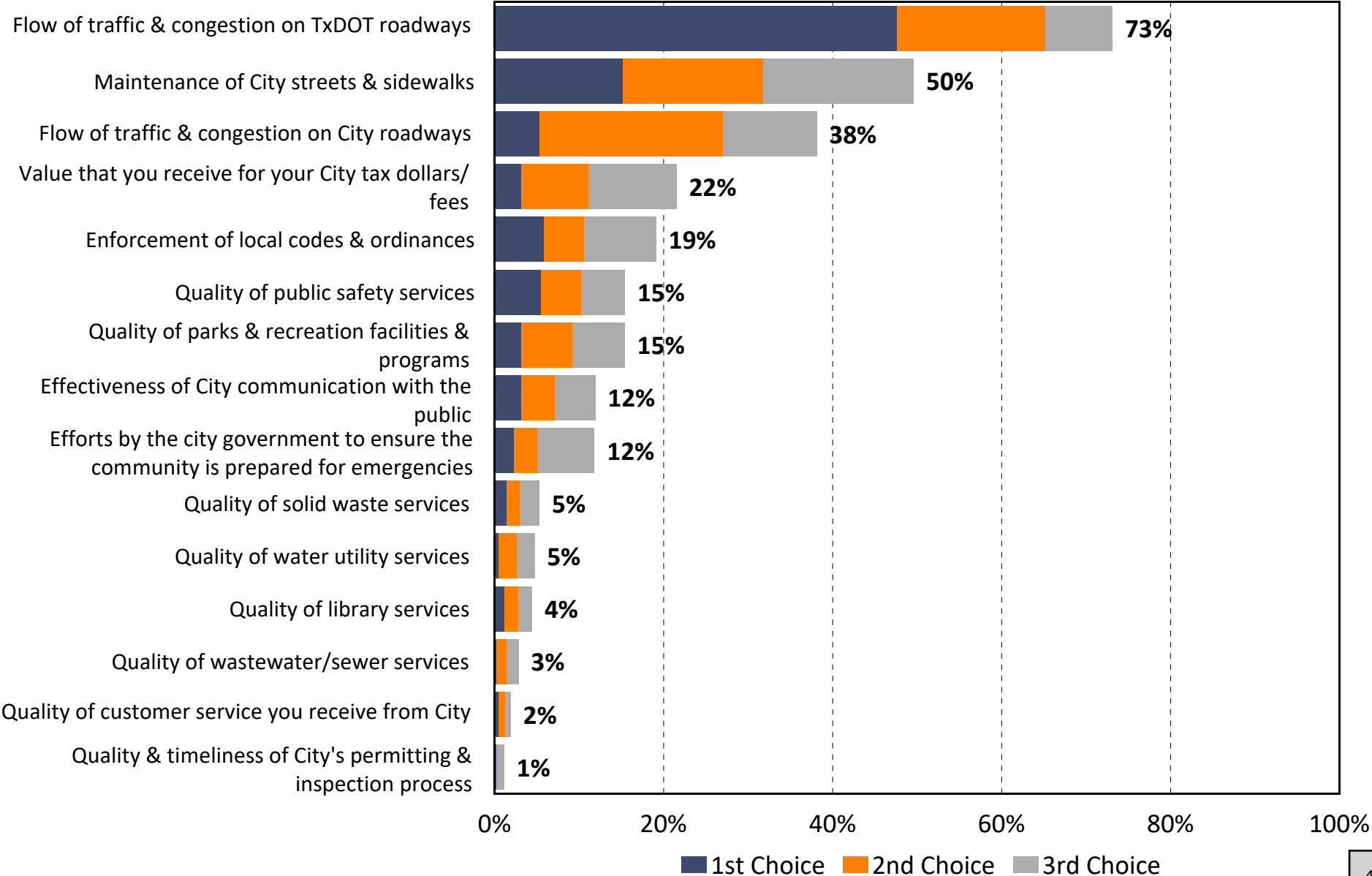
Q2. Satisfaction with Major Categories of City Services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



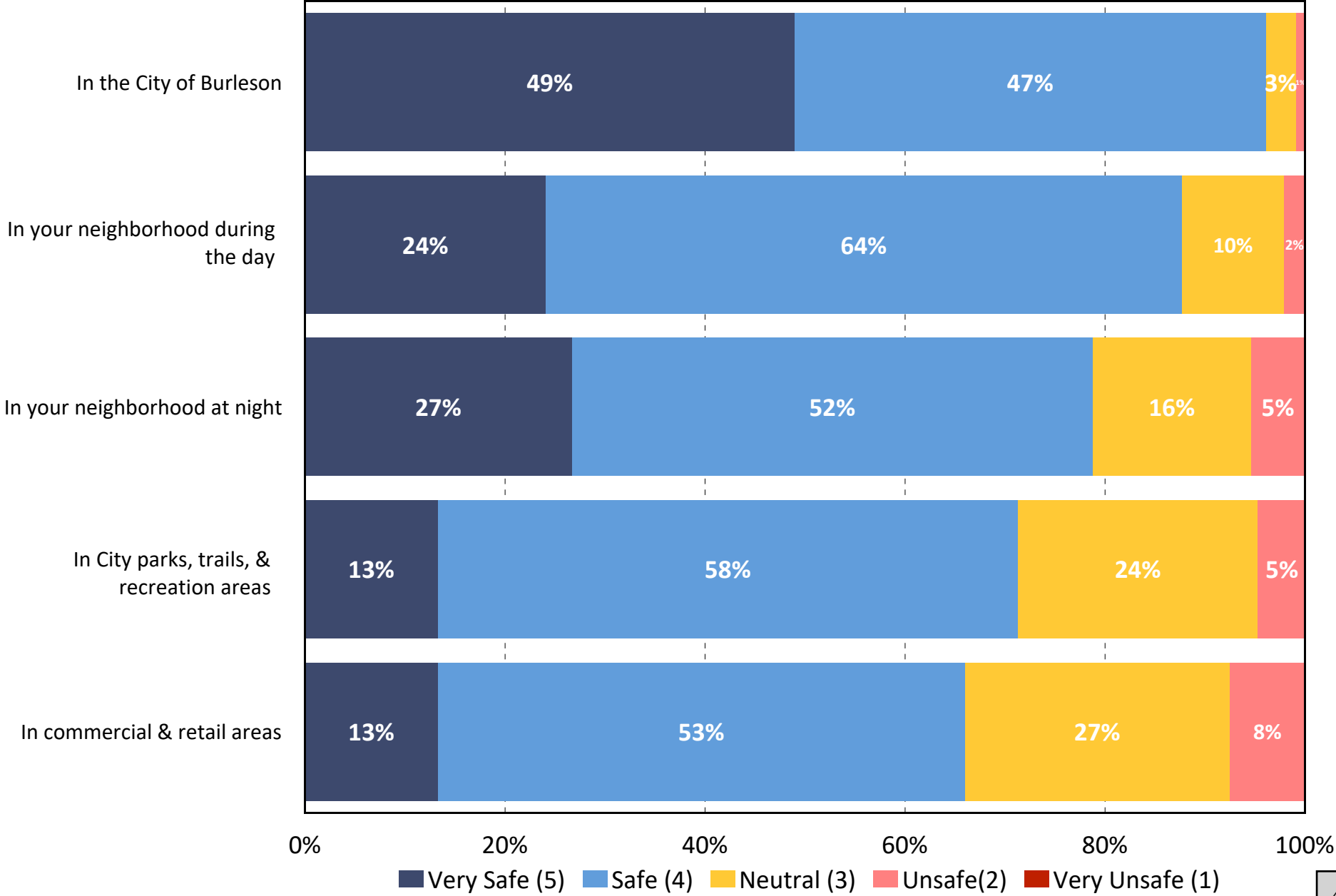
Q3. Services That Are Most Important for the City to Focus on Over the Next Year

by percentage of respondents who selected the item as one of their top three choices



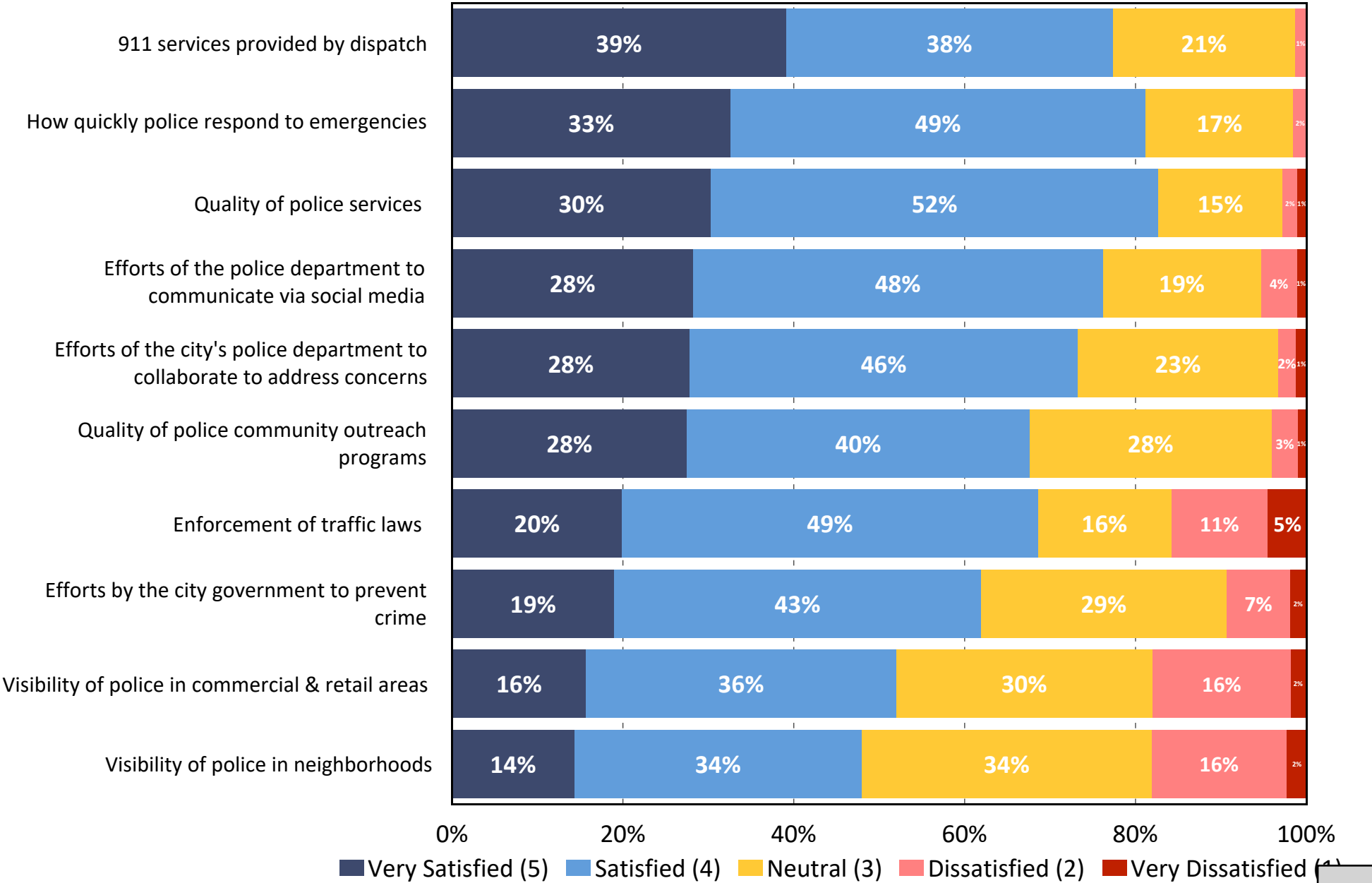
Q4. Overall feeling of safety in Burleson

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



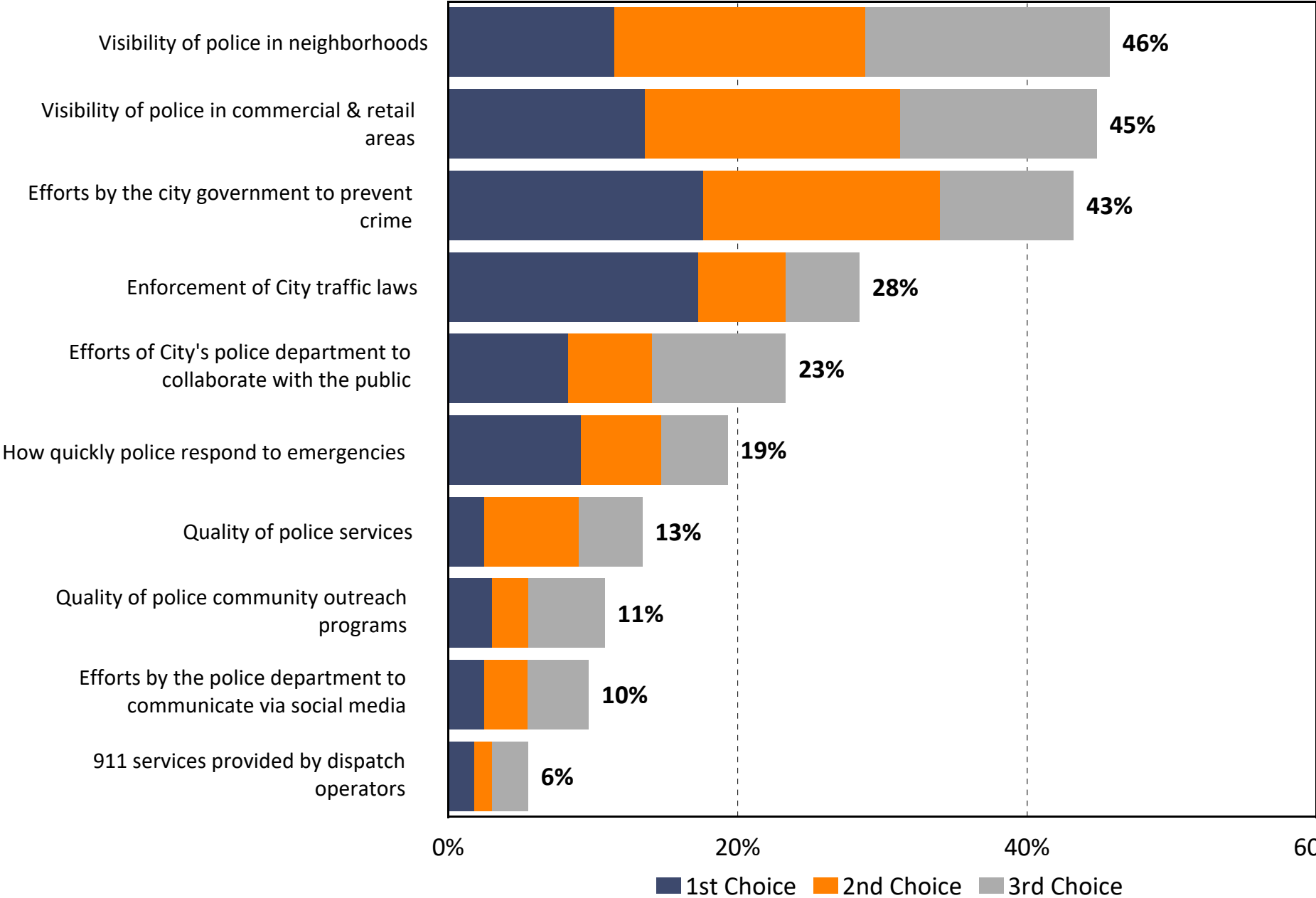
Q5. Satisfaction with City Police Services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



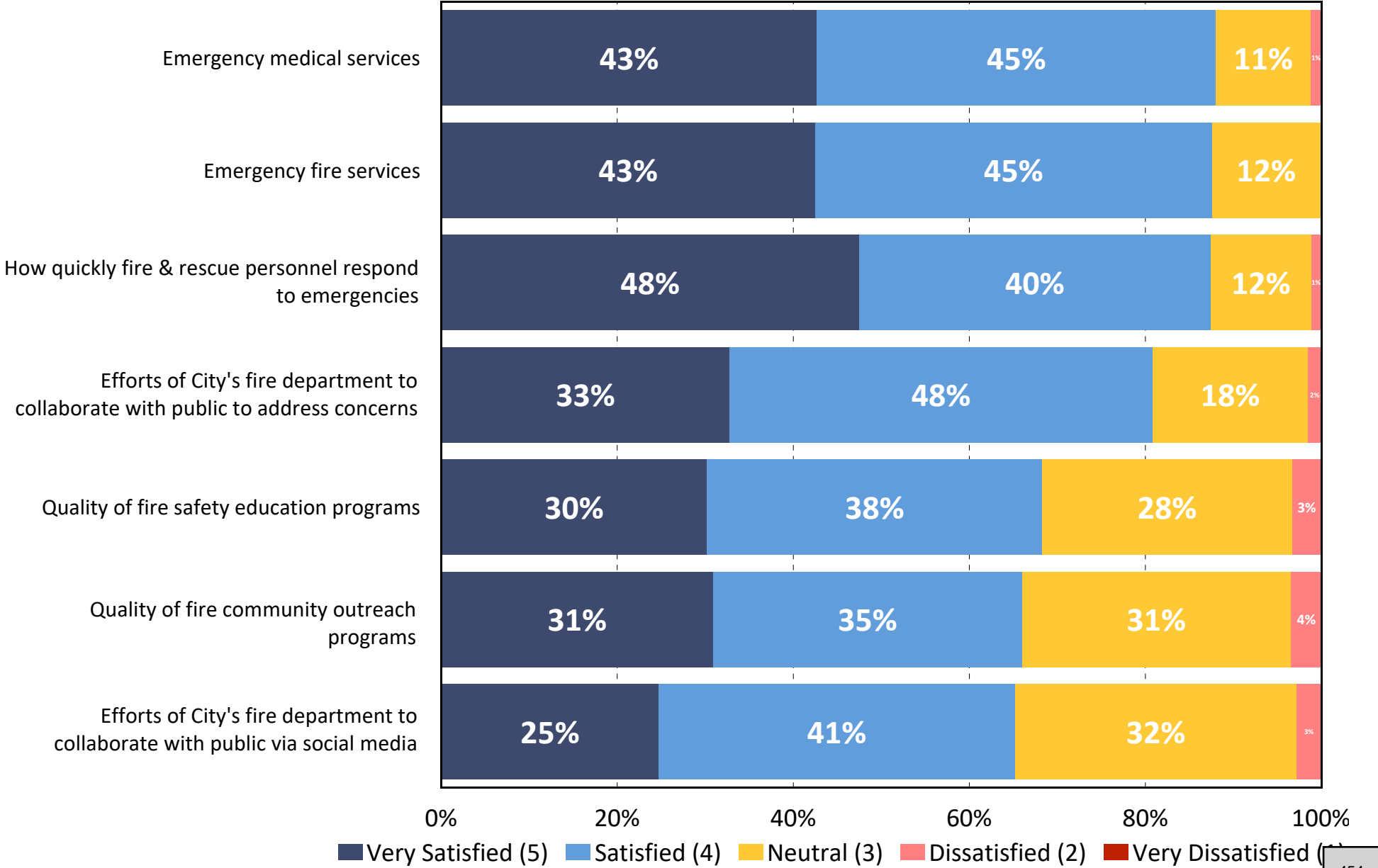
Q6. Satisfaction With Police Services

by percentage of respondents who selected the item as one of their top three choices



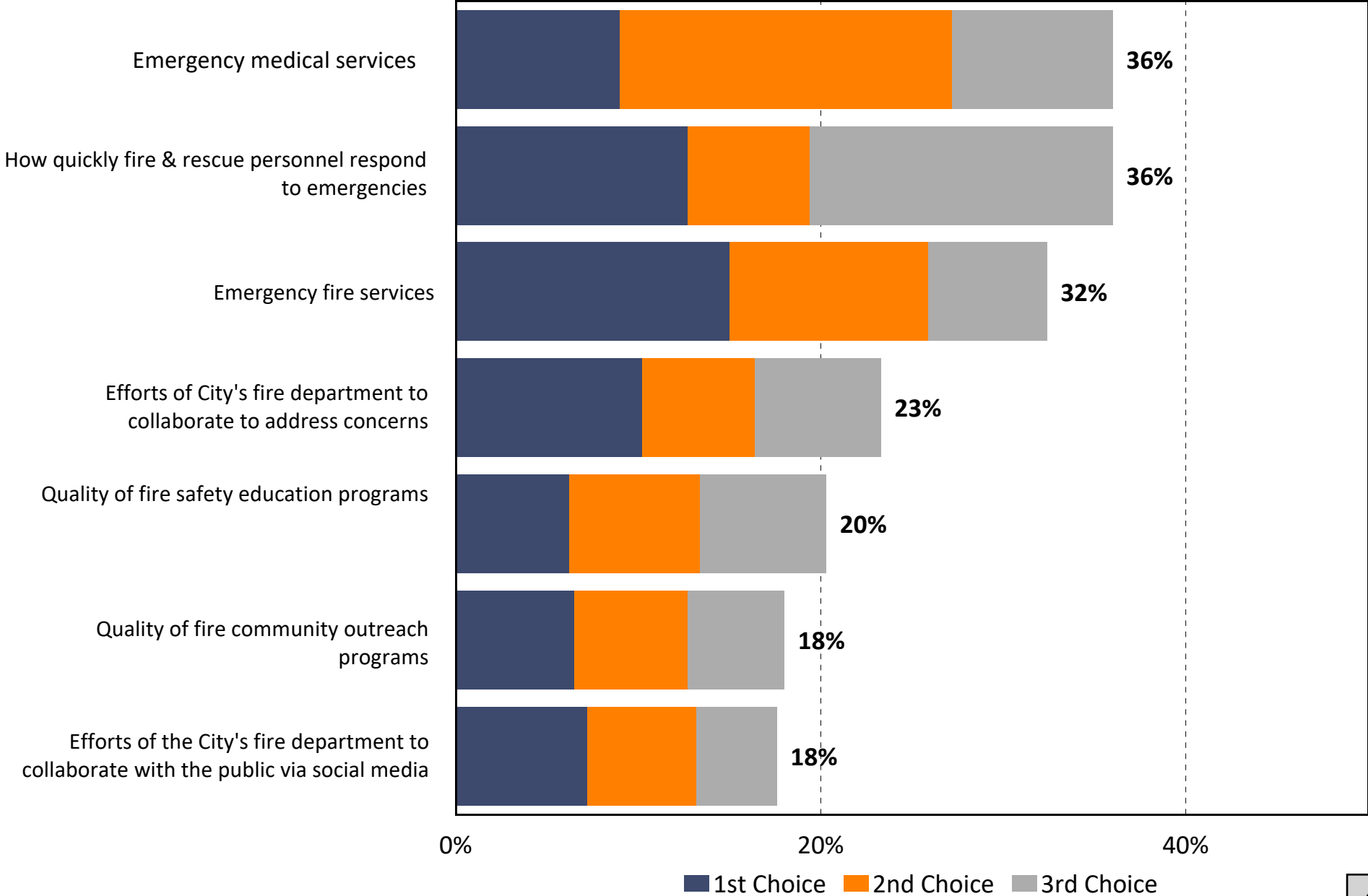
Q7. Overall satisfaction with the City's fire services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



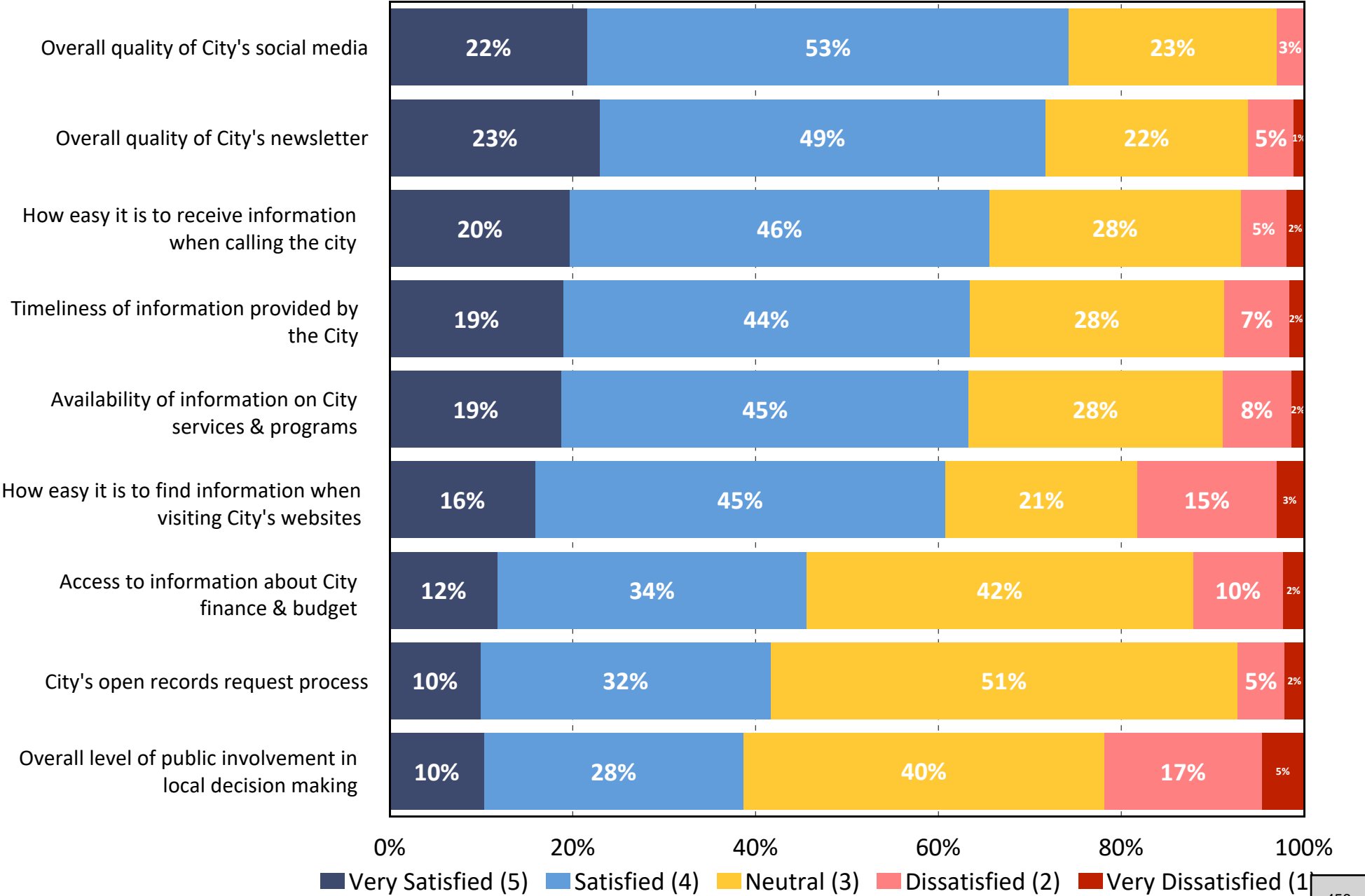
Q8. Satisfaction With Fire Services

by percentage of respondents who selected the item as one of their top three choices



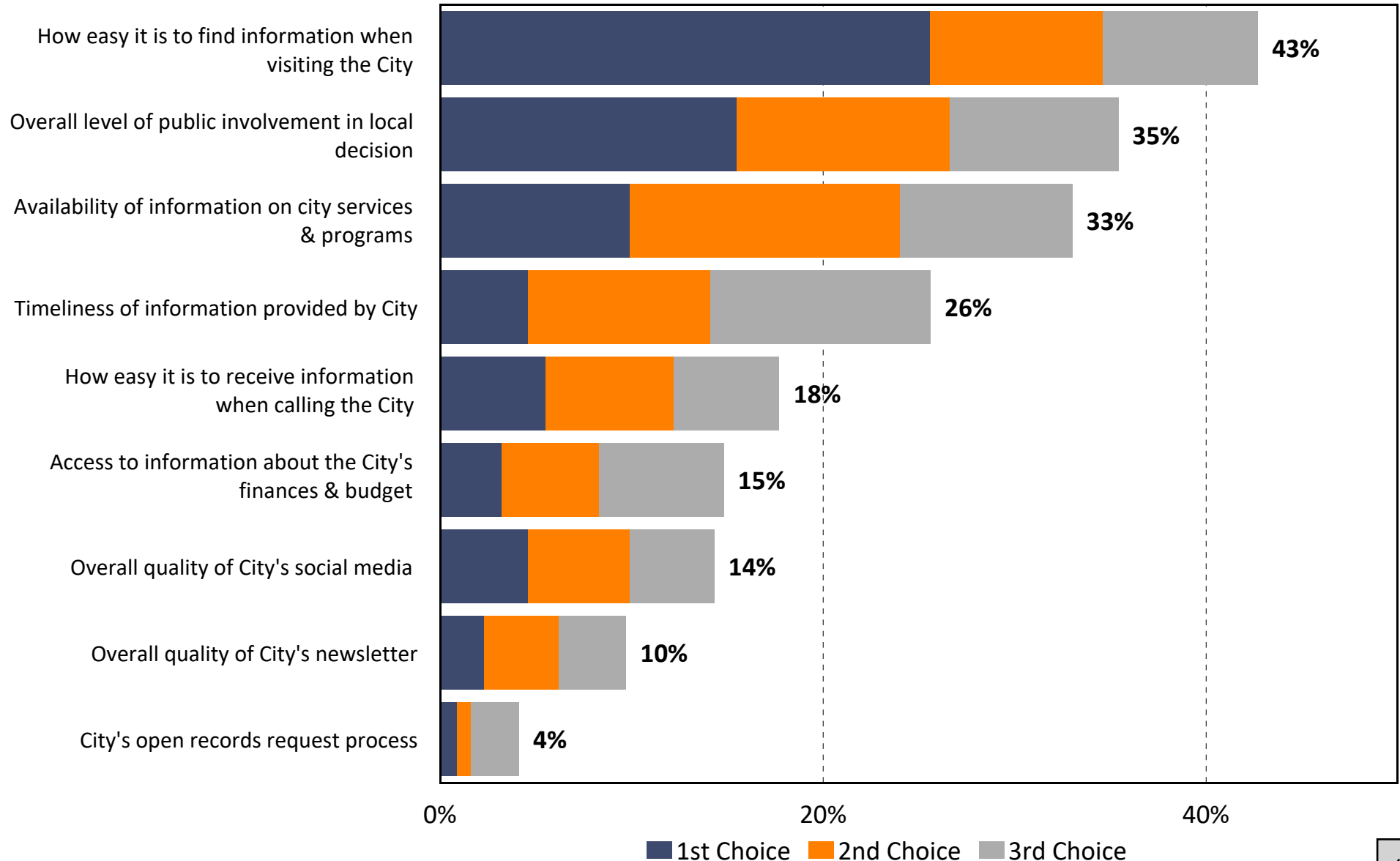
Q9. Overall satisfaction with the City's Communication

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



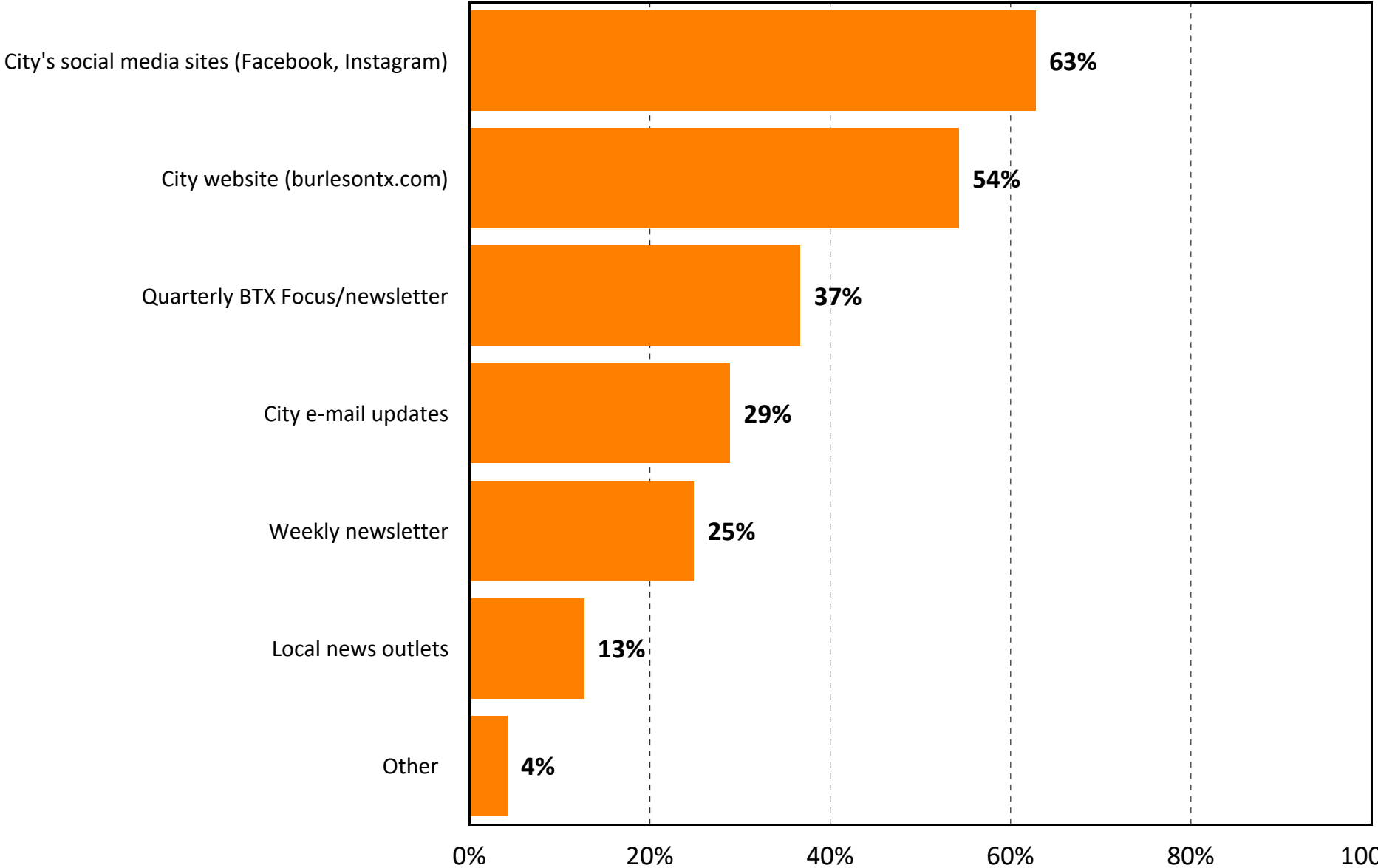
Q10. Which services listed in Question 9 do you think are **MOST IMPORTANT** for the city to focus on

by percentage of respondents who selected the item as one of their top three choices



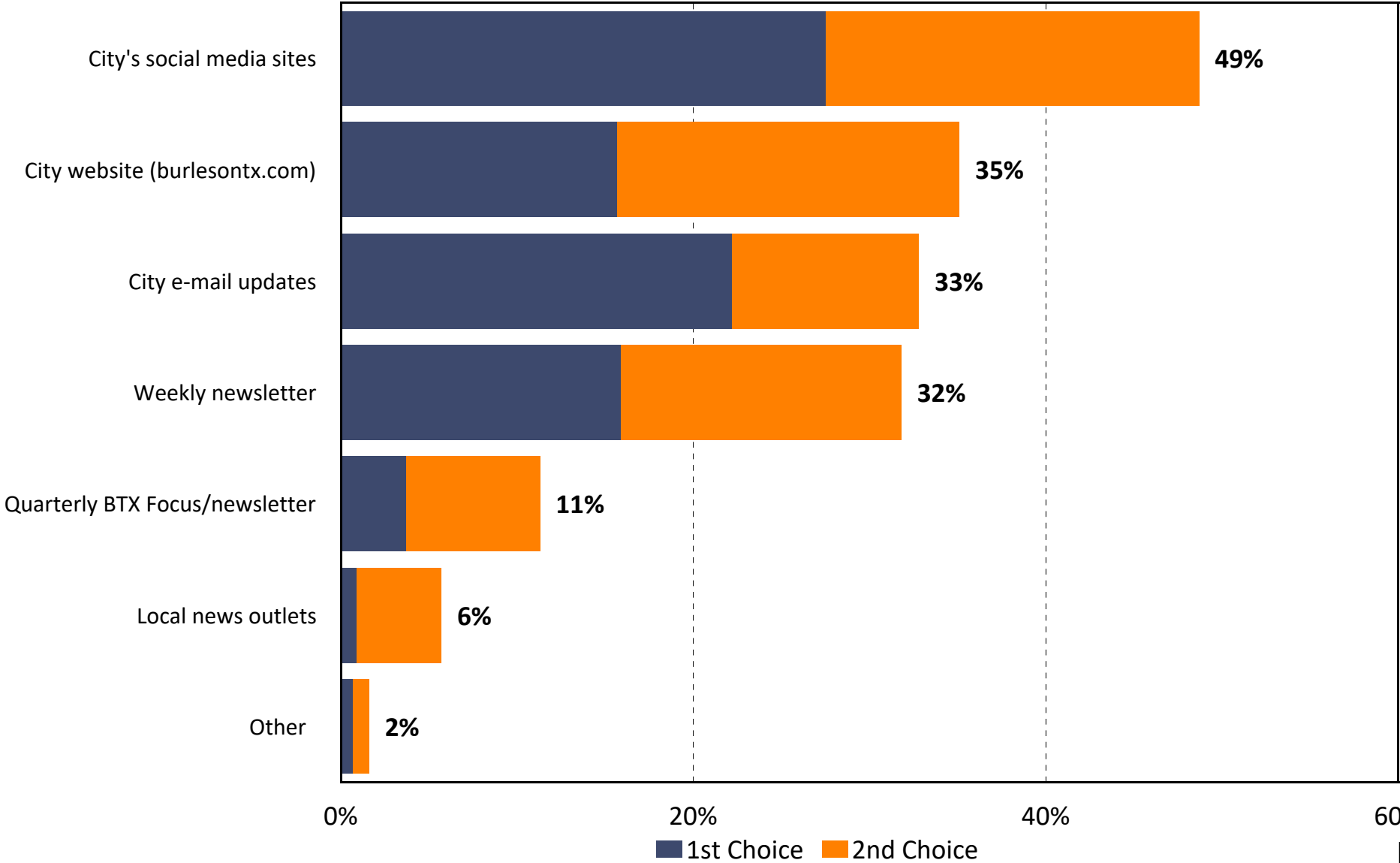
Q11. Where do you currently get news and information about the City of Burleson

by percentage of respondents (multiple selections could be made)



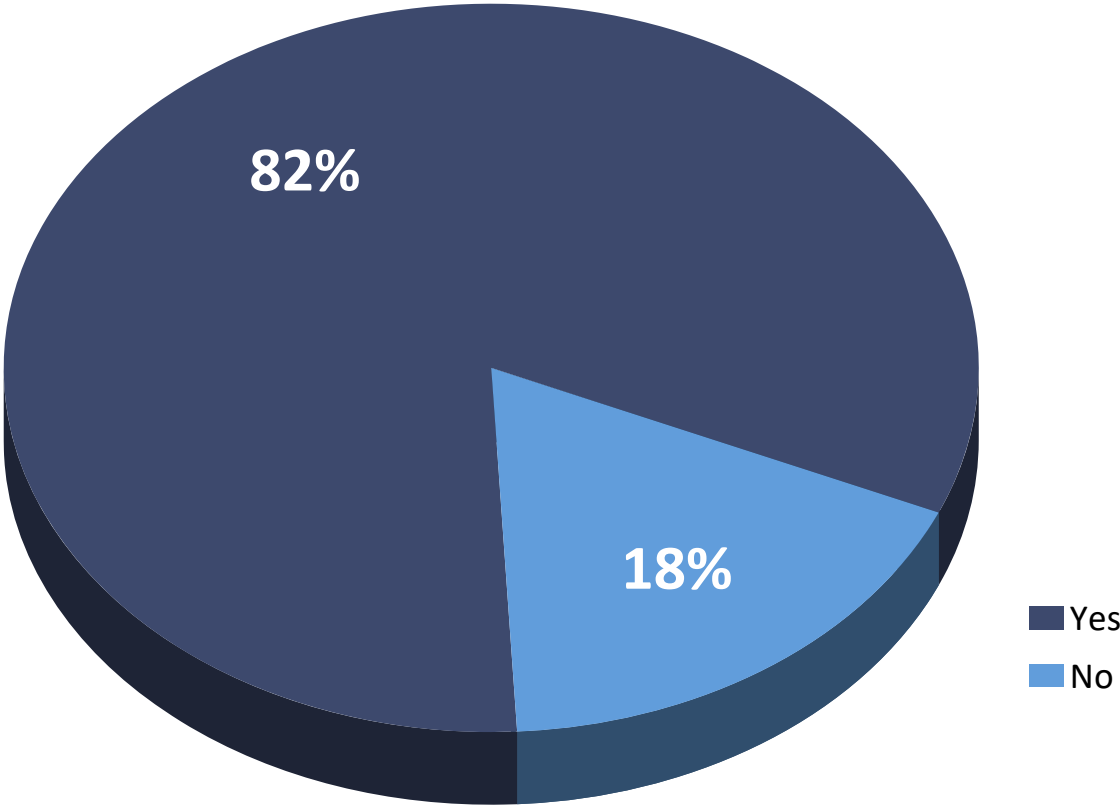
Q12. Which TWO sources of information listed in Question 11 would you prefer to get information

by percentage of respondents who selected the item as one of their top two choices



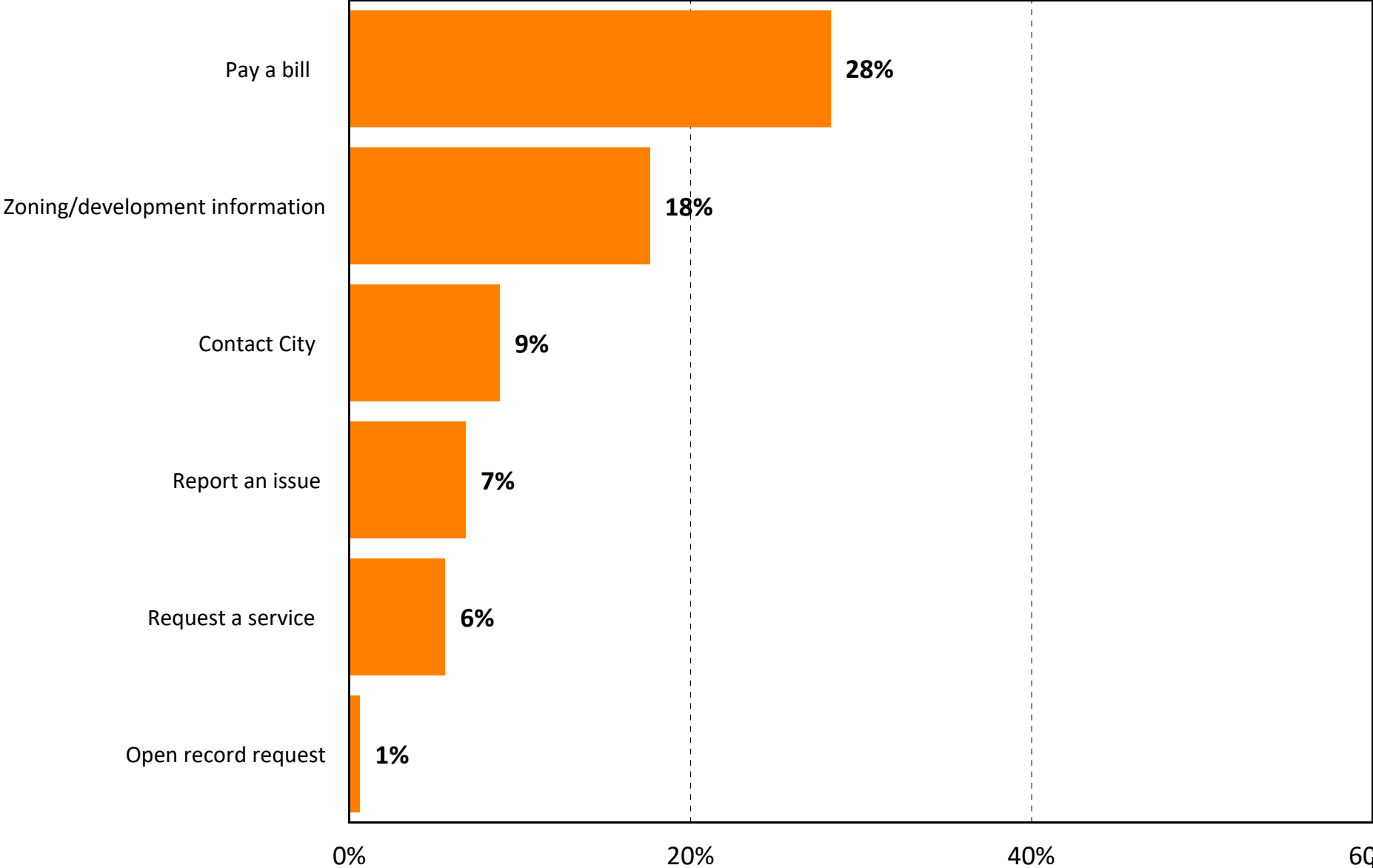
Q13. Have you visited the city's website during the past 6 months

by percentage of respondents



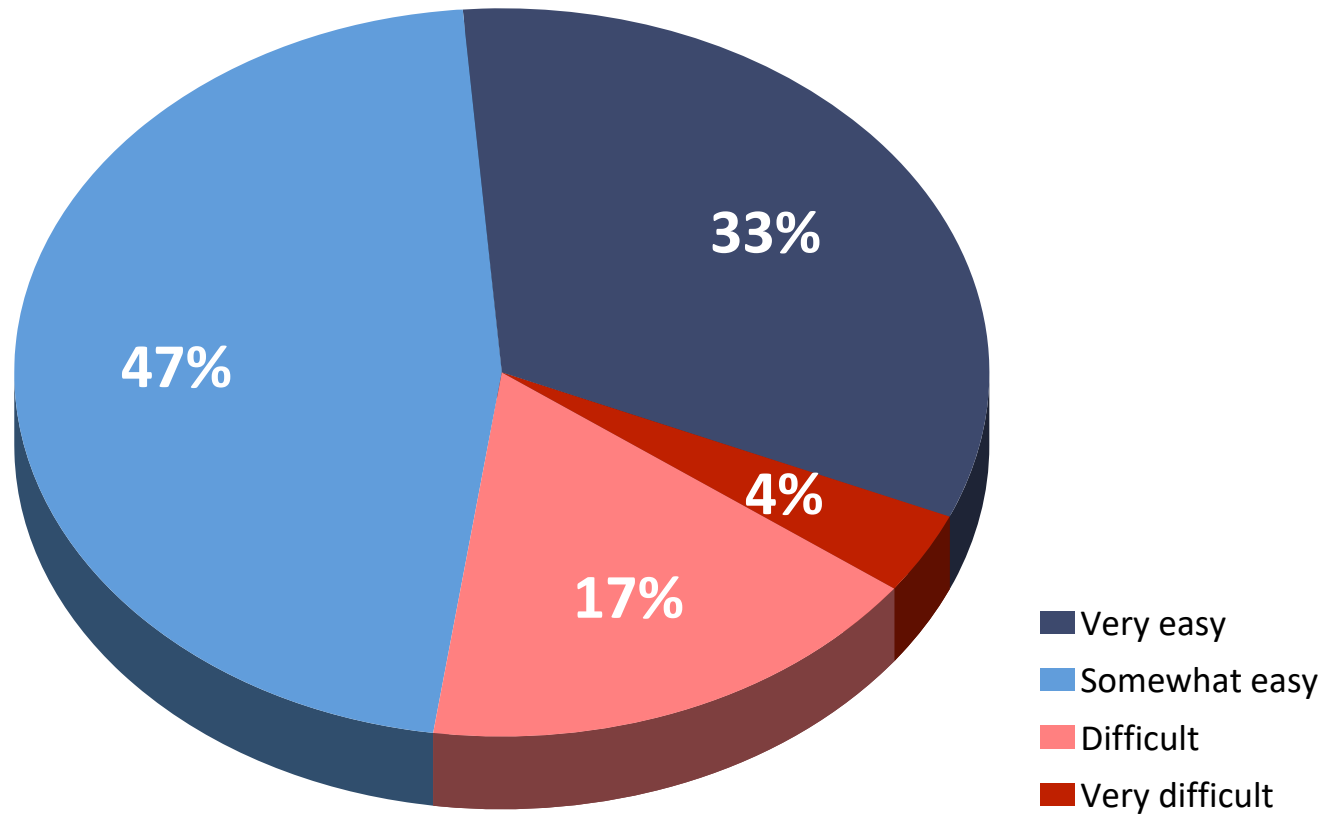
Q13a. What was the reason for your most recent visit to the city's website

by percentage of respondents who selected the item as one of their top two choices



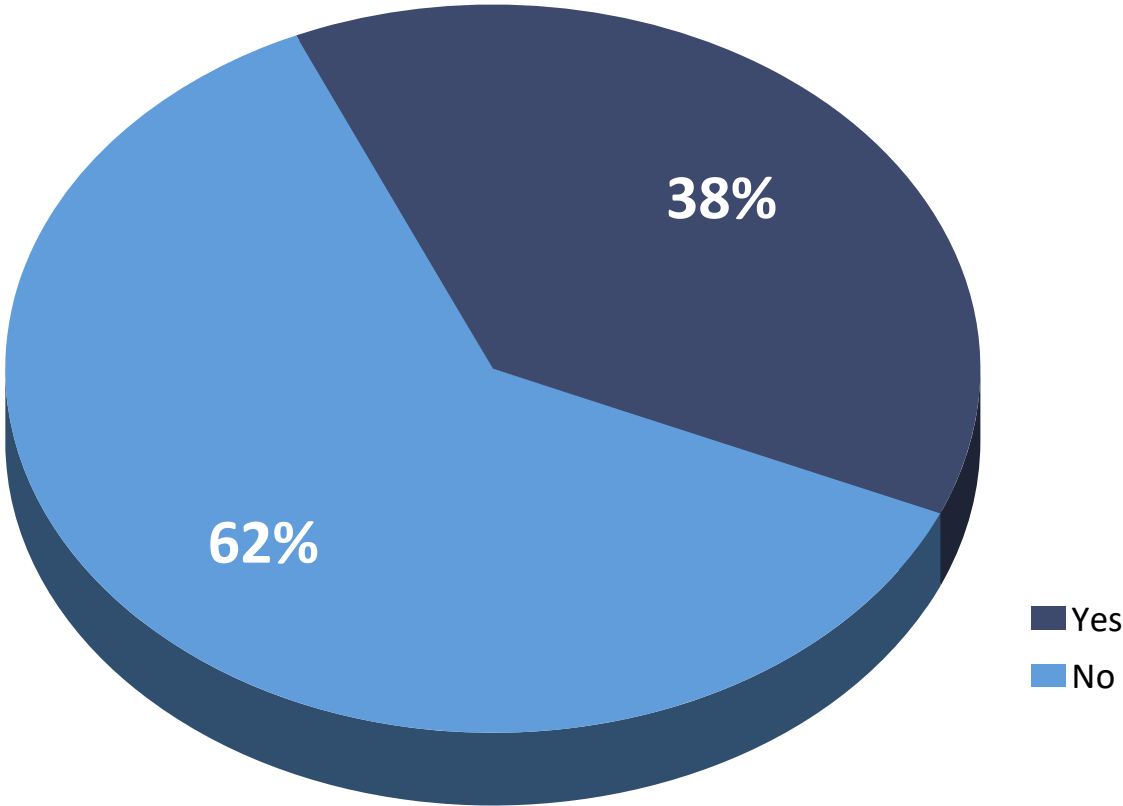
Q13b. How easy was it to find the information you need on the city's website

by percentage of respondents



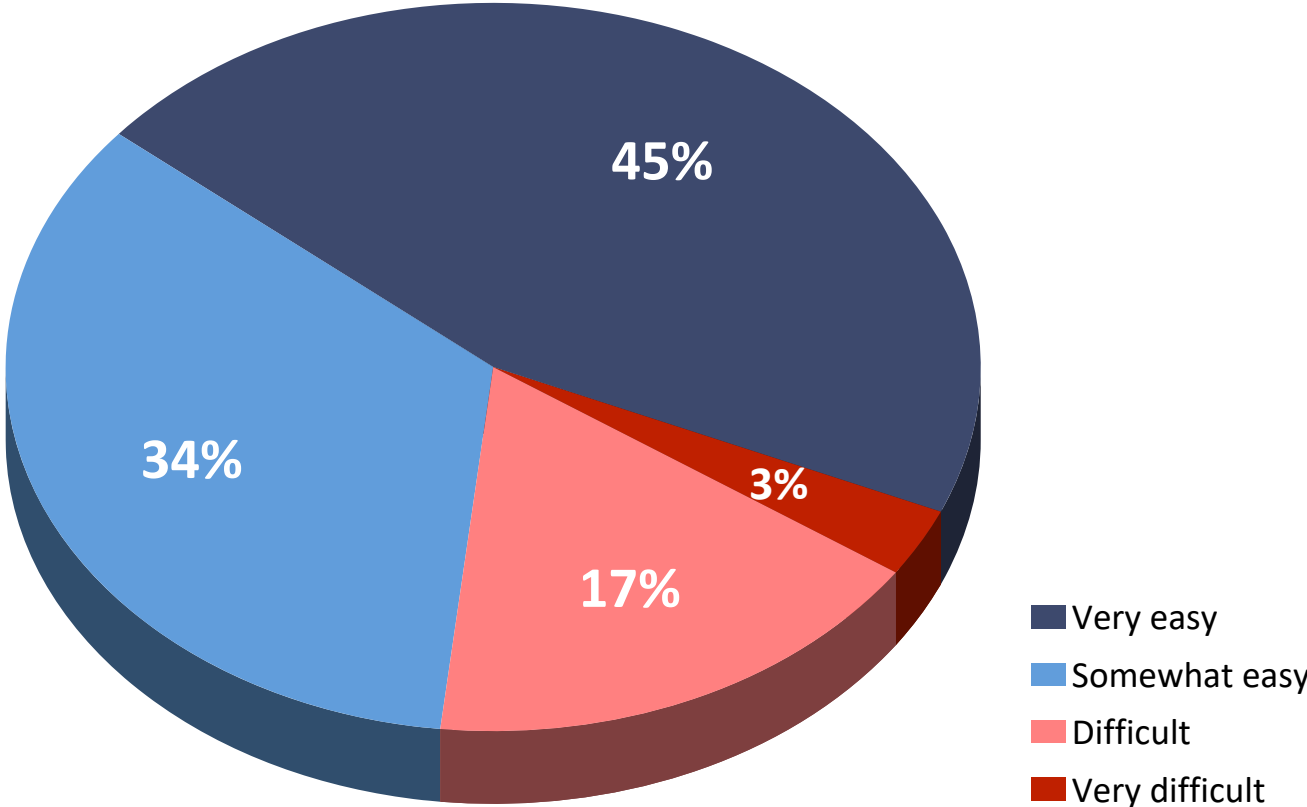
Q14. Have you contacted the City of Burleson with a question, problem complaint, or to request a service during the past year

by percentage of respondents who visited the city's website in the past 6 months (excluding "not provided")



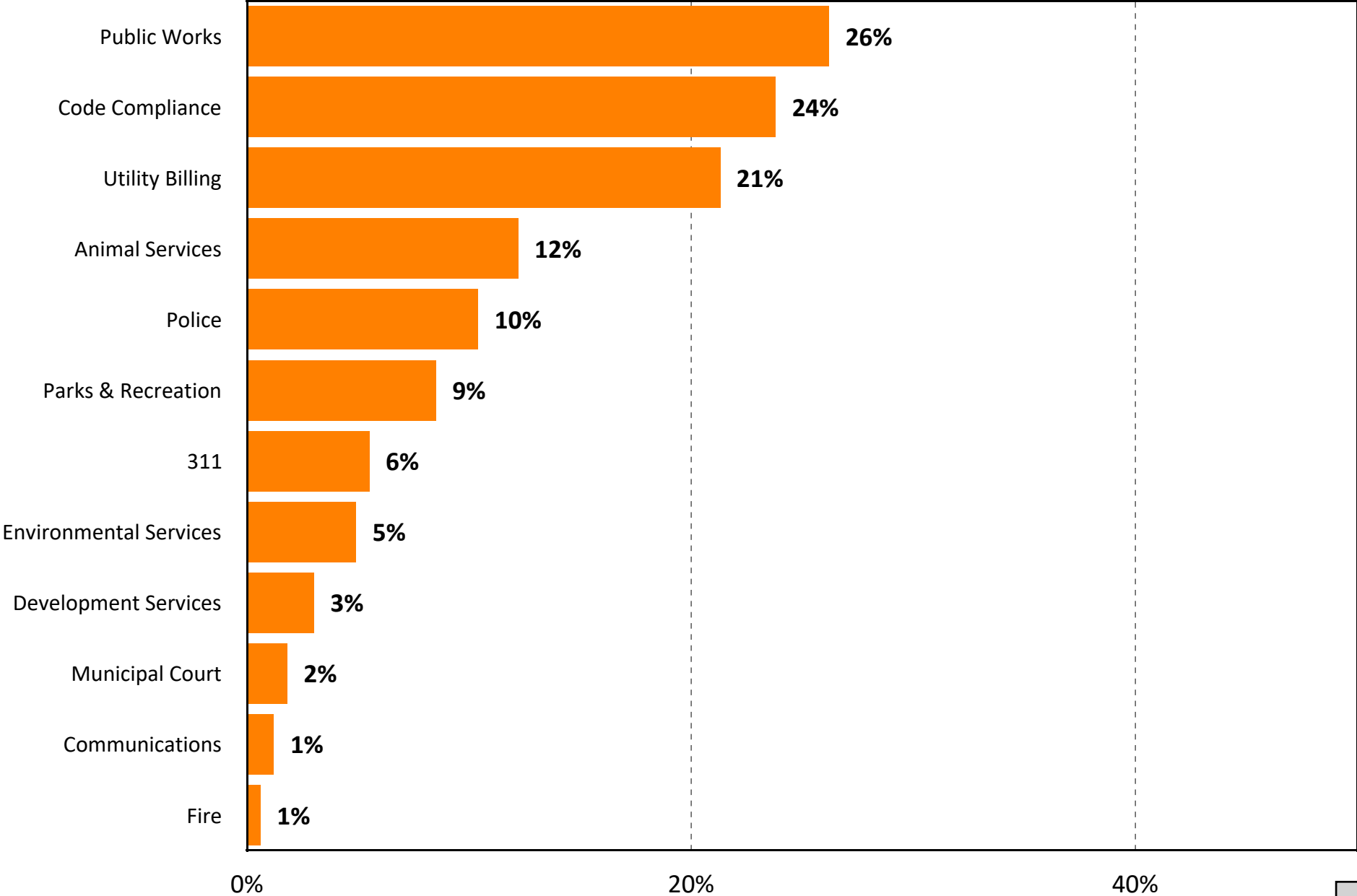
Q14a. How easy was it to contact the person you needed to reach?

by percentage of respondents



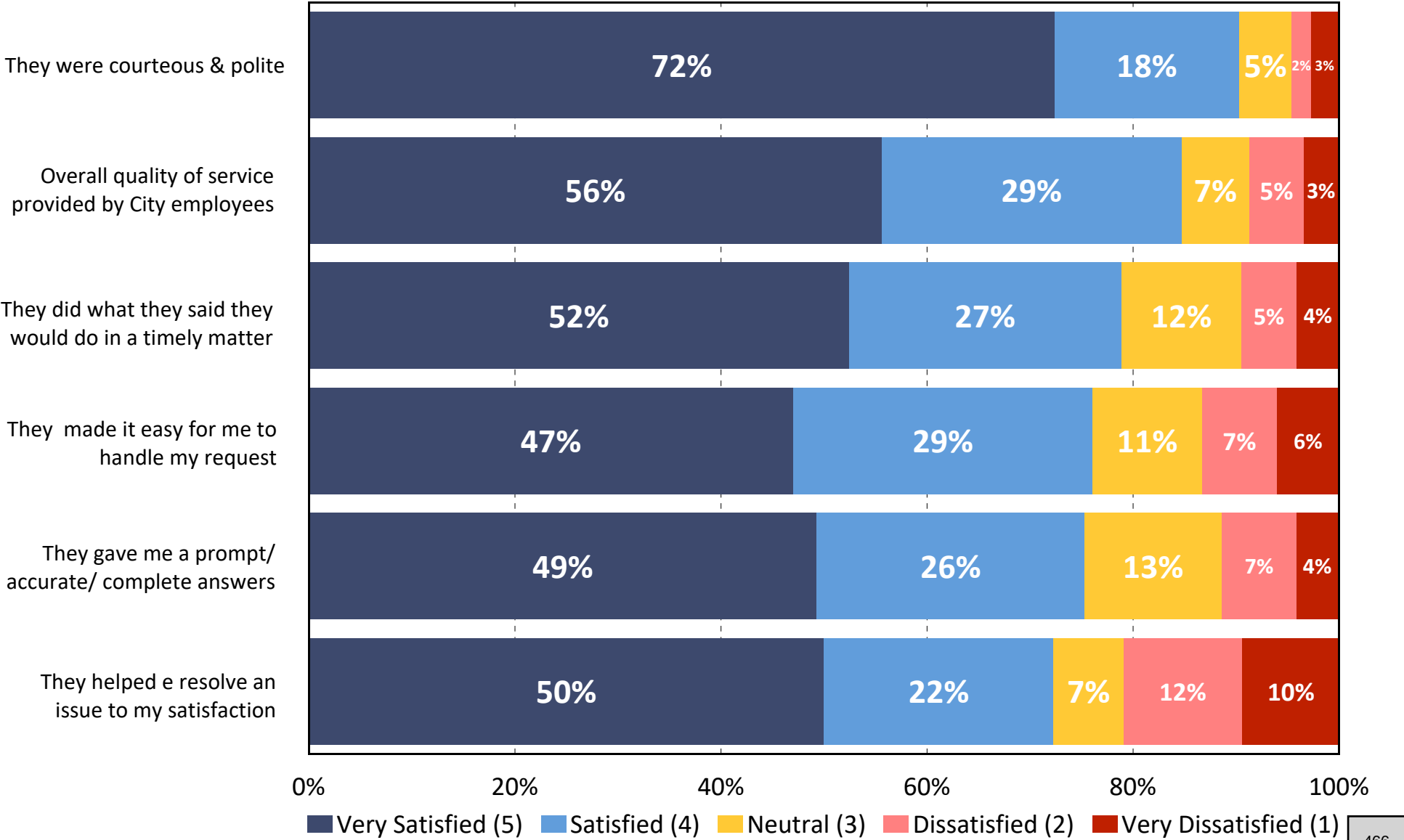
Q14b. What department did you contact?

by percentage of respondents who contacted the City of Burleson during the past year (excluding "not provided")



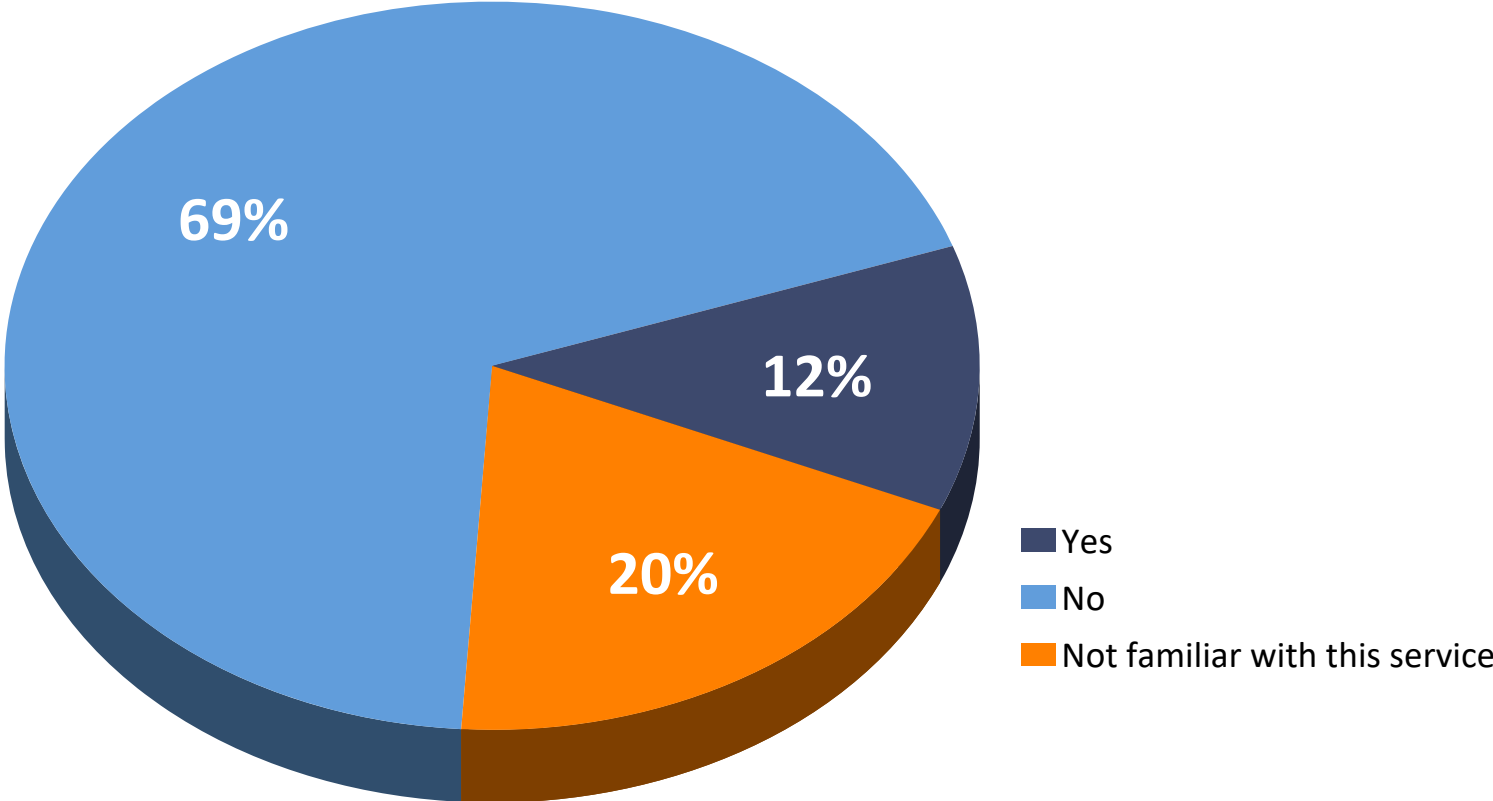
Q14c. Rate the frequency that the employees you contacted displayed the following:

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



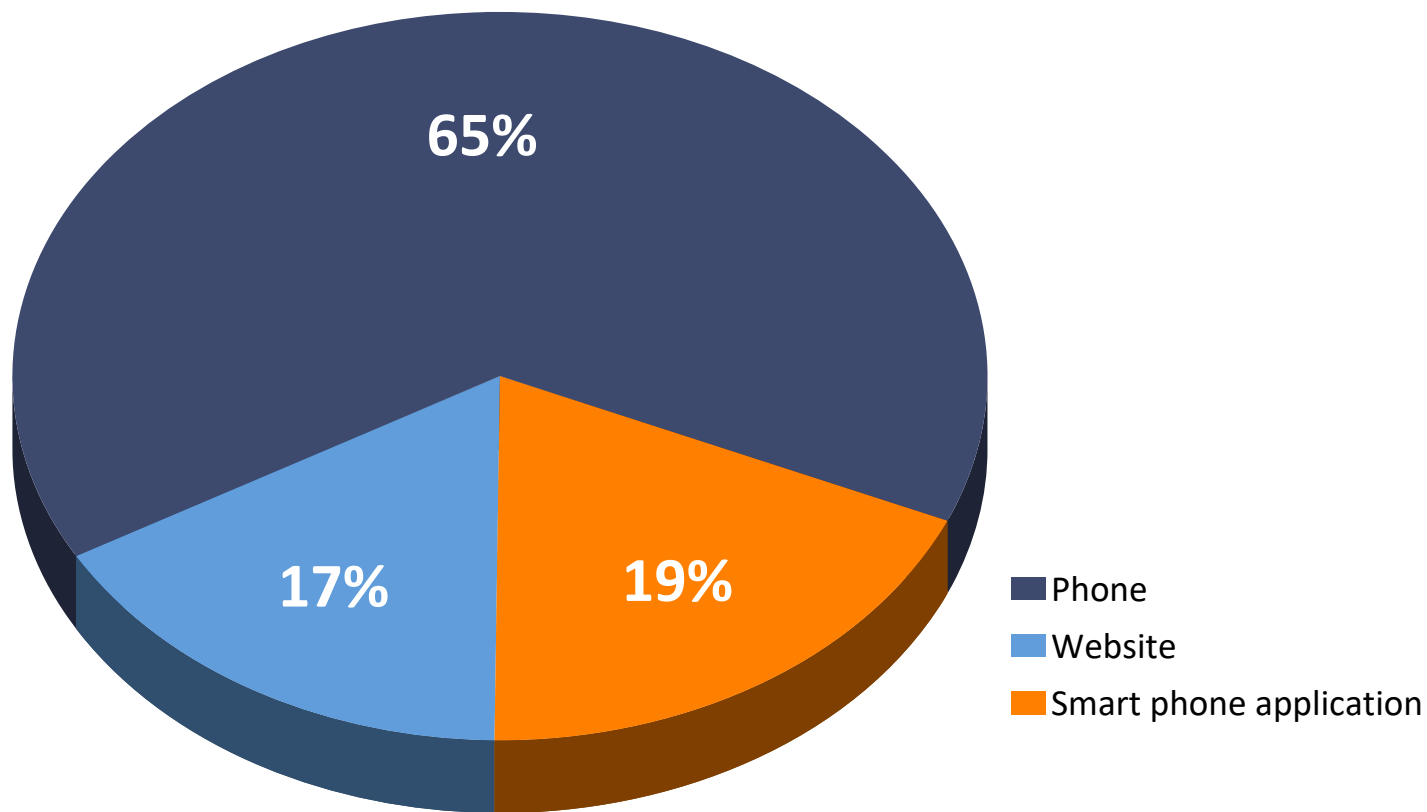
Q15 Have you contacted the City of Burleson 311 with a question, problem complaint, or to request a service during the past year

by percentage of respondents who contacted the City of Burleson during the past year (excluding “don't know”)



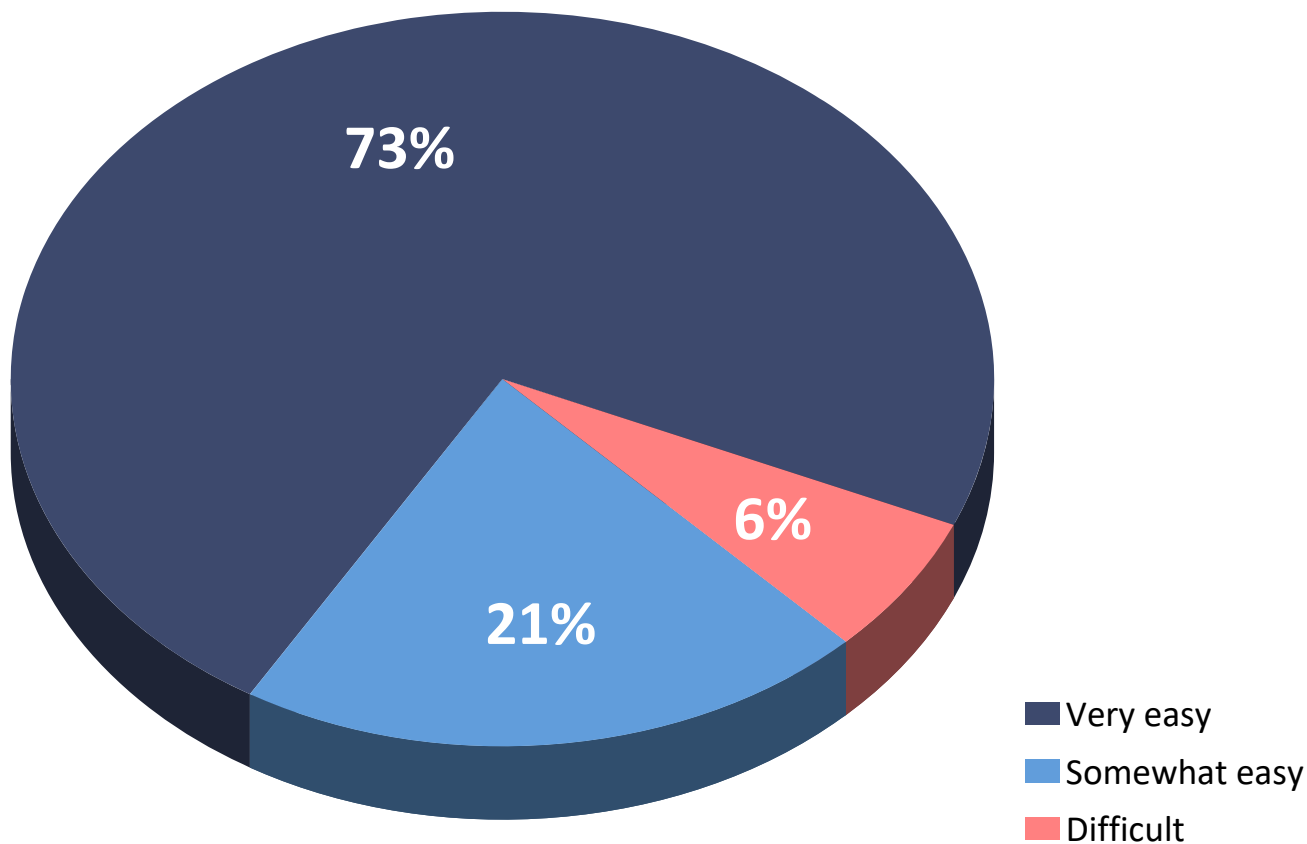
Q15a. How did you contact 311?

by percentage of respondents



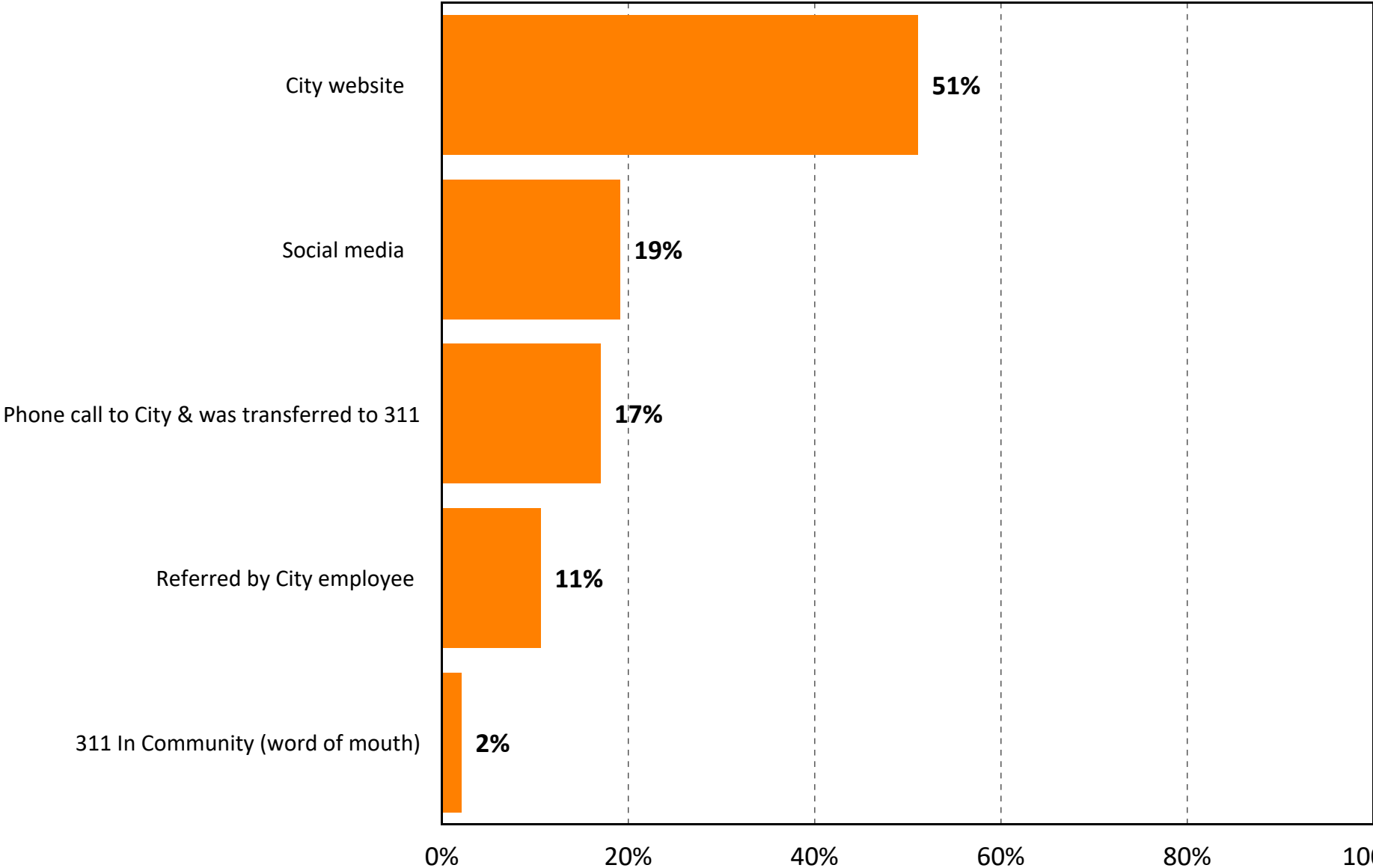
Q15b. How easy was it to contact 311?

by percentage of respondents (excluding "don't know")



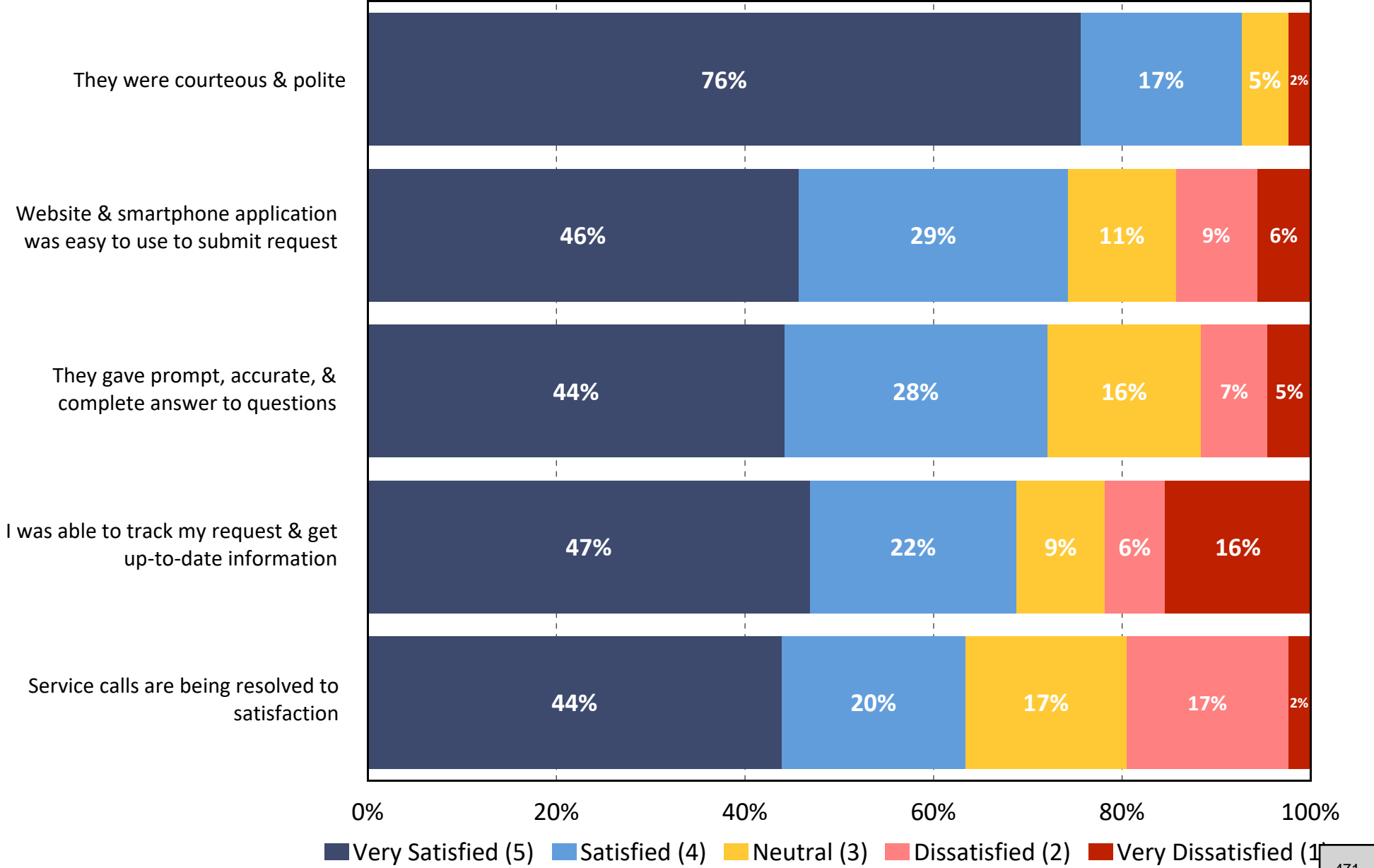
Q15c. How did you hear about the City of Burleson 311

by percentage of respondents who selected the item as one of their top three choices



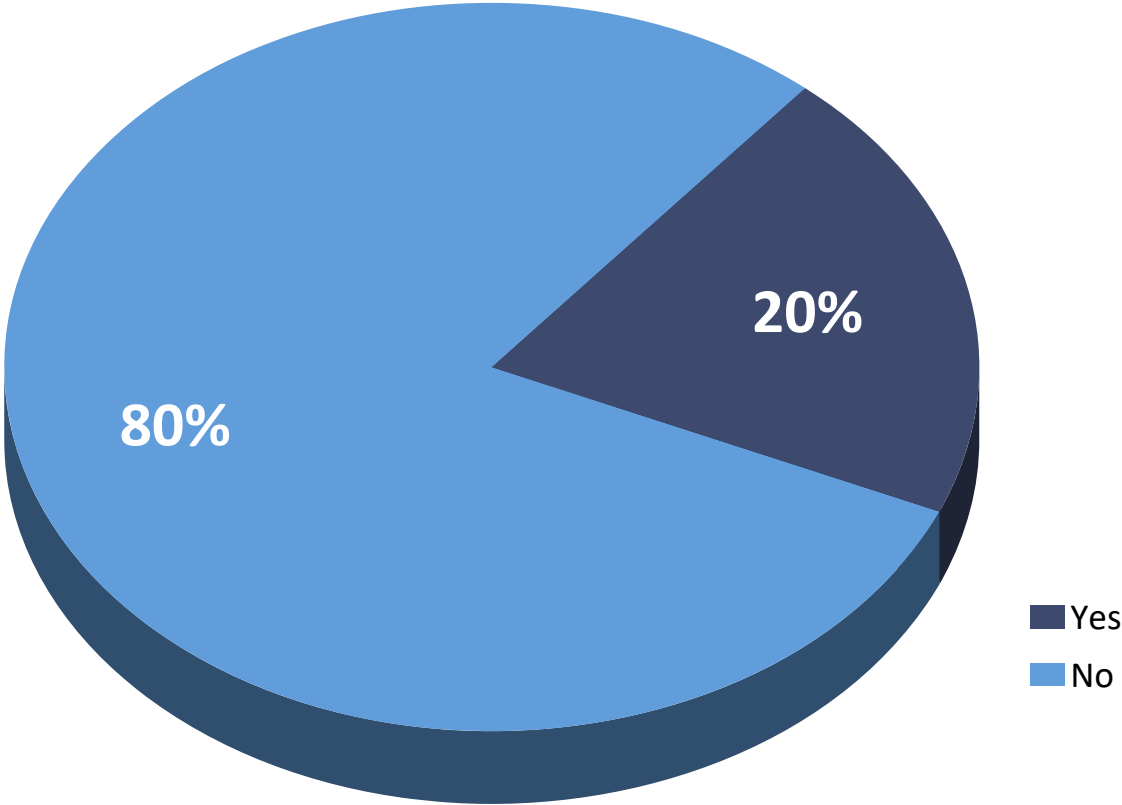
Q15d. Rate you experience with the 311 in the past year:

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



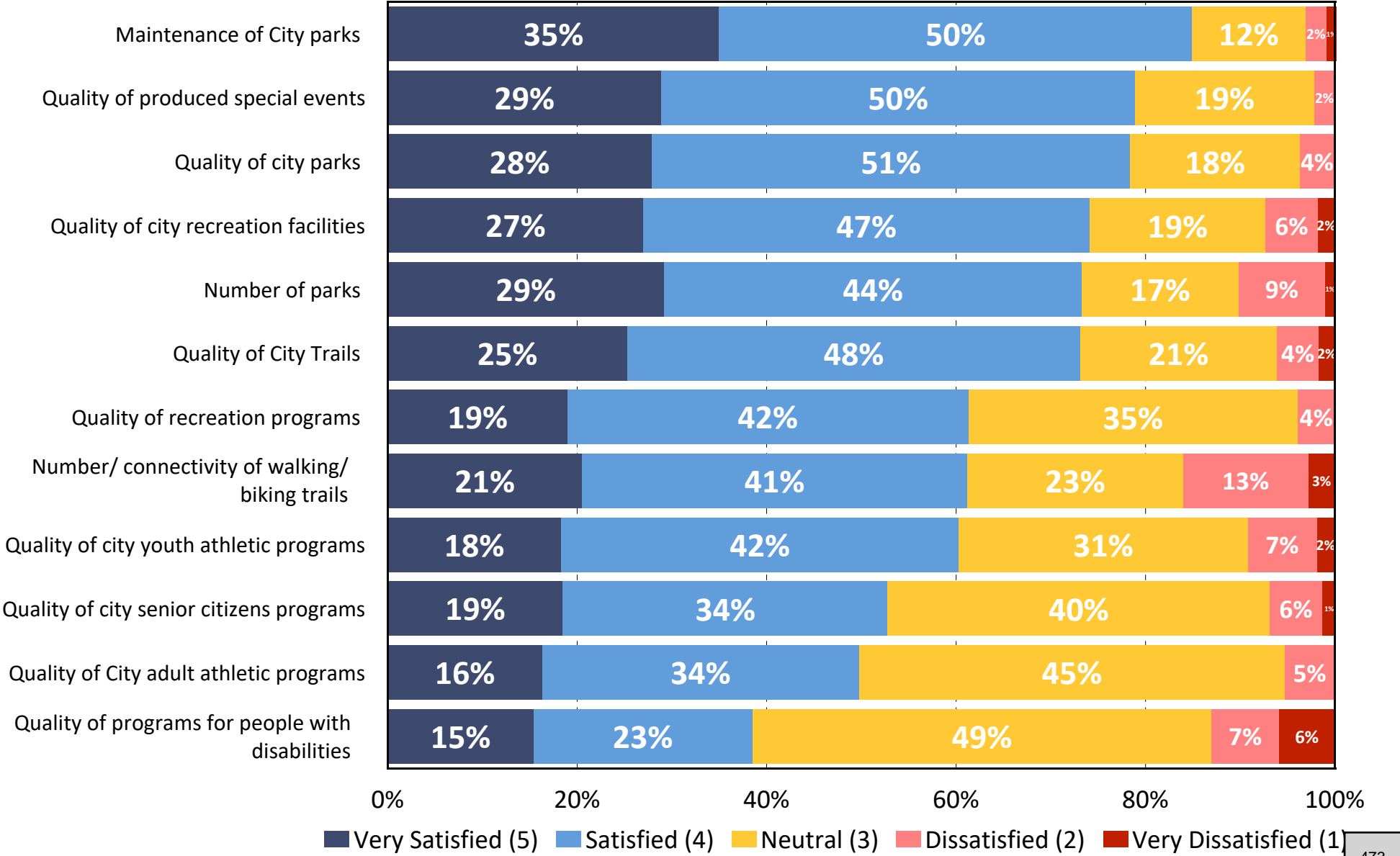
Q16. Do you ever watch the city's online broadcast of City Council or planning & zoning commission meetings?

by percentage of respondents who selected the item as one of their top two choices



Q17. Overall satisfaction with the City's Parks and Recreation.

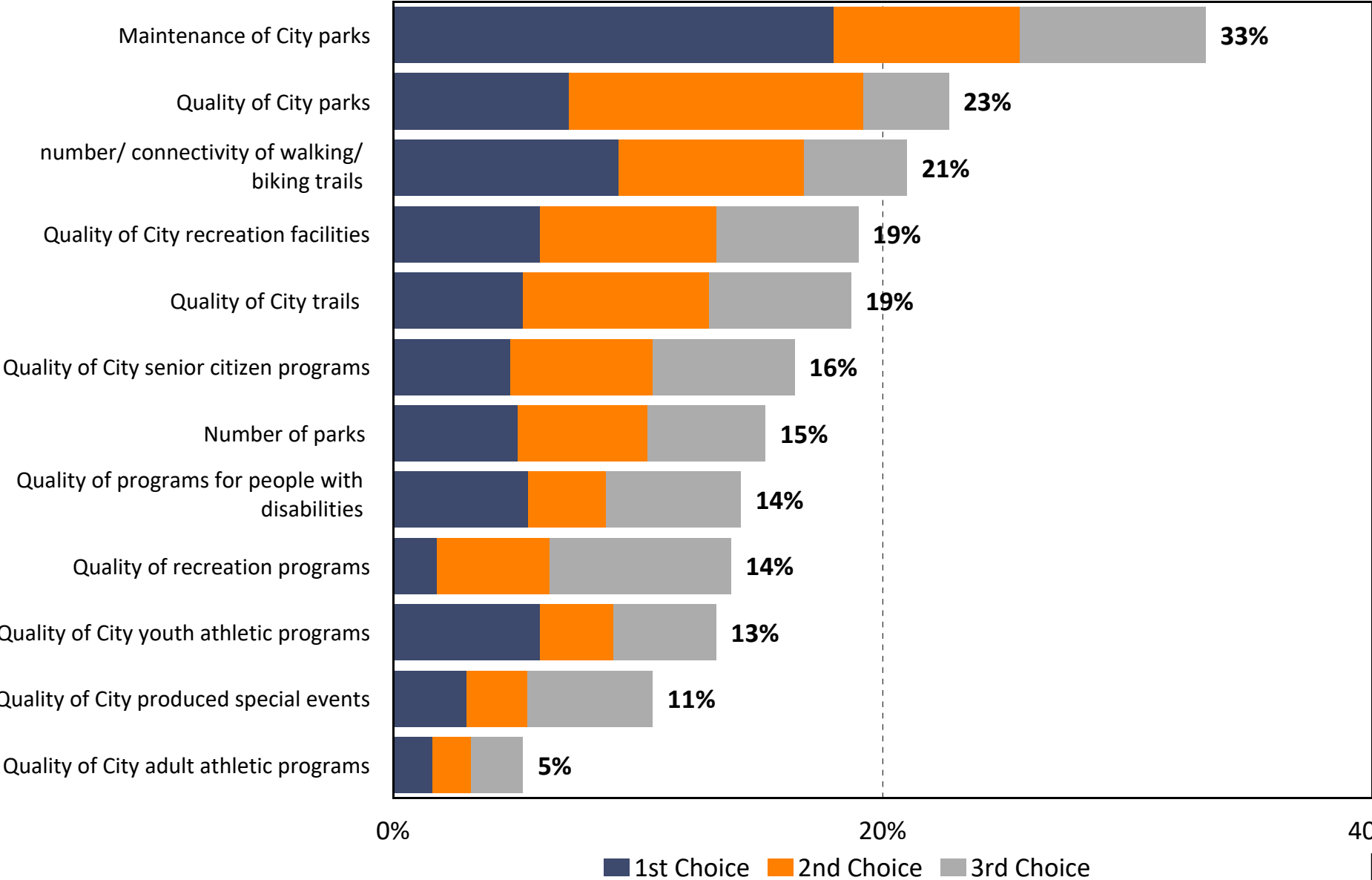
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



473

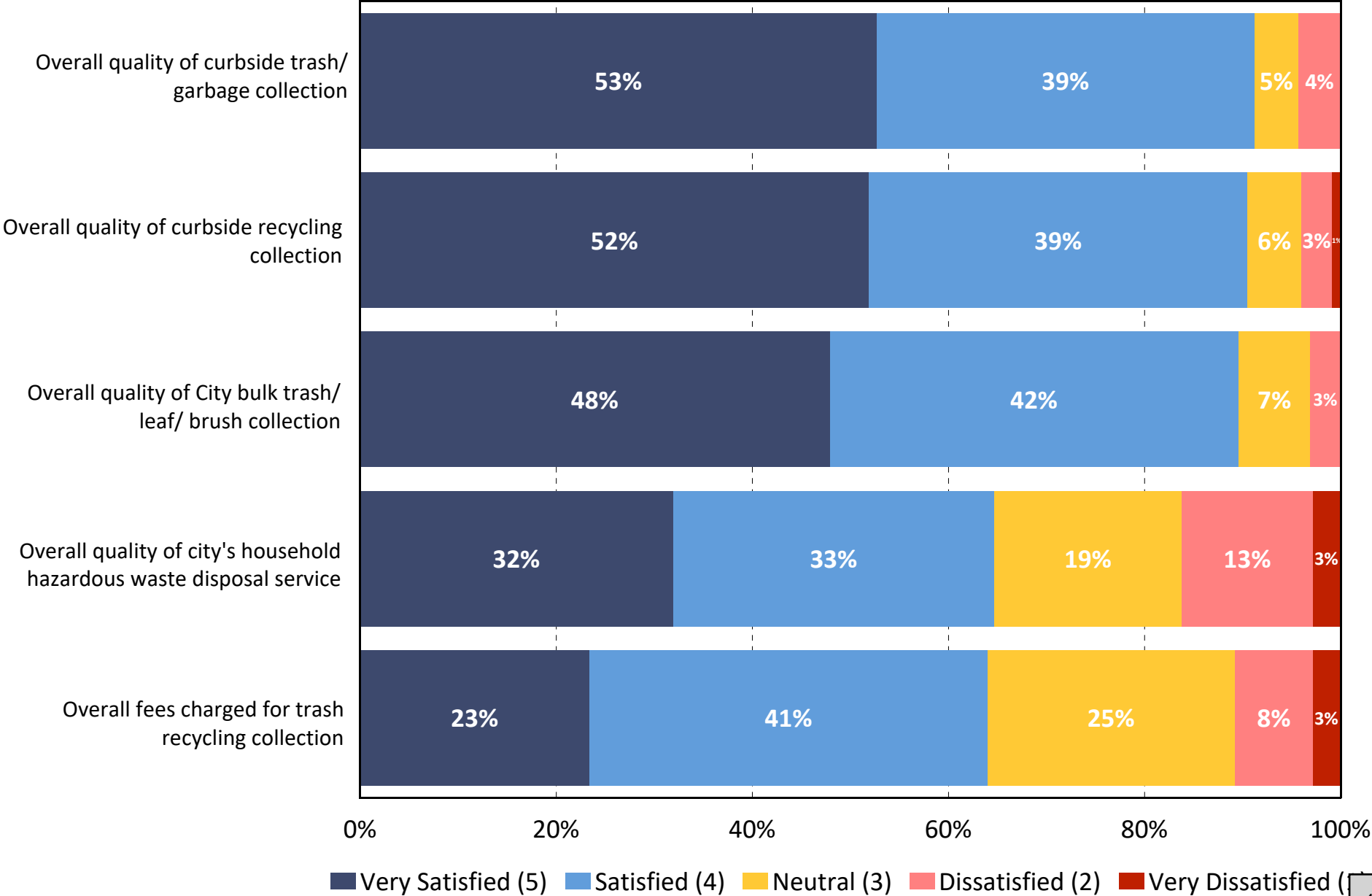
Q18. Which three of the services do you think are MOST IMPORTANT for the city to focus on over the next year

by percentage of respondents who selected the item as one of their top three choices



Q19. Overall satisfaction with the City's refuse collection.

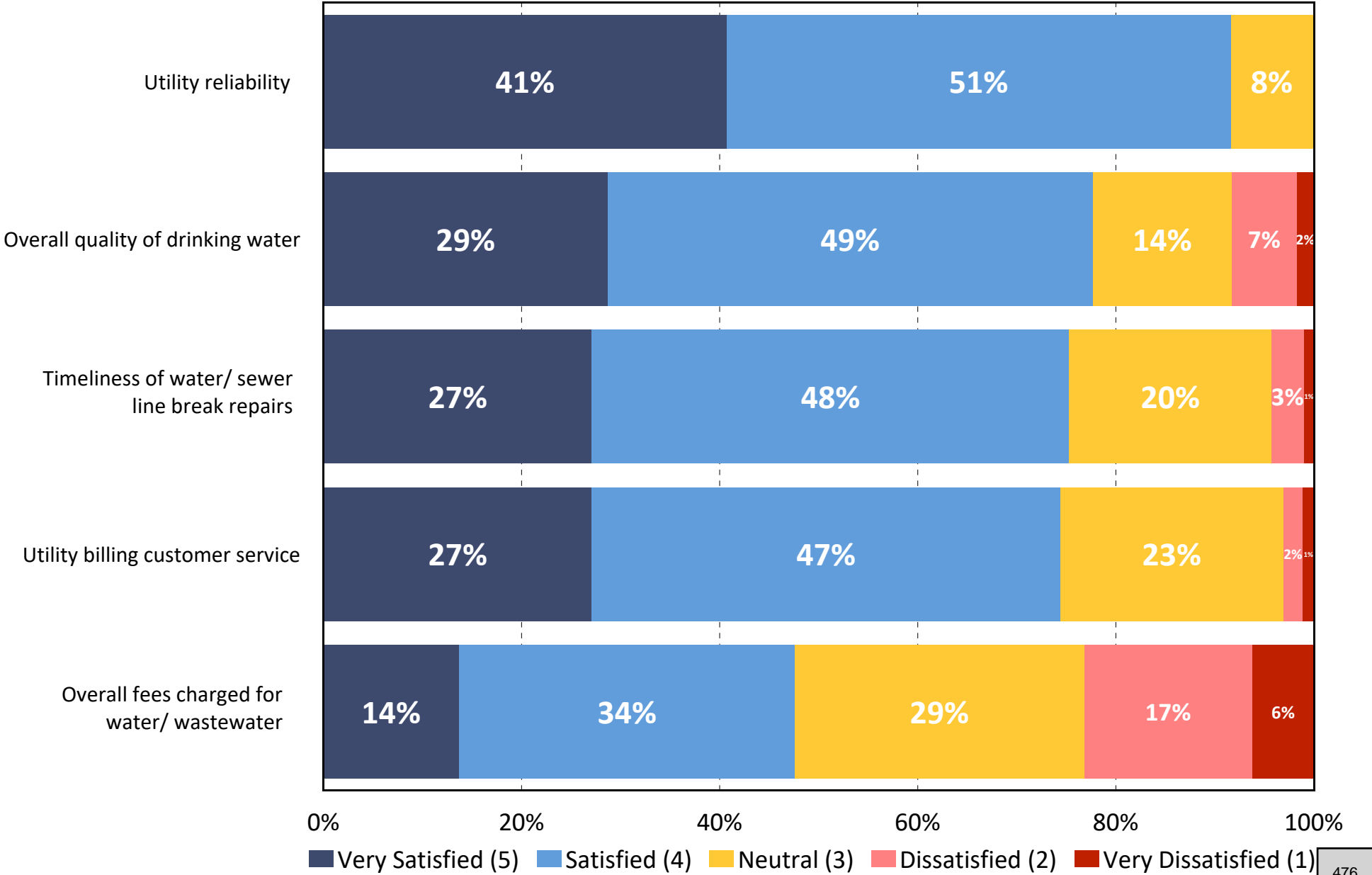
by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



475

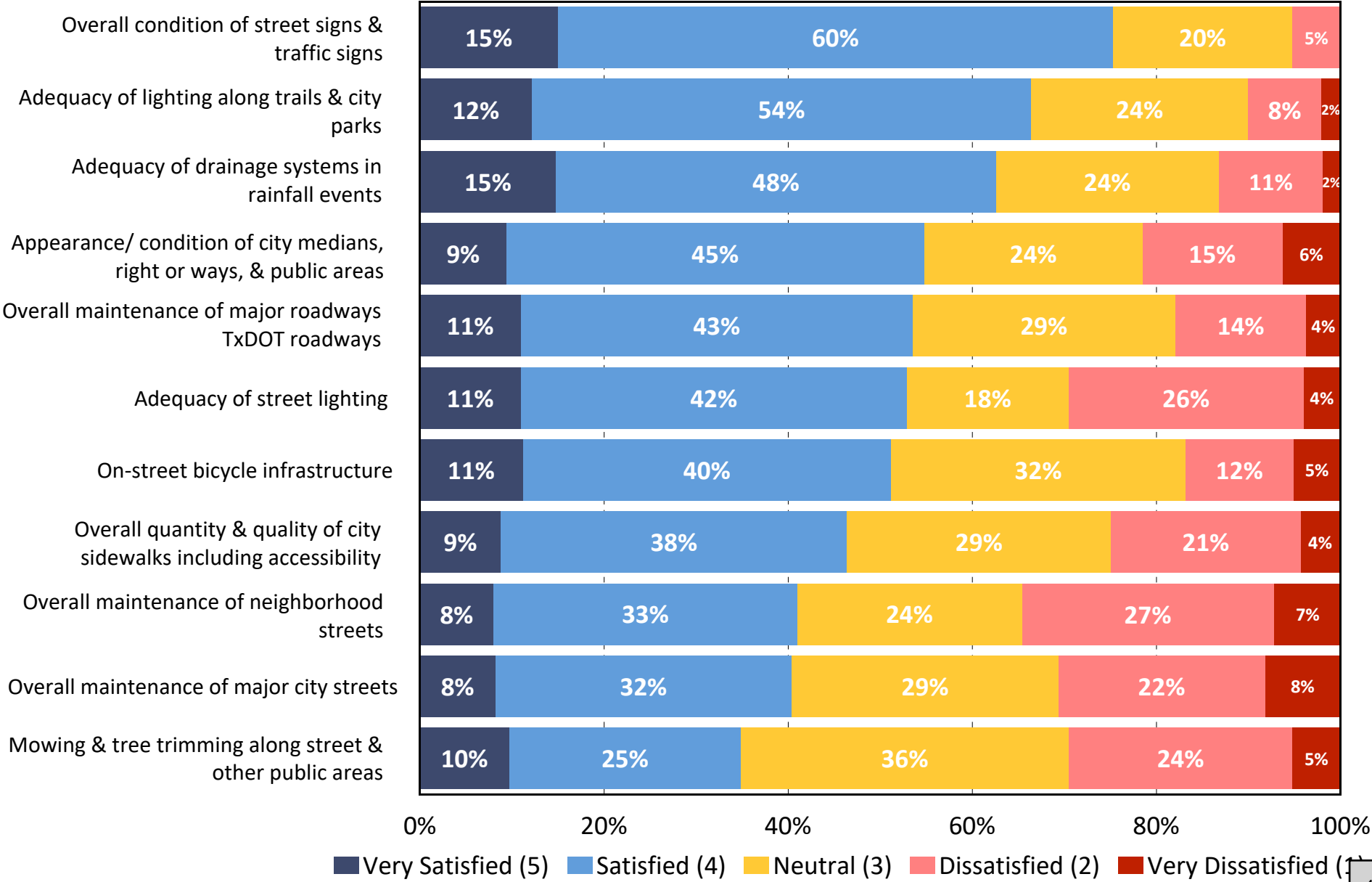
Q20. Overall satisfaction with the Cities Utilities services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



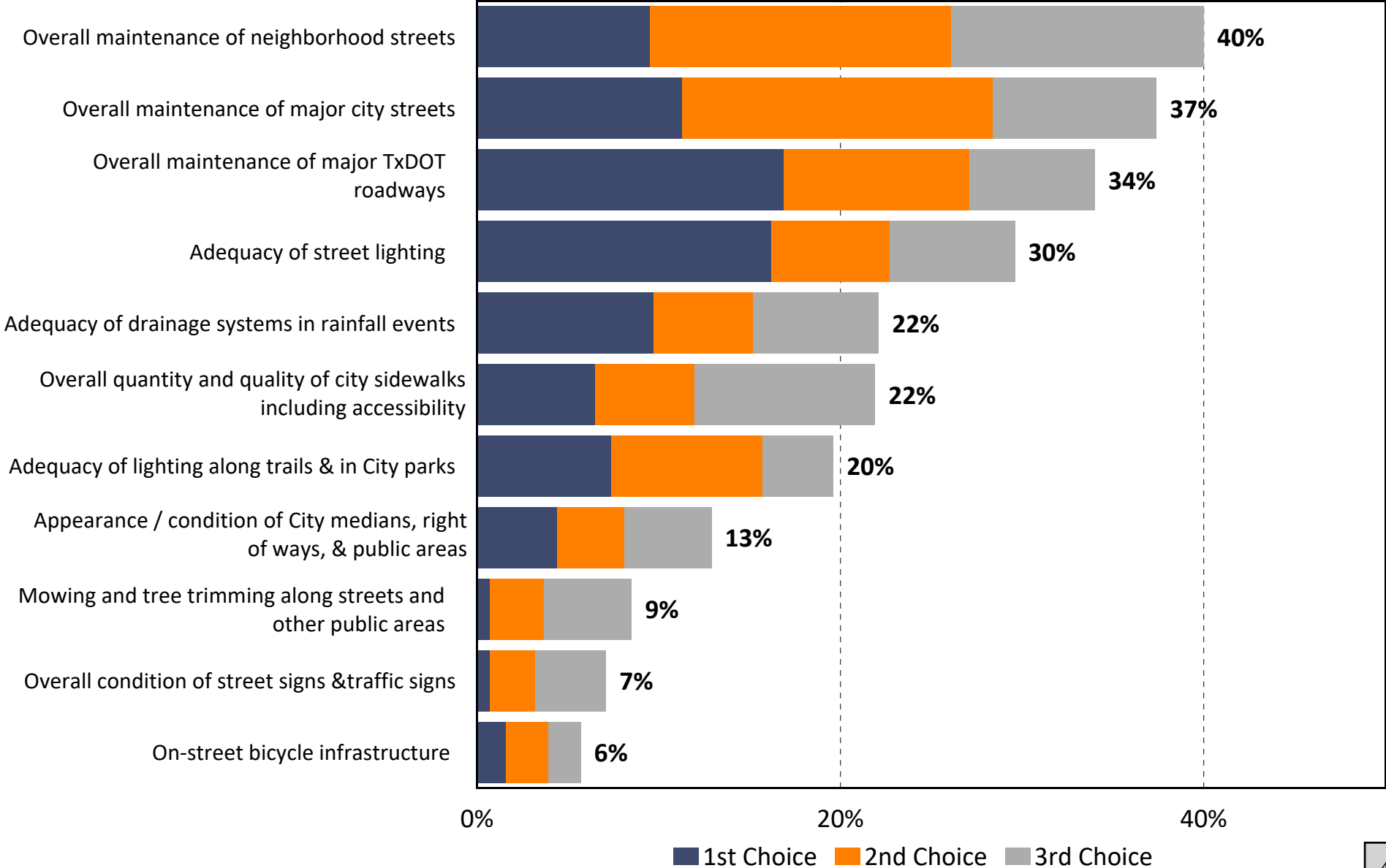
Q21. Overall satisfaction with the City's infrastructure

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



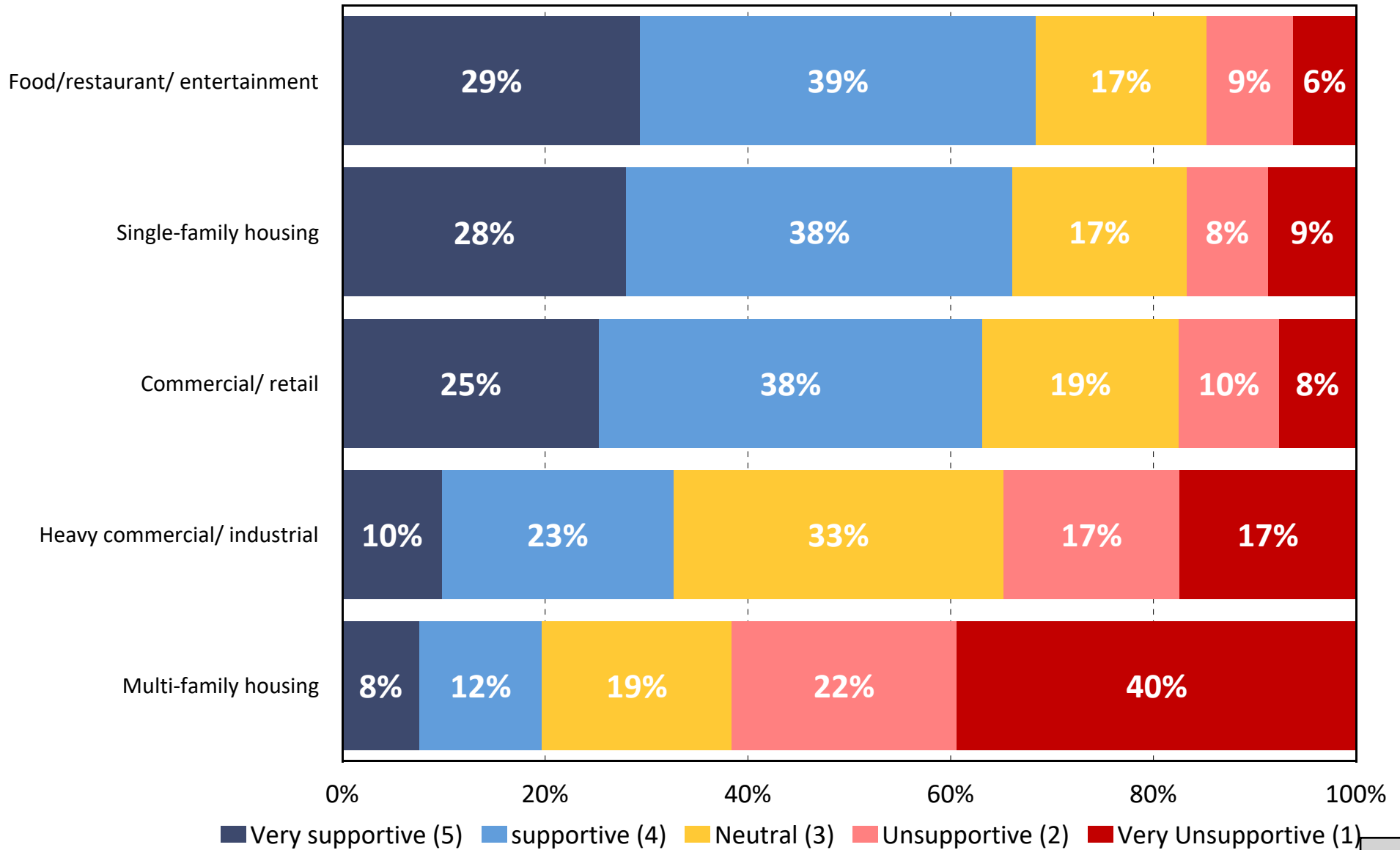
Q22. Which three of the services do you think are MOST IMPORTANT for the city to focus on over the next year?

by percentage of respondents who selected the item as one of their top three choices



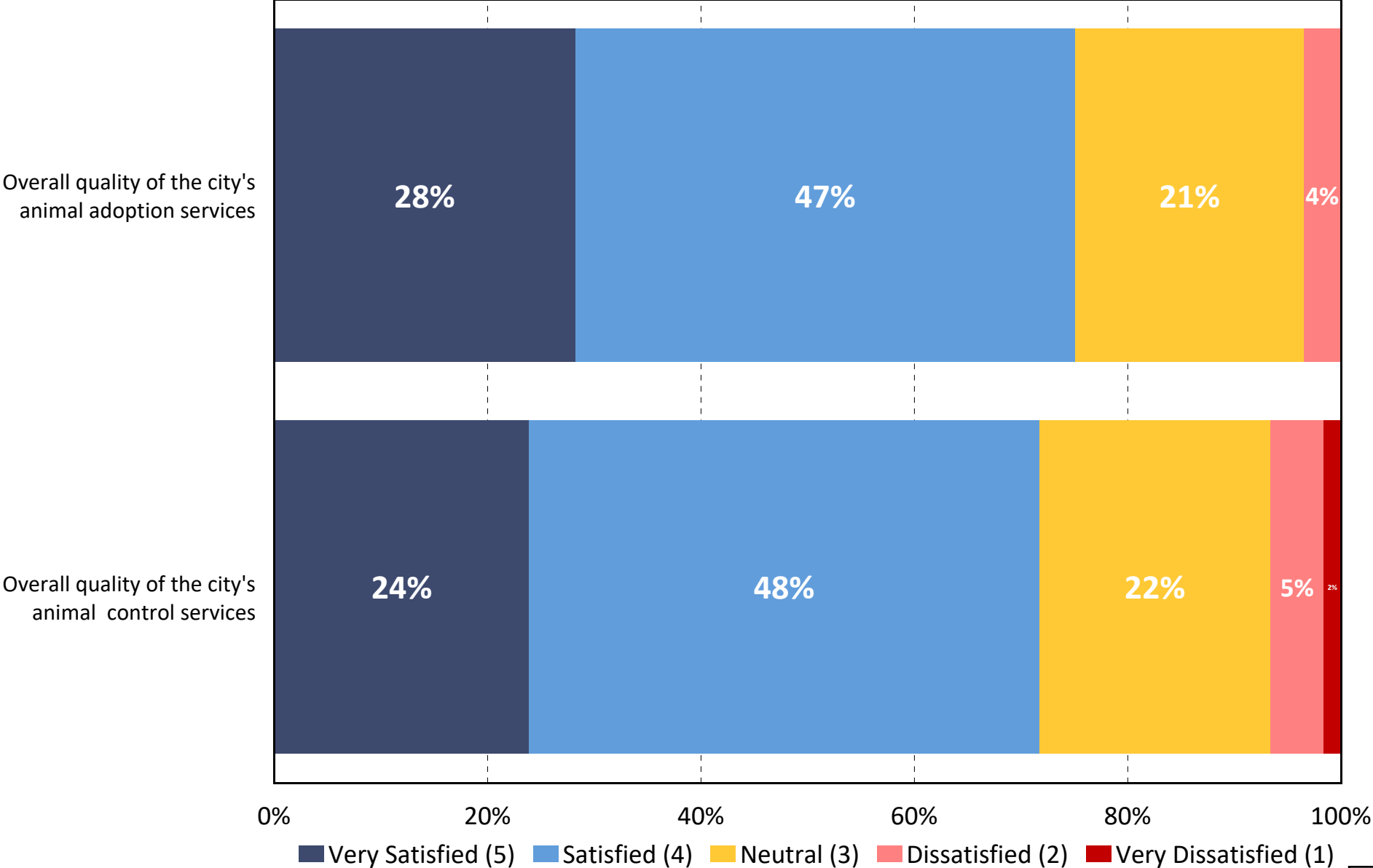
Q23. Overall level of support new developments and Services in the City

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



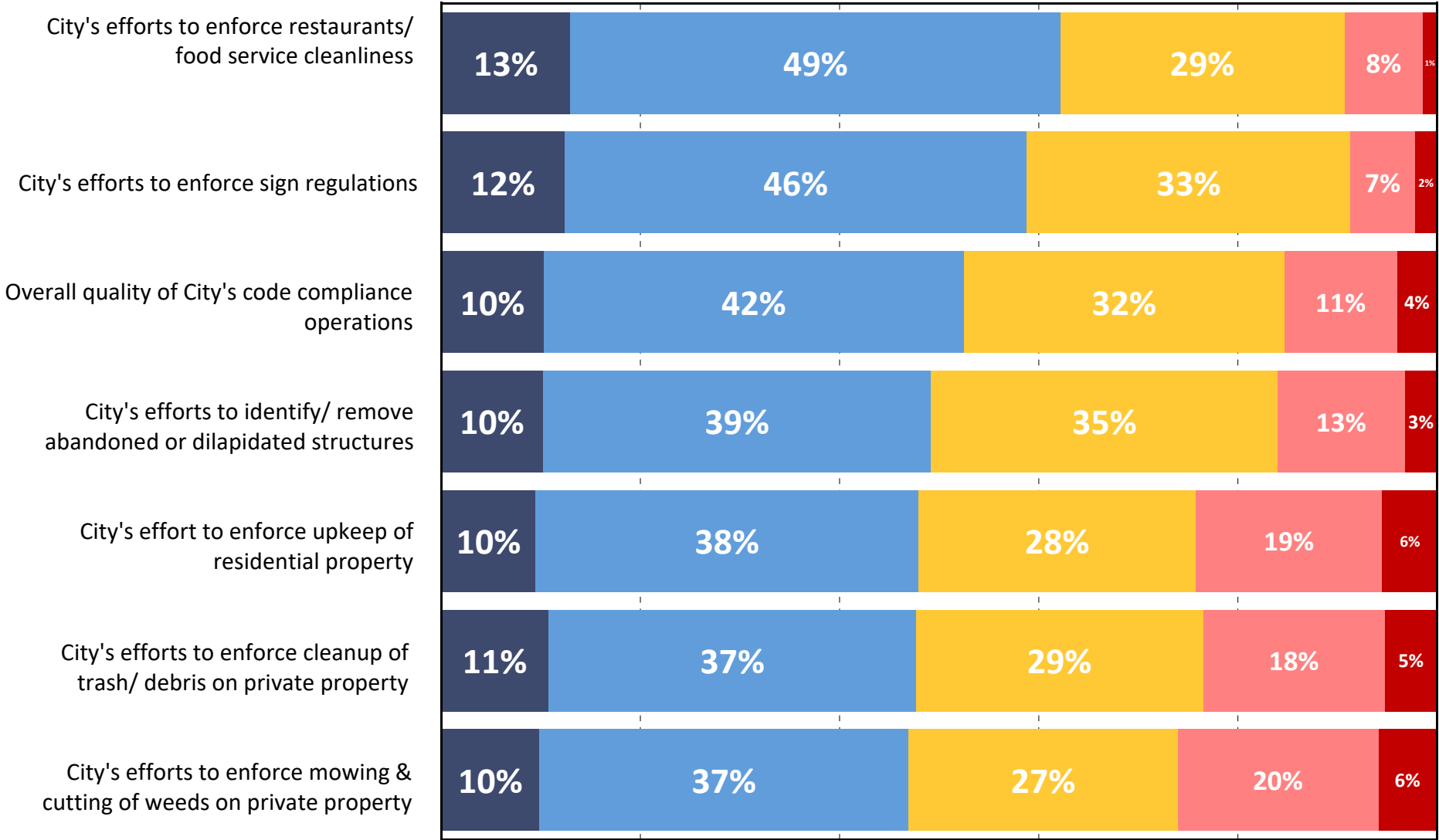
Q24. Overall Satisfaction with the City's Animal services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Q25. Overall satisfaction with the Burleson City Codes

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")

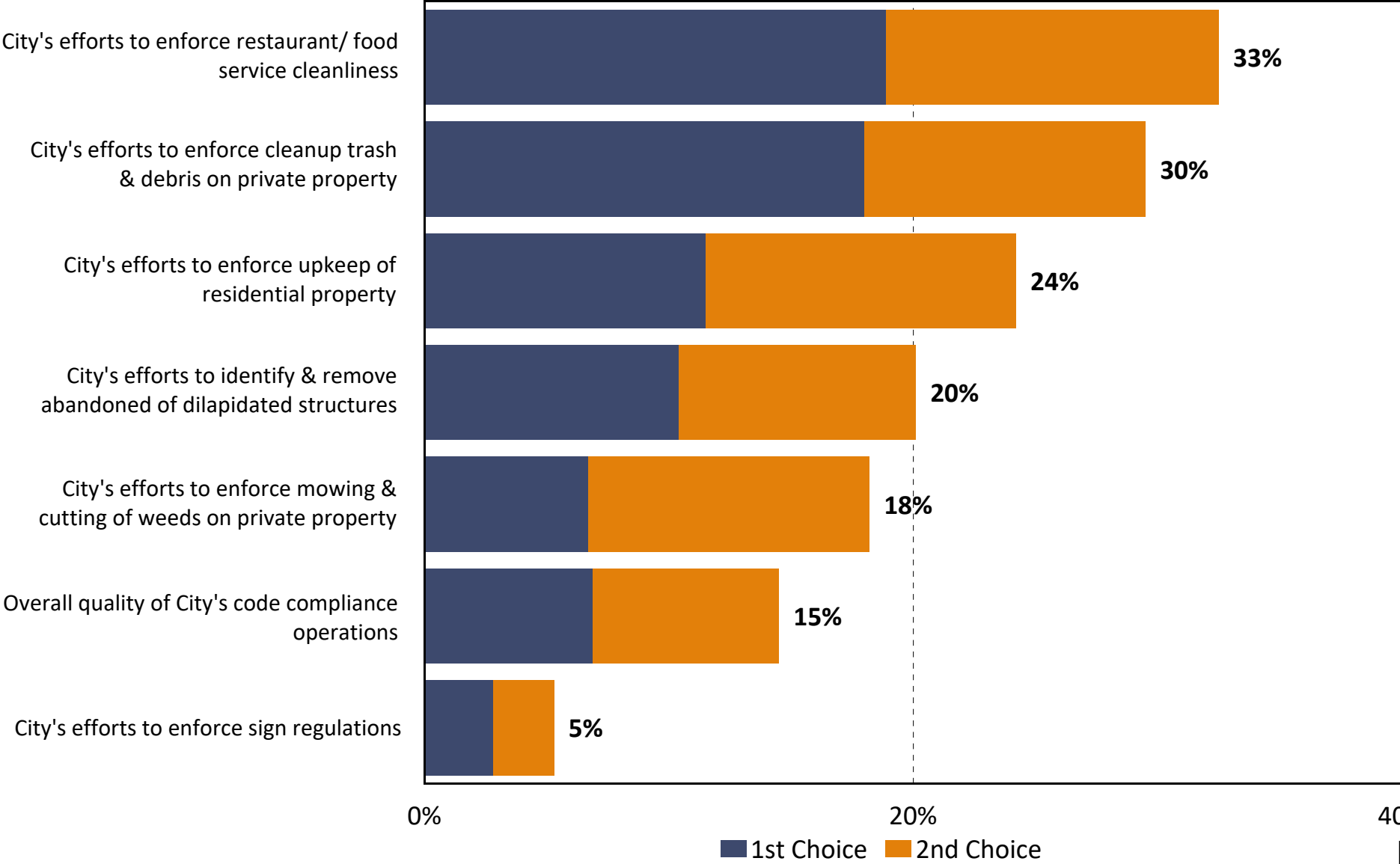


0% 20% 40% 60% 80% 100%

Very Satisfied (5) Satisfied (4) Neutral (3) Dissatisfied (2) Very Dissatisfied (1)

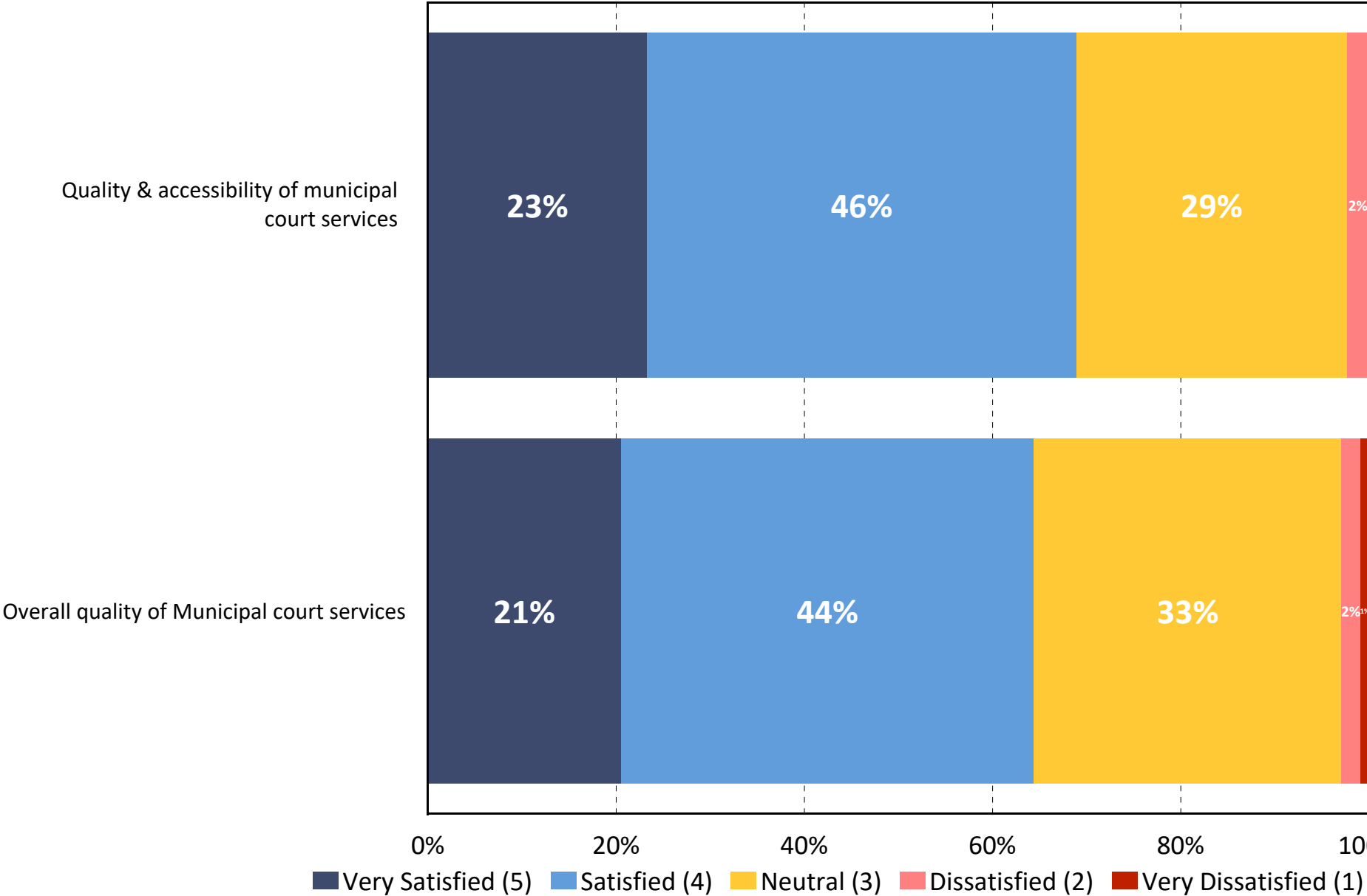
Q26. Which TWO of the services do you think are MOST IMPORTANT for the city to focus on over the next year?

by percentage of respondents who selected the item as one of their top two choices



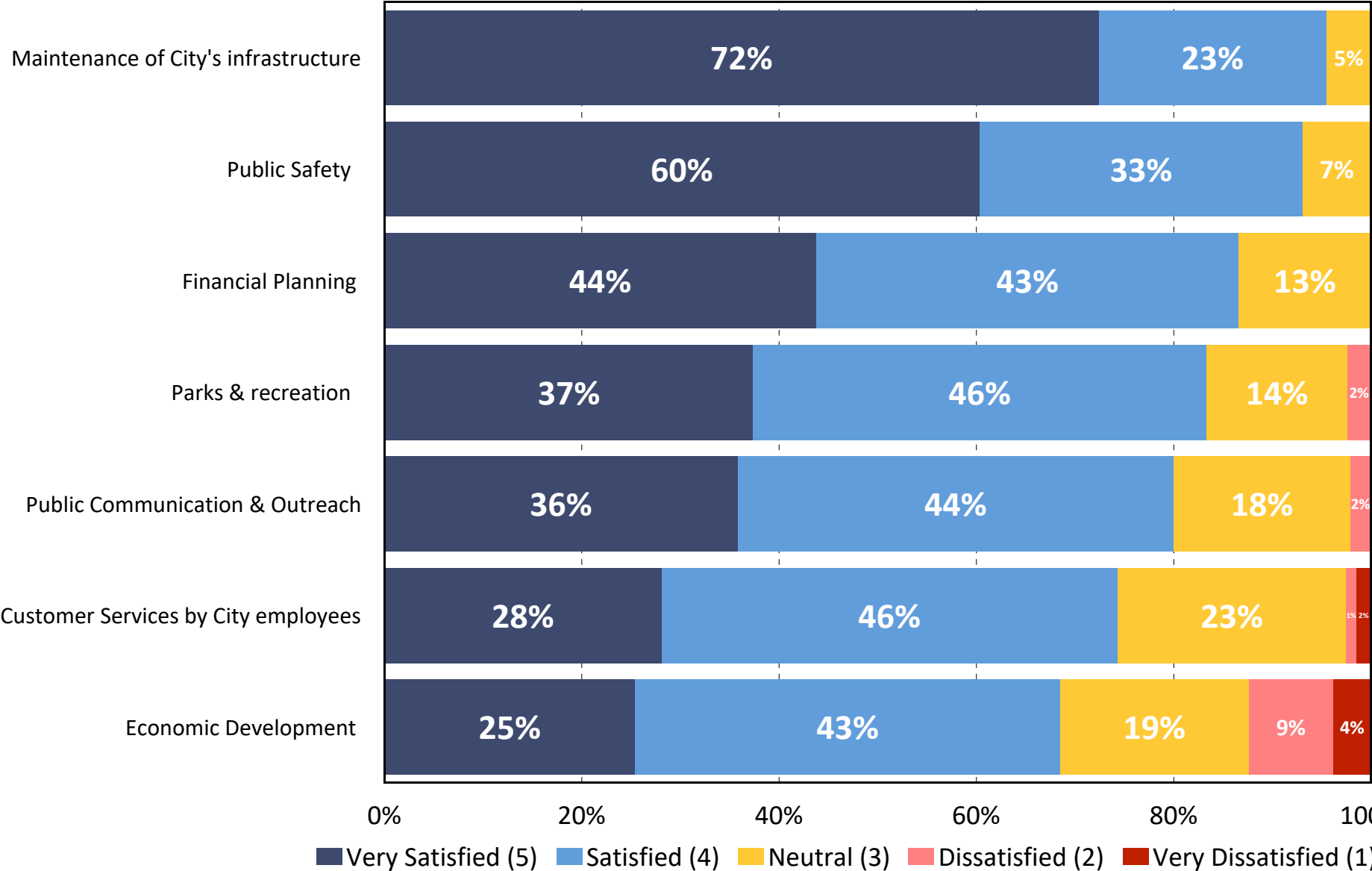
Q27. Overall satisfaction with the City's court services

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



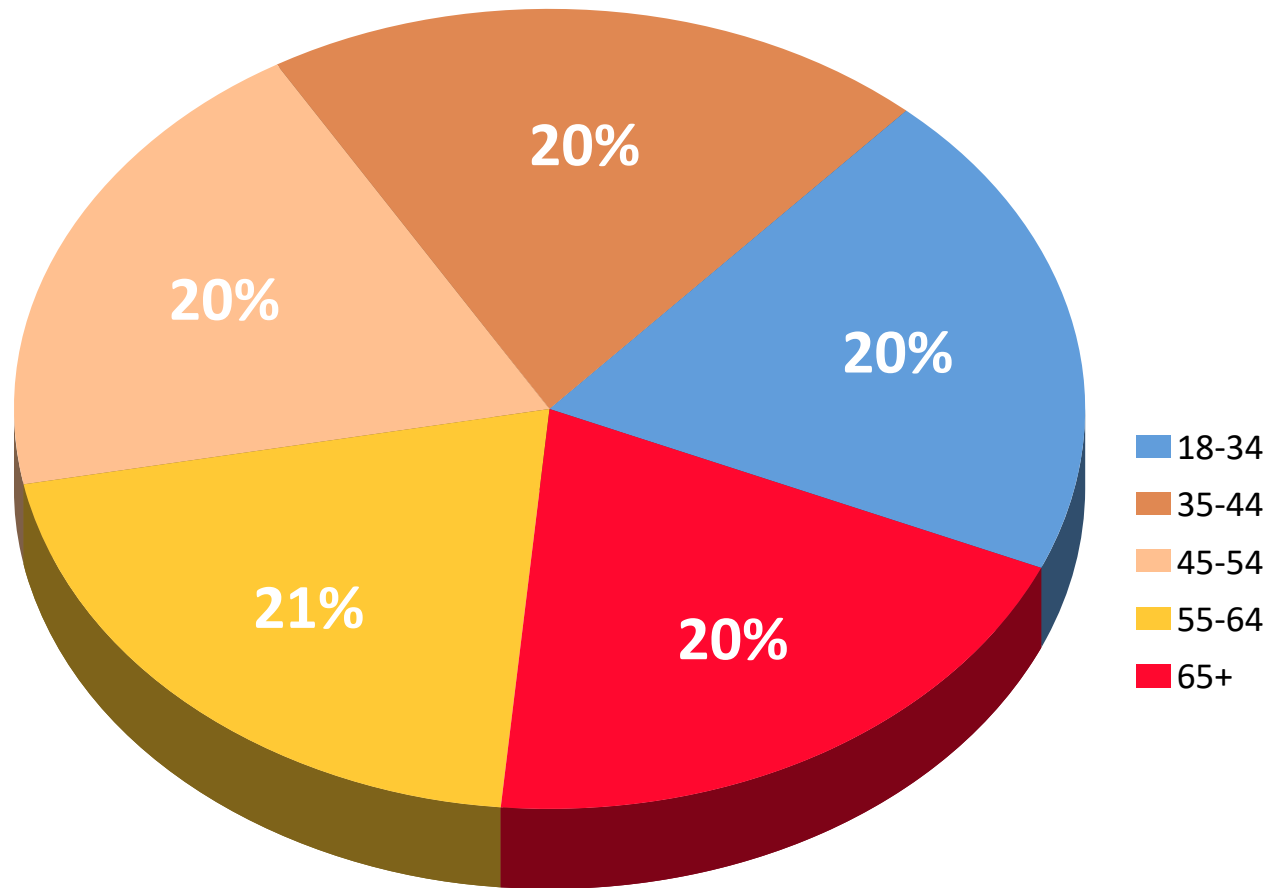
Q28. Residents opinion on where tax dollars should be allocated.

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



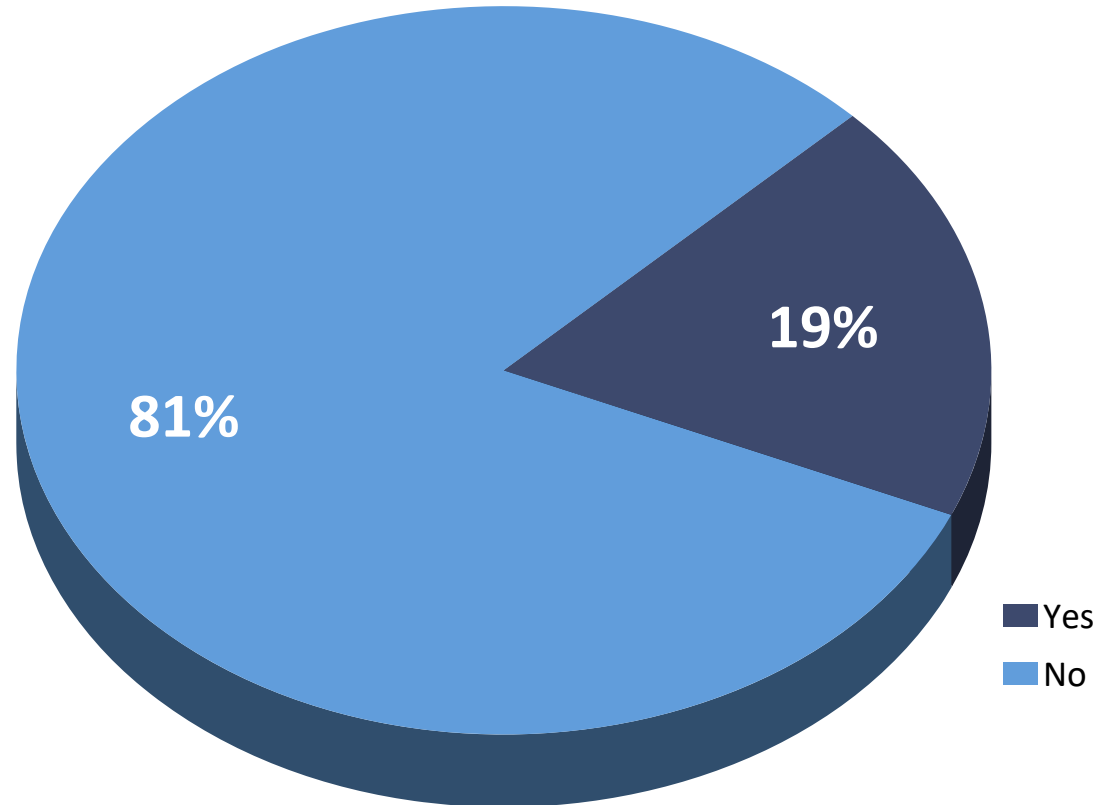
Q29. What is your age?

by percentage of respondents



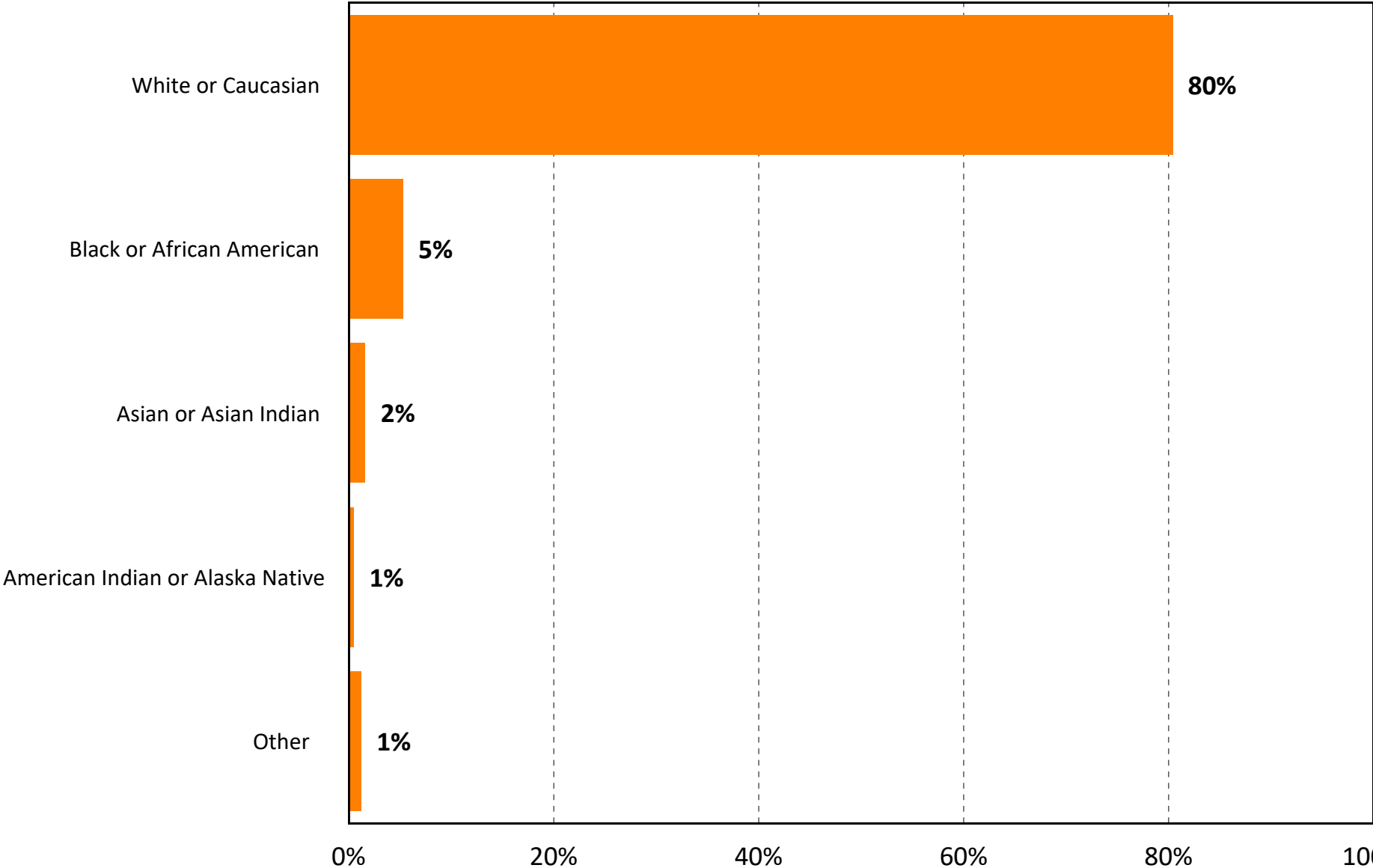
30. Are you Spanish, Hispanic, or Latino Heritage:

by percentage of respondents



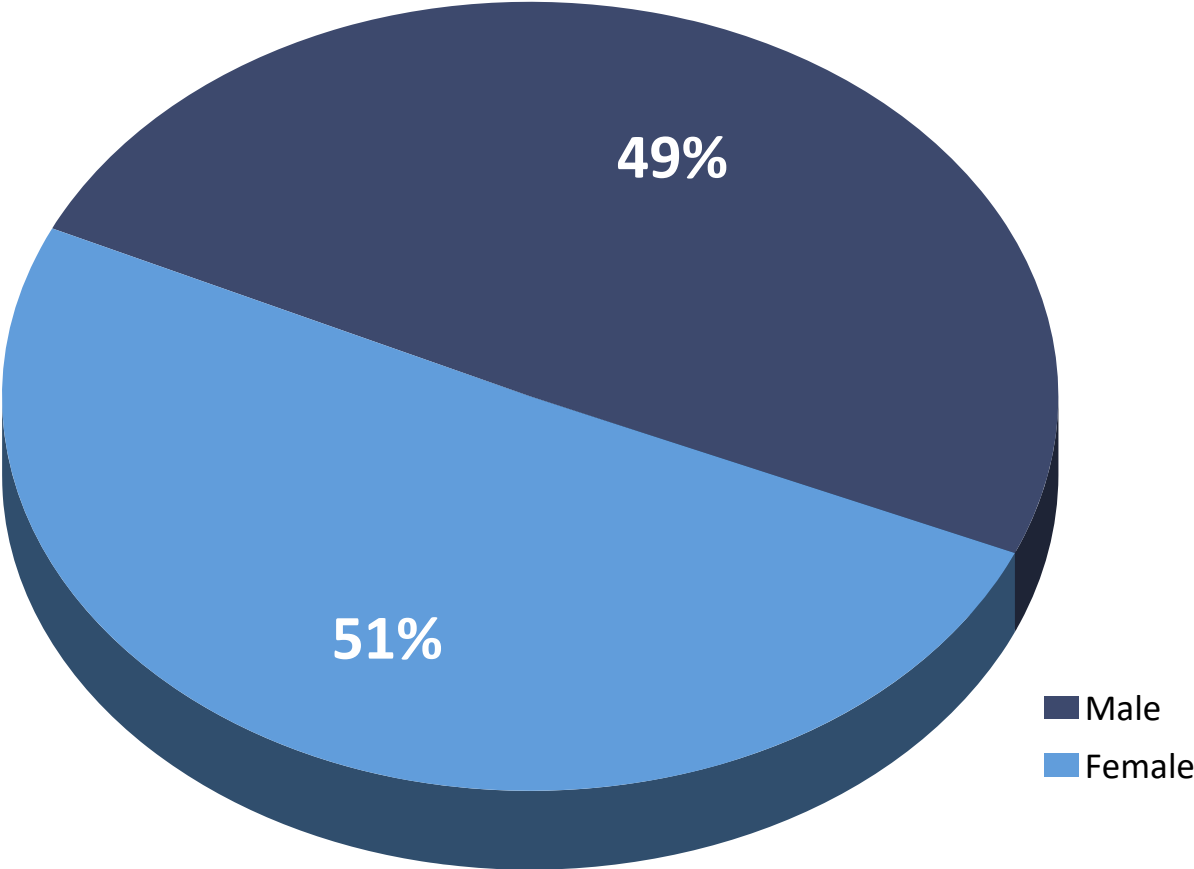
Q31. Which of the following describes your race/ethnicity

by percentage of respondents (multiple selections could be made)



Q32. What is your gender

by percentage of respondents

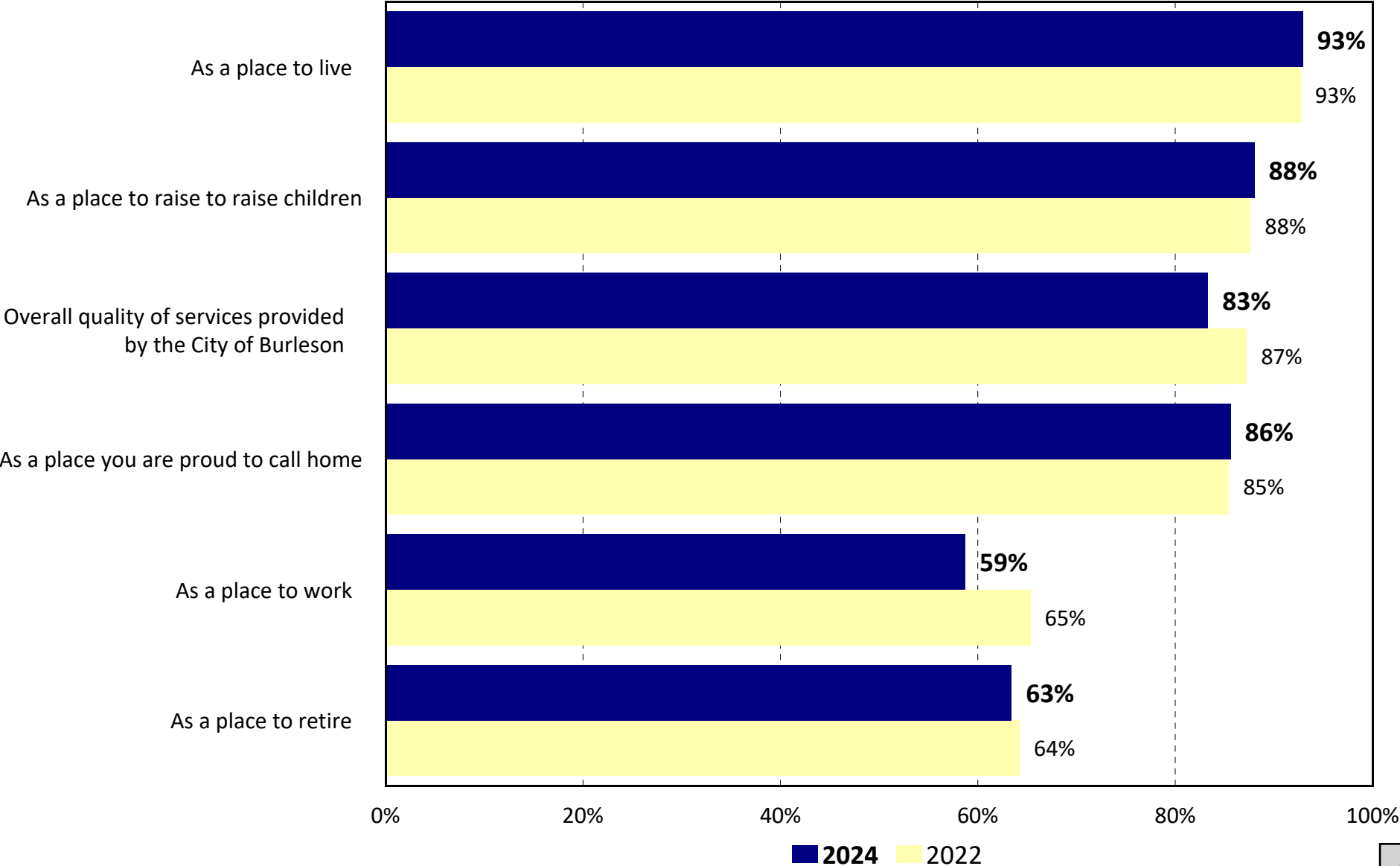




2 Trends 2022 - 2024

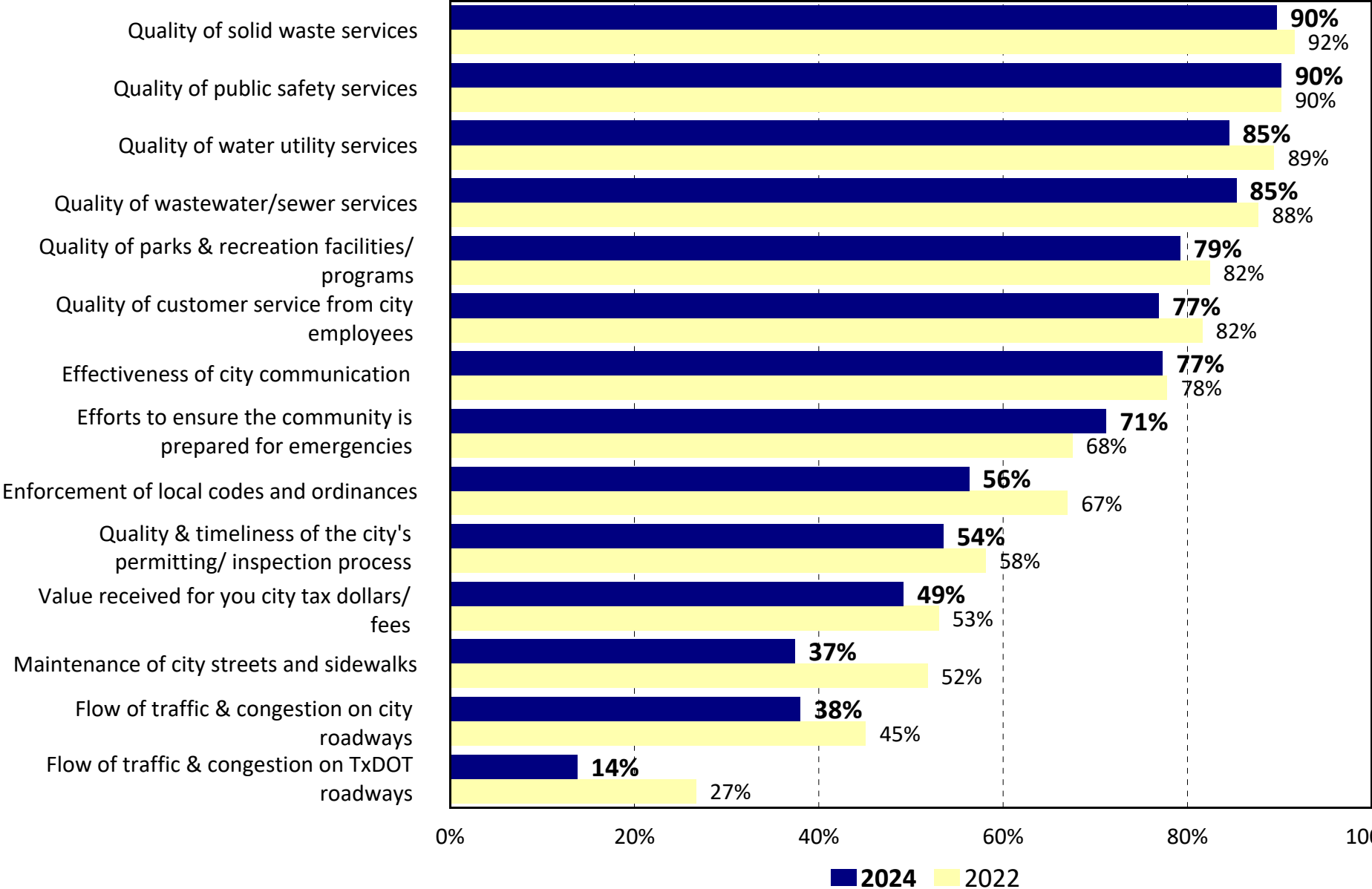
Trends: Overall Ratings of satisfaction with the City of Burleson: 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



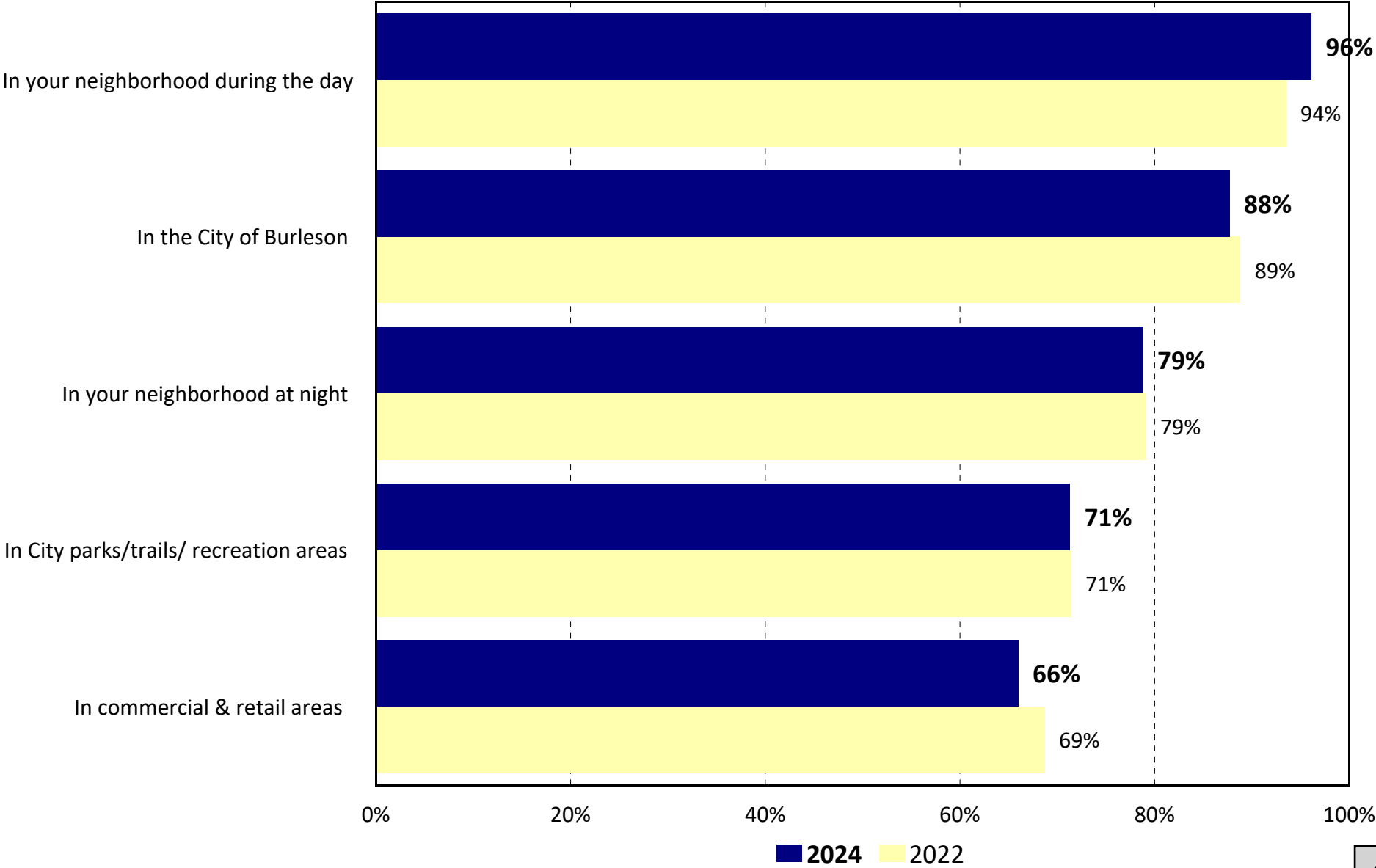
Trends: Overall Satisfaction of the City's Major services 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



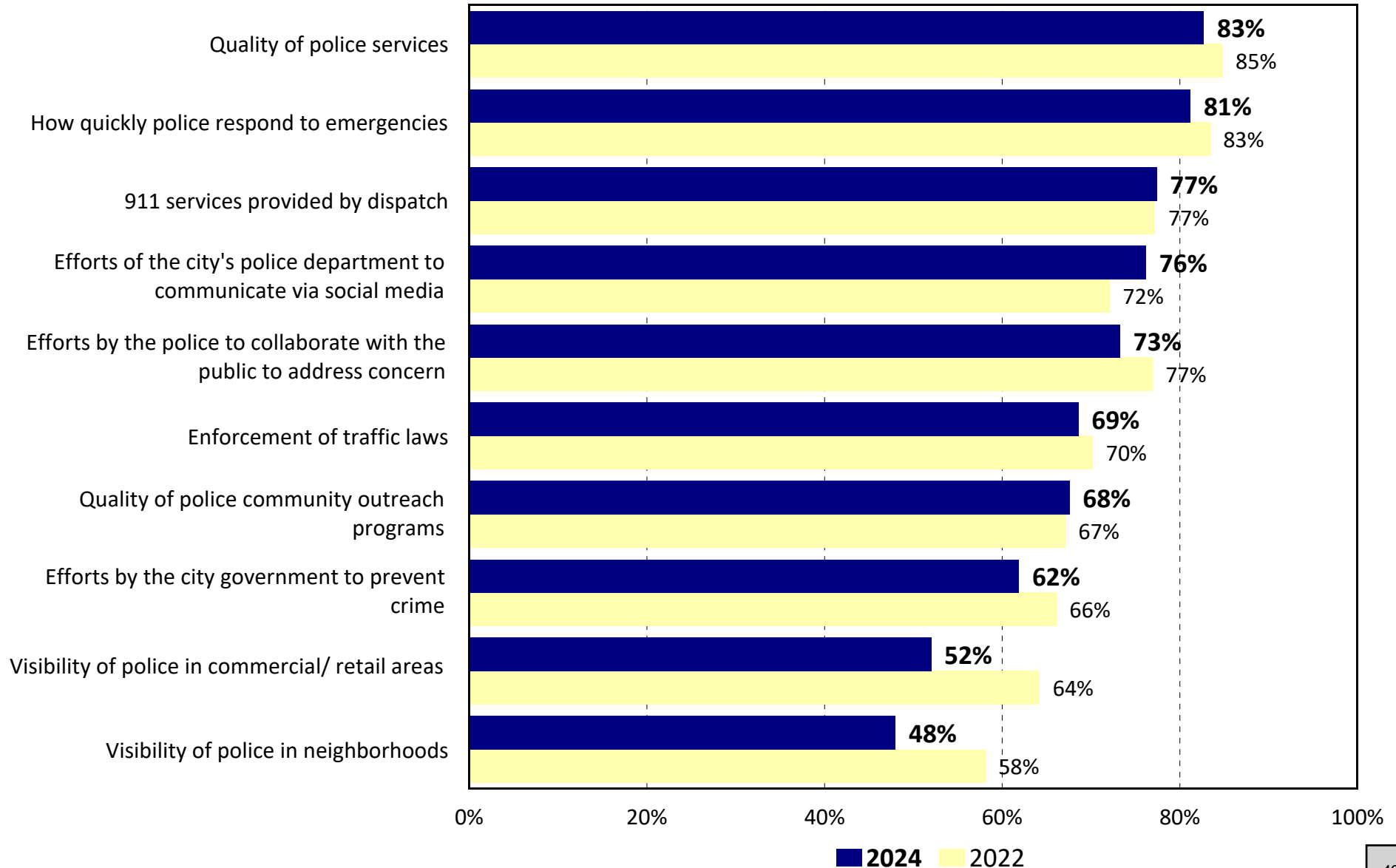
Trends: Overall feeling of Safety in the city of Burleson **2022 vs. 2024**

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



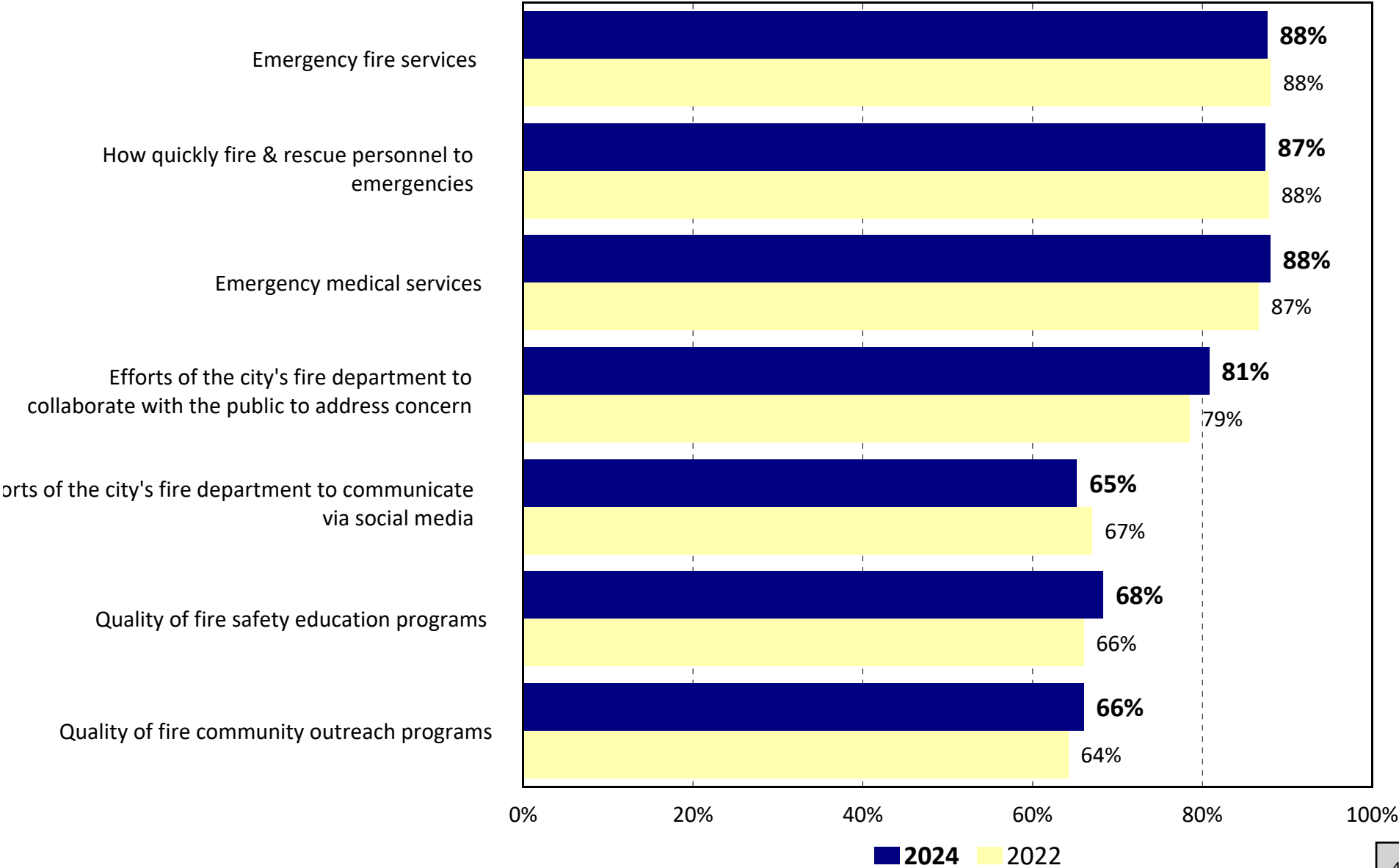
Trends: Satisfaction with Police services 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



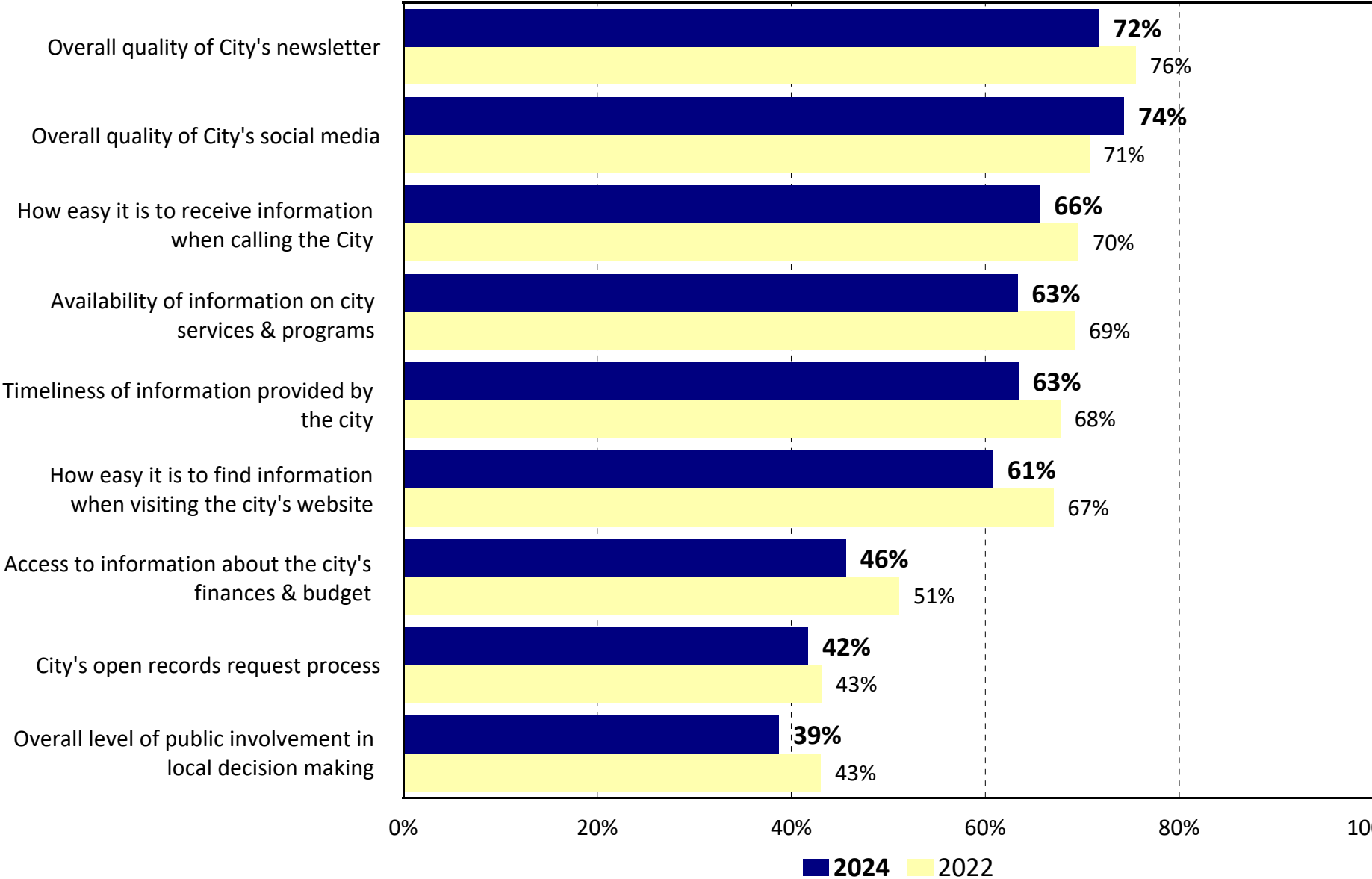
Trends: Satisfaction with Fire services 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



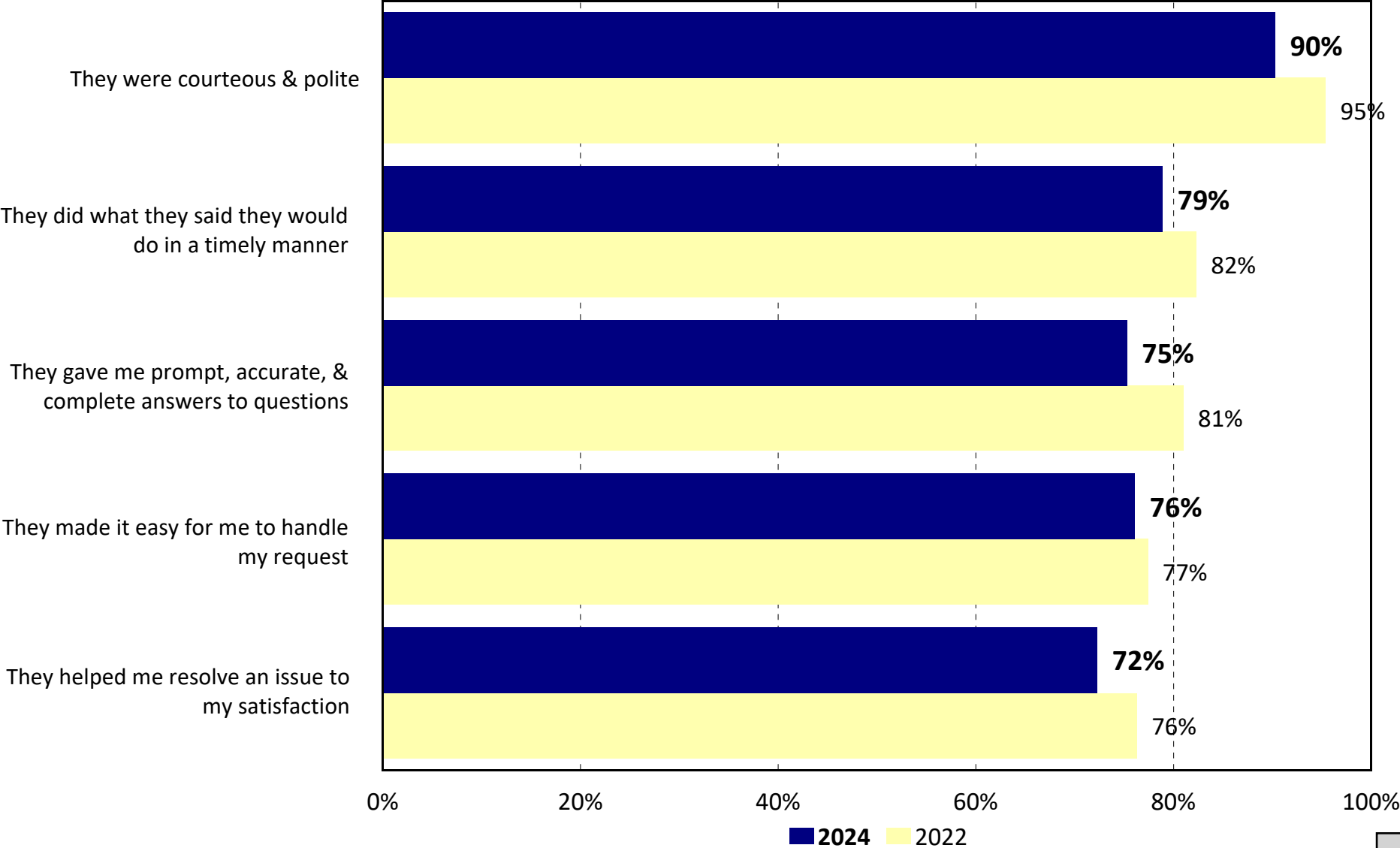
Trends: Satisfaction with the City's Communication 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



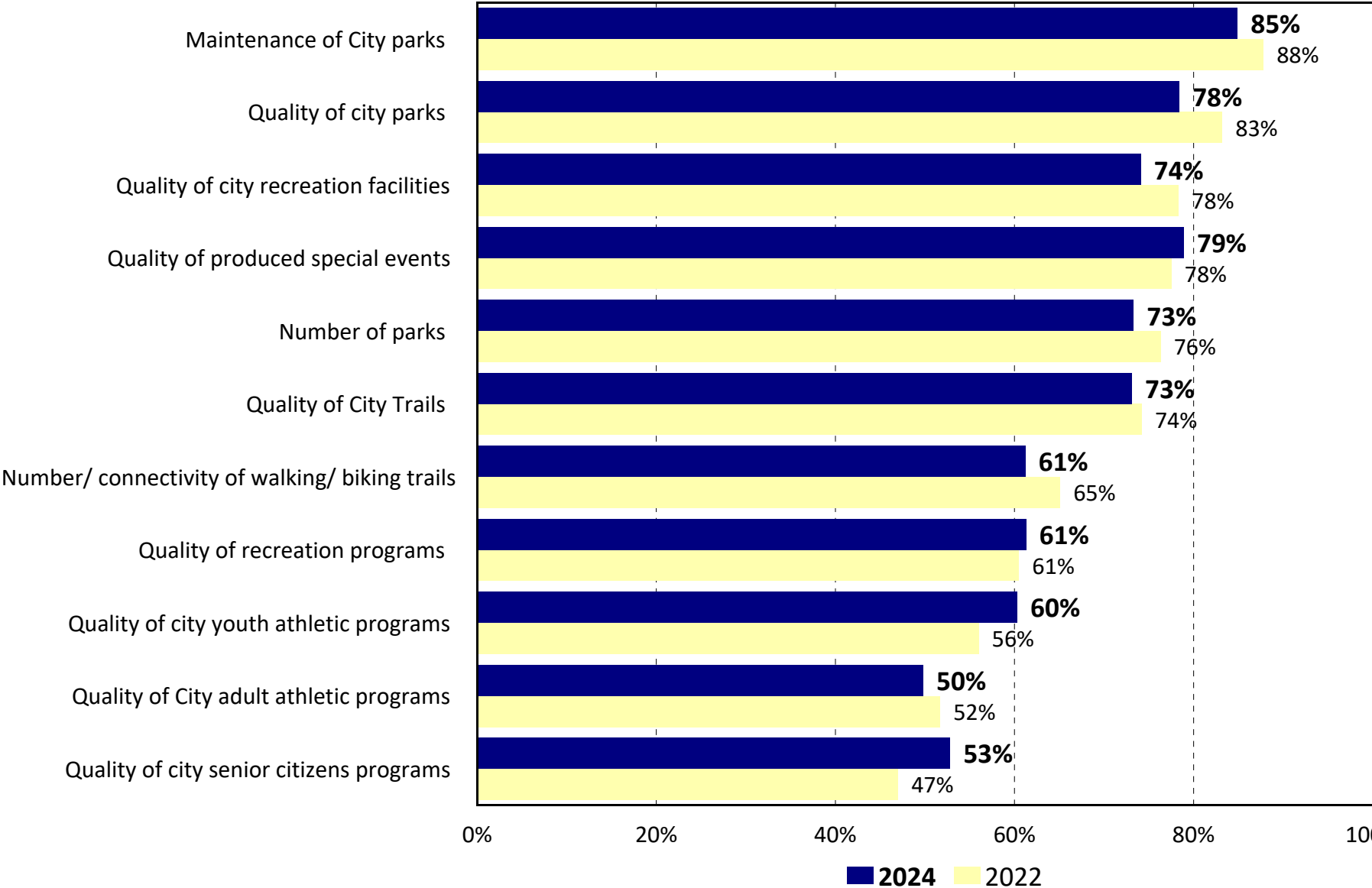
Trends: City employees frequency & quality of communication 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



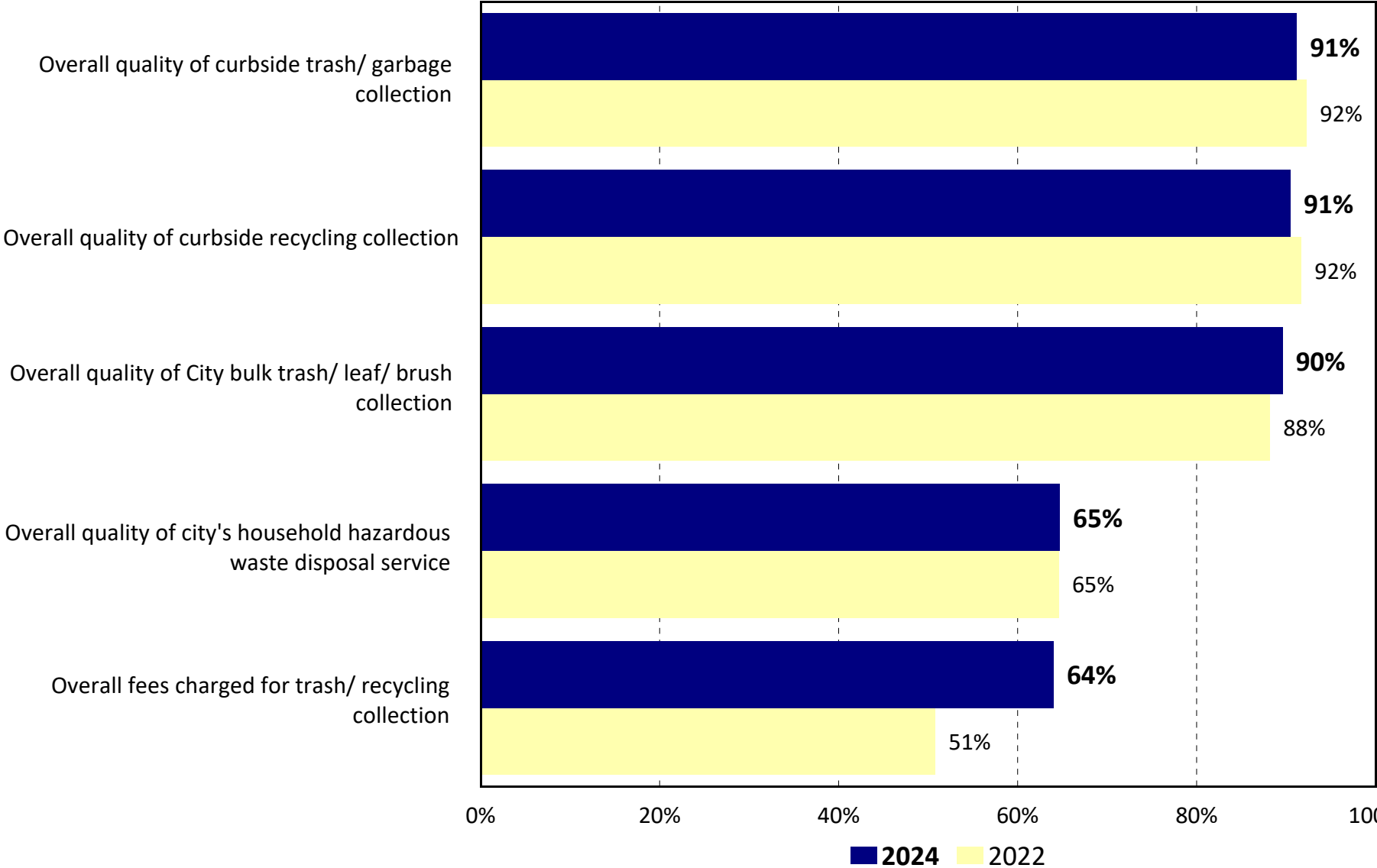
Trends: Satisfaction with the city's Parks & Recreation 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



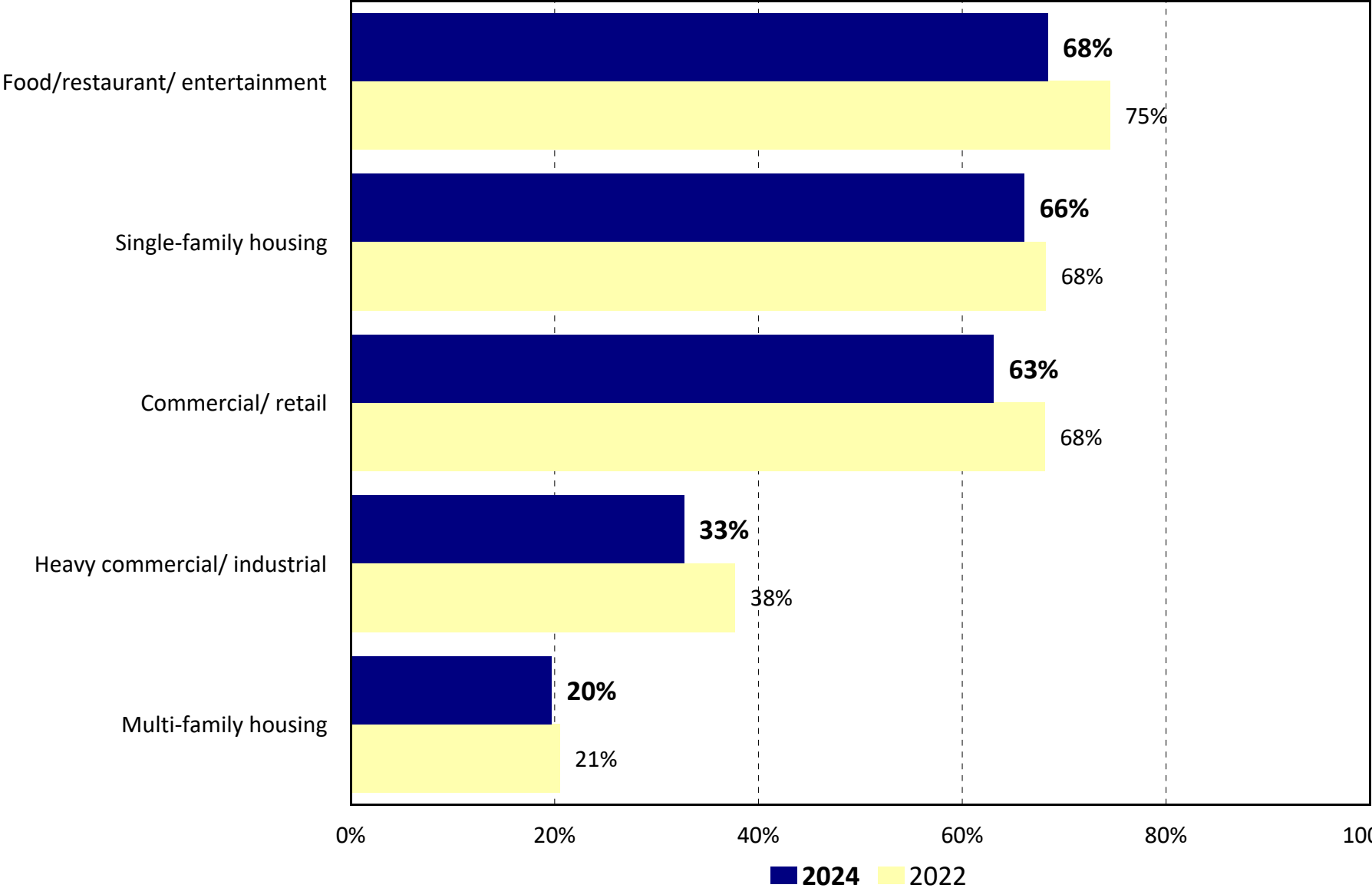
Trends: Satisfaction with the city's refuse collection **2022 vs. 2024**

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



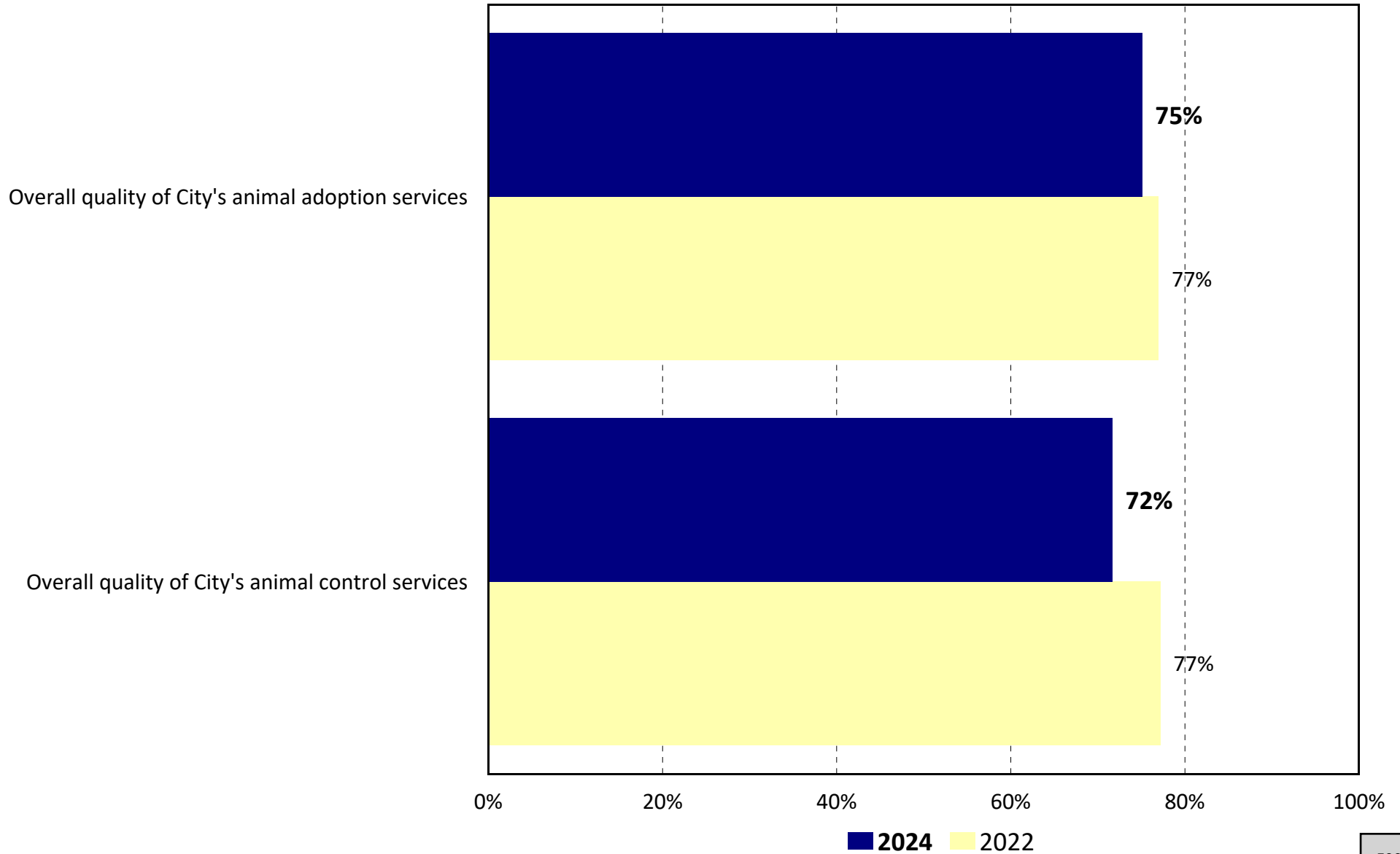
Trends: Satisfaction with the city's Economic development and Development Services 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



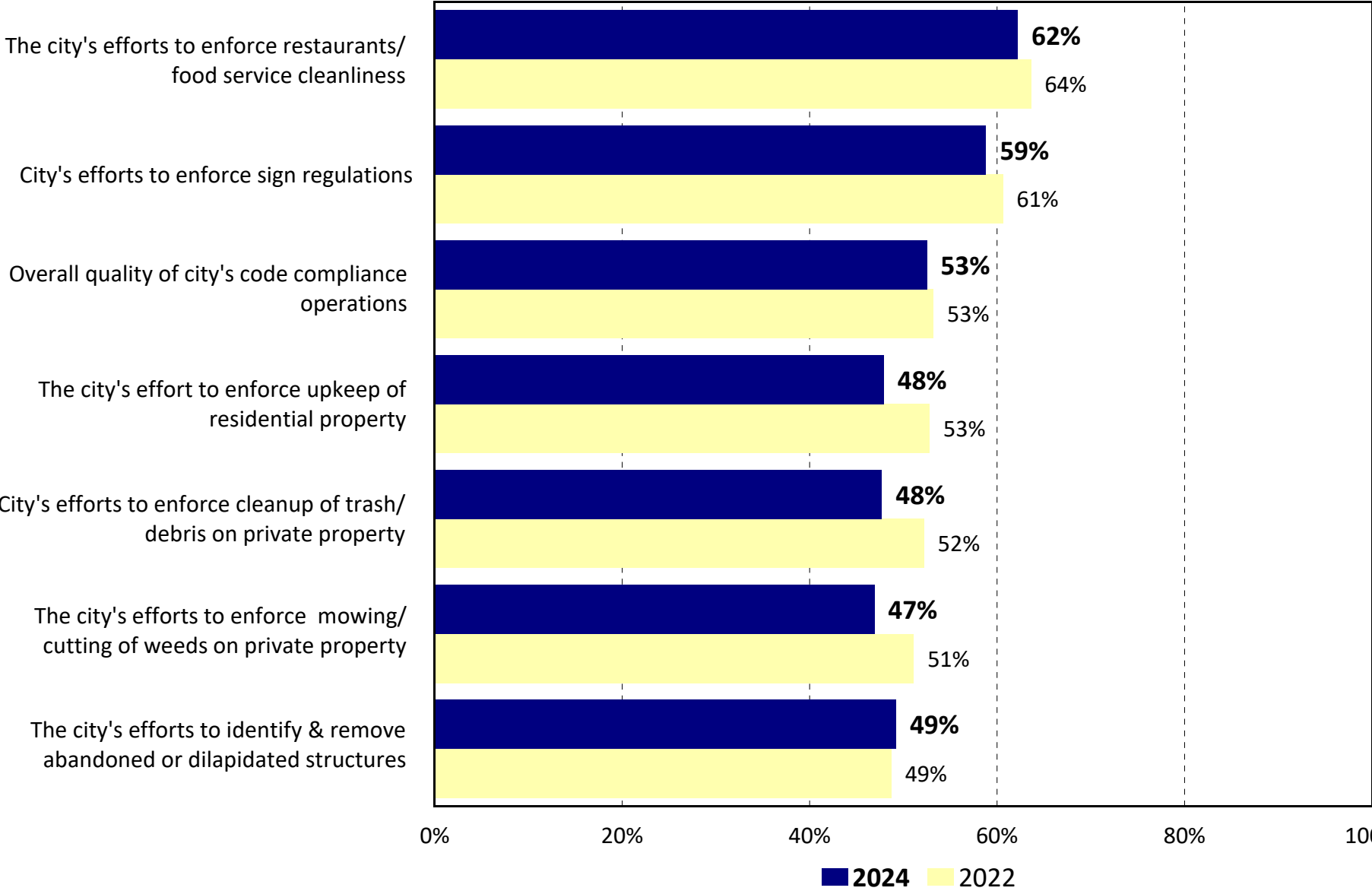
Trends: Satisfaction with the city's Animal Services 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



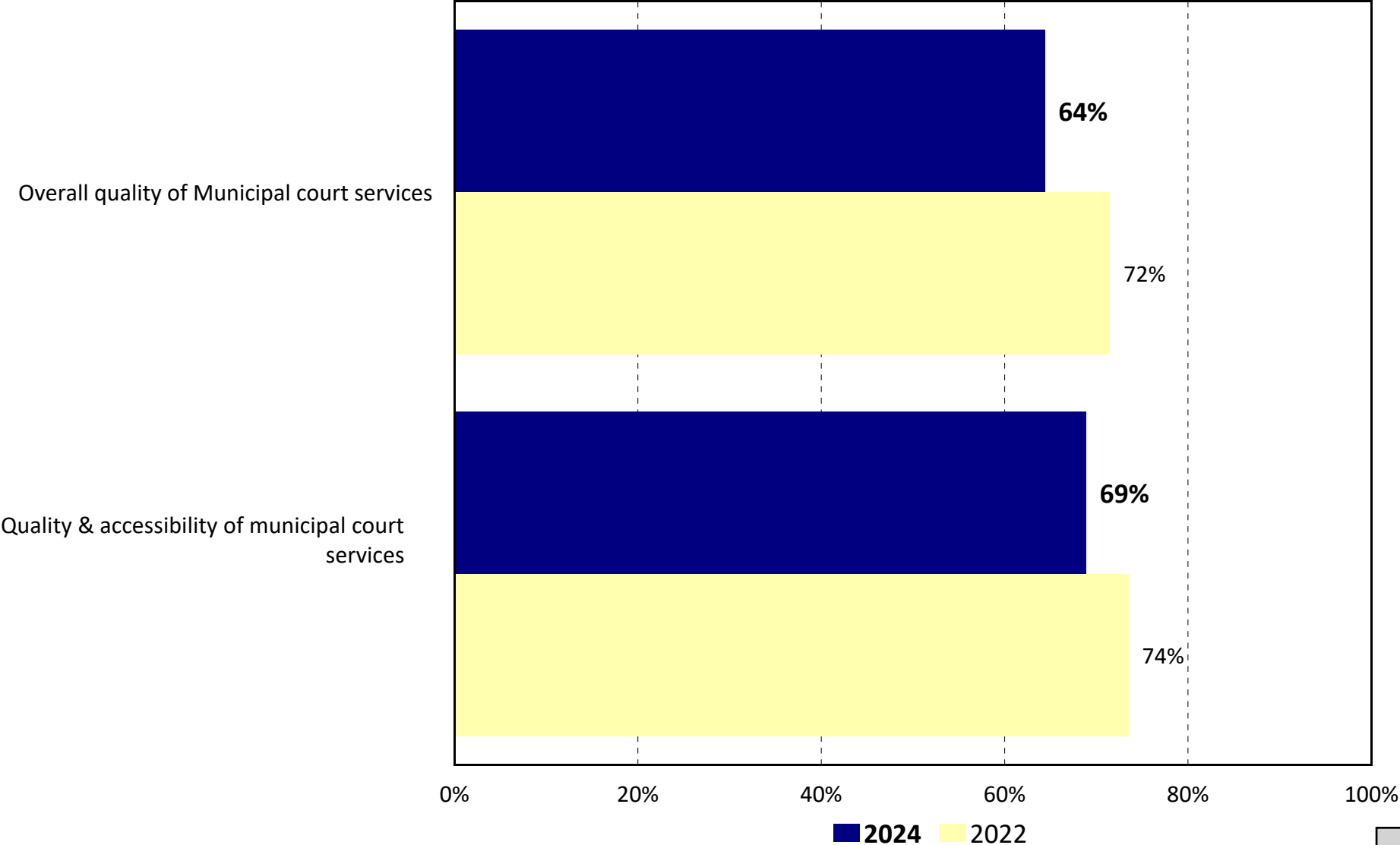
Trends: Satisfaction with the city's City Codes 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



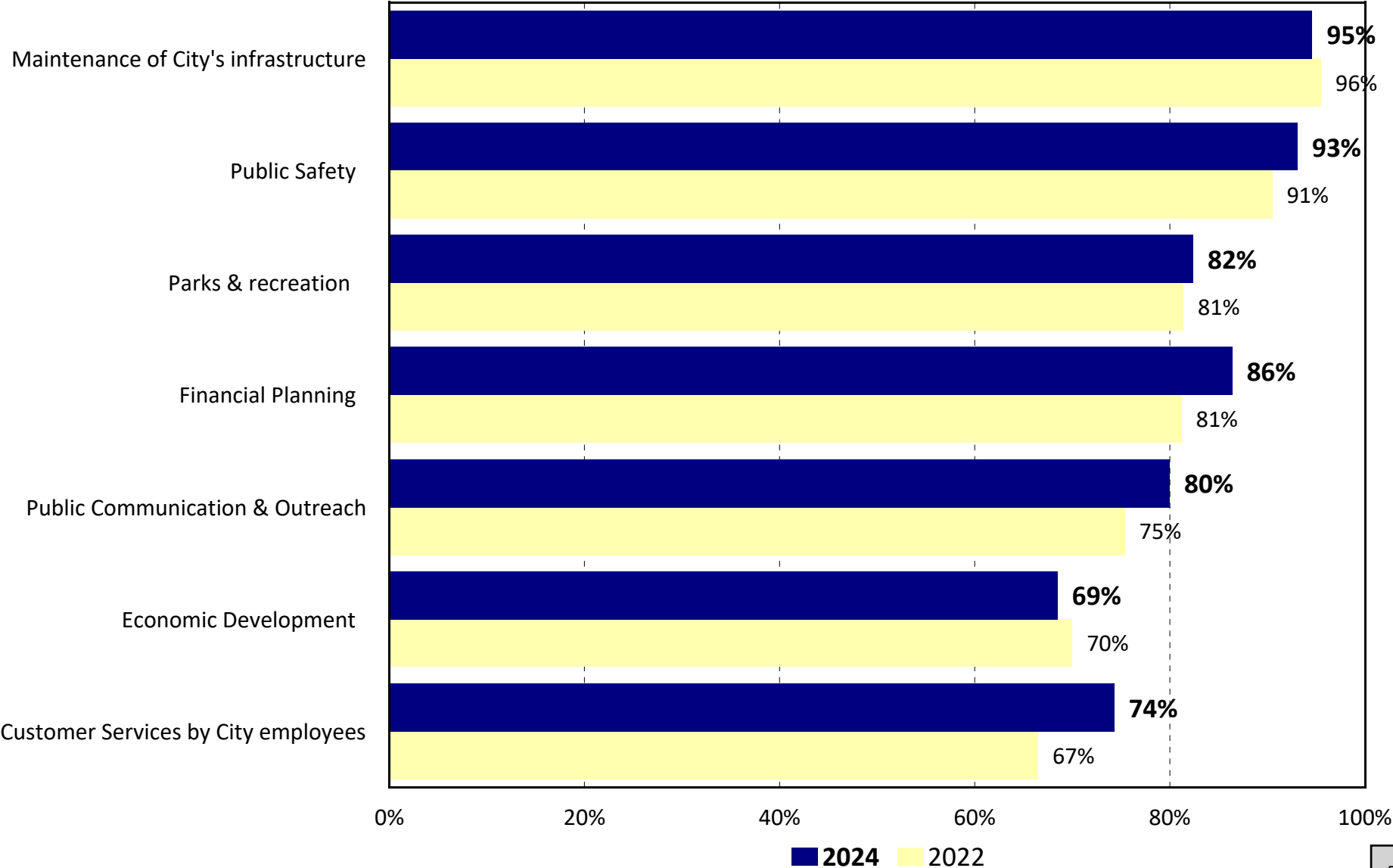
Trends: Satisfaction with the city's court services 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")



Trends: Residents opinion of where to allocate tax funds 2022 vs. 2024

by percentage of respondents who rated the item as a 1 to 5 on a 5-point scale (excluding "don't know")





3 Benchmark Analysis

Overview

ETC Institute's *DirectionFinder*[®] program was originally developed in 1999 to help community leaders use statistically valid community survey data as a tool for making better decisions. Since November 1999, the survey has been administered in more than 300 cities and counties in 43 states. Most participating communities conduct the survey on an annual or biennial basis.

This report contains benchmarking data from two sources: (1) a national survey that was administered by ETC Institute during the summer of 2023 to a random sample of more than 10,000 residents in the continental United States and (2) a regional survey that was administered by ETC Institute during the summer of 2023 to a random sample of residents living in the state of Texas.

The charts on the following pages show how the results for the City of Burleson compare to the national average and the Texas regional average. The blue bar shows the results for the City of Burleson. The red bar shows the Texas regional average from communities that administered the *DirectionFinder*[®] survey during the summer of 2023. The yellow bar shows the results of a national survey that was administered by ETC Institute to a random sample of more than 10,000 U.S. residents during summer of 2023.

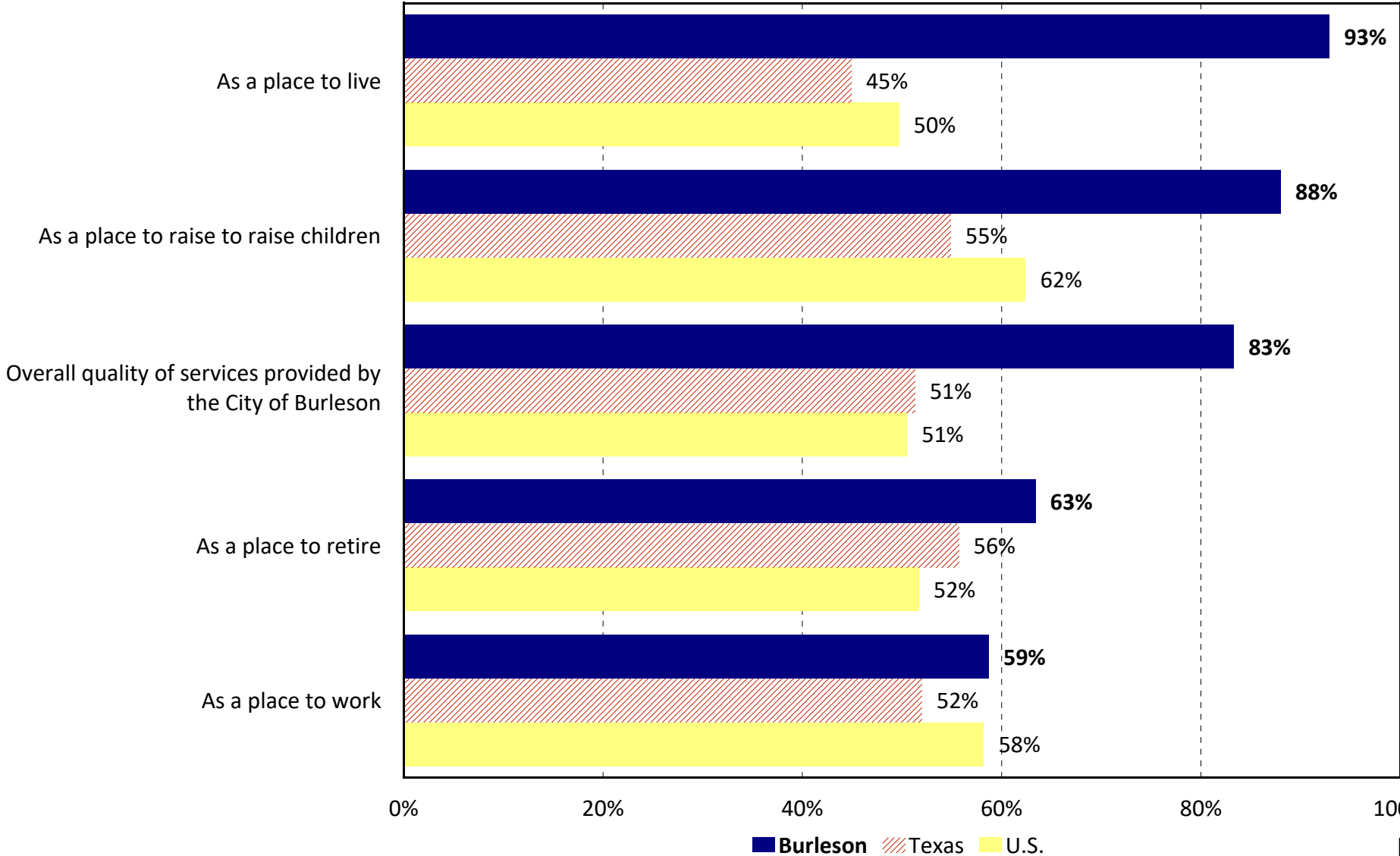
National Benchmarks

Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with the City of Burleson, Texas is not authorized without written consent from ETC Institute.

Overall Ratings of the City

Burleson vs. Texas vs. the U.S.

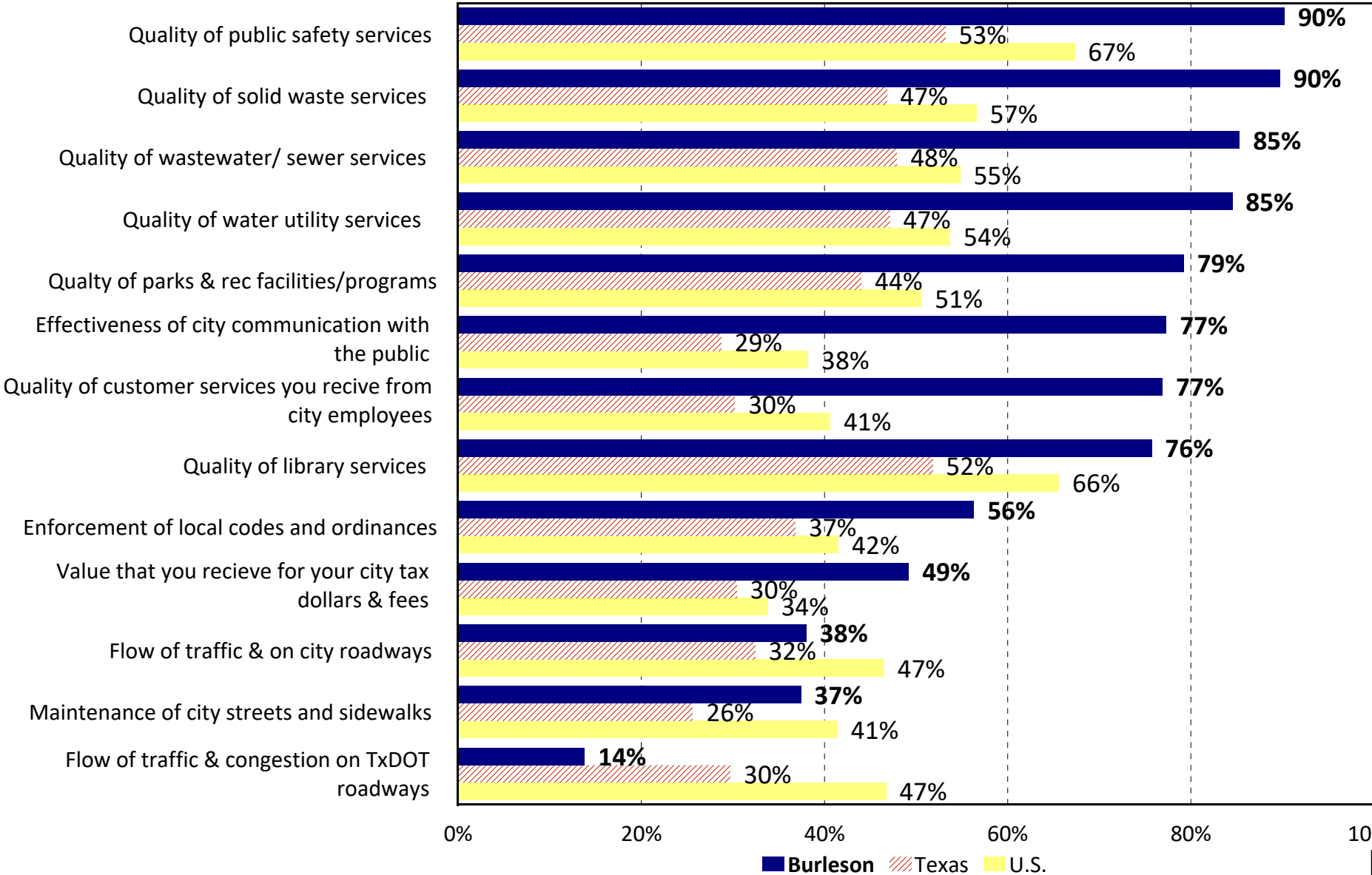
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "excellent" and 1 was "poor" (excluding don't knows)



Satisfaction with Major Categories of Services

Burleson vs. Texas vs. the U.S.

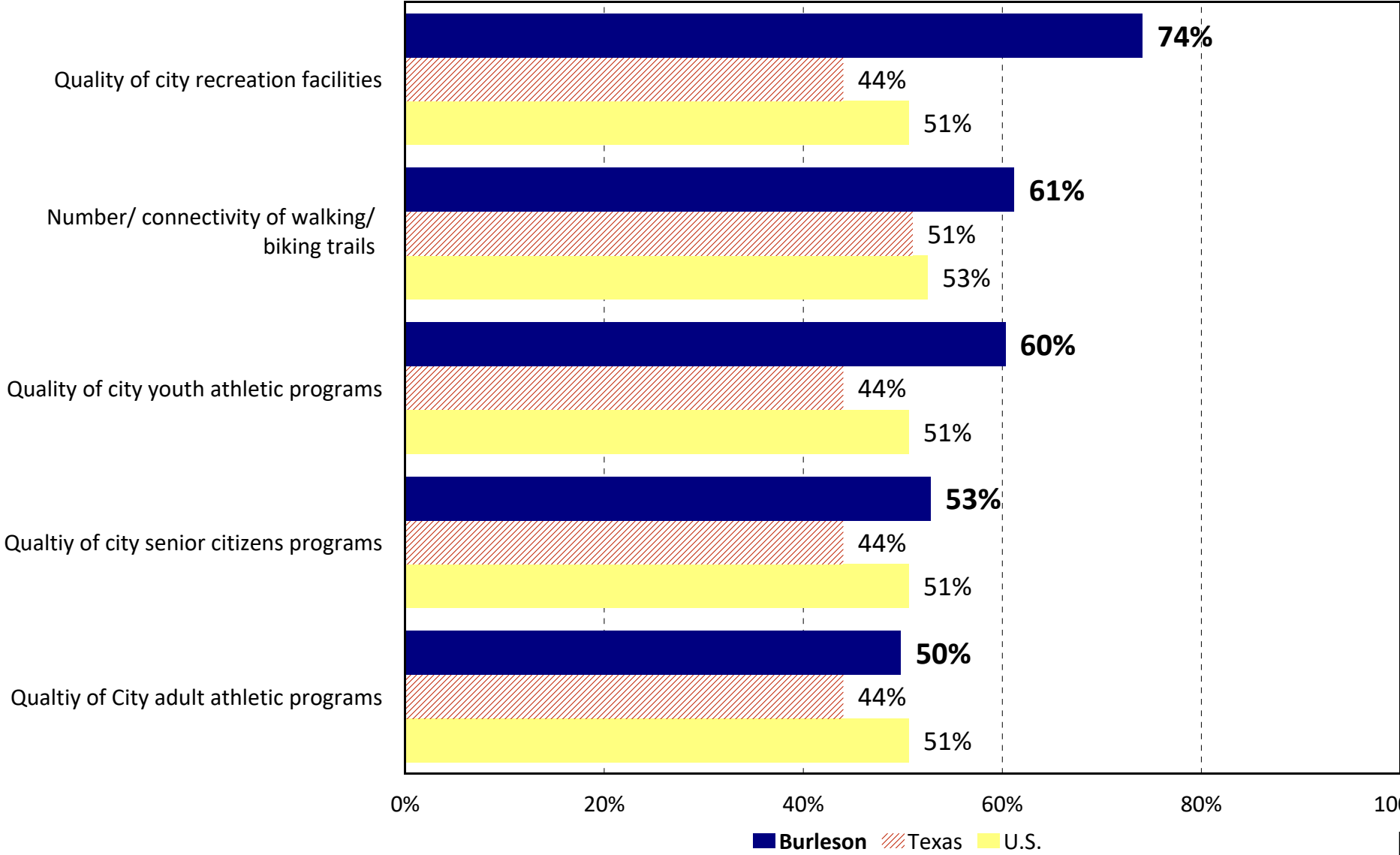
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with Parks and Recreation Services

Burleson vs. Texas vs. the U.S.

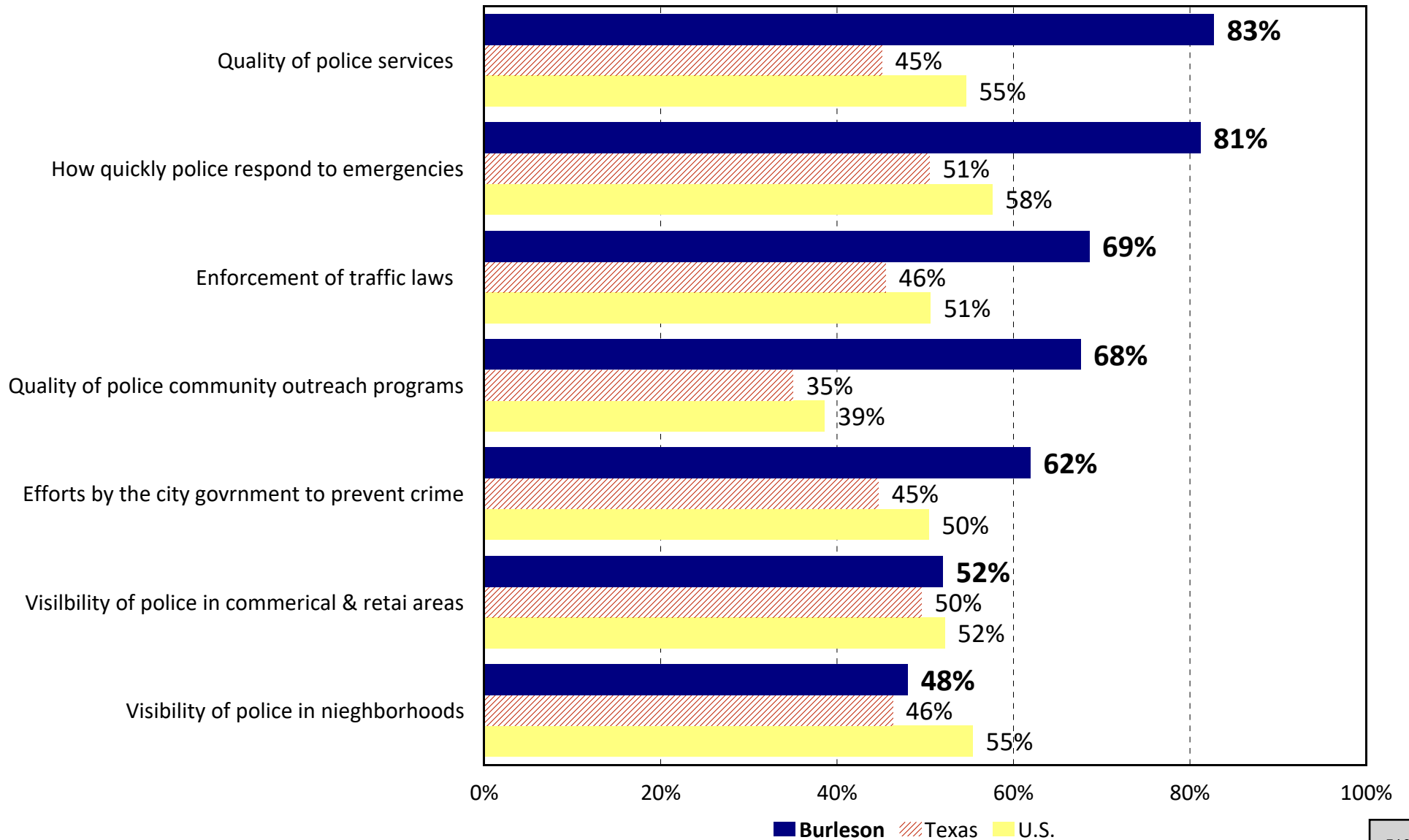
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with Police Services

Burleson vs. Texas vs. the U.S.

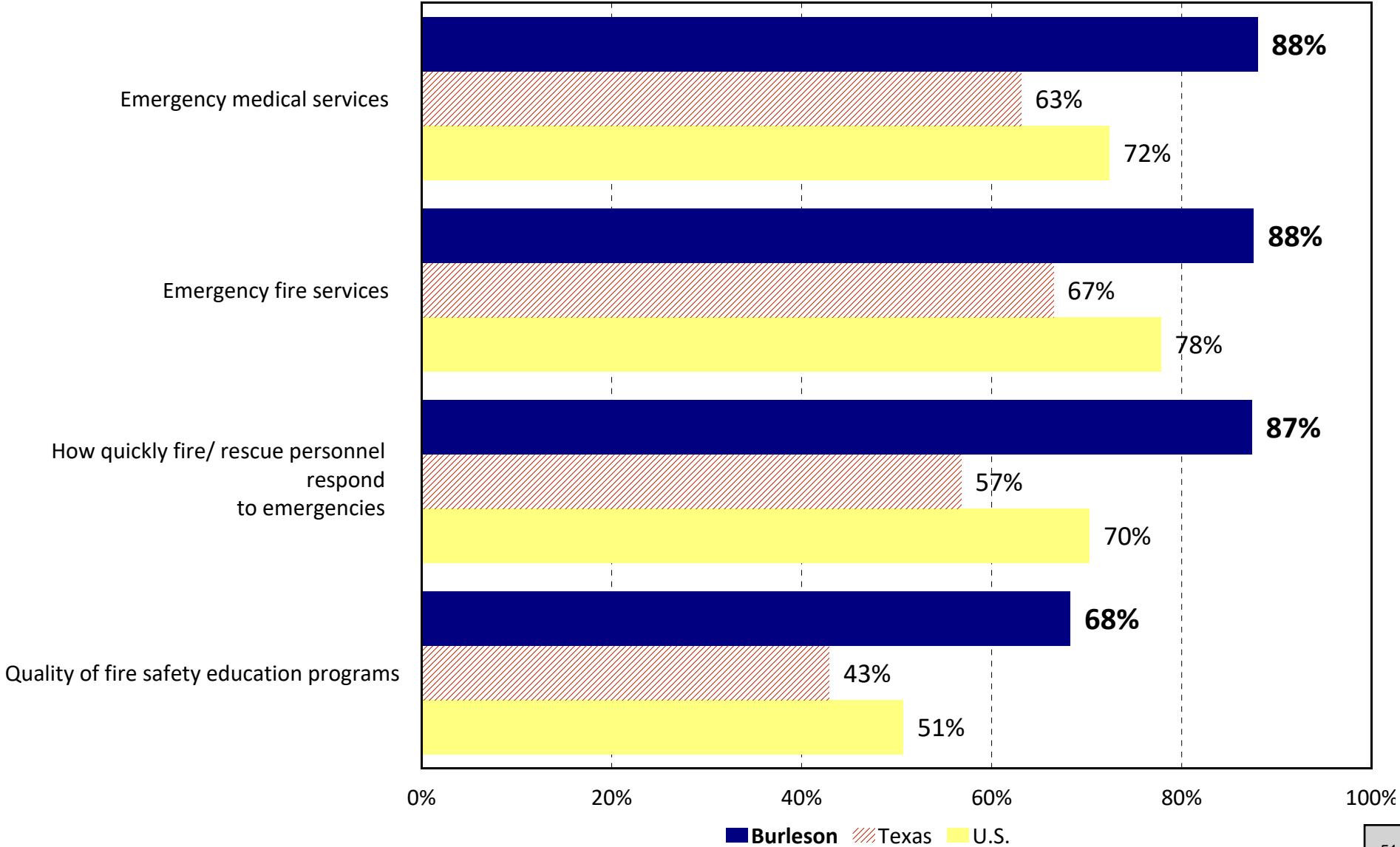
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with Fire Services

Burleson vs. Texas vs. the U.S.

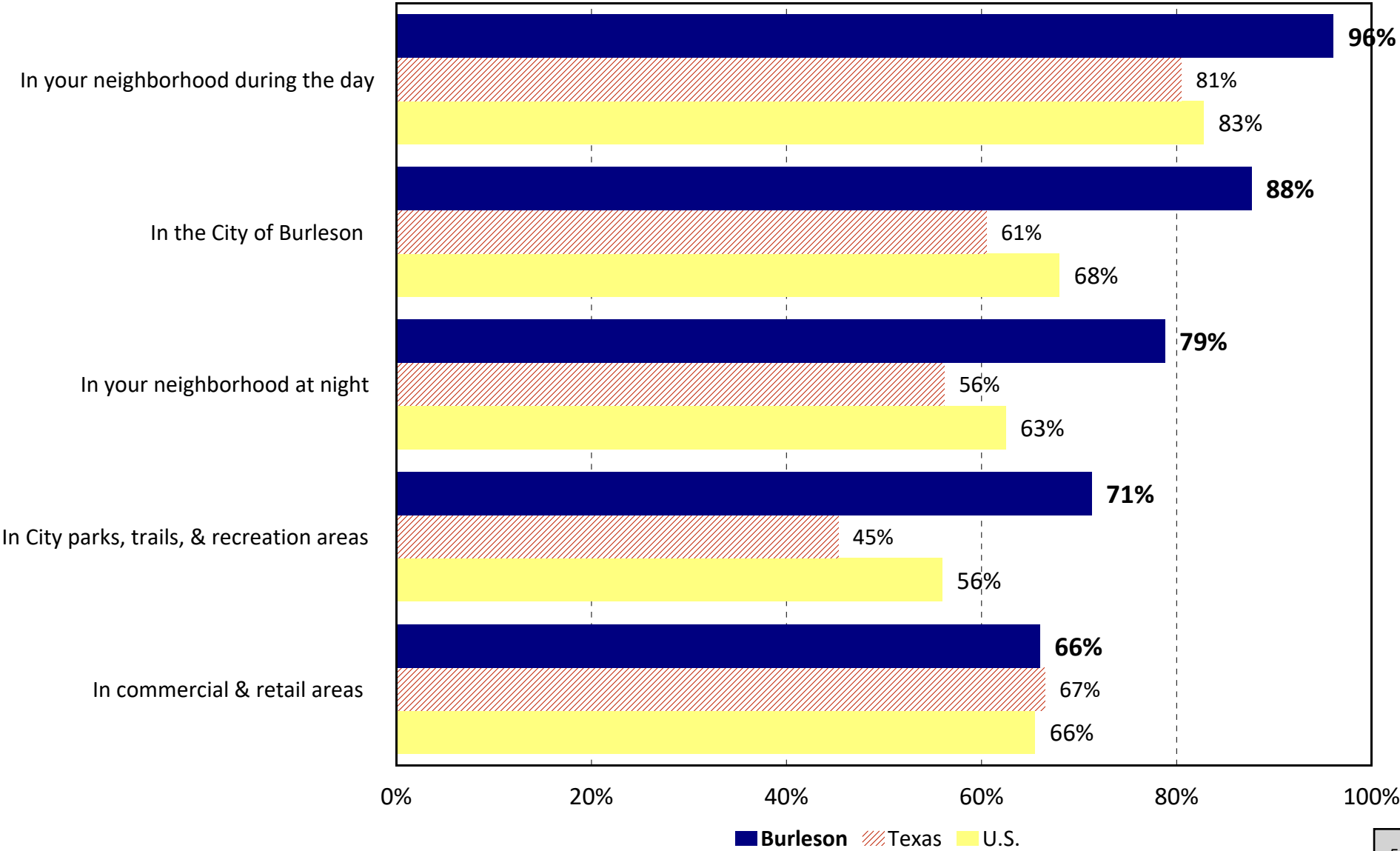
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Perceptions of Safety in the City

Burleson vs. Texas vs. the U.S.

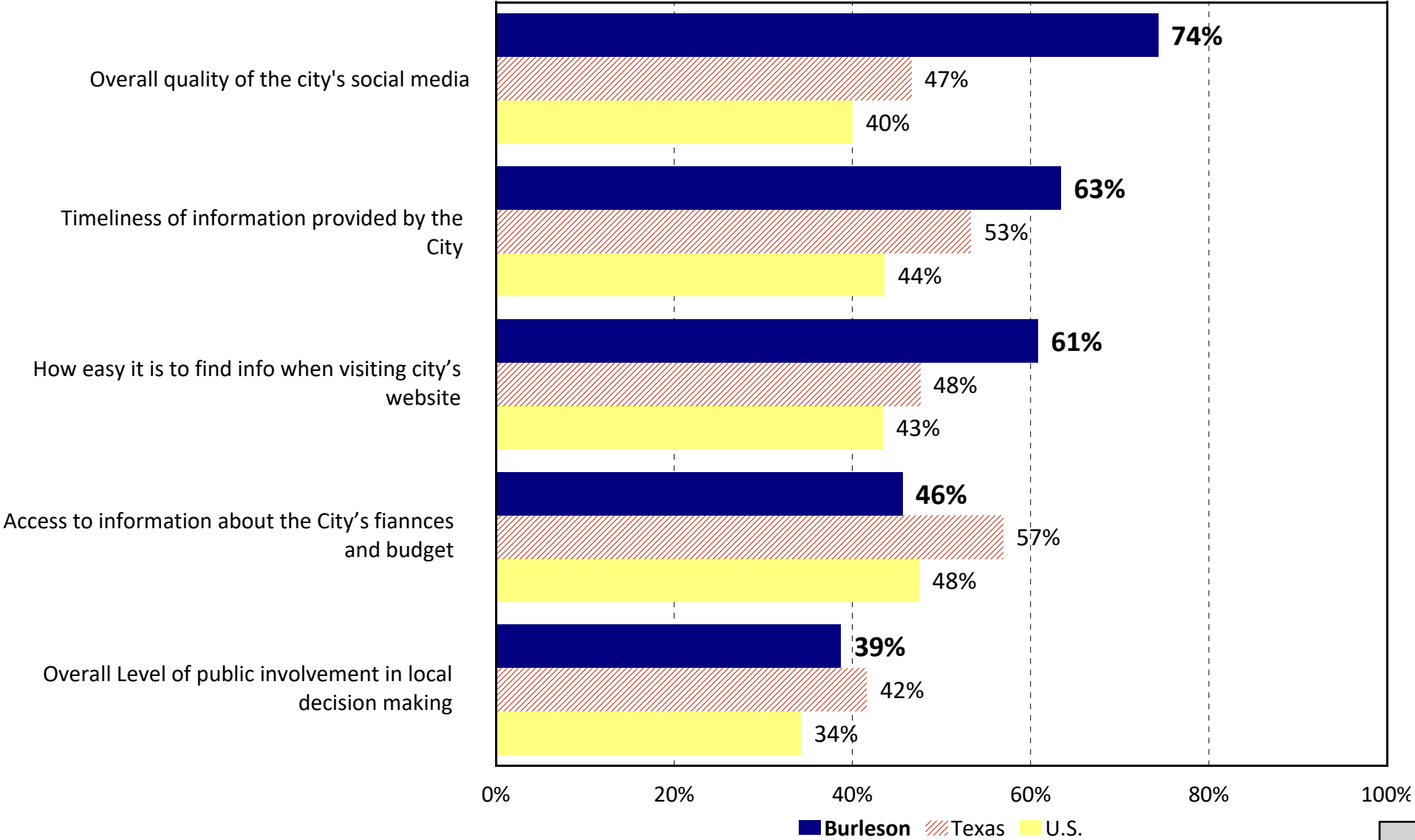
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very safe" and 1 was "very unsafe" (excluding don't knows)



Satisfaction with City Communication

Burleson vs. Texas vs. the U.S.

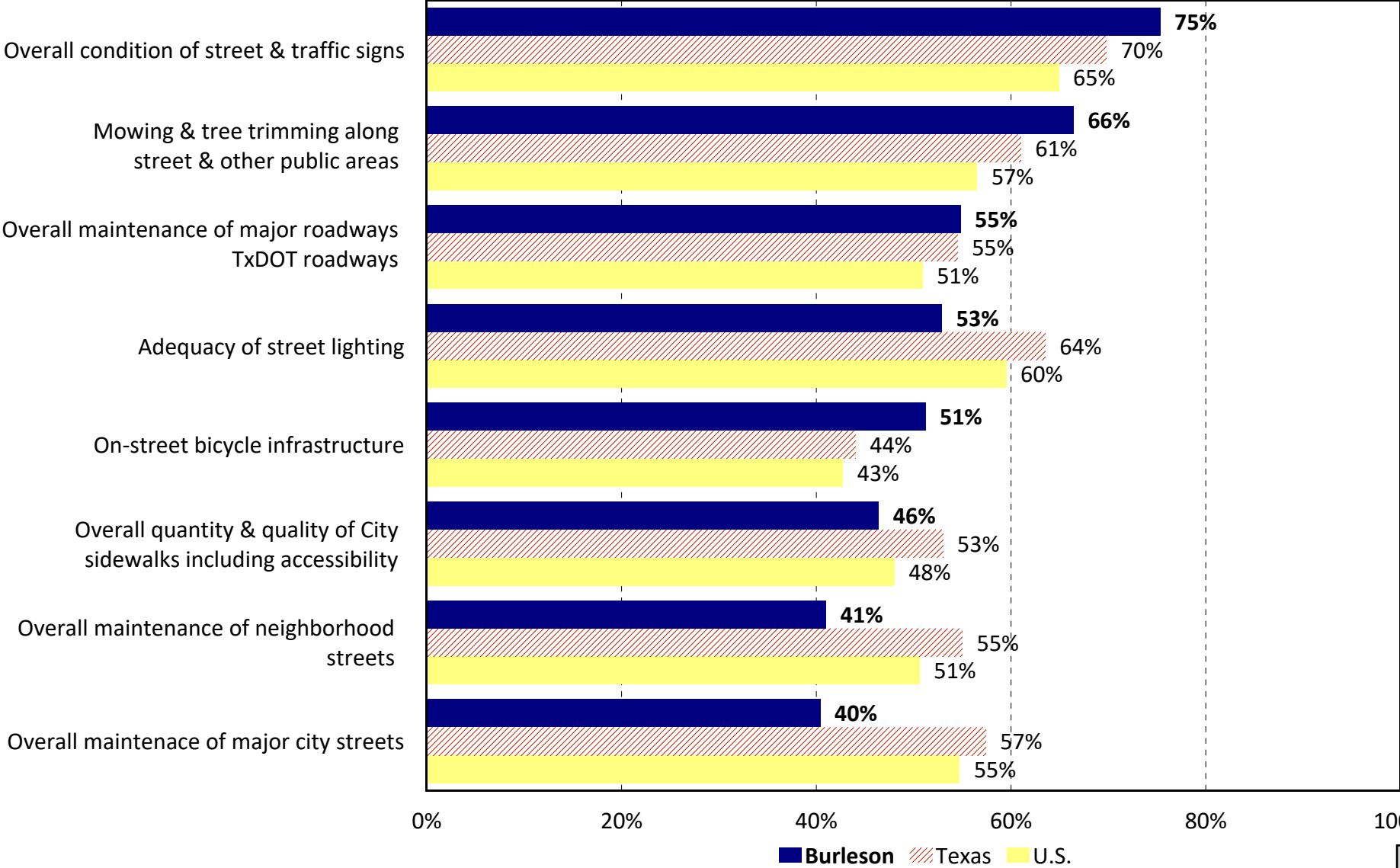
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with Infrastructure

Burleson vs. Texas vs. the U.S.

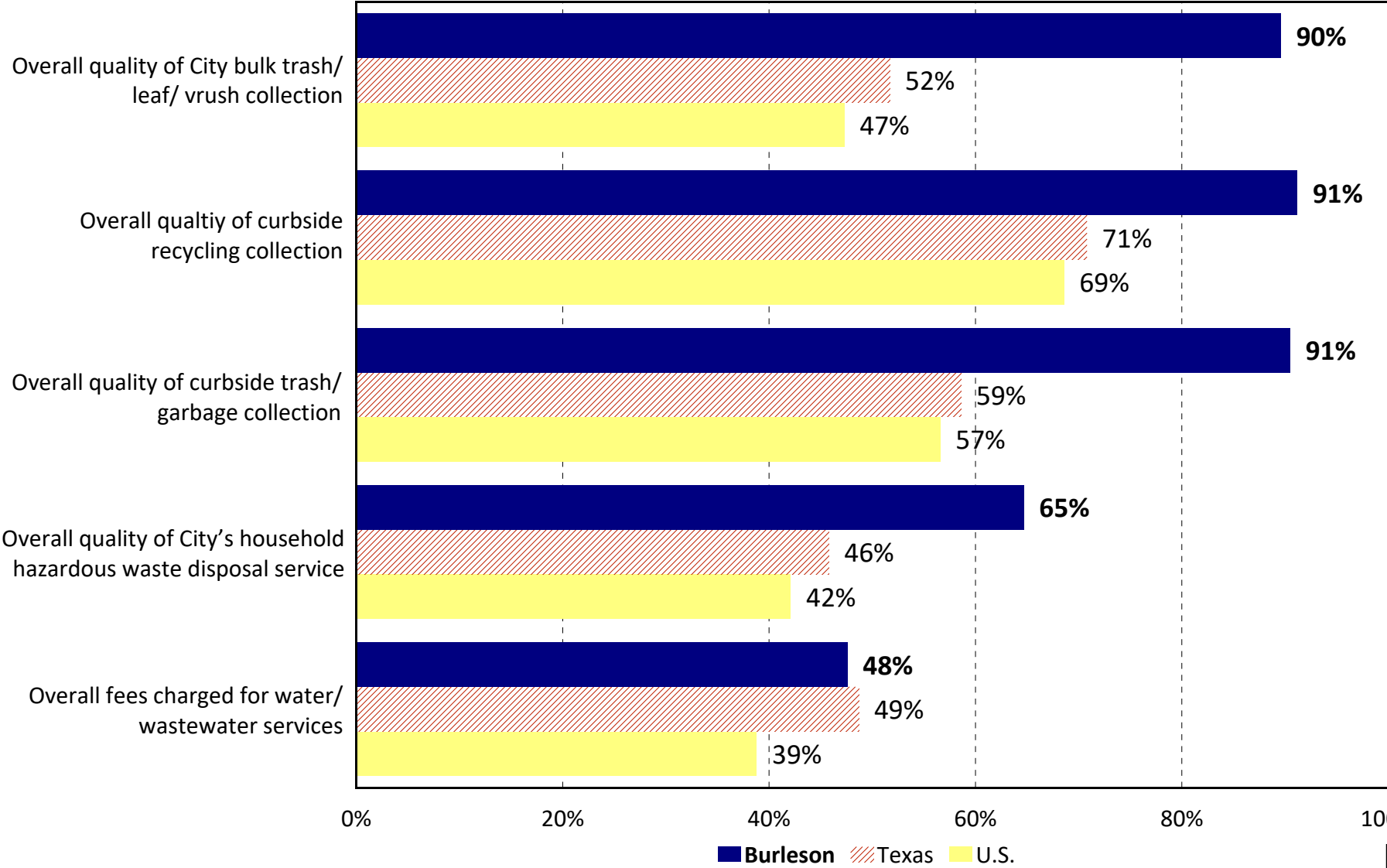
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with Utilities

Burleson vs. Texas vs. the U.S.

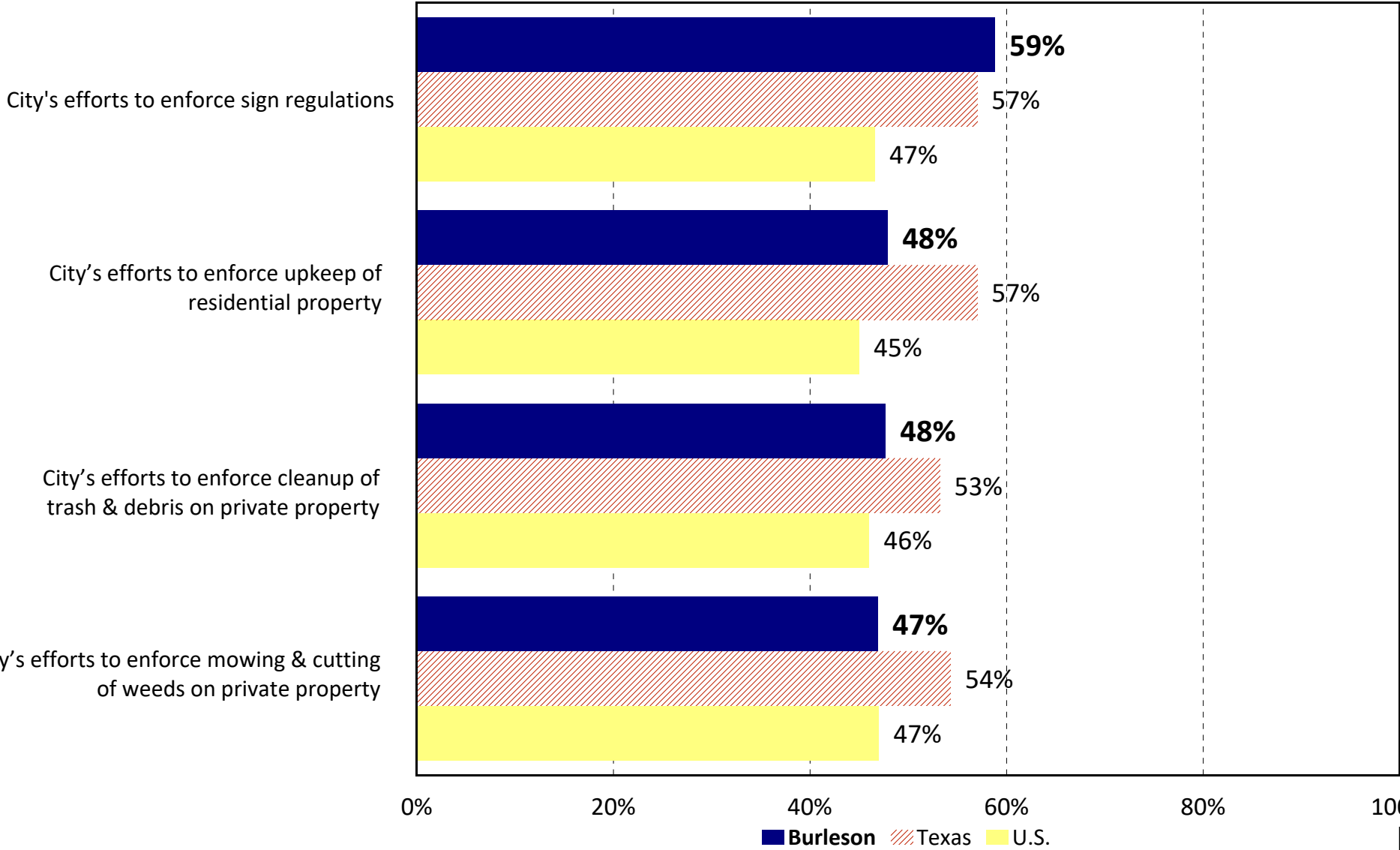
by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)



Satisfaction with City Codes

Burleson vs. Texas vs. the U.S.

by percentage of respondents who rated the item 4 or 5 on a 5-point scale where 5 was "very satisfied" and 1 was "very dissatisfied" (excluding don't knows)





4 Importance- Satisfaction Analysis

Overview

Today, community leaders have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (I-S) rating is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction (I-S) rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high.

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the City to provide. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "Don't Know" responses). "Don't Know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable.

$$\text{I-S Rating} = \text{Importance} \times (1 - \text{Satisfaction})$$

Example of the Calculation

Respondents were asked to identify the major City services that should receive the most focus over the next year. Seventy-three percent (73.1%) of households selected "flow of traffic and congestion on TxDOT roadways" as one of the most important services for the City to focus on in the next year.

With regard to satisfaction, 13.8% of respondents surveyed rated "flow of traffic and congestion on TxDOT roadways" as a "4" or "5" on a 5-point scale (where "5" means "Very Satisfied") excluding "Don't Know" responses. The I-S rating was calculated by multiplying the sum of the most important percentages by one minus the sum of the satisfaction percentages. In this example, 73.1% was multiplied by 86.2% (1-0.138). This calculation yielded an I-S rating of 0.6301, which ranked first out of fourteen categories of major City services analyzed.

The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices of importance and 0% indicate they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one of the three most important areas.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next year. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- Definitely Increase Emphasis (I-S > 0.20)
- Increase Current Emphasis (I-S = 0.10 - 0.20)
- Maintain Current Emphasis (I-S < 0.10)

Tables showing the results for the City of Burleson are provided on the following pages.

2024 Importance-Satisfaction Rating

Burleson, Texas

Major City Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Flow of traffic & congestion on TxDOT roadways	73%	1	14%	15	0.6301	1
Maintenance of City streets & sidewalks	50%	2	37%	14	0.3105	2
Flow of traffic & congestion on City roadways	38%	3	38%	13	0.2362	3
High Priority (IS .10-.20)						
Value that you receive for your City tax dollars & fees	22%	4	49%	12	0.1092	4
Medium Priority (IS <.10)						
Enforcement of local codes & ordinances	19%	5	56%	10	0.0835	5
Efforts by City government to ensure the community is prepared for emergencies	12%	9	71%	9	0.0340	6
Quality of parks & recreation facilities & programs	15%	6	79%	5	0.0320	7
Effectiveness of City communication with the public	12%	8	77%	6	0.0270	8
Quality of public safety services	15%	7	90%	1	0.0151	9
Quality of library services	4%	12	76%	8	0.0107	10
Quality of water utility services	5%	11	85%	4	0.0073	11
Quality of solid waste services	5%	10	90%	2	0.0055	12
Quality & timeliness of the City's permitting & inspection process	1%	15	54%	11	0.0051	13
Quality of customer services you receive from City employees	2%	14	77%	7	0.0044	14
Quality of wastewater/sewer services	3%	13	85%	3	0.0041	15

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first & second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Burleson, Texas

Police Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Visibility of police in neighborhoods	46%	1	48%	10	0.2376	1
Visibility of police in commercial & retail areas	45%	2	52%	9	0.2150	2
High Priority (IS .10-.20)						
Efforts by the city government to prevent crime	43%	3	62%	8	0.1646	3
Medium Priority (IS <.10)						
Enforcement of City traffic laws	28%	4	69%	6	0.0892	4
Efforts of city's police department to collaborate with the public to address concerns	23%	5	73%	5	0.0622	5
How quickly police respond to emergencies	19%	6	81%	2	0.0363	6
Quality of police community outreach programs	11%	8	68%	7	0.0350	7
Quality of police services	13%	7	83%	1	0.0232	8
Efforts of city's police department to communicate with the public via social media	10%	9	76%	4	0.0231	9
911 service provided by dispatch operators	6%	10	77%	3	0.0124	10

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first & second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Burleson, Texas

Communication

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Overall level of public involvement in local decision making	35%	2	39%	9	0.2170	1
High Priority (IS .10-.20)						
How easy it is to find information when visiting City's website	43%	1	61%	6	0.1674	2
Availability of information on City services & programs	33%	3	63%	5	0.1211	3
Medium Priority (IS <.10)						
Timeliness of information provided by the City	26%	4	63%	4	0.0937	4
Access to information about City's finances & budget	15%	6	46%	7	0.0805	5
How easy it is to receive information when calling the City	18%	5	66%	3	0.0609	6
Overall quality of City's social media	14%	7	74%	1	0.0368	7
Overall quality of City's newsletter	10%	8	72%	2	0.0275	8
City's open records request process	4%	9	42%	8	0.0239	9

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first and second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Burleson, Texas

Fire Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS <.10)						
Quality of fire safety education programs	20%	5	68%	5	0.0644	1
Efforts of City's fire department to collaborate with the public via social media	18%	7	65%	7	0.0612	2
Quality of fire community outreach programs	18%	6	66%	6	0.0612	3
How quickly fire & rescue personnel respond to emergencies	36%	2	87%	3	0.0454	4
Efforts of City's fire department to collaborate with the public to address concerns	23%	4	81%	4	0.0447	5
Emergency medical services	36%	1	88%	1	0.0432	6
Emergency fire services	32%	3	88%	2	0.0402	7

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first & second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Burleson, Texas

Parks and Recreation Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Medium Priority (IS <.10)						
Quality of programs for people with disabilities	14%	8	39%	12	0.0873	1
Number/connectivity of walking/biking trails	21%	3	61%	8	0.0815	2
Quality of City senior citizen programs	16%	6	53%	10	0.0774	3
Quality of recreation programs	14%	9	61%	7	0.0534	4
Quality of City youth athletic programs	13%	10	60%	9	0.0524	5
Quality of City trails	19%	5	73%	6	0.0503	6
Maintenance of City parks	33%	1	85%	1	0.0501	7
Quality of City recreation facilities	19%	4	74%	4	0.0492	8
Quality of City parks	23%	2	78%	3	0.0490	9
Number of parks	15%	7	73%	5	0.0406	10
Quality of City adult athletic programs	5%	12	50%	11	0.0266	11
Quality of City produced special events	11%	11	79%	2	0.0224	12

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first & second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Burleson, Texas

Infrastructure

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Overall maintenance of neighborhood streets	40%	1	41%	9	0.2360	1
Overall maintenance of major city streets	37%	2	40%	10	0.2229	2
High Priority (IS .10-.20)						
Overall maintenance of major roadways TxDOT roadways	34%	3	55%	4	0.1537	3
Adequacy of street lighting	30%	4	53%	6	0.1394	4
Adequacy of lighting along trails & in City parks	20%	7	35%	11	0.1276	5
Overall quantity & quality of City sidewalks including accesibility	22%	6	46%	8	0.1174	6
Adequacy of drainage systems in rainfall events	22%	5	54%	5	0.1028	7
Medium Priority (IS <.10)						
Appearance/ condition of City medians, right of ways, & public areas	13%	8	63%	3	0.0482	8
Mowing & tree trimming along streets & other public areas	9%	9	66%	2	0.0286	9
On-street bicycle infrastructure	6%	11	51%	7	0.0278	10
Overall condition of street signs & traffic signs	7%	10	75%	1	0.0175	11

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first & second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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2024 Importance-Satisfaction Rating

Burleson, Texas

City Codes

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
High Priority (IS .10-.20)						
City's efforts to enforce cleanup of trash & debris on private property	30%	2	48%	6	0.1543	1
City's effort to enforce upkeep of residential property	24%	3	48%	5	0.1261	2
City's efforts to enforce restaurants/ food service cleanliness	33%	1	62%	1	0.1229	3
City's efforts to identify & remove abandoned or dilapidated structures	20%	4	49%	4	0.1021	4
Medium Priority (IS <.10)						
City's efforts to enforce mowing & cutting of weeds on private property	18%	5	47%	7	0.0966	5
Overall quality of City's code compliance operations	15%	6	53%	3	0.0689	6
City's efforts to enforce sign regulations	5%	7	59%	2	0.0218	7

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %:

The "Most Important" percentage represents the sum of the first & second most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %:

The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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Tabular Data

Q1. Overall Ratings of Burleson. Please rate the City of Burleson with each of the following.

(N=433)

	Excellent	Good	Neutral	Below average	Poor	Don't know
Q1-1. As a place to live	33.3%	59.6%	6.0%	0.9%	0.2%	0.0%
Q1-2. As a place to raise children	26.8%	51.5%	8.5%	1.8%	0.2%	11.1%
Q1-3. As a place to work	14.8%	26.3%	21.0%	4.8%	3.0%	30.0%
Q1-4. As a place to retire	20.6%	33.7%	19.6%	7.4%	4.4%	14.3%
Q1-5. As a place you are proud to call home	37.6%	47.8%	12.5%	1.4%	0.5%	0.2%
Q1-6. Overall quality of services provided by City of Burleson	29.3%	52.4%	11.1%	4.4%	0.9%	1.8%

WITHOUT "DON'T KNOW"

Q1. Overall Ratings of Burleson. Please rate the City of Burleson with each of the following. (without "don't know")

(N=433)

	Excellent	Good	Neutral	Below average	Poor
Q1-1. As a place to live	33.3%	59.6%	6.0%	0.9%	0.2%
Q1-2. As a place to raise children	30.1%	57.9%	9.6%	2.1%	0.3%
Q1-3. As a place to work	21.1%	37.6%	30.0%	6.9%	4.3%
Q1-4. As a place to retire	24.0%	39.4%	22.9%	8.6%	5.1%
Q1-5. As a place you are proud to call home	37.7%	47.9%	12.5%	1.4%	0.5%
Q1-6. Overall quality of services provided by City of Burleson	29.9%	53.4%	11.3%	4.5%	0.9%

Q2. Overall. Please rate your overall satisfaction of these major categories of services provided by the City of Burleson.

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q2-1. Effectiveness of City communication with the public	26.8%	48.7%	16.2%	5.5%	0.5%	2.3%
Q2-2. Enforcement of local codes & ordinances	12.5%	40.0%	27.3%	11.1%	2.3%	6.9%
Q2-3. Flow of traffic & congestion on TxDOT roadways (SH174/Wilshire Blvd., FM 731/John Jones Dr., I-35W)	2.5%	11.3%	18.0%	39.5%	28.4%	0.2%
Q2-4. Flow of traffic & congestion on City roadways (non-TxDOT streets)	6.0%	31.9%	25.4%	24.2%	12.0%	0.5%
Q2-5. Maintenance of City streets & sidewalks	6.7%	30.5%	21.2%	28.6%	12.2%	0.7%
Q2-6. Quality of customer service you receive from City employees	24.7%	40.6%	16.6%	2.1%	0.9%	15.0%
Q2-7. Quality of parks & recreation facilities & programs	30.0%	45.3%	13.6%	4.8%	1.4%	4.8%
Q2-8. Quality of public safety services (police, fire, EMS, public safety communications)	40.6%	46.2%	8.5%	0.2%	0.7%	3.7%
Q2-9. Quality of library services	30.9%	28.6%	16.4%	1.6%	1.2%	21.2%
Q2-10. Quality of solid waste services (garbage, yard waste, recycling, bulky item pickup)	49.0%	39.0%	6.7%	2.3%	1.2%	1.8%
Q2-11. Quality of wastewater/sewer services	32.8%	47.6%	11.8%	0.9%	1.2%	5.8%
Q2-12. Quality of water utility services	32.3%	47.8%	10.9%	2.8%	1.2%	5.1%

Q2. Overall. Please rate your overall satisfaction of these major categories of services provided by the City of Burleson.

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q2-13. Quality & timeliness of City's permitting & inspection process	8.8%	21.9%	22.6%	3.2%	0.9%	42.5%
Q2-14. Value that you receive for your City tax dollars & fees	10.2%	37.0%	27.3%	15.2%	6.0%	4.4%
Q2-15. Efforts by City government to ensure the community is prepared for emergencies	22.2%	40.2%	20.6%	3.9%	0.7%	12.5%

WITHOUT "DON'T KNOW"

Q2. Overall. Please rate your overall satisfaction of these major categories of services provided by the City of Burleson. (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q2-1. Effectiveness of City communication with the public	27.4%	49.9%	16.5%	5.7%	0.5%
Q2-2. Enforcement of local codes & ordinances	13.4%	42.9%	29.3%	11.9%	2.5%
Q2-3. Flow of traffic & congestion on TxDOT roadways (SH174/ Wilshire Blvd., FM 731/ John Jones Dr., I-35W)	2.5%	11.3%	18.1%	39.6%	28.5%
Q2-4. Flow of traffic & congestion on City roadways (non-TxDOT streets)	6.0%	32.0%	25.5%	24.4%	12.1%
Q2-5. Maintenance of City streets & sidewalks	6.7%	30.7%	21.4%	28.8%	12.3%
Q2-6. Quality of customer service you receive from City employees	29.1%	47.8%	19.6%	2.4%	1.1%
Q2-7. Quality of parks & recreation facilities & programs	31.6%	47.6%	14.3%	5.1%	1.5%
Q2-8. Quality of public safety services (police, fire, EMS, public safety communications)	42.2%	48.0%	8.9%	0.2%	0.7%
Q2-9. Quality of library services	39.3%	36.4%	20.8%	2.1%	1.5%
Q2-10. Quality of solid waste services (garbage, yard waste, recycling, bulky item pickup)	49.9%	39.8%	6.8%	2.4%	1.2%

WITHOUT "DON'T KNOW"

Q2. Overall. Please rate your overall satisfaction of these major categories of services provided by the City of Burleson. (without "don't know")

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q2-11. Quality of wastewater/sewer services	34.8%	50.5%	12.5%	1.0%	1.2%
Q2-12. Quality of water utility services	34.1%	50.4%	11.4%	2.9%	1.2%
Q2-13. Quality & timeliness of City's permitting & inspection process	15.3%	38.2%	39.4%	5.6%	1.6%
Q2-14. Value that you receive for your City tax dollars & fees	10.6%	38.6%	28.5%	15.9%	6.3%
Q2-15. Efforts by City government to ensure the community is prepared for emergencies	25.3%	45.9%	23.5%	4.5%	0.8%

Q3. Which THREE of the services listed in Question 2 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q3. Top choice	Number	Percent
Effectiveness of City communication with the public	14	3.2 %
Enforcement of local codes & ordinances	25	5.8 %
Flow of traffic & congestion on TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	206	47.6 %
Flow of traffic & congestion on City roadways (non- TxDOT streets)	23	5.3 %
Maintenance of City streets & sidewalks	66	15.2 %
Quality of customer service you receive from City employees	2	0.5 %
Quality of parks & recreation facilities & programs	14	3.2 %
Quality of public safety services (police, fire, EMS, public safety communications)	24	5.5 %
Quality of library services	5	1.2 %
Quality of solid waste services (garbage, yard waste, recycling, bulky item pickup)	6	1.4 %
Quality of wastewater/sewer services	1	0.2 %
Quality of water utility services	2	0.5 %
Quality & timeliness of City's permitting & inspection process	1	0.2 %
Value that you receive for your City tax dollars & fees	14	3.2 %
Efforts by City government to ensure community is prepared for emergencies	10	2.3 %
None chosen	20	4.6 %
Total	433	100.0 %

Q3. Which THREE of the services listed in Question 2 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q3. 2nd choice	Number	Percent
Effectiveness of City communication with the public	17	3.9 %
Enforcement of local codes & ordinances	21	4.8 %
Flow of traffic & congestion on TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	76	17.6 %
Flow of traffic & congestion on City roadways (non- TxDOT streets)	94	21.7 %
Maintenance of City streets & sidewalks	72	16.6 %
Quality of customer service you receive from City employees	3	0.7 %
Quality of parks & recreation facilities & programs	26	6.0 %
Quality of public safety services (police, fire, EMS, public safety communications)	21	4.8 %
Quality of library services	7	1.6 %
Quality of solid waste services (garbage, yard waste, recycling, bulky item pickup)	7	1.6 %
Quality of wastewater/sewer services	5	1.2 %
Quality of water utility services	9	2.1 %
Value that you receive for your City tax dollars & fees	34	7.9 %
Efforts by City government to ensure community is prepared for emergencies	12	2.8 %
None chosen	29	6.7 %
Total	433	100.0 %

Q3. Which THREE of the services listed in Question 2 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q3. 3rd choice	Number	Percent
Effectiveness of City communication with the public	21	4.8 %
Enforcement of local codes & ordinances	37	8.5 %
Flow of traffic & congestion on TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	34	7.9 %
Flow of traffic & congestion on City roadways (non- TxDOT streets)	48	11.1 %
Maintenance of City streets & sidewalks	77	17.8 %
Quality of customer service you receive from City employees	3	0.7 %
Quality of parks & recreation facilities & programs	27	6.2 %
Quality of public safety services (police, fire, EMS, public safety communications)	22	5.1 %
Quality of library services	7	1.6 %
Quality of solid waste services (garbage, yard waste, recycling, bulky item pickup)	10	2.3 %
Quality of wastewater/sewer services	6	1.4 %
Quality of water utility services	9	2.1 %
Quality & timeliness of City's permitting & inspection process	4	0.9 %
Value that you receive for your City tax dollars & fees	45	10.4 %
Efforts by City government to ensure community is prepared for emergencies	29	6.7 %
None chosen	54	12.5 %
Total	433	100.0 %

Q3. Which THREE of the services listed in Question 2 do you think are MOST IMPORTANT for the City to focus on over the next year? (top 3)

Q3. Top choice	Number	Percent
Effectiveness of City communication with the public	52	12.0 %
Enforcement of local codes & ordinances	83	19.2 %
Flow of traffic & congestion on TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	316	73.0 %
Flow of traffic & congestion on City roadways (non- TxDOT streets)	165	38.1 %
Maintenance of City streets & sidewalks	215	49.7 %
Quality of customer service you receive from City employees	8	1.8 %
Quality of parks & recreation facilities & programs	67	15.5 %
Quality of public safety services (police, fire, EMS, public safety communications)	67	15.5 %
Quality of library services	19	4.4 %
Quality of solid waste services (garbage, yard waste, recycling, bulky item pickup)	23	5.3 %
Quality of wastewater/sewer services	12	2.8 %
Quality of water utility services	20	4.6 %
Quality & timeliness of City's permitting & inspection process	5	1.2 %
Value that you receive for your City tax dollars & fees	93	21.5 %
Efforts by City government to ensure community is prepared for emergencies	51	11.8 %
None chosen	20	4.6 %
Total	1216	

Q4. Feeling of Safety. Please rate your feeling of safety in each of the following situations.

(N=433)

	Very safe	Safe	Neutral	Unsafe	Very unsafe	Don't know
Q4-1. In the City of Burleson	24.0%	63.3%	10.2%	1.8%	0.2%	0.5%
Q4-2. In your neighborhood during the day	48.7%	46.9%	3.0%	0.9%	0.0%	0.5%
Q4-3. In your neighborhood at night	26.6%	51.7%	15.7%	4.8%	0.5%	0.7%
Q4-4. In City parks, trails, & recreation areas	12.2%	53.6%	22.2%	4.2%	0.2%	7.6%
Q4-5. In commercial & retail areas	13.2%	52.0%	26.1%	7.2%	0.2%	1.4%

WITHOUT "DON'T KNOW"

Q4. Feeling of Safety. Please rate your feeling of safety in each of the following situations. (without "don't know")

(N=433)

	Very safe	Safe	Neutral	Unsafe	Very unsafe
Q4-1. In the City of Burleson	24.1%	63.6%	10.2%	1.9%	0.2%
Q4-2. In your neighborhood during the day	49.0%	47.1%	3.0%	0.9%	0.0%
Q4-3. In your neighborhood at night	26.7%	52.1%	15.8%	4.9%	0.5%
Q4-4. In City parks, trails, & recreation areas	13.3%	58.0%	24.0%	4.5%	0.3%
Q4-5. In commercial & retail areas	13.3%	52.7%	26.5%	7.3%	0.2%

Q5. Police Services. Please rate your satisfaction of the following.

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q5-1. Efforts of City's police department to collaborate with the public to address concerns	24.9%	40.9%	21.0%	1.8%	1.2%	10.2%
Q5-2. Efforts of City's police department to communicate with the public via social media	24.9%	42.5%	16.4%	3.7%	0.9%	11.5%
Q5-3. Enforcement of traffic laws	19.2%	46.9%	15.0%	10.9%	4.4%	3.7%
Q5-4. How quickly police respond to emergencies	23.6%	35.1%	12.5%	0.9%	0.2%	27.7%
Q5-5. Efforts by City government to prevent crime	15.9%	36.0%	24.2%	6.2%	1.6%	15.9%
Q5-6. Quality of police services	27.9%	48.3%	13.4%	1.6%	0.9%	7.9%
Q5-7. Quality of police community outreach programs	21.2%	30.9%	21.9%	2.3%	0.7%	22.9%
Q5-8. Visibility of police in commercial & retail areas	15.0%	34.6%	28.6%	15.5%	1.6%	4.6%
Q5-9. Visibility of police in neighborhoods	13.9%	32.6%	32.8%	15.2%	2.3%	3.2%
Q5-10. 911 service provided by dispatch operators	24.0%	23.6%	12.9%	0.7%	0.2%	38.6%

WITHOUT "DON'T KNOW"

Q5. Police Services. Please rate your satisfaction of the following. (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q5-1. Efforts of City's police department to collaborate with the public to address concerns	27.8%	45.5%	23.4%	2.1%	1.3%
Q5-2. Efforts of City's police department to communicate with the public via social media	28.2%	48.0%	18.5%	4.2%	1.0%
Q5-3. Enforcement of traffic laws	19.9%	48.7%	15.6%	11.3%	4.6%
Q5-4. How quickly police respond to emergencies	32.6%	48.6%	17.3%	1.3%	0.3%
Q5-5. Efforts by City government to prevent crime	19.0%	42.9%	28.8%	7.4%	1.9%
Q5-6. Quality of police services	30.3%	52.4%	14.5%	1.8%	1.0%
Q5-7. Quality of police community outreach programs	27.5%	40.1%	28.4%	3.0%	0.9%
Q5-8. Visibility of police in commercial & retail areas	15.7%	36.3%	30.0%	16.2%	1.7%
Q5-9. Visibility of police in neighborhoods	14.3%	33.7%	33.9%	15.8%	2.4%
Q5-10. 911 service provided by dispatch operators	39.1%	38.3%	21.1%	1.1%	0.4%

Q6. Which THREE of the services listed in Question 5 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q6. Top choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's police department to collaborate with the public to address concerns	36	8.3 %
Efforts of City's police department to communicate with the public via social media	11	2.5 %
Enforcement of City traffic laws	75	17.3 %
How quickly police respond to emergencies	40	9.2 %
Efforts by City government to prevent crime	76	17.6 %
Quality of police services	11	2.5 %
Quality of police community outreach programs	13	3.0 %
Visibility of police in commercial & retail areas	59	13.6 %
Visibility of police in neighborhoods	50	11.5 %
911 service provided by dispatch operators	8	1.8 %
None chosen	54	12.5 %
Total	433	100.0 %

Q6. Which THREE of the services listed in Question 5 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q6. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's police department to collaborate with the public to address concerns	25	5.8 %
Efforts of City's police department to communicate with the public via social media	13	3.0 %
Enforcement of City traffic laws	26	6.0 %
How quickly police respond to emergencies	24	5.5 %
Efforts by City government to prevent crime	71	16.4 %
Quality of police services	28	6.5 %
Quality of police community outreach programs	11	2.5 %
Visibility of police in commercial & retail areas	76	17.6 %
Visibility of police in neighborhoods	75	17.3 %
911 service provided by dispatch operators	5	1.2 %
None chosen	79	18.2 %
Total	433	100.0 %

Q6. Which THREE of the services listed in Question 5 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q6. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's police department to collaborate with the public to address concerns	40	9.2 %
Efforts of City's police department to communicate with the public via social media	18	4.2 %
Enforcement of City traffic laws	22	5.1 %
How quickly police respond to emergencies	20	4.6 %
Efforts by City government to prevent crime	40	9.2 %
Quality of police services	19	4.4 %
Quality of police community outreach programs	23	5.3 %
Visibility of police in commercial & retail areas	59	13.6 %
Visibility of police in neighborhoods	73	16.9 %
911 service provided by dispatch operators	11	2.5 %
None chosen	108	24.9 %
Total	433	100.0 %

Q6. Which THREE of the services listed in Question 5 do you think are MOST IMPORTANT for the City to focus on over the next year? (top 3)

<u>Q6. Top choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's police department to collaborate with the public to address concerns	101	23.3 %
Efforts of City's police department to communicate with the public via social media	42	9.7 %
Enforcement of City traffic laws	123	28.4 %
How quickly police respond to emergencies	84	19.4 %
Efforts by City government to prevent crime	187	43.2 %
Quality of police services	58	13.4 %
Quality of police community outreach programs	47	10.9 %
Visibility of police in commercial & retail areas	194	44.8 %
Visibility of police in neighborhoods	198	45.7 %
911 service provided by dispatch operators	24	5.5 %
None chosen	54	12.5 %
Total	1112	

Q7. Fire Services. Please rate your satisfaction of the following.

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q7-1. Efforts of City's fire department to collaborate with the public to address concerns	26.1%	38.1%	14.1%	0.9%	0.2%	20.6%
Q7-2. Efforts of City's fire department to communicate with the public via social media	18.0%	29.6%	23.3%	1.8%	0.2%	27.0%
Q7-3. Emergency fire services	30.3%	32.1%	8.5%	0.0%	0.2%	28.9%
Q7-4. Emergency medical services	31.2%	33.0%	7.9%	0.5%	0.5%	27.0%
Q7-5. How quickly fire & rescue personnel respond to emergencies	33.3%	27.9%	7.9%	0.7%	0.2%	30.0%
Q7-6. Quality of fire community outreach programs	20.3%	23.1%	20.1%	2.1%	0.2%	34.2%
Q7-7. Quality of fire safety education programs	19.4%	24.5%	18.2%	1.8%	0.2%	35.8%

WITHOUT "DON'T KNOW"

Q7. Fire Services. Please rate your satisfaction of the following. (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q7-1. Efforts of City's fire department to collaborate with the public to address concerns	32.8%	48.0%	17.7%	1.2%	0.3%
Q7-2. Efforts of City's fire department to communicate with the public via social media	24.7%	40.5%	32.0%	2.5%	0.3%
Q7-3. Emergency fire services	42.5%	45.1%	12.0%	0.0%	0.3%
Q7-4. Emergency medical services	42.7%	45.3%	10.8%	0.6%	0.6%
Q7-5. How quickly fire & rescue personnel respond to emergencies	47.5%	39.9%	11.2%	1.0%	0.3%
Q7-6. Quality of fire community outreach programs	30.9%	35.1%	30.5%	3.2%	0.4%
Q7-7. Quality of fire safety education programs	30.2%	38.1%	28.4%	2.9%	0.4%

Q8. Which THREE of the services listed in Question 7 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q8. Top choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's fire department to collaborate with the public to address concerns	44	10.2 %
Efforts of City's fire department to communicate with the public via social media	31	7.2 %
Emergency fire services	65	15.0 %
Emergency medical services	39	9.0 %
How quickly fire & rescue personnel respond to emergencies	55	12.7 %
Quality of fire community outreach programs	28	6.5 %
Quality of fire safety education programs	27	6.2 %
None chosen	144	33.3 %
Total	433	100.0 %

Q8. Which THREE of the services listed in Question 7 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q8. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's fire department to collaborate with the public to address concerns	27	6.2 %
Efforts of City's fire department to communicate with the public via social media	26	6.0 %
Emergency fire services	47	10.9 %
Emergency medical services	79	18.2 %
How quickly fire & rescue personnel respond to emergencies	29	6.7 %
Quality of fire community outreach programs	27	6.2 %
Quality of fire safety education programs	31	7.2 %
None chosen	167	38.6 %
Total	433	100.0 %

Q8. Which THREE of the services listed in Question 7 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q8. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's fire department to collaborate with the public to address concerns	30	6.9 %
Efforts of City's fire department to communicate with the public via social media	19	4.4 %
Emergency fire services	28	6.5 %
Emergency medical services	38	8.8 %
How quickly fire & rescue personnel respond to emergencies	72	16.6 %
Quality of fire community outreach programs	23	5.3 %
Quality of fire safety education programs	30	6.9 %
None chosen	193	44.6 %
Total	433	100.0 %

Q8. Which THREE of the services listed in Question 7 do you think are MOST IMPORTANT for the City to focus on over the next year? (top 3)

<u>Q8. Top choice</u>	<u>Number</u>	<u>Percent</u>
Efforts of City's fire department to collaborate with the public to address concerns	101	23.3 %
Efforts of City's fire department to communicate with the public via social media	76	17.6 %
Emergency fire services	140	32.3 %
Emergency medical services	156	36.0 %
How quickly fire & rescue personnel respond to emergencies	156	36.0 %
Quality of fire community outreach programs	78	18.0 %
Quality of fire safety education programs	88	20.3 %
None chosen	144	33.3 %
Total	939	

Q9. Communication. Please rate your satisfaction of the following.

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q9-1. How easy it is to find information when visiting City's website	15.2%	43.0%	20.1%	14.5%	2.8%	4.4%
Q9-2. How easy it is to receive information when calling City	14.5%	33.9%	20.3%	3.7%	1.4%	26.1%
Q9-3. Overall quality of City's social media (Facebook, Instagram, etc.)	18.2%	44.6%	19.2%	2.1%	0.5%	15.5%
Q9-4. Overall quality of City's newsletter	20.1%	42.5%	19.4%	4.4%	0.9%	12.7%
Q9-5. Availability of information on City services & programs	16.9%	40.0%	24.9%	6.7%	1.4%	10.2%
Q9-6. Timeliness of information provided by City	17.3%	40.4%	25.4%	6.5%	1.4%	9.0%
Q9-7. Access to information about City's finances & budget	8.3%	23.8%	29.8%	6.9%	1.6%	29.6%
Q9-8. Overall level of public involvement in local decision making	8.3%	22.9%	31.9%	13.9%	3.7%	19.4%
Q9-9. City's open records request process	4.4%	14.1%	22.6%	2.3%	0.9%	55.7%

WITHOUT "DON'T KNOW"**Q9. Communication. Please rate your satisfaction of the following. (without "don't know")**

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q9-1. How easy it is to find information when visiting City's website	15.9%	44.9%	21.0%	15.2%	2.9%
Q9-2. How easy it is to receive information when calling City	19.7%	45.9%	27.5%	5.0%	1.9%
Q9-3. Overall quality of City's social media (Facebook, Instagram, etc.)	21.6%	52.7%	22.7%	2.5%	0.5%
Q9-4. Overall quality of City's newsletter	23.0%	48.7%	22.2%	5.0%	1.1%
Q9-5. Availability of information on City services & programs	18.8%	44.5%	27.8%	7.5%	1.5%
Q9-6. Timeliness of information provided by City	19.0%	44.4%	27.9%	7.1%	1.5%
Q9-7. Access to information about City's finances & budget	11.8%	33.8%	42.3%	9.8%	2.3%
Q9-8. Overall level of public involvement in local decision making	10.3%	28.4%	39.5%	17.2%	4.6%
Q9-9. City's open records request process	9.9%	31.8%	51.0%	5.2%	2.1%

Q10. Which THREE of the services listed in Question 9 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q10. Top choice</u>	<u>Number</u>	<u>Percent</u>
How easy it is to find information when visiting City's website	111	25.6 %
How easy it is to receive information when calling City	24	5.5 %
Overall quality of City's social media (Facebook, Instagram, etc.)	20	4.6 %
Overall quality of City's newsletter	10	2.3 %
Availability of information on City services & programs	43	9.9 %
Timeliness of information provided by City	20	4.6 %
Access to information about City's finances & budget	14	3.2 %
Overall level of public involvement in local decision making	67	15.5 %
City's open records request process	4	0.9 %
None chosen	120	27.7 %
Total	433	100.0 %

Q10. Which THREE of the services listed in Question 9 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q10. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
How easy it is to find information when visiting City's website	39	9.0 %
How easy it is to receive information when calling City	29	6.7 %
Overall quality of City's social media (Facebook, Instagram, etc.)	23	5.3 %
Overall quality of City's newsletter	17	3.9 %
Availability of information on City services & programs	61	14.1 %
Timeliness of information provided by City	41	9.5 %
Access to information about City's finances & budget	22	5.1 %
Overall level of public involvement in local decision making	48	11.1 %
City's open records request process	3	0.7 %
None chosen	150	34.6 %
Total	433	100.0 %

Q10. Which THREE of the services listed in Question 9 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q10. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
How easy it is to find information when visiting City's website	35	8.1 %
How easy it is to receive information when calling City	24	5.5 %
Overall quality of City's social media (Facebook, Instagram, etc.)	19	4.4 %
Overall quality of City's newsletter	15	3.5 %
Availability of information on City services & programs	39	9.0 %
Timeliness of information provided by City	50	11.5 %
Access to information about City's finances & budget	28	6.5 %
Overall level of public involvement in local decision making	38	8.8 %
City's open records request process	11	2.5 %
None chosen	174	40.2 %
Total	433	100.0 %

Q10. Which THREE of the services listed in Question 9 do you think are MOST IMPORTANT for the City to focus on over the next year? (top 3)

<u>Q10. Top choice</u>	<u>Number</u>	<u>Percent</u>
How easy it is to find information when visiting City's website	185	42.7 %
How easy it is to receive information when calling City	77	17.8 %
Overall quality of City's social media (Facebook, Instagram, etc.)	62	14.3 %
Overall quality of City's newsletter	42	9.7 %
Availability of information on City services & programs	143	33.0 %
Timeliness of information provided by City	111	25.6 %
Access to information about City's finances & budget	64	14.8 %
Overall level of public involvement in local decision making	153	35.3 %
City's open records request process	18	4.2 %
None chosen	120	27.7 %
Total	975	

Q11. Where do you currently get news and information about the City of Burleson?

Q11. Where do you currently get news & information about City of Burleson	Number	Percent
City email updates	125	28.9 %
Weekly eNewsletter	108	24.9 %
City's social media sites (Facebook, Instagram, etc.)	272	62.8 %
City website (burlesontx.com)	235	54.3 %
Local news outlets	55	12.7 %
Quarterly BTX Focus/newsletter	159	36.7 %
Other	18	4.2 %
Total	972	

Q12. From which TWO sources of information listed in Question 11 would you prefer to get information from the City?

Q12. Top choice	Number	Percent
City email updates	96	22.2 %
Weekly eNewsletter	69	15.9 %
City's social media sites (Facebook, Instagram, etc.)	119	27.5 %
City website (burlesontx.com)	68	15.7 %
Local news outlets	4	0.9 %
Quarterly BTX Focus/newsletter	16	3.7 %
Other	3	0.7 %
None chosen	58	13.4 %
Total	433	100.0 %

Q12. From which TWO sources of information listed in Question 11 would you prefer to get information from the City?

Q12. 2nd choice	Number	Percent
City email updates	46	10.6 %
Weekly eNewsletter	69	15.9 %
City's social media sites (Facebook, Instagram, etc.)	92	21.2 %
City website (burlesontx.com)	84	19.4 %
Local news outlets	21	4.8 %
Quarterly BTX Focus/newsletter	33	7.6 %
Other	4	0.9 %
None chosen	84	19.4 %
Total	433	100.0 %

Q12. From which TWO sources of information listed in Question 11 would you prefer to get information from the City? (top 2)

Q12. Top choice	Number	Percent
City email updates	142	32.8 %
Weekly eNewsletter	138	31.9 %
City's social media sites (Facebook, Instagram, etc.)	211	48.7 %
City website (burlesontx.com)	152	35.1 %
Local news outlets	25	5.8 %
Quarterly BTX Focus/newsletter	49	11.3 %
Other	7	1.6 %
None chosen	58	13.4 %
Total	782	

Q13. Have you visited the City's website (burlesontx.com) during the past 6 months?

Q13. Have you visited City's website during past 6 months	Number	Percent
Yes	356	82.2 %
No	77	17.8 %
Total	433	100.0 %

Q13a. What was the reason for your most recent visit to the City's website?

Q13a. Reason for your most recent visit to City's website	Number	Percent
Pay a bill	96	27.0 %
Contact City	30	8.4 %
Zoning/development information	60	16.9 %
Report an issue	23	6.5 %
Request a service	19	5.3 %
Open record request	2	0.6 %
Other	110	30.9 %
Not provided	16	4.5 %
Total	356	100.0 %

WITHOUT "NOT PROVIDED"**Q13a. What was the reason for your most recent visit to the City's website? (without "not provided")**

Q13a. Reason for your most recent visit to City's website	Number	Percent
Pay a bill	96	28.2 %
Contact City	30	8.8 %
Zoning/development information	60	17.6 %
Report an issue	23	6.8 %
Request a service	19	5.6 %
Open record request	2	0.6 %
Other	110	32.4 %
Total	340	100.0 %

Q13b. How easy was it to find the information you needed on the City's website?

Q13b. How easy was it to find information you needed on City's website

	Number	Percent
Very easy	114	32.0 %
Somewhat easy	163	45.8 %
Difficult	60	16.9 %
Very difficult	13	3.7 %
Not provided	6	1.7 %
Total	356	100.0 %

WITHOUT "NOT PROVIDED"

Q13b. How easy was it to find the information you needed on the City's website? (without "not provided")

Q13b. How easy was it to find information you needed on City's website

	Number	Percent
Very easy	114	32.6 %
Somewhat easy	163	46.6 %
Difficult	60	17.1 %
Very difficult	13	3.7 %
Total	350	100.0 %

Q14. Have you contacted the City of Burleson with a question, problem complaint, or to request a service during the past year?

Q14. Have you contacted City with a question, problem complaint, or to request a service during past year

	Number	Percent
Yes	164	37.9 %
No	269	62.1 %
Total	433	100.0 %

Q14a. How easy was it to contact the person you needed to reach?

Q14a. How easy was it to contact the person you needed to reach

	Number	Percent
Very easy	74	45.1 %
Somewhat easy	56	34.1 %
Difficult	28	17.1 %
Very difficult	5	3.0 %
Not provided	1	0.6 %
Total	164	100.0 %

WITHOUT "NOT PROVIDED"**Q14a. How easy was it to contact the person you needed to reach? (without "not provided")**

Q14a. How easy was it to contact the person you needed to reach

	Number	Percent
Very easy	74	45.4 %
Somewhat easy	56	34.4 %
Difficult	28	17.2 %
Very difficult	5	3.1 %
Total	163	100.0 %

Q14b. What department did you contact?

<u>Q14b. What department did you contact</u>	<u>Number</u>	<u>Percent</u>
Police	17	10.4 %
Fire	1	0.6 %
Development Services	5	3.0 %
Animal Services	20	12.2 %
Parks & Recreation	14	8.5 %
Code Compliance	39	23.8 %
Public Works	43	26.2 %
Utility Billing	35	21.3 %
Communications	2	1.2 %
Municipal Court	3	1.8 %
Environmental Services	8	4.9 %
311	9	5.5 %
Other	21	12.8 %
Total	217	

Q14c. Please rate how often the employees you contacted during the past year have displayed the following.

(N=164)

	Always	Usually	Sometimes	Seldom	Never	Don't know
Q14c-1. They did what they said they would do in a timely manner	47.0%	23.8%	10.4%	4.9%	3.7%	10.4%
Q14c-2. They gave prompt, accurate & complete answers to questions	45.1%	23.8%	12.2%	6.7%	3.7%	8.5%
Q14c-3. They helped me resolve an issue to my satisfaction	45.1%	20.1%	6.1%	10.4%	8.5%	9.8%
Q14c-4. They made it easy for me to handle my request	43.3%	26.8%	9.8%	6.7%	5.5%	7.9%
Q14c-5. They were courteous & polite	68.9%	17.1%	4.9%	1.8%	2.4%	4.9%
Q14c-6. Overall quality of service provided by City employees	51.2%	26.8%	6.1%	4.9%	3.0%	7.9%

WITHOUT "DON'T KNOW"

Q14c. Please rate how often the employees you contacted during the past year have displayed the following. (without "don't know")

(N=164)

	Always	Usually	Sometimes	Seldom	Never
Q14c-1. They did what they said they would do in a timely manner	52.4%	26.5%	11.6%	5.4%	4.1%
Q14c-2. They gave prompt, accurate & complete answers to questions	49.3%	26.0%	13.3%	7.3%	4.0%
Q14c-3. They helped me resolve an issue to my satisfaction	50.0%	22.3%	6.8%	11.5%	9.5%
Q14c-4. They made it easy for me to handle my request	47.0%	29.1%	10.6%	7.3%	6.0%
Q14c-5. They were courteous & polite	72.4%	17.9%	5.1%	1.9%	2.6%
Q14c-6. Overall quality of service provided by City employees	55.6%	29.1%	6.6%	5.3%	3.3%

Q15. Have you contacted the City of Burleson 311 with a question, problem complaint, or to request a service during the past year?

Q15. Have you contacted City of Burleson 311 with a question, problem complaint, or to request a service during past year

	Number	Percent
Yes	49	11.3 %
No	291	67.2 %
Not familiar with this service	83	19.2 %
Not provided	10	2.3 %
Total	433	100.0 %

WITHOUT "NOT PROVIDED"

Q15. Have you contacted the City of Burleson 311 with a question, problem complaint, or to request a service during the past year? (without "not provided")

Q15. Have you contacted City of Burleson 311 with a question, problem complaint, or to request a service during past year

	Number	Percent
Yes	49	11.6 %
No	291	68.8 %
Not familiar with this service	83	19.6 %
Total	423	100.0 %

Q15a. How did you contact 311?

<u>Q15a. How did you contact 311</u>	<u>Number</u>	<u>Percent</u>
Phone	31	63.3 %
Website	8	16.3 %
Smart phone application	9	18.4 %
Not provided	1	2.0 %
Total	49	100.0 %

WITHOUT "NOT PROVIDED"

Q15a. How did you contact 311? (without "not provided")

<u>Q15a. How did you contact 311</u>	<u>Number</u>	<u>Percent</u>
Phone	31	64.6 %
Website	8	16.7 %
Smart phone application	9	18.8 %
Total	48	100.0 %

Q15b. How easy was it to contact 311?

Q15b. How easy was it to contact 311	Number	Percent
Very easy	35	71.4 %
Somewhat easy	10	20.4 %
Difficult	3	6.1 %
Not provided	1	2.0 %
Total	49	100.0 %

WITHOUT "NOT PROVIDED"

Q15b. How easy was it to contact 311? (without "not provided")

Q15b. How easy was it to contact 311	Number	Percent
Very easy	35	72.9 %
Somewhat easy	10	20.8 %
Difficult	3	6.3 %
Total	48	100.0 %

Q15c. How did you hear about City of Burleson 311?

Q15c. How did you hear about City of Burleson

<u>311</u>	<u>Number</u>	<u>Percent</u>
City website	24	49.0 %
Referred by City employee	5	10.2 %
311 In Community (word of mouth)	1	2.0 %
Phone call to City & was transferred to 311	8	16.3 %
Social media	9	18.4 %
Not provided	2	4.1 %
Total	49	100.0 %

WITHOUT "NOT PROVIDED"

Q15c. How did you hear about City of Burleson 311? (without "not provided")

Q15c. How did you hear about City of Burleson

<u>311</u>	<u>Number</u>	<u>Percent</u>
City website	24	51.1 %
Referred by City employee	5	10.6 %
311 In Community (word of mouth)	1	2.1 %
Phone call to City & was transferred to 311	8	17.0 %
Social media	9	19.1 %
Total	47	100.0 %

Q15d. Please rate your experience with the 311 in the past year on the following:

(N=49)

	Always	Usually	Sometimes	Seldom	Never	Don't know
Q15d-1. They gave prompt, accurate & complete answers to questions	38.8%	24.5%	14.3%	6.1%	4.1%	12.2%
Q15d-2. Website & smart phone application was easy to use to submit requests	32.7%	20.4%	8.2%	6.1%	4.1%	28.6%
Q15d-3. I was able to track my request & get up-to-date information	30.6%	14.3%	6.1%	4.1%	10.2%	34.7%
Q15d-4. They were courteous & polite	63.3%	14.3%	4.1%	0.0%	2.0%	16.3%
Q15d-5. Service calls are being resolved to satisfaction	36.7%	16.3%	14.3%	14.3%	2.0%	16.3%

WITHOUT "DON'T KNOW"

Q15d. Please rate your experience with the 311 in the past year on the following: (without "don't know")

(N=49)

	Always	Usually	Sometimes	Seldom	Never
Q15d-1. They gave prompt, accurate & complete answers to questions	44.2%	27.9%	16.3%	7.0%	4.7%
Q15d-2. Website & smart phone application was easy to use to submit requests	45.7%	28.6%	11.4%	8.6%	5.7%
Q15d-3. I was able to track my request & get up-to-date information	46.9%	21.9%	9.4%	6.3%	15.6%
Q15d-4. They were courteous & polite	75.6%	17.1%	4.9%	0.0%	2.4%
Q15d-5. Service calls are being resolved to satisfaction	43.9%	19.5%	17.1%	17.1%	2.4%

Q16. Do you ever watch the City's online broadcast of City Council or Planning and Zoning Commission meetings?

Q16. Do you ever watch City's online broadcast of City Council or Planning & Zoning Commission meetings

	Number	Percent
Yes	88	20.3 %
No	345	79.7 %
Total	433	100.0 %

Q17. Parks and Recreation. Please rate your satisfaction of the following:

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q17-1. Maintenance of City parks	33.0%	47.1%	11.3%	2.1%	0.9%	5.5%
Q17-2. Number of parks	27.0%	40.9%	15.2%	8.5%	0.9%	7.4%
Q17-3. Quality of City trails	21.0%	39.7%	17.3%	3.7%	1.4%	16.9%
Q17-4. Number/connectivity of walking/biking trails	16.9%	33.5%	18.7%	10.9%	2.3%	17.8%
Q17-5. Quality of City parks	25.9%	46.9%	16.6%	3.2%	0.2%	7.2%
Q17-6. Quality of City recreation facilities	23.8%	41.6%	16.4%	4.8%	1.6%	11.8%
Q17-7. Quality of City produced special events	24.7%	42.7%	15.9%	1.8%	0.2%	14.5%
Q17-8. Quality of City adult athletic programs	9.2%	18.9%	25.4%	2.5%	0.5%	43.4%
Q17-9. Quality of City youth athletic programs	11.1%	25.4%	18.5%	4.4%	1.2%	39.5%
Q17-10. Quality of City senior citizen programs	9.2%	17.1%	20.1%	2.8%	0.7%	50.1%
Q17-11. Quality of recreation programs	12.2%	27.3%	21.9%	2.5%	0.5%	35.6%
Q17-12. Quality of programs for people with disabilities	6.0%	9.0%	18.9%	2.8%	2.3%	61.0%

WITHOUT "DON'T KNOW"**Q17. Parks and Recreation. Please rate your satisfaction of the following: (without "don't know")**

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q17-1. Maintenance of City parks	35.0%	49.9%	12.0%	2.2%	1.0%
Q17-2. Number of parks	29.2%	44.1%	16.5%	9.2%	1.0%
Q17-3. Quality of City trails	25.3%	47.8%	20.8%	4.4%	1.7%
Q17-4. Number/ connectivity of walking/ biking trails	20.5%	40.7%	22.8%	13.2%	2.8%
Q17-5. Quality of City parks	27.9%	50.5%	17.9%	3.5%	0.2%
Q17-6. Quality of City recreation facilities	27.0%	47.1%	18.6%	5.5%	1.8%
Q17-7. Quality of City produced special events	28.9%	50.0%	18.6%	2.2%	0.3%
Q17-8. Quality of City adult athletic programs	16.3%	33.5%	44.9%	4.5%	0.8%
Q17-9. Quality of City youth athletic programs	18.3%	42.0%	30.5%	7.3%	1.9%
Q17-10. Quality of City senior citizen programs	18.5%	34.3%	40.3%	5.6%	1.4%
Q17-11. Quality of recreation programs	19.0%	42.3%	34.1%	3.9%	0.7%
Q17-12. Quality of programs for people with disabilities	15.4%	23.1%	48.5%	7.1%	5.9%

Q18. Which THREE of the services listed in Question 17 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q18. Top choice	Number	Percent
Maintenance of City parks	78	18.0 %
Number of parks	22	5.1 %
Quality of City trails	23	5.3 %
Number/connectivity of walking/biking trails	40	9.2 %
Quality of City parks	31	7.2 %
Quality of City recreation facilities	26	6.0 %
Quality of City produced special events	13	3.0 %
Quality of City adult athletic programs	7	1.6 %
Quality of City youth athletic programs	26	6.0 %
Quality of City senior citizen programs	21	4.8 %
Quality of recreation programs	8	1.8 %
Quality of programs for people with disabilities	24	5.5 %
None chosen	114	26.3 %
Total	433	100.0 %

Q18. Which THREE of the services listed in Question 17 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q18. 2nd choice	Number	Percent
Maintenance of City parks	33	7.6 %
Number of parks	23	5.3 %
Quality of City trails	33	7.6 %
Number/connectivity of walking/biking trails	33	7.6 %
Quality of City parks	52	12.0 %
Quality of City recreation facilities	31	7.2 %
Quality of City produced special events	11	2.5 %
Quality of City adult athletic programs	7	1.6 %
Quality of City youth athletic programs	13	3.0 %
Quality of City senior citizen programs	25	5.8 %
Quality of recreation programs	20	4.6 %
Quality of programs for people with disabilities	14	3.2 %
None chosen	138	31.9 %
Total	433	100.0 %

Q18. Which THREE of the services listed in Question 17 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q18. 3rd choice	Number	Percent
Maintenance of City parks	33	7.6 %
Number of parks	21	4.8 %
Quality of City trails	25	5.8 %
Number/connectivity of walking/biking trails	18	4.2 %
Quality of City parks	15	3.5 %
Quality of City recreation facilities	25	5.8 %
Quality of City produced special events	22	5.1 %
Quality of City adult athletic programs	9	2.1 %
Quality of City youth athletic programs	18	4.2 %
Quality of City senior citizen programs	25	5.8 %
Quality of recreation programs	32	7.4 %
Quality of programs for people with disabilities	24	5.5 %
None chosen	166	38.3 %
Total	433	100.0 %

Q18. Which THREE of the services listed in Question 17 do you think are MOST IMPORTANT for the City to focus on over the next year? (top 3)

Q18. Top choice	Number	Percent
Maintenance of City parks	144	33.3 %
Number of parks	66	15.2 %
Quality of City trails	81	18.7 %
Number/connectivity of walking/biking trails	91	21.0 %
Quality of City parks	98	22.6 %
Quality of City recreation facilities	82	18.9 %
Quality of City produced special events	46	10.6 %
Quality of City adult athletic programs	23	5.3 %
Quality of City youth athletic programs	57	13.2 %
Quality of City senior citizen programs	71	16.4 %
Quality of recreation programs	60	13.9 %
Quality of programs for people with disabilities	62	14.3 %
None chosen	114	26.3 %
Total	995	

Q19. Refuse Collection. Please rate your satisfaction of the following:

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q19-1. Overall quality of City bulk trash/leaf/brush collection	46.7%	40.6%	6.5%	3.0%	0.7%	2.5%
Q19-2. Overall quality of curbside recycling collection	50.3%	37.4%	5.3%	3.0%	0.9%	3.0%
Q19-3. Overall quality of curbside trash/garbage collection	51.3%	37.4%	4.4%	3.5%	0.7%	2.8%
Q19-4. Overall quality of City's household hazardous waste disposal service (oil, paint, etc.)	24.2%	24.9%	14.5%	10.2%	2.1%	24.0%
Q19-5. Overall fees charged for trash/recycling collection	21.7%	37.6%	23.3%	7.4%	2.5%	7.4%

WITHOUT "DON'T KNOW"

Q19. Refuse Collection. Please rate your satisfaction of the following: (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q19-1. Overall quality of City bulk trash/leaf/brush collection	47.9%	41.7%	6.6%	3.1%	0.7%
Q19-2. Overall quality of curbside recycling collection	51.9%	38.6%	5.5%	3.1%	1.0%
Q19-3. Overall quality of curbside trash/garbage collection	52.7%	38.5%	4.5%	3.6%	0.7%
Q19-4. Overall quality of City's household hazardous waste disposal service (oil, paint, etc.)	31.9%	32.8%	19.1%	13.4%	2.7%
Q19-5. Overall fees charged for trash/recycling collection	23.4%	40.6%	25.2%	8.0%	2.7%

Q20. Utilities. Please rate your satisfaction of the following.

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q20-1. Timeliness of water/ sewer line break repairs	15.9%	28.4%	12.0%	2.3%	0.2%	41.1%
Q20-2. Overall fees charged for water/wastewater services	12.7%	31.4%	27.0%	15.7%	5.8%	7.4%
Q20-3. Utility billing customer service	21.9%	38.3%	18.2%	1.6%	0.9%	18.9%
Q20-4. Utility reliability (consistent delivery of water & sewer)	38.6%	48.0%	7.4%	0.5%	0.2%	5.3%
Q20-5. Overall quality of drinking water	27.0%	46.2%	13.2%	6.2%	1.6%	5.8%

WITHOUT "DON'T KNOW"

Q20. Utilities. Please rate your satisfaction of the following. (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q20-1. Timeliness of water/sewer line break repairs	27.1%	48.2%	20.4%	3.9%	0.4%
Q20-2. Overall fees charged for water/wastewater services	13.7%	33.9%	29.2%	17.0%	6.2%
Q20-3. Utility billing customer service	27.1%	47.3%	22.5%	2.0%	1.1%
Q20-4. Utility reliability (consistent delivery of water & sewer)	40.7%	50.7%	7.8%	0.5%	0.2%
Q20-5. Overall quality of drinking water	28.7%	49.0%	14.0%	6.6%	1.7%

Q21. Infrastructure. Please rate your satisfaction of the following:

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q21-1. Adequacy of street lighting	10.9%	41.3%	17.3%	25.2%	3.9%	1.4%
Q21-2. Adequacy of lighting along trails & in City parks	6.9%	18.0%	25.4%	17.3%	3.7%	28.6%
Q21-3. Adequacy of drainage systems in rainfall events	10.4%	40.2%	27.0%	13.4%	3.5%	5.5%
Q21-4. Appearance/condition of City medians, right of ways, & public areas	14.5%	46.9%	23.8%	11.1%	1.8%	1.8%
Q21-5. On-street bicycle infrastructure (bike lanes/signs/shared lane markings)	9.7%	34.6%	27.7%	10.2%	4.4%	13.4%
Q21-6. Overall condition of street signs & traffic signs	14.8%	59.4%	19.2%	4.6%	0.5%	1.6%
Q21-7. Overall maintenance of major TxDOT roadways (SH174/Wilshire Blvd., FM731/John Jones Dr., I-35W)	9.2%	44.8%	23.3%	15.0%	6.2%	1.4%
Q21-8. Overall maintenance of major City streets (non-TxDOT streets)	8.1%	31.9%	28.6%	22.2%	8.1%	1.2%
Q21-9. Overall maintenance of neighborhood streets	7.9%	32.6%	24.0%	27.0%	7.2%	1.4%
Q21-10. Overall quantity & quality of City sidewalks including accessibility	8.3%	35.3%	27.0%	19.4%	3.9%	6.0%
Q21-11. Mowing & tree trimming along streets & other public areas	11.8%	52.4%	22.9%	7.6%	2.1%	3.2%

WITHOUT "DON'T KNOW"**Q21. Infrastructure. Please rate your satisfaction of the following: (without "don't know")**

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q21-1. Adequacy of street lighting	11.0%	41.9%	17.6%	25.5%	4.0%
Q21-2. Adequacy of lighting along trails & in City parks	9.7%	25.2%	35.6%	24.3%	5.2%
Q21-3. Adequacy of drainage systems in rainfall events	11.0%	42.5%	28.6%	14.2%	3.7%
Q21-4. Appearance/condition of City medians, right of ways, & public areas	14.8%	47.8%	24.2%	11.3%	1.9%
Q21-5. On-street bicycle infrastructure (bike lanes/signs/shared lane markings)	11.2%	40.0%	32.0%	11.7%	5.1%
Q21-6. Overall condition of street signs & traffic signs	15.0%	60.3%	19.5%	4.7%	0.5%
Q21-7. Overall maintenance of major TxDOT roadways (SH174/Wilshire Blvd., FM731/John Jones Dr., I-35W)	9.4%	45.4%	23.7%	15.2%	6.3%
Q21-8. Overall maintenance of major City streets (non-TxDOT streets)	8.2%	32.2%	29.0%	22.4%	8.2%
Q21-9. Overall maintenance of neighborhood streets	8.0%	33.0%	24.4%	27.4%	7.3%
Q21-10. Overall quantity & quality of City sidewalks including accessibility	8.8%	37.6%	28.7%	20.6%	4.2%

WITHOUT "DON'T KNOW"

Q21. Infrastructure. Please rate your satisfaction of the following: (without "don't know")

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q21-11. Mowing & tree trimming along streets & other public areas	12.2%	54.2%	23.6%	7.9%	2.1%

Q22. Which THREE of the services listed in Question 21 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q22. Top choice	Number	Percent
Adequacy of City street lighting	70	16.2 %
Adequacy of lighting along trails & in City parks	32	7.4 %
Adequacy of drainage systems in rainfall events	42	9.7 %
Appearance/condition of City medians, right of ways, & public areas	19	4.4 %
On-street bicycle infrastructure (bike lanes/signs/shared lane markings)	7	1.6 %
Overall condition of street signs & traffic signs	3	0.7 %
Overall maintenance of major TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	73	16.9 %
Overall maintenance of major City streets (non-TxDOT streets)	49	11.3 %
Overall maintenance of neighborhood streets	41	9.5 %
Overall quantity & quality of City sidewalks including accessibility	28	6.5 %
Mowing & tree trimming along streets & other public areas	3	0.7 %
None chosen	66	15.2 %
Total	433	100.0 %

Q22. Which THREE of the services listed in Question 21 do you think are MOST IMPORTANT for the City to focus on over the next year?

Q22. 2nd choice	Number	Percent
Adequacy of City street lighting	28	6.5 %
Adequacy of lighting along trails & in City parks	36	8.3 %
Adequacy of drainage systems in rainfall events	24	5.5 %
Appearance/condition of City medians, right of ways, & public areas	16	3.7 %
On-street bicycle infrastructure (bike lanes/signs/shared lane markings)	10	2.3 %
Overall condition of street signs & traffic signs	11	2.5 %
Overall maintenance of major TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	44	10.2 %
Overall maintenance of major City streets (non-TxDOT streets)	74	17.1 %
Overall maintenance of neighborhood streets	72	16.6 %
Overall quantity & quality of City sidewalks including accessibility	24	5.5 %
Mowing & tree trimming along streets & other public areas	13	3.0 %
None chosen	81	18.7 %
Total	433	100.0 %

Q22. Which THREE of the services listed in Question 21 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q22. 3rd choice</u>	<u>Number</u>	<u>Percent</u>
Adequacy of City street lighting	30	6.9 %
Adequacy of lighting along trails & in City parks	17	3.9 %
Adequacy of drainage systems in rainfall events	30	6.9 %
Appearance/condition of City medians, right of ways, & public areas	21	4.8 %
On-street bicycle infrastructure (bike lanes/signs/shared lane markings)	8	1.8 %
Overall condition of street signs & traffic signs	17	3.9 %
Overall maintenance of major TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	30	6.9 %
Overall maintenance of major City streets (non-TxDOT streets)	39	9.0 %
Overall maintenance of neighborhood streets	60	13.9 %
Overall quantity & quality of City sidewalks including accessibility	43	9.9 %
Mowing & tree trimming along streets & other public areas	21	4.8 %
None chosen	117	27.0 %
Total	433	100.0 %

Q22. Which THREE of the services listed in Question 21 do you think are MOST IMPORTANT for the City to focus on over the next year? (top 3)

<u>Q22. Top choice</u>	<u>Number</u>	<u>Percent</u>
Adequacy of City street lighting	128	29.6 %
Adequacy of lighting along trails & in City parks	85	19.6 %
Adequacy of drainage systems in rainfall events	96	22.2 %
Appearance/condition of City medians, right of ways, & public areas	56	12.9 %
On-street bicycle infrastructure (bike lanes/signs/shared lane markings)	25	5.8 %
Overall condition of street signs & traffic signs	31	7.2 %
Overall maintenance of major TxDOT roadways (SH174/ Wilshire Blvd., FM731/John Jones Dr., I-35W)	147	33.9 %
Overall maintenance of major City streets (non-TxDOT streets)	162	37.4 %
Overall maintenance of neighborhood streets	173	40.0 %
Overall quantity & quality of City sidewalks including accessibility	95	21.9 %
Mowing & tree trimming along streets & other public areas	37	8.5 %
None chosen	66	15.2 %
Total	1101	

Q23. Economic Development and Development Services. Please rate your satisfaction of the following.

(N=433)

	Very supportive	Supportive	Neutral	Unsupportive	Very unsupportive	Don't know
Q23-1. Commercial/retail	24.7%	37.0%	18.9%	9.7%	7.4%	2.3%
Q23-2. Food/restaurant/entertainment	29.1%	38.6%	16.6%	8.5%	6.0%	1.2%
Q23-3. Heavy commercial/industrial	9.5%	22.2%	31.4%	16.9%	16.9%	3.2%
Q23-4. Single-family housing	27.5%	37.4%	16.9%	7.9%	8.5%	1.8%
Q23-5. Multi-family housing	7.4%	11.8%	18.2%	21.7%	38.6%	2.3%

WITHOUT "DON'T KNOW"

Q23. Economic Development and Development Services. Please rate your satisfaction of the following. (without "don't know")

(N=433)

	Very supportive	Supportive	Neutral	Unsupportive	Very unsupportive
Q23-1. Commercial/retail	25.3%	37.8%	19.4%	9.9%	7.6%
Q23-2. Food/restaurant/entertainment	29.4%	39.0%	16.8%	8.6%	6.1%
Q23-3. Heavy commercial/industrial	9.8%	22.9%	32.5%	17.4%	17.4%
Q23-4. Single-family housing	28.0%	38.1%	17.2%	8.0%	8.7%
Q23-5. Multi-family housing	7.6%	12.1%	18.7%	22.2%	39.5%

Q24. Animal Services. Please rate your satisfaction of the following:

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q24-1. Overall quality of City's animal control services	17.8%	35.6%	16.2%	3.7%	1.2%	25.6%
Q24-2. Overall quality of City's animal adoption services	19.2%	31.9%	14.5%	2.1%	0.2%	32.1%

WITHOUT "DON'T KNOW"

Q24. Animal Services. Please rate your satisfaction of the following: (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q24-1. Overall quality of City's animal control services	23.9%	47.8%	21.7%	5.0%	1.6%
Q24-2. Overall quality of City's animal adoption services	28.2%	46.9%	21.4%	3.1%	0.3%

Q25. City Codes. Please rate your satisfaction of the following:

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q25-1. City's efforts to enforce cleanup of trash & debris on private property	8.5%	29.3%	22.9%	14.5%	4.2%	20.6%
Q25-2. City's efforts to enforce upkeep of residential property	7.9%	31.9%	23.1%	15.5%	4.6%	17.1%
Q25-3. City's efforts to identify & remove abandoned or dilapidated structures	7.4%	28.2%	25.2%	9.2%	2.3%	27.7%
Q25-4. City's efforts to enforce restaurant/food service cleanliness	10.6%	40.2%	23.3%	6.5%	1.2%	18.2%
Q25-5. City's efforts to enforce sign regulations	9.2%	34.6%	24.2%	4.8%	1.6%	25.4%
Q25-6. City's efforts to enforce mowing & cutting of weeds on private property	8.1%	30.3%	22.2%	16.4%	4.8%	18.2%
Q25-7. Overall quality of City's code compliance operations	8.3%	33.9%	25.9%	9.0%	3.2%	19.6%

WITHOUT "DON'T KNOW"

Q25. City Codes. Please rate your satisfaction of the following: (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q25-1. City's efforts to enforce cleanup of trash & debris on private property	10.8%	36.9%	28.8%	18.3%	5.2%
Q25-2. City's efforts to enforce upkeep of residential property	9.5%	38.4%	27.9%	18.7%	5.6%
Q25-3. City's efforts to identify & remove abandoned or dilapidated structures	10.2%	39.0%	34.8%	12.8%	3.2%
Q25-4. City's efforts to enforce restaurant/food service cleanliness	13.0%	49.2%	28.5%	7.9%	1.4%
Q25-5. City's efforts to enforce sign regulations	12.4%	46.4%	32.5%	6.5%	2.2%
Q25-6. City's efforts to enforce mowing & cutting of weeds on private property	9.9%	37.0%	27.1%	20.1%	5.9%
Q25-7. Overall quality of City's code compliance operations	10.3%	42.2%	32.2%	11.2%	4.0%

Q26. Which TWO of the services listed in Question 25 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q26. Top choice</u>	<u>Number</u>	<u>Percent</u>
City's efforts to enforce cleanup of trash & debris on private property	78	18.0 %
City's efforts to enforce upkeep of residential property	50	11.5 %
City's efforts to identify & remove abandoned or dilapidated structures	45	10.4 %
City's efforts to enforce restaurant/food service cleanliness	82	18.9 %
City's efforts to enforce sign regulations	12	2.8 %
City's efforts to enforce mowing & cutting of weeds on private property	29	6.7 %
Overall quality of City's code compliance operations	30	6.9 %
None chosen	107	24.7 %
Total	433	100.0 %

Q26. Which TWO of the services listed in Question 25 do you think are MOST IMPORTANT for the City to focus on over the next year?

<u>Q26. 2nd choice</u>	<u>Number</u>	<u>Percent</u>
City's efforts to enforce cleanup of trash & debris on private property	50	11.5 %
City's efforts to enforce upkeep of residential property	55	12.7 %
City's efforts to identify & remove abandoned or dilapidated structures	42	9.7 %
City's efforts to enforce restaurant/food service cleanliness	59	13.6 %
City's efforts to enforce sign regulations	11	2.5 %
City's efforts to enforce mowing & cutting of weeds on private property	50	11.5 %
Overall quality of City's code compliance operations	33	7.6 %
None chosen	133	30.7 %
Total	433	100.0 %

Q26. Which TWO of the services listed in Question 25 do you think are MOST IMPORTANT for the City to focus on over the next year? (top 2)

<u>Q26. Top choice</u>	<u>Number</u>	<u>Percent</u>
City's efforts to enforce cleanup of trash & debris on private property	128	29.6 %
City's efforts to enforce upkeep of residential property	105	24.2 %
City's efforts to identify & remove abandoned or dilapidated structures	87	20.1 %
City's efforts to enforce restaurant/food service cleanliness	141	32.6 %
City's efforts to enforce sign regulations	23	5.3 %
City's efforts to enforce mowing & cutting of weeds on private property	79	18.2 %
Overall quality of City's code compliance operations	63	14.5 %
<u>None chosen</u>	<u>107</u>	<u>24.7 %</u>
Total	733	

Q27. Court Services. Please rate your satisfaction of the following.

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know
Q27-1. Overall quality of municipal court services	9.7%	20.8%	15.5%	0.9%	0.5%	52.7%
Q27-2. Quality & accessibility of municipal court services	11.5%	22.6%	14.3%	1.2%	0.0%	50.3%

WITHOUT "DON'T KNOW"

Q27. Court Services. Please rate your satisfaction of the following. (without "don't know")

(N=433)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q27-1. Overall quality of municipal court services	20.5%	43.9%	32.7%	2.0%	1.0%
Q27-2. Quality & accessibility of municipal court services	23.3%	45.6%	28.8%	2.3%	0.0%

Q28. Listed below are several areas that the City of Burleson is focused on improving. For each area, please rate how important you believe it is for the City to focus funding the area with the City's tax dollars on a scale of 5 to 1, where 5 means "Very Important," and 1 means "Not at all Important."

(N=433)

	Very important	Important	Neutral	Not important	Not at all important	Don't know
Q28-1. Maintenance of City's infrastructure (roads, bridges, drainage, etc.)	70.0%	22.6%	4.4%	0.7%	0.2%	2.1%
Q28-2. Parks & Recreation (park maintenance, programming, leisure opportunities, etc.)	35.8%	44.3%	13.9%	2.8%	0.5%	2.8%
Q28-3. Economic Development (business retention, business development, etc.)	24.5%	41.6%	18.5%	8.3%	3.7%	3.5%
Q28-4. Customer Service by City employees (meaningful citizen engagement, effective use of new technology, efficient processes & resource management)	26.8%	44.1%	22.2%	0.9%	1.4%	4.6%
Q28-5. Financial Planning (implement long-term financial plans, participate in best practices)	41.6%	40.4%	12.0%	0.7%	0.2%	5.1%
Q28-6. Public Safety (training for first responders, community involvement, etc.)	58.2%	31.6%	6.2%	0.2%	0.2%	3.5%
Q28-7. Public Communication & Outreach	34.6%	42.7%	17.3%	1.8%	0.2%	3.2%

WITHOUT "DON'T KNOW"

Q28. Listed below are several areas that the City of Burleson is focused on improving. For each area, please rate how important you believe it is for the City to focus funding the area with the City's tax dollars on a scale of 5 to 1, where 5 means "Very Important," and 1 means "Not at all Important." (without "don't know")

(N=433)

	Very important	Important	Neutral	Not important	Not at all important
Q28-1. Maintenance of City's infrastructure (roads, bridges, drainage, etc.)	71.5%	23.1%	4.5%	0.7%	0.2%
Q28-2. Parks & Recreation (park maintenance, programming, leisure opportunities, etc.)	36.8%	45.6%	14.3%	2.9%	0.5%
Q28-3. Economic Development (business retention, business development, etc.)	25.4%	43.1%	19.1%	8.6%	3.8%
Q28-4. Customer Service by City employees (meaningful citizen engagement, effective use of new technology, efficient processes & resource management)	28.1%	46.2%	23.2%	1.0%	1.5%
Q28-5. Financial Planning (implement long-term financial plans, participate in best practices)	43.8%	42.6%	12.7%	0.7%	0.2%
Q28-6. Public Safety (training for first responders, community involvement, etc.)	60.3%	32.8%	6.5%	0.2%	0.2%
Q28-7. Public Communication & Outreach	35.8%	44.2%	17.9%	1.9%	0.2%

Q29. What is your age?

Q29. Your age	Number	Percent
18-34	82	18.9 %
35-44	83	19.2 %
45-54	81	18.7 %
55-64	86	19.9 %
65+	83	19.2 %
Not provided	18	4.2 %
Total	433	100.0 %

WITHOUT "NOT PROVIDED"**Q29. What is your age? (without "not provided")**

Q29. Your age	Number	Percent
18-34	82	19.8 %
35-44	83	20.0 %
45-54	81	19.5 %
55-64	86	20.7 %
65+	83	20.0 %
Total	415	100.0 %

Q30. Are you or other members of your household of Spanish, Hispanic or Latino heritage?

Q30. Are you of Spanish, Hispanic or Latino

Heritage	Number	Percent
Yes	79	18.2 %
No	344	79.4 %
Not provided	10	2.3 %
Total	433	100.0 %

WITHOUT "NOT PROVIDED"

Q30. Are you or other members of your household of Spanish, Hispanic or Latino heritage? (without "not provided")

Q30. Are you of Spanish, Hispanic or Latino

Heritage	Number	Percent
Yes	79	18.7 %
No	344	81.3 %
Total	423	100.0 %

Q31. Which of the following best describes your race/ethnicity?

<u>Q31. Your race/ethnicity</u>	<u>Number</u>	<u>Percent</u>
Asian or Asian Indian	7	1.6 %
Black or African American	23	5.3 %
American Indian or Alaska Native	2	0.5 %
White or Caucasian	348	80.4 %
Other	5	1.2 %
Total	385	

Q31-5. Self-describe your race/ethnicity:

<u>Q31-5. Please describe your race/ethnicity.</u>	<u>Number</u>	<u>Percent</u>
Mestizo	1	20.0 %
Bosnian	1	20.0 %
Latino	1	20.0 %
Mexican	1	20.0 %
Mixed	1	20.0 %
Total	5	100.0 %

Q32. Your gender:

Q32. Your gender	Number	Percent
Male	209	48.3 %
Female	213	49.2 %
I prefer to self-identify	1	0.2 %
Not provided	10	2.3 %
Total	433	100.0 %

WITHOUT "NOT PROVIDED"

Q32. Your gender: (without "not provided")

Q32. Your gender	Number	Percent
Male	209	49.4 %
Female	213	50.4 %
I prefer to self-identify	1	0.2 %
Total	423	100.0 %

Q32-3. Self-describe your gender:

Q32-3. Self-identify your gender	Number	Percent
Non-binary	1	100.0 %
Total	1	100.0 %



6

Survey Instrument

February 2024

Dear Burleson Resident,

You have been randomly selected to participate in a community survey, designed to gather citizen input and feedback on City of Burleson programs and services. We will use the information you provide to improve city services and to help us identify and address challenges facing our community. To ensure that the city’s priorities are aligned with the needs of our residents, we want to hear from YOU.

We greatly appreciate you taking time out of your busy schedule to complete this survey. For added convenience, the enclosed survey includes a postage-paid envelope to ETC Institute, the research firm conducting the survey. If you prefer to complete the survey online, please visit BurlesonSurvey.org.

Please return your survey via mail, or complete it online sometime during the next week. All of your responses will remain confidential.

Thank you for your support and input, which will help us continue to make the City of Burleson a great place to live, work and play through all stages of life.

If you should have any questions or require additional information, please feel free to contact ETC Institute’s project manager, Ryan Murray, at 913-254-4598 or by email at Ryan.Murray@ETCInstitute.com.

Sincerely,

Chris Fletcher
Mayor

Victoria Johnson
Councilmember
Place 1

Phil Anderson
Councilmember
Place 2

Ronnie Johnson
Councilmember
Place 3

Larry Scott
Councilmember
Place 4

Dan McClendon
Mayor Pro Tem
Place 5

Adam Russell
Councilmember
Place 6

Si usted no habla ingles y quiere participar en esta encuesta en español, por favor llame al 1-844-811-0411

2024 City of Burleson Resident Satisfaction Survey

Please take a few minutes to complete this survey. Your input is an important part of the City's planning process and will be used by City leaders to make planning and investment decisions. If you prefer, you can take this survey online at BurlesonSurvey.org.

1. Overall Ratings of Burleson. Please rate the City of Burleson with each of the following:

Rating the City of Burleson...	Excellent	Good	Neutral	Below Average	Poor	Don't Know
1. As a place to live	5	4	3	2	1	9
2. As a place to raise children	5	4	3	2	1	9
3. As a place to work	5	4	3	2	1	9
4. As a place to retire	5	4	3	2	1	9
5. As a place you are proud to call home	5	4	3	2	1	9
6. Overall quality of services provided by the City of Burleson	5	4	3	2	1	9

2. Overall. Please rate your overall satisfaction of these major categories of services provided by the City of Burleson.

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Effectiveness of city communication with the public	5	4	3	2	1	9
02. Enforcement of local codes and ordinances	5	4	3	2	1	9
03. Flow of traffic and congestion on TxDOT roadways (SH174/Wilshire Blvd., FM 731/John Jones Dr., I-35W)	5	4	3	2	1	9
04. Flow of traffic and congestion on city roadways (non-TxDOT streets)	5	4	3	2	1	9
05. Maintenance of city streets and sidewalks	5	4	3	2	1	9
06. Quality of customer service you receive from city employees	5	4	3	2	1	9
07. Quality of parks and recreation facilities and programs	5	4	3	2	1	9
08. Quality of public safety services (police, fire, EMS, public safety communications)	5	4	3	2	1	9
09. Quality of library services	5	4	3	2	1	9
10. Quality of solid waste services (garbage, yard waste, recycling, bulky item pickup)	5	4	3	2	1	9
11. Quality of wastewater/sewer services	5	4	3	2	1	9
12. Quality of water utility services	5	4	3	2	1	9
13. Quality and timeliness of the city's permitting and inspection process	5	4	3	2	1	9
14. Value that you receive for your city tax dollars and fees	5	4	3	2	1	9
15. Efforts by city government to ensure the community is prepared for emergencies	5	4	3	2	1	9

3. Which THREE of the services listed in Question 2 do you think are MOST IMPORTANT for the city to focus on over the next year? [Write in your answers below using the numbers from the list in Question 2, or circle "NONE."]

1st: _____ 2nd: _____ 3rd: _____ NONE

4. Feeling of Safety. Please rate your feeling of safety in each of the following situations.

How safe do you feel...	Very Safe	Safe	Neutral	Unsafe	Very Unsafe	Don't Know
1. In the City of Burleson	5	4	3	2	1	9
2. In your neighborhood during the day	5	4	3	2	1	9
3. In your neighborhood at night	5	4	3	2	1	9
4. In city parks, trails, and recreation areas	5	4	3	2	1	9
5. In commercial and retail areas	5	4	3	2	1	9

5. Police Services. Please rate your satisfaction of the following:

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01.	Efforts of city's police department to collaborate with the public to address concerns	5	4	3	2	1	9
02.	Efforts of the city's police department to communicate with the public via social media	5	4	3	2	1	9
03.	Enforcement of traffic laws	5	4	3	2	1	9
04.	How quickly police respond to emergencies	5	4	3	2	1	9
05.	Efforts by city government to prevent crime	5	4	3	2	1	9
06.	Quality of police services	5	4	3	2	1	9
07.	Quality of police community outreach programs	5	4	3	2	1	9
08.	Visibility of police in commercial and retail areas	5	4	3	2	1	9
09.	Visibility of police in neighborhoods	5	4	3	2	1	9
10.	911 service provided by dispatch operators	5	4	3	2	1	9

6. Which THREE of the services listed in Question 5 do you think are MOST IMPORTANT for the city to focus on over the next year? *[Write in your answers below using the numbers from the list in Question 5, or circle "NONE."]*

1st: _____ 2nd: _____ 3rd: _____ NONE

7. Fire Services. Please rate your satisfaction of the following:

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	Efforts of the city's fire department to collaborate with the public to address concerns	5	4	3	2	1	9
2.	Efforts of the city's fire department to communicate with the public via social media	5	4	3	2	1	9
3.	Emergency fire services	5	4	3	2	1	9
4.	Emergency medical services	5	4	3	2	1	9
5.	How quickly fire and rescue personnel respond to emergencies	5	4	3	2	1	9
6.	Quality of fire community outreach programs	5	4	3	2	1	9
7.	Quality of fire safety education programs	5	4	3	2	1	9

8. Which THREE of the services listed in Question 7 do you think are MOST IMPORTANT for the city to focus on over the next year? *[Write in your answers below using the numbers from the list in Question 7, or circle "NONE."]*

1st: _____ 2nd: _____ 3rd: _____ NONE

9. Communication. Please rate your satisfaction of the following:

How satisfied are you with...		Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1.	How easy it is to find information when visiting the city's website	5	4	3	2	1	9
2.	How easy it is to receive information when calling the city	5	4	3	2	1	9
3.	Overall quality of the city's social media (Facebook, Instagram, etc.)	5	4	3	2	1	9
4.	Overall quality of the city's newsletter	5	4	3	2	1	9
5.	Availability of information on city services and programs	5	4	3	2	1	9
6.	Timeliness of information provided by the city	5	4	3	2	1	9
7.	Access to information about the city's finances and budget	5	4	3	2	1	9
8.	Overall level of public involvement in local decision making	5	4	3	2	1	9
9.	City's open records request process	5	4	3	2	1	9

10. Which THREE of the services listed in Question 9 do you think are MOST IMPORTANT for the city to focus on over the next year? *[Write in your answers below using the numbers from the list in Question 9, or circle "NONE."]*

1st: _____ 2nd: _____ 3rd: _____ NONE

11. Where do you currently get news and information about the City of Burleson? [Check all that apply.]

- (1) City email updates
- (2) Weekly e-newsletter
- (3) City's social media sites (Facebook, Instagram, etc.)
- (4) City website (*burlesontx.com*)
- (5) Local news outlets
- (6) Quarterly BTX Focus/newsletter
- (7) Other: _____

12. From which TWO sources of information listed in Question 11 would you prefer to get information from the city? [Write in your answers below using the numbers from the list in Question 11, or circle "NONE."]

1st: _____ 2nd: _____ NONE

13. Have you visited the city's website (*burlesontx.com*) during the past 6 months?

- (1) Yes [Answer Q13a-b.]
- (2) No [Skip to Q14.]

13a. What was the reason for your most recent visit to the city's website?

- (1) Pay a bill
- (2) Contact the city
- (3) Zoning/Development Information
- (4) Report an issue
- (5) Request a service
- (6) Open record request
- (7) Other: _____

13b. How easy was it to find the information you needed on the city's website?

- (4) Very easy
- (3) Somewhat easy
- (2) Difficult
- (1) Very difficult

14. Have you contacted the City of Burleson with a question, problem complaint, or to request a service during the past year?

- (1) Yes [Answer Q14a-c.]
- (2) No [Skip to Q15.]

14a. How easy was it to contact the person you needed to reach?

- (4) Very easy
- (3) Somewhat easy
- (2) Difficult
- (1) Very difficult

14b. What department did you contact? [Check all that apply.]

- (01) Police
- (02) Fire
- (03) Development Services
- (04) Animal Services
- (05) Parks and Recreation
- (06) Code Compliance
- (07) Public Works
- (08) Utility Billing
- (09) Communications
- (10) Municipal Court
- (11) Public Health Department
- (12) Environmental Services
- (13) Health Inspections
- (14) 311
- (15) Other: _____

14c. Please rate how often the employees you contacted during the past year have displayed the following.

Frequency that:	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They did what they said they would do in a timely manner	5	4	3	2	1	9
2. They gave prompt, accurate and complete answers to questions	5	4	3	2	1	9
3. They helped me resolve an issue to my satisfaction	5	4	3	2	1	9
4. They made it easy for me to handle my request	5	4	3	2	1	9
5. They were courteous and polite	5	4	3	2	1	9
6. Overall quality of service provided by city employees	5	4	3	2	1	9

15. Have you contacted the City of Burleson 311 with a question, problem complaint, or to request a service during the past year?

- (1) Yes [Answer Q15a-d.]
- (2) No [Skip to Q16.]
- (3) Not familiar with this service [Skip to Q16.]

15a. How did you contact 311? (1) Phone (2) Website (3) Smart phone application

15b. How easy was it to contact 311?

- (4) Very easy
- (3) Somewhat easy
- (2) Difficult
- (1) Very difficult

15c. How did you hear about City of Burleson 311?

- ____(1) City website
- ____(2) Referred by city employee
- ____(3) 311 In the Community (word of mouth)
- ____(4) Phone call to city and was transferred to 311
- ____(5) Social media

15d. Please rate your experience with the 311 in the past year on the following:

Overall quality	Always	Usually	Sometimes	Seldom	Never	Don't Know
1. They gave prompt, accurate and complete answers to questions	5	4	3	2	1	9
2. The website and smart phone application was easy to use to submit requests	5	4	3	2	1	9
3. I was able to track my request and get up-to-date information	5	4	3	2	1	9
4. They were courteous and polite	5	4	3	2	1	9
5. Service calls are being resolved to satisfaction	5	4	3	2	1	9

16. Do you ever watch the city's online broadcast of City Council or Planning and Zoning Commission meetings? ____ (1) Yes ____ (2) No

17. Parks and Recreation. Please rate your satisfaction of the following:

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Maintenance of city parks	5	4	3	2	1	9
02. Number of parks	5	4	3	2	1	9
03. Quality of city trails	5	4	3	2	1	9
04. Number/connectivity of walking/biking trails	5	4	3	2	1	9
05. Quality of city parks	5	4	3	2	1	9
06. Quality of city recreation facilities	5	4	3	2	1	9
07. Quality of city produced special events	5	4	3	2	1	9
08. Quality of city adult athletic programs	5	4	3	2	1	9
09. Quality of city youth athletic programs	5	4	3	2	1	9
10. Quality of city senior citizen programs	5	4	3	2	1	9
11. Quality of recreation programs	5	4	3	2	1	9
12. Quality of programs for people with disabilities	5	4	3	2	1	9

18. Which THREE of the services listed in Question 17 do you think are MOST IMPORTANT for the city to focus on over the next year? [Write in your answers below using the numbers from the list in Question 17, or circle "NONE."]

1st: ____ 2nd: ____ 3rd: ____ NONE

19. Refuse Collection. Please rate your satisfaction of the following:

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of city bulk trash/leaf/brush collection	5	4	3	2	1	9
2. Overall quality of curbside recycling collection	5	4	3	2	1	9
3. Overall quality of curbside trash/garbage collection	5	4	3	2	1	9
4. Overall quality of the city's household hazardous waste disposal service (oil, paint, etc.)	5	4	3	2	1	9
5. Overall fees charged for trash/recycling collection	5	4	3	2	1	9

20. Utilities. Please rate your satisfaction of the following:

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Timeliness of water/sewer line break repairs	5	4	3	2	1	9
2. Overall fees charged for water/wastewater services	5	4	3	2	1	9
3. Utility billing customer service	5	4	3	2	1	9
4. Utility reliability (consistent delivery of water and sewer)	5	4	3	2	1	9
5. Overall quality of drinking water	5	4	3	2	1	9

21. Infrastructure. Please rate your satisfaction of the following:

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Adequacy of street lighting	5	4	3	2	1	9
02. Adequacy of lighting along trails and in city parks	5	4	3	2	1	9
03. Adequacy of drainage systems in rainfall events	5	4	3	2	1	9
04. Appearance/condition of city medians, right of ways, and public areas	5	4	3	2	1	9
05. On-street bicycle infrastructure (bike lanes/signs/shared lane markings)	5	4	3	2	1	9
06. Overall condition of street signs and traffic signs	5	4	3	2	1	9
07. Overall maintenance of major TxDOT roadways (SH174/Wilshire Blvd., FM731/John Jones Dr., I-35W)	5	4	3	2	1	9
08. Overall maintenance of major city streets (non-TxDOT streets)	5	4	3	2	1	9
09. Overall maintenance of neighborhood streets	5	4	3	2	1	9
10. Overall quantity and quality of city sidewalks including accessibility	5	4	3	2	1	9
11. Mowing and tree trimming along streets and other public areas	5	4	3	2	1	9

22. Which THREE of the services listed in Question 21 do you think are MOST IMPORTANT for the city to focus on over the next year? [Write in your answers below using the numbers from the list in Question 21, or circle "NONE."]

1st: _____ 2nd: _____ 3rd: _____ NONE

23. Economic Development and Development Services. Please rate your support of the following:

How supportive are you of the city seeking new developments in...	Very Supportive	Supportive	Neutral	Unsupportive	Very Unsupportive	Don't Know
1. Commercial/retail	5	4	3	2	1	9
2. Food/restaurant/entertainment	5	4	3	2	1	9
3. Heavy commercial/industrial	5	4	3	2	1	9
4. Single-family housing	5	4	3	2	1	9
5. Multi-family housing	5	4	3	2	1	9

24. Animal Services. Please rate your satisfaction of the following:

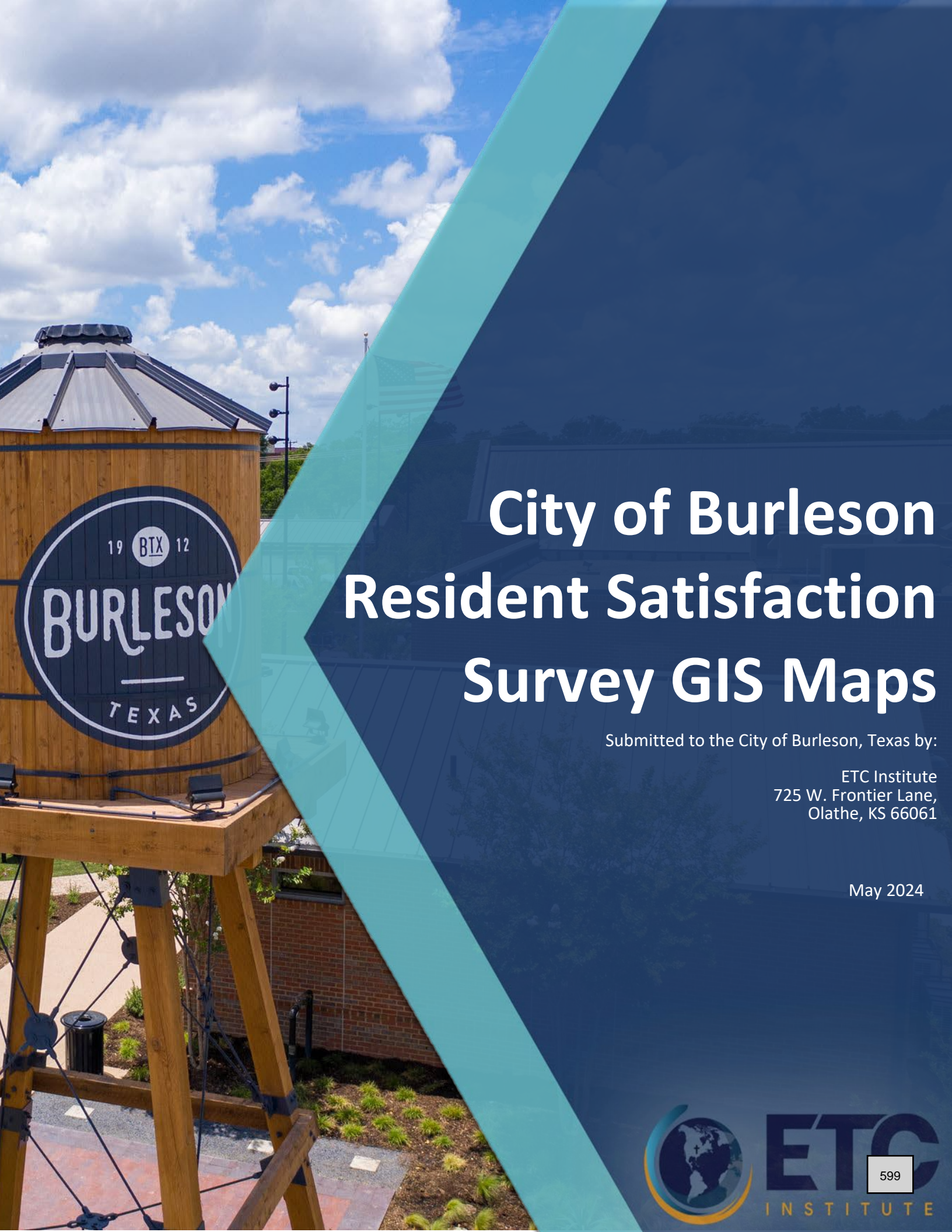
How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. Overall quality of the city's animal control services	5	4	3	2	1	9
2. Overall quality of the city's animal adoption services	5	4	3	2	1	9

25. City Codes. Please rate your satisfaction of the following:

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
1. City's efforts to enforce the clean-up of trash and debris on private property	5	4	3	2	1	9
2. City's efforts to enforce the upkeep of residential property	5	4	3	2	1	9
3. City's efforts to identify and remove abandoned or dilapidated structures	5	4	3	2	1	9
4. City's efforts to enforce restaurant/food service cleanliness	5	4	3	2	1	9
5. City's efforts to enforce sign regulations	5	4	3	2	1	9
6. City's efforts to enforce mowing and cutting of weeds on private property	5	4	3	2	1	9
7. Overall quality of the city's code compliance operations	5	4	3	2	1	9

26. Which TWO of the services listed in Question 25 do you think are MOST IMPORTANT for the city to focus on over the next year? [Write in your answers below using the numbers from the list in Question 25, or circle "NONE."]

1st: _____ 2nd: _____ NONE



City of Burleson Resident Satisfaction Survey GIS Maps

Submitted to the City of Burleson, Texas by:

ETC Institute
725 W. Frontier Lane,
Olathe, KS 66061

May 2024



Interpreting the Maps

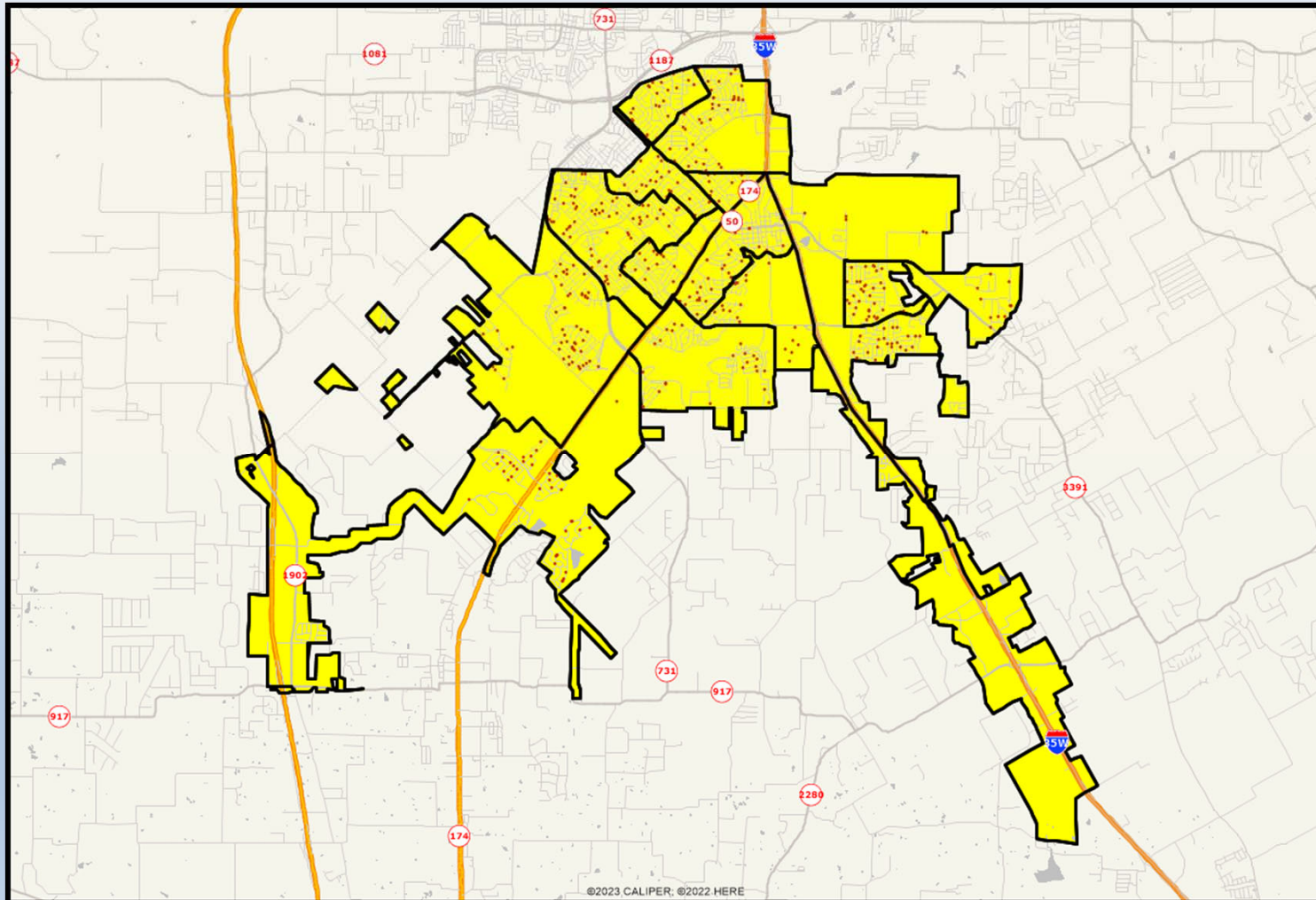
The maps on the following pages show the mean ratings for several questions on the survey by Census Block Group. If all areas on a map are the same color, then residents generally feel the same about that issue regardless of the location of their home.

When reading the maps, please use the following color scheme as a guide:

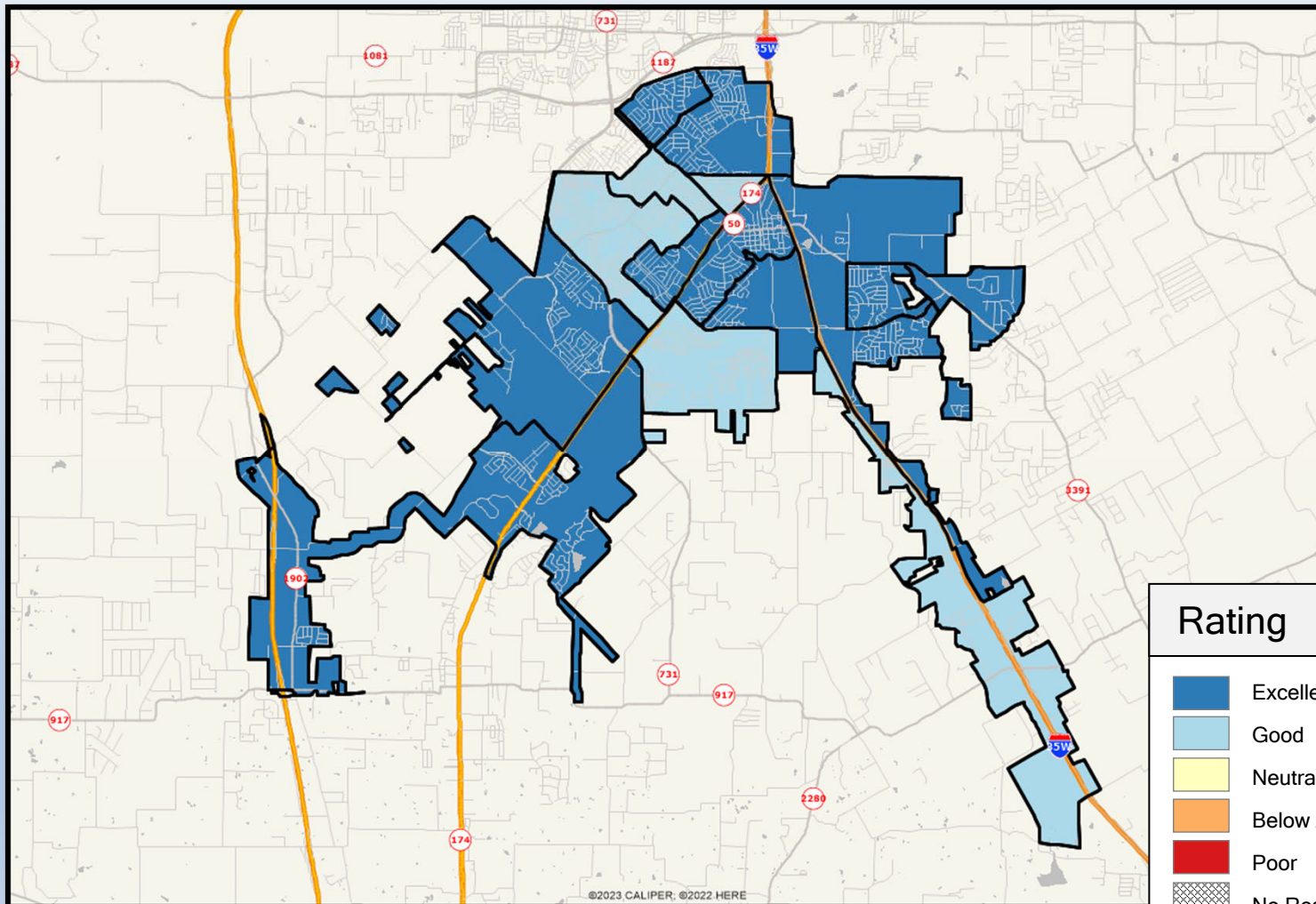
- **DARK/LIGHT BLUE** shades indicate POSITIVE ratings. Shades of blue generally indicate satisfaction with a service, ratings of “excellent” or “good” and ratings of “very safe” or “safe.”
- **OFF-WHITE** shades indicate NEUTRAL ratings. Shades of neutral generally indicate that residents thought the quality of service delivery is adequate.
- **ORANGE/RED** shades indicate NEGATIVE ratings. Shades of orange/red generally indicate dissatisfaction with a service, ratings of “below average” or “poor” and ratings of “unsafe” or “very unsafe.”

Location of Respondents

(Boundaries by Census Block Group)



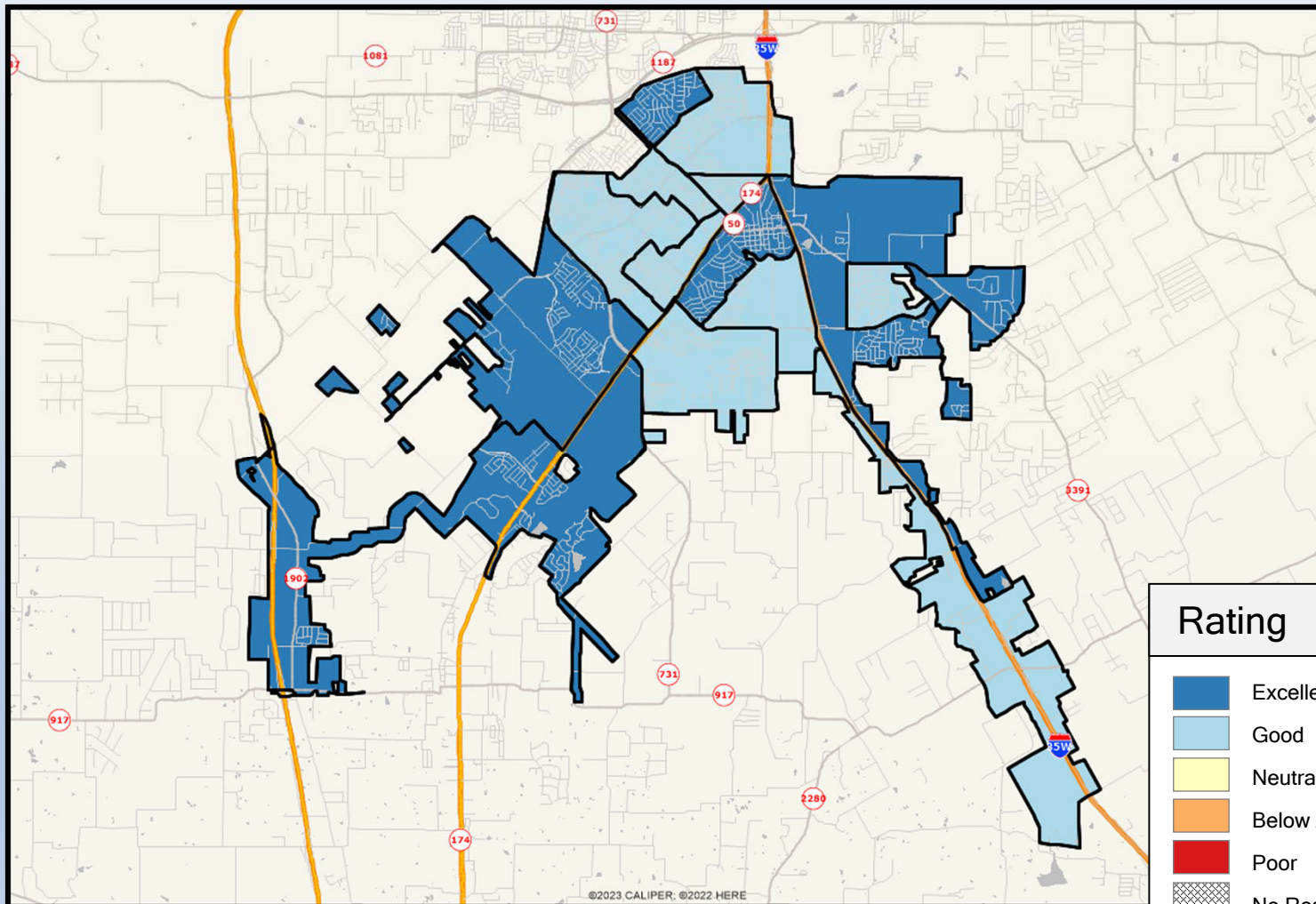
Q1-1. As a place to live



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

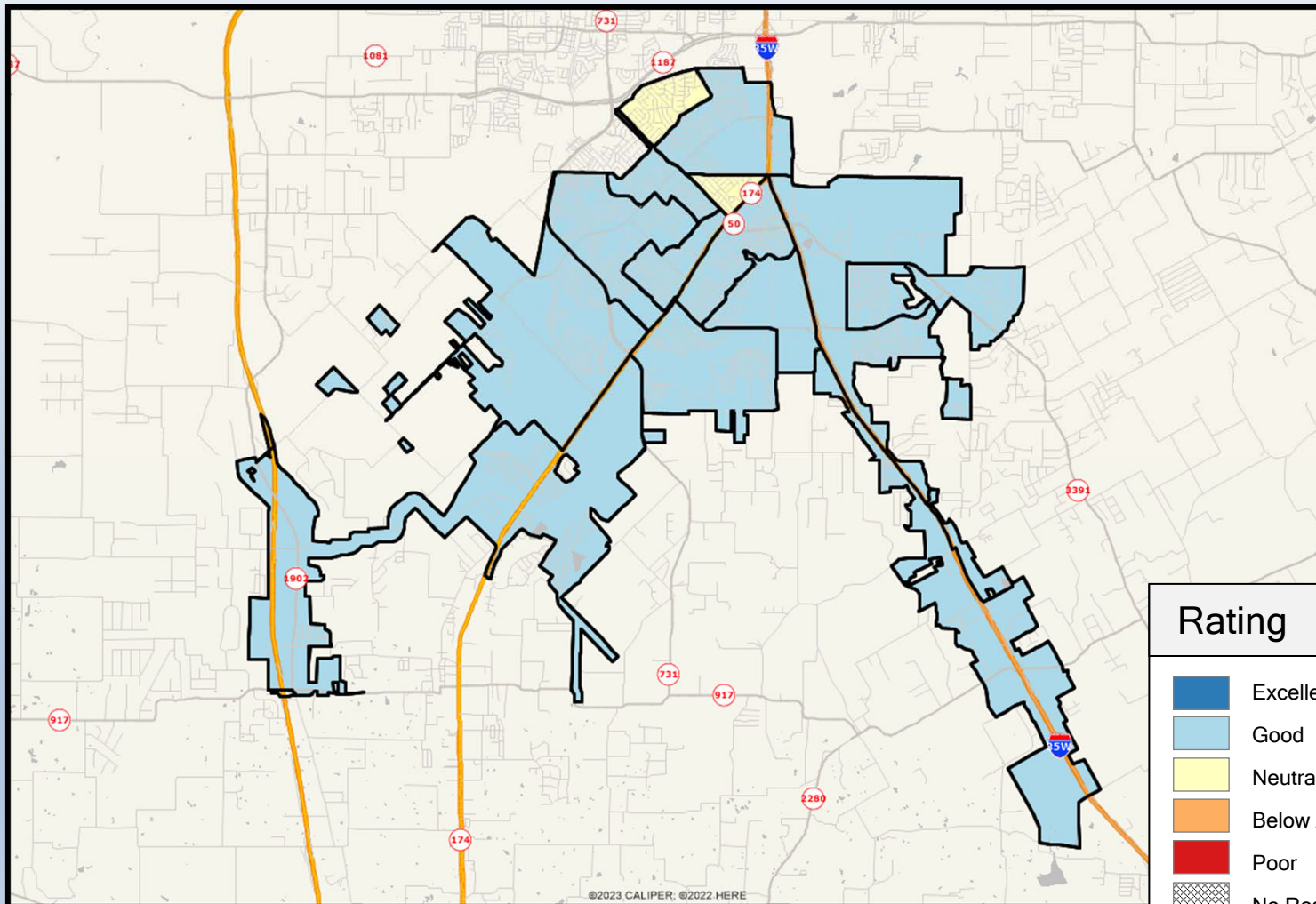
Q1-2. As a place to raise children



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

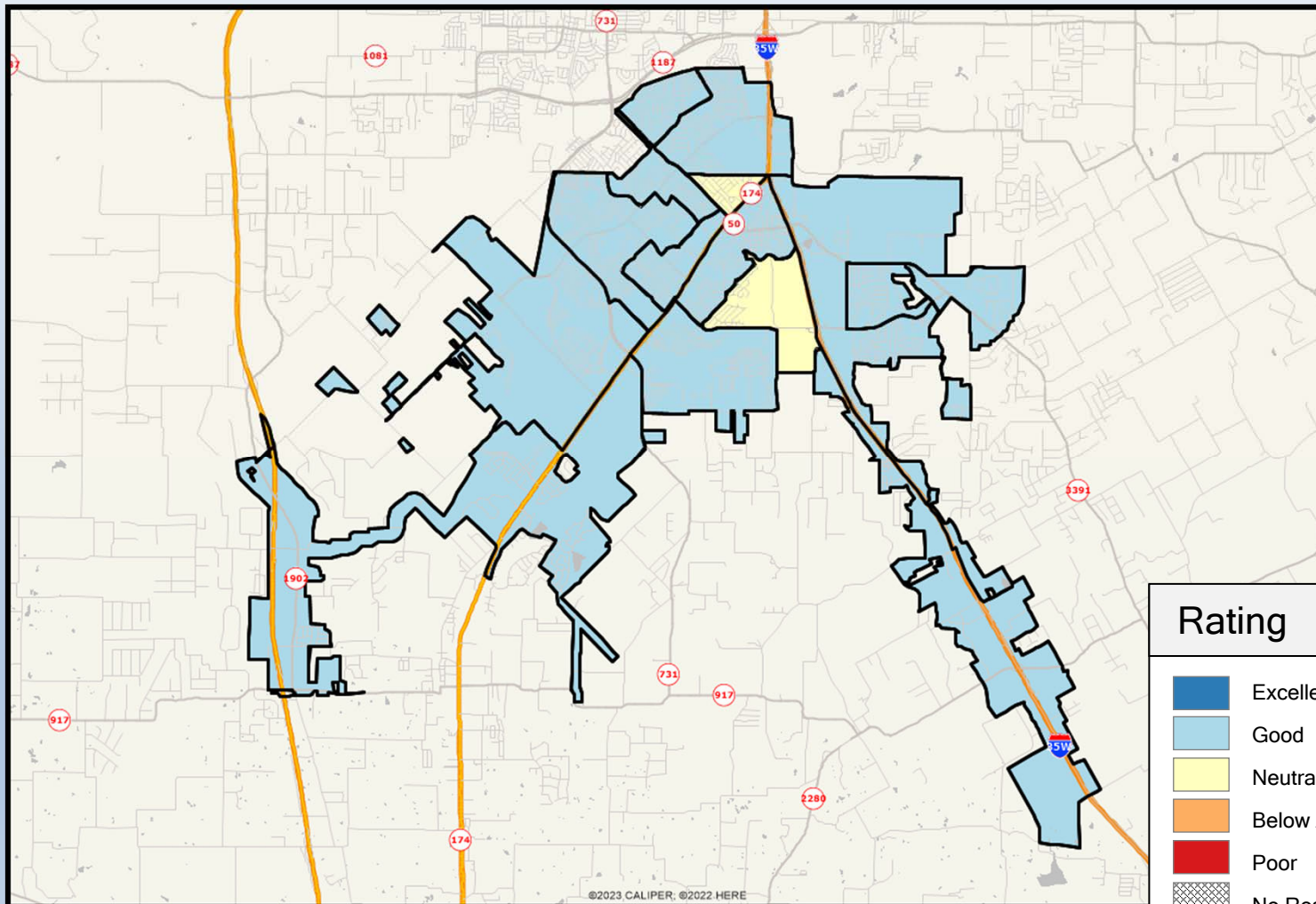
Q1-3. As a place to work



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

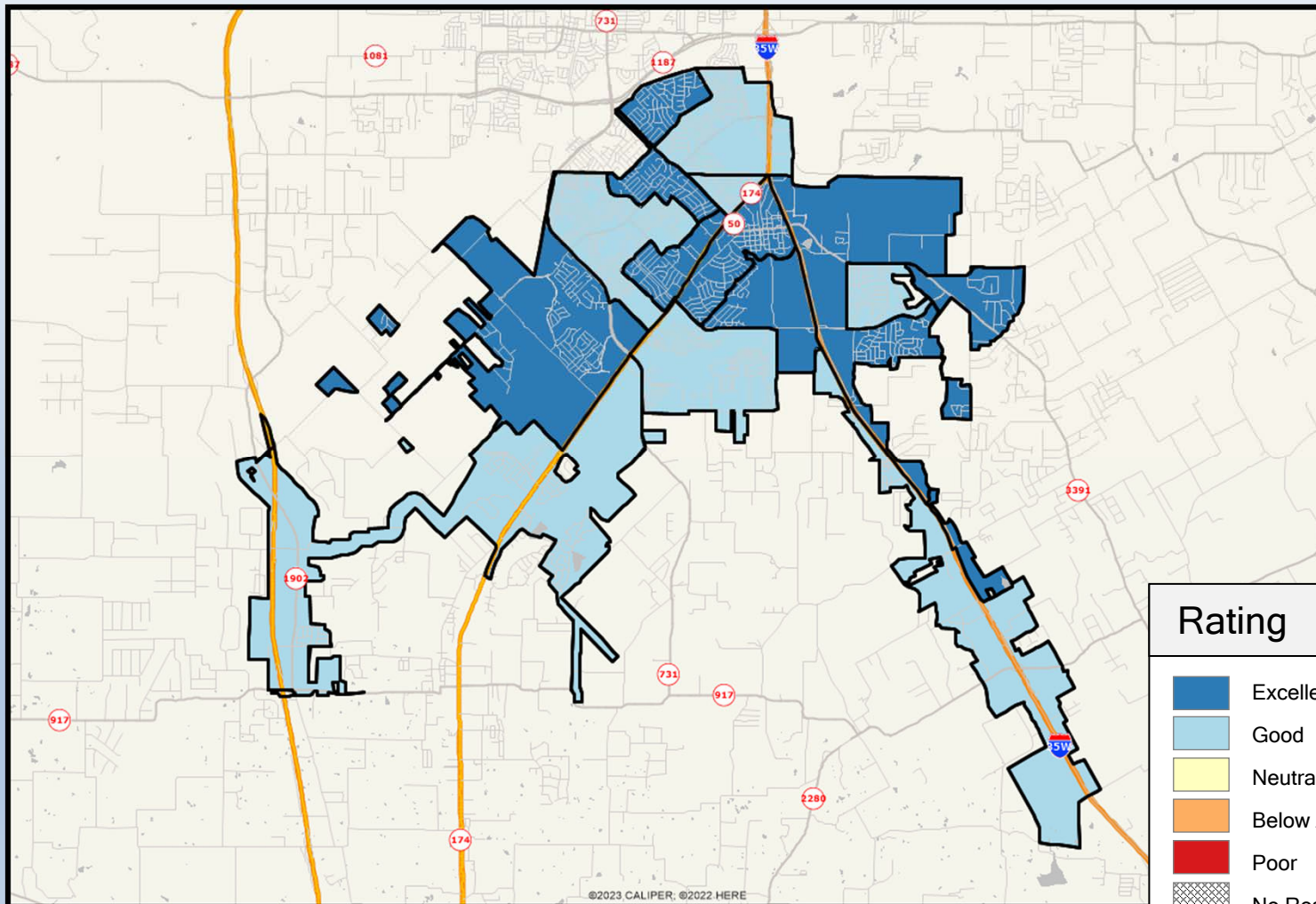
Q1-4. As a place to retire



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

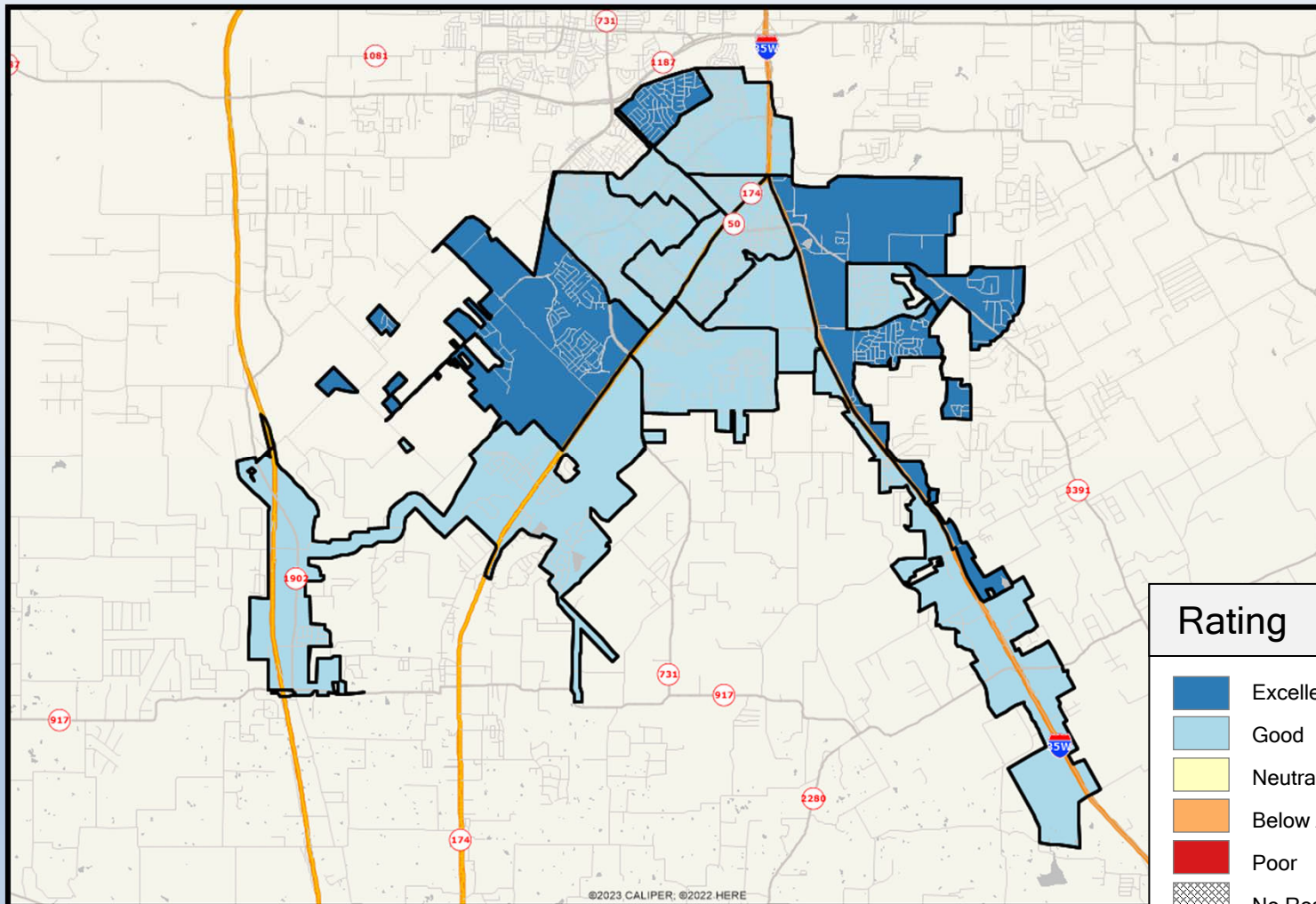
Q1-5. As a place you are proud to call home



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

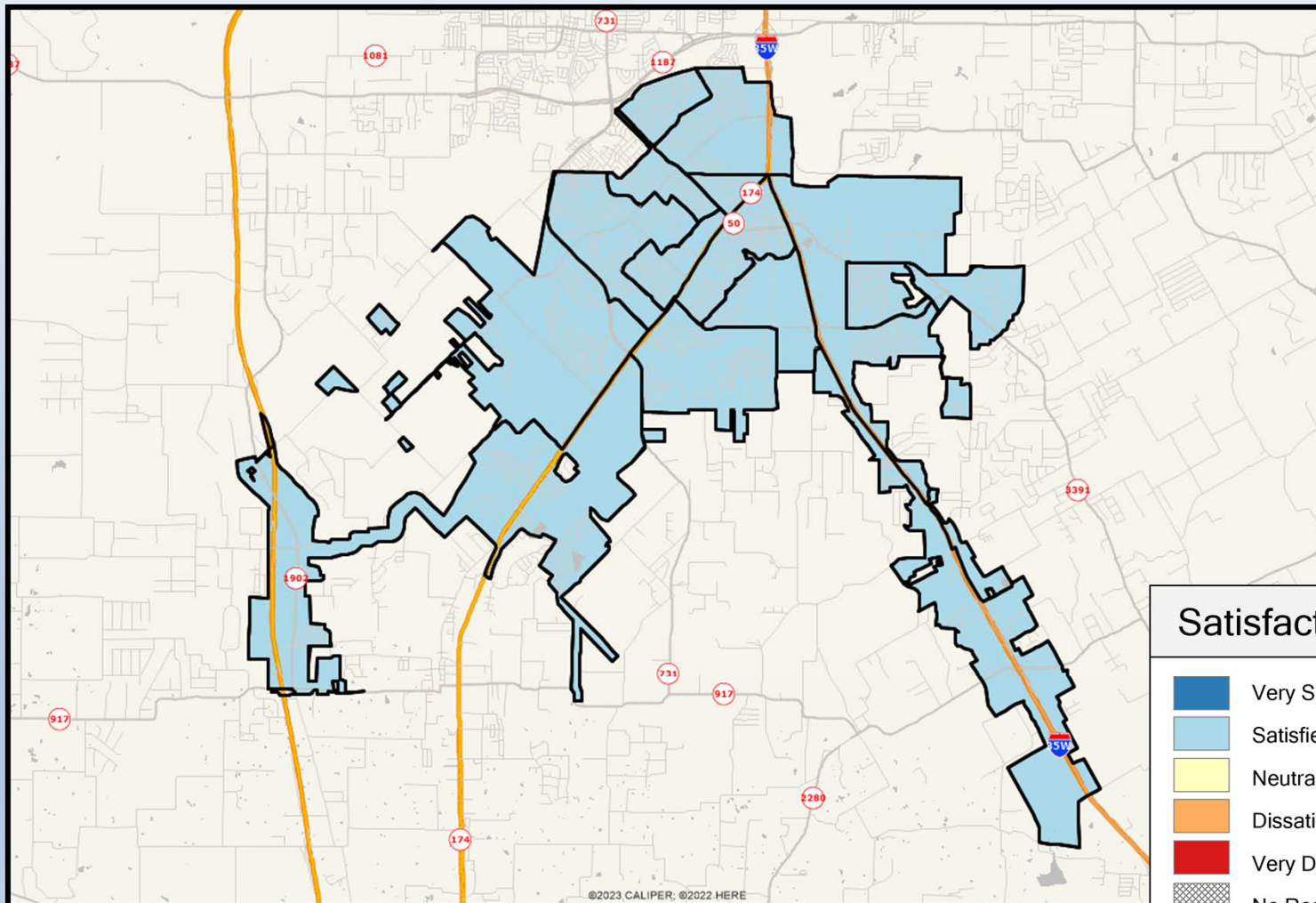
Q1-6. Overall quality of services provided by the City of Burleson



Rating

- Excellent
- Good
- Neutral
- Below Average
- Poor
- No Response

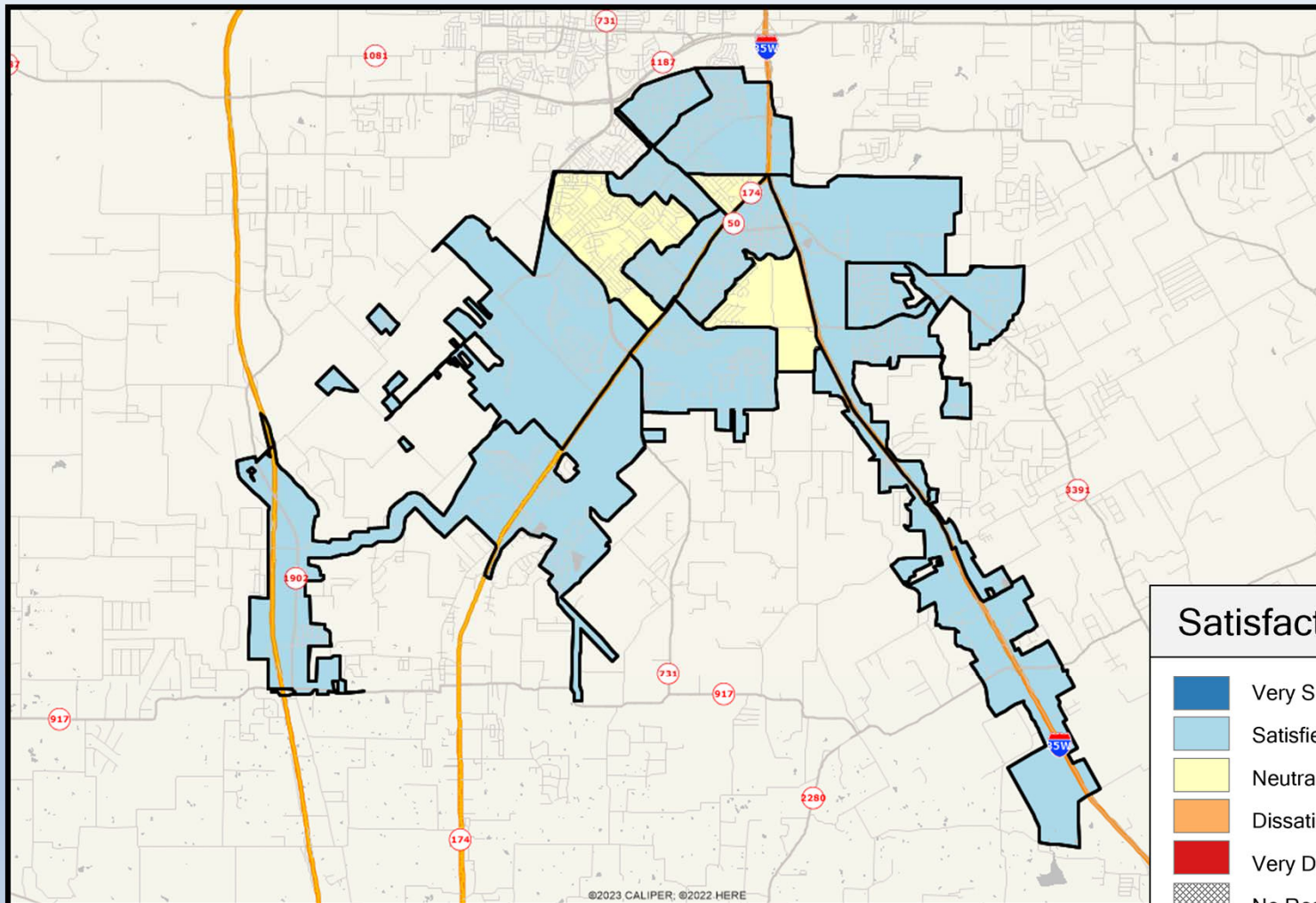
Q2-01. Effectiveness of city communication with the public



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q2-02. Enforcement of local codes and ordinances

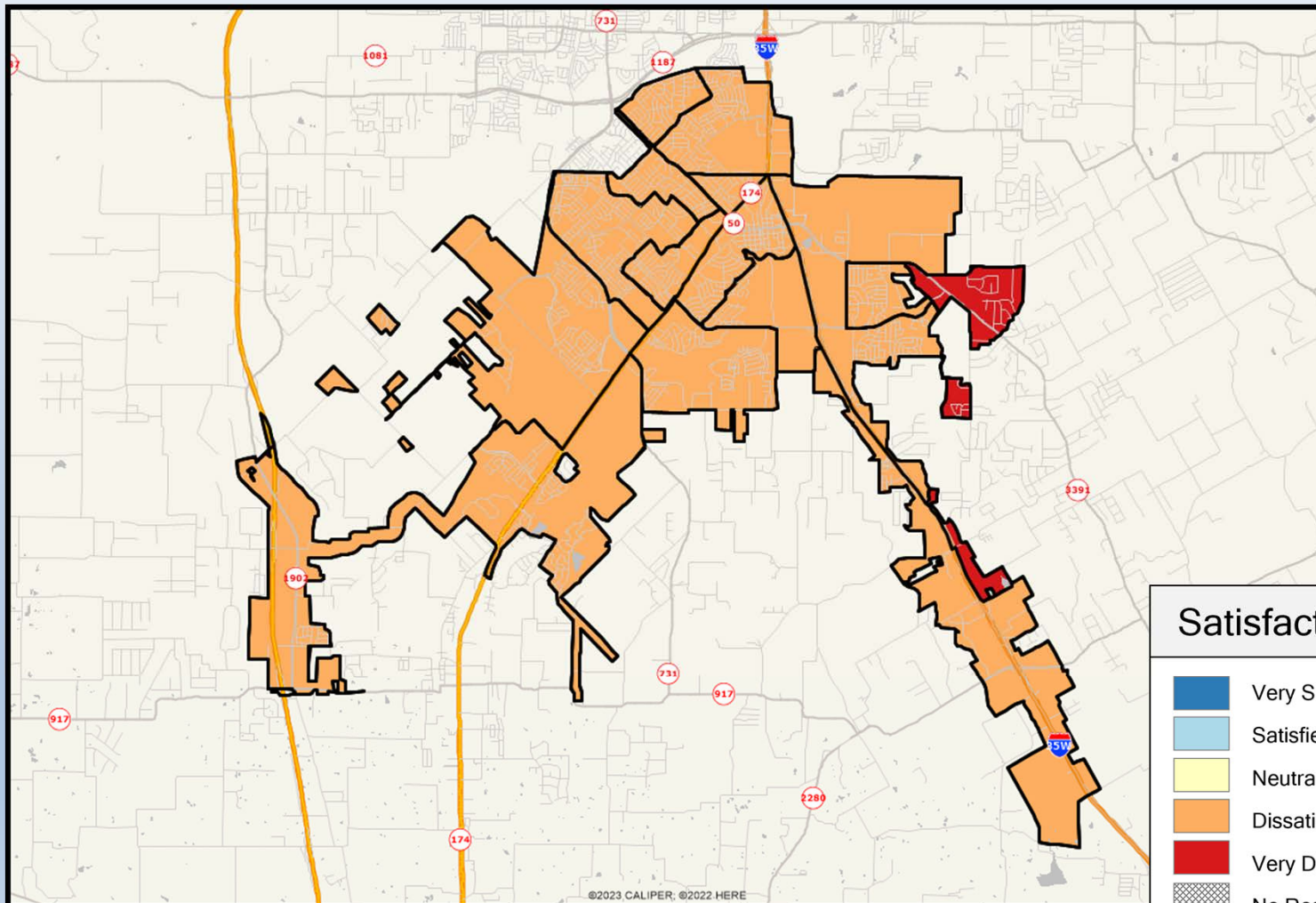


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q2-03. Flow of traffic and congestion on TxDOT roadways

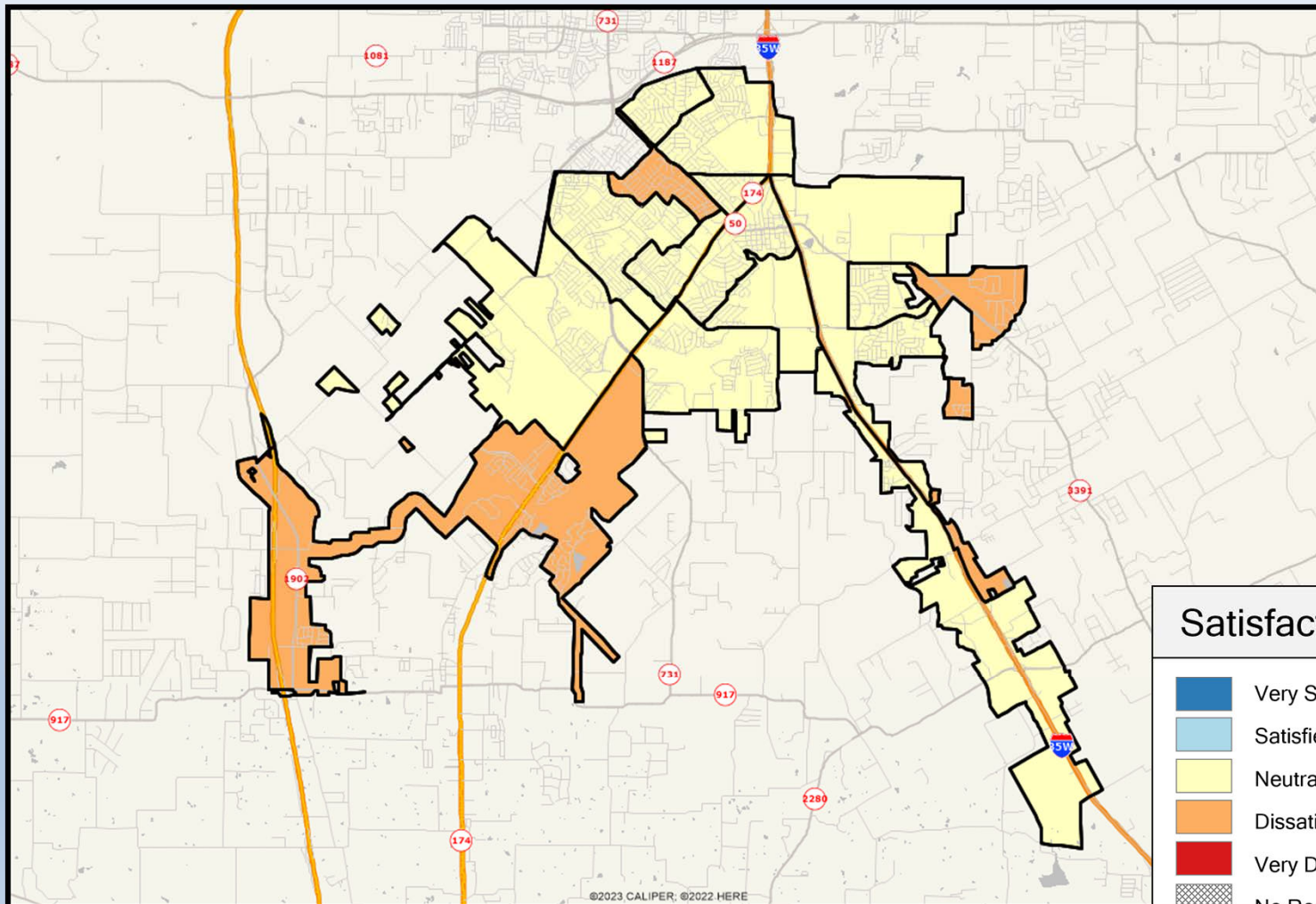


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q2-04. Flow of traffic and congestion on city roadways

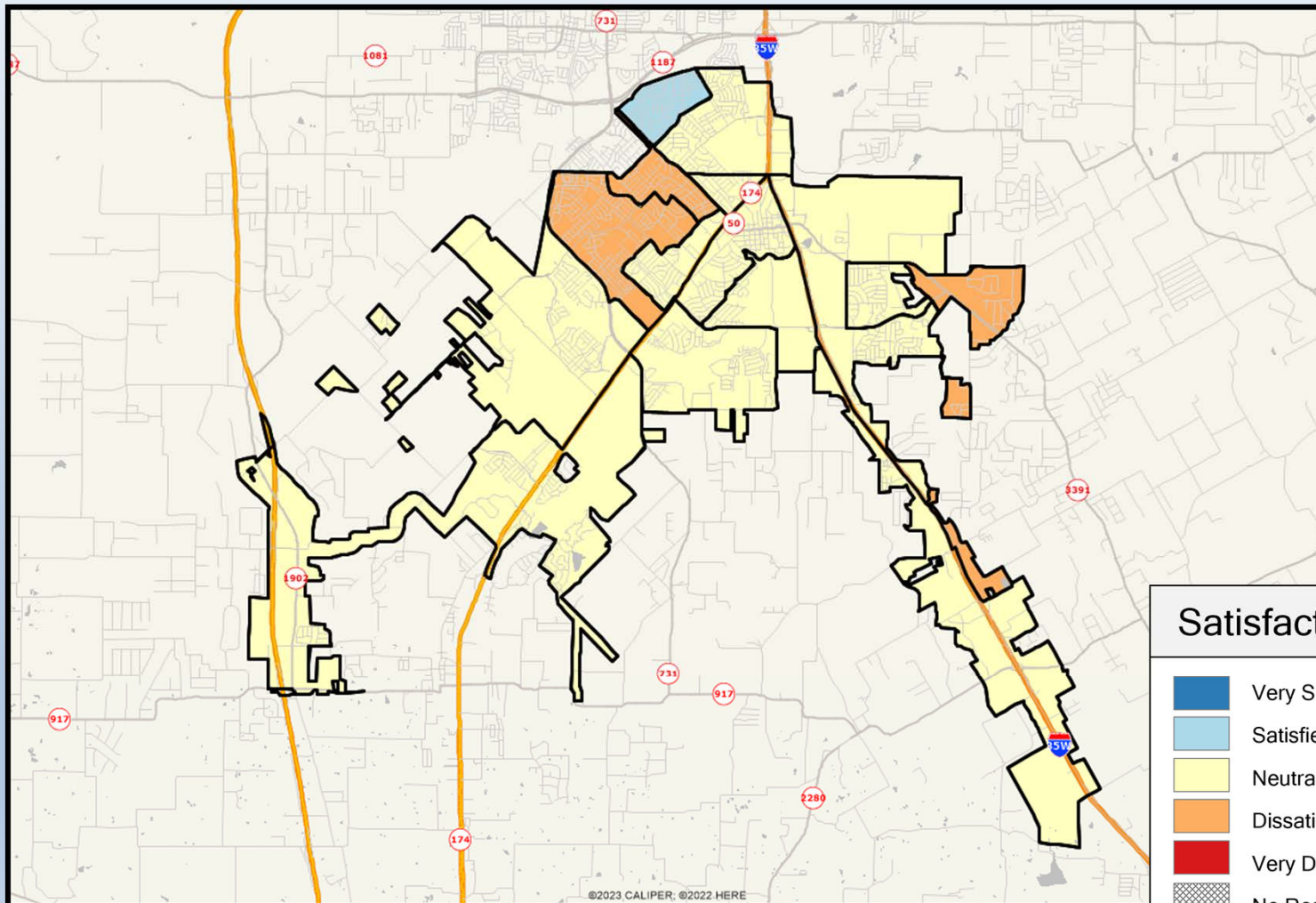


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q2-05. Maintenance of city streets and sidewalks

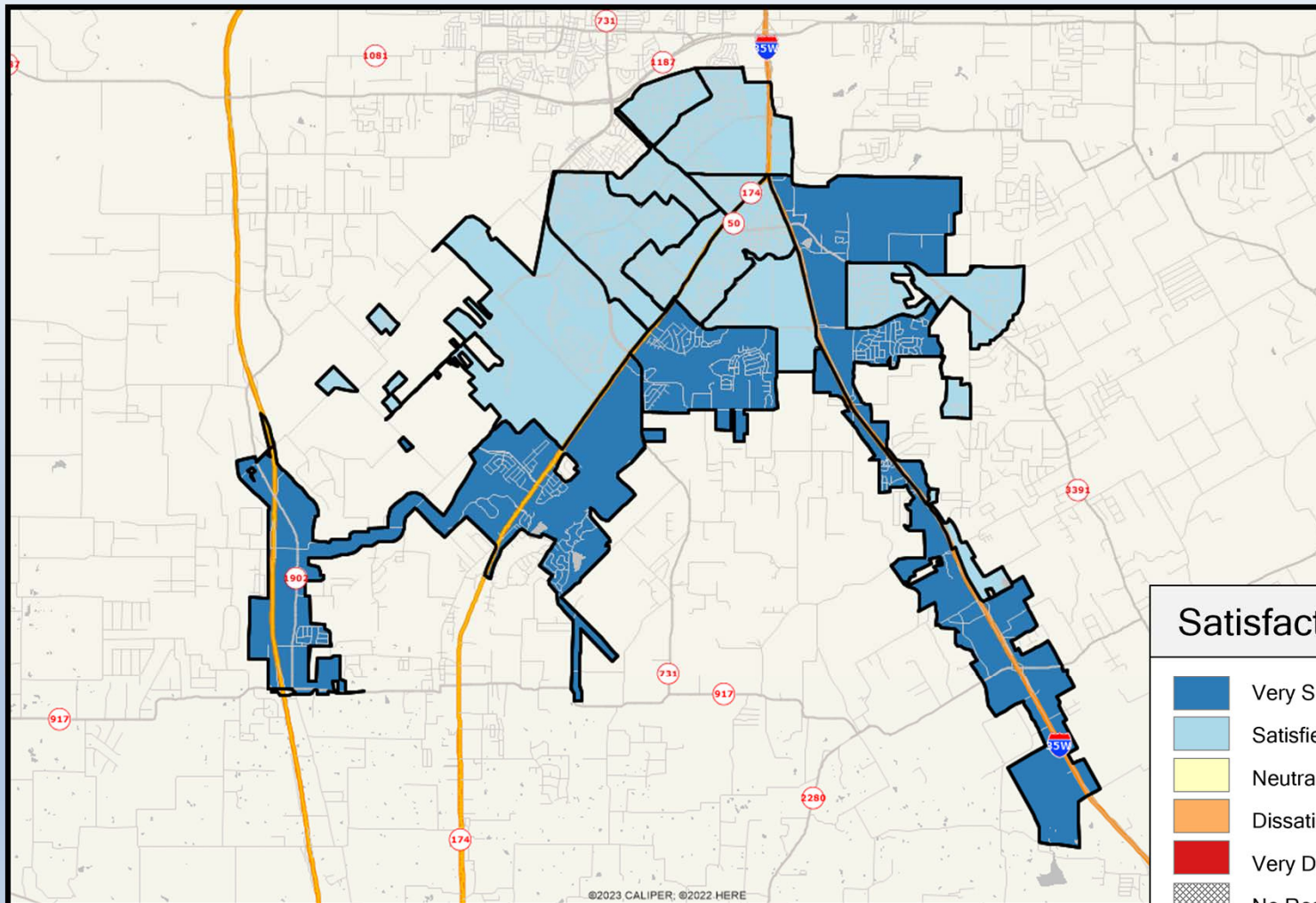


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

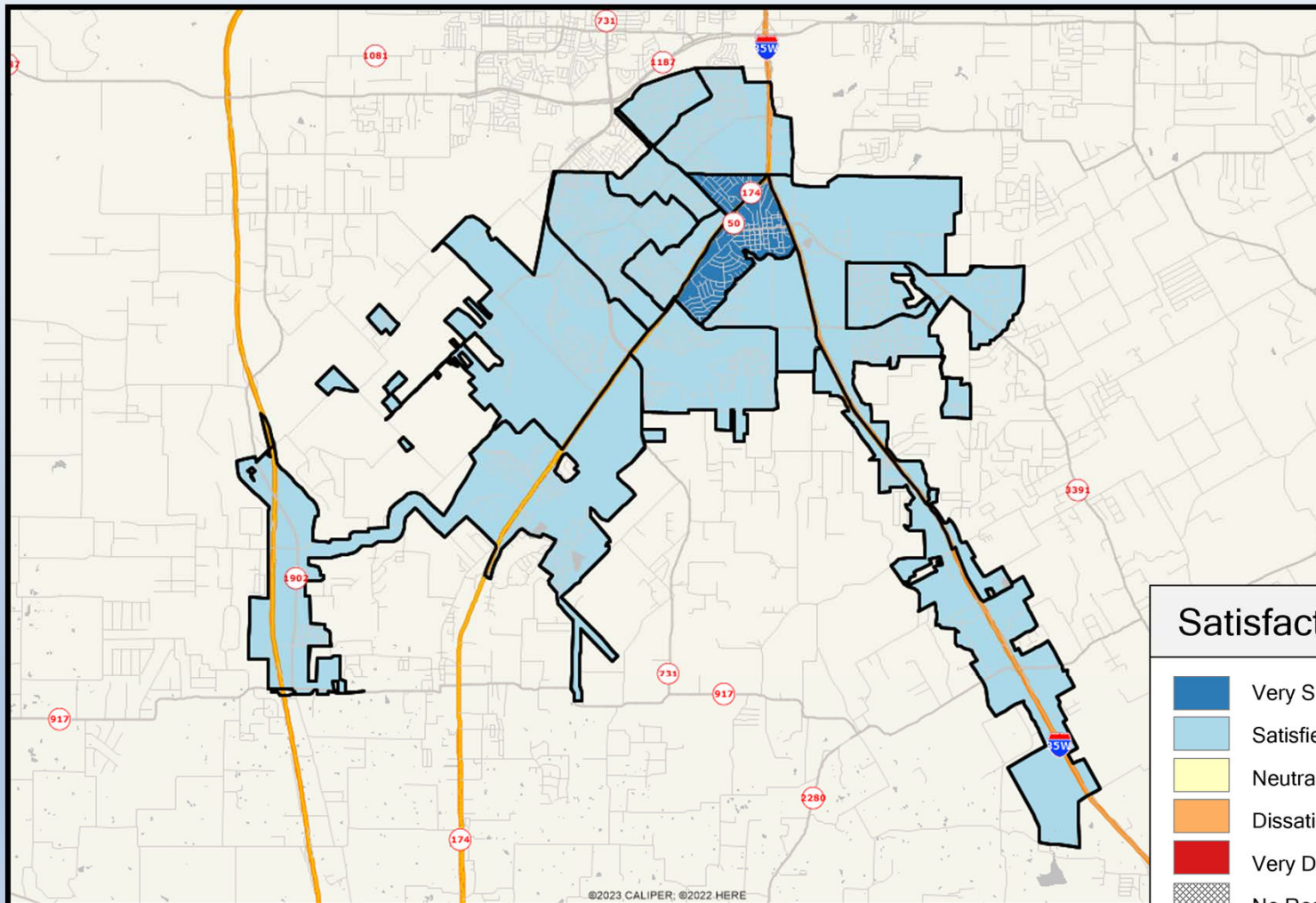
Q2-06. Quality of customer service you receive from city employees



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q2-07. Quality of parks and recreation facilities and programs

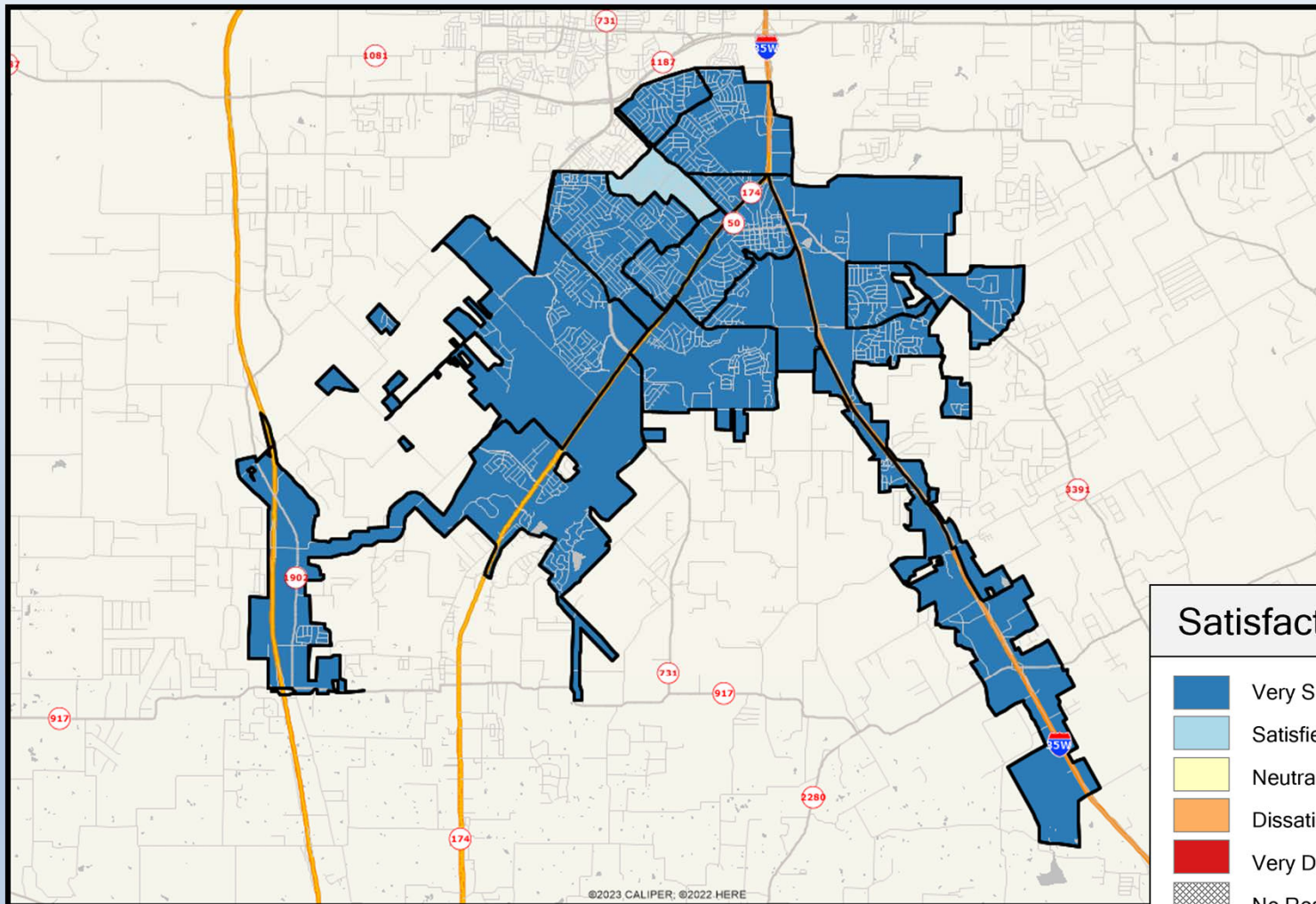


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q2-08. Quality of public safety services

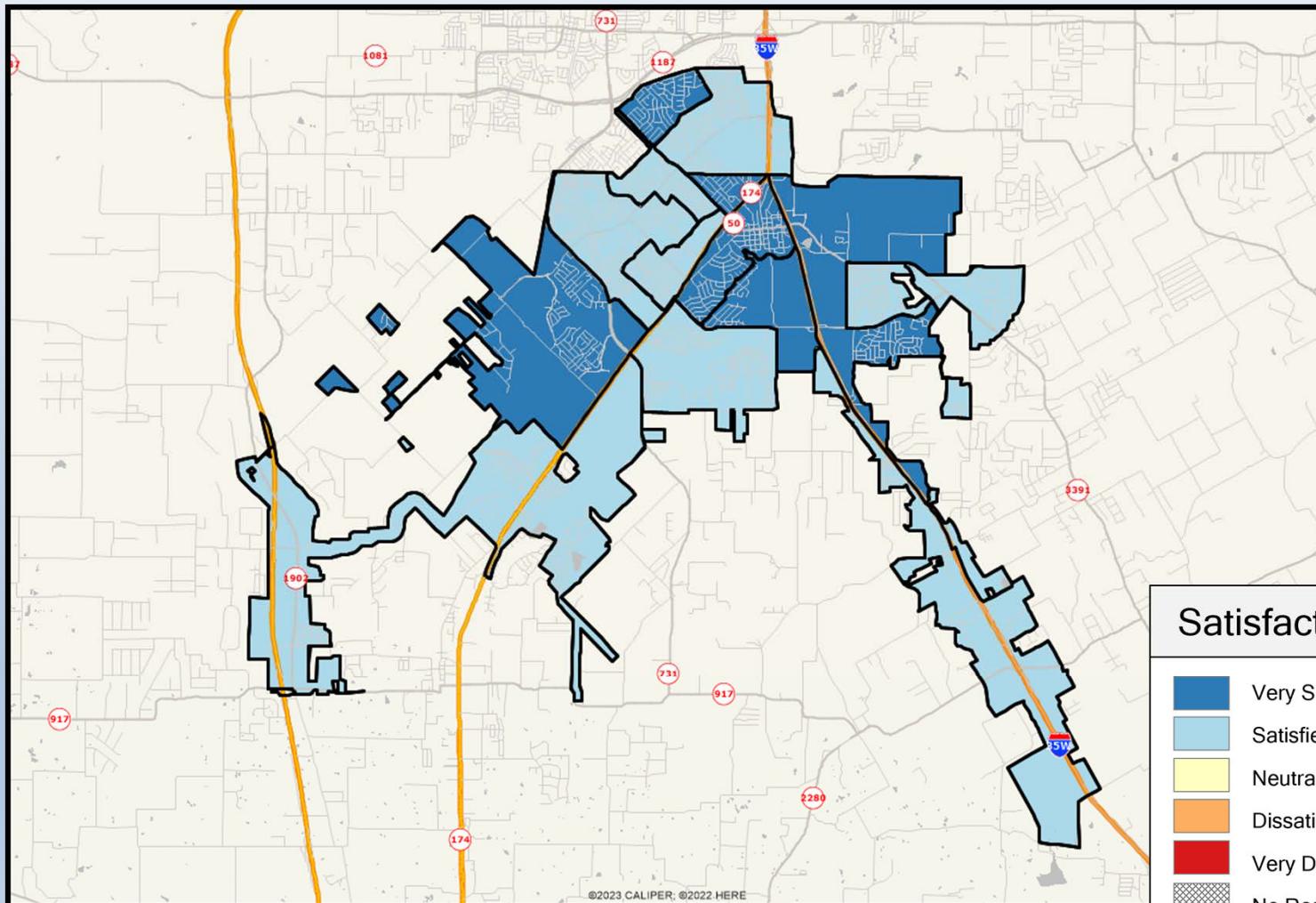


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q2-09. Quality of library services

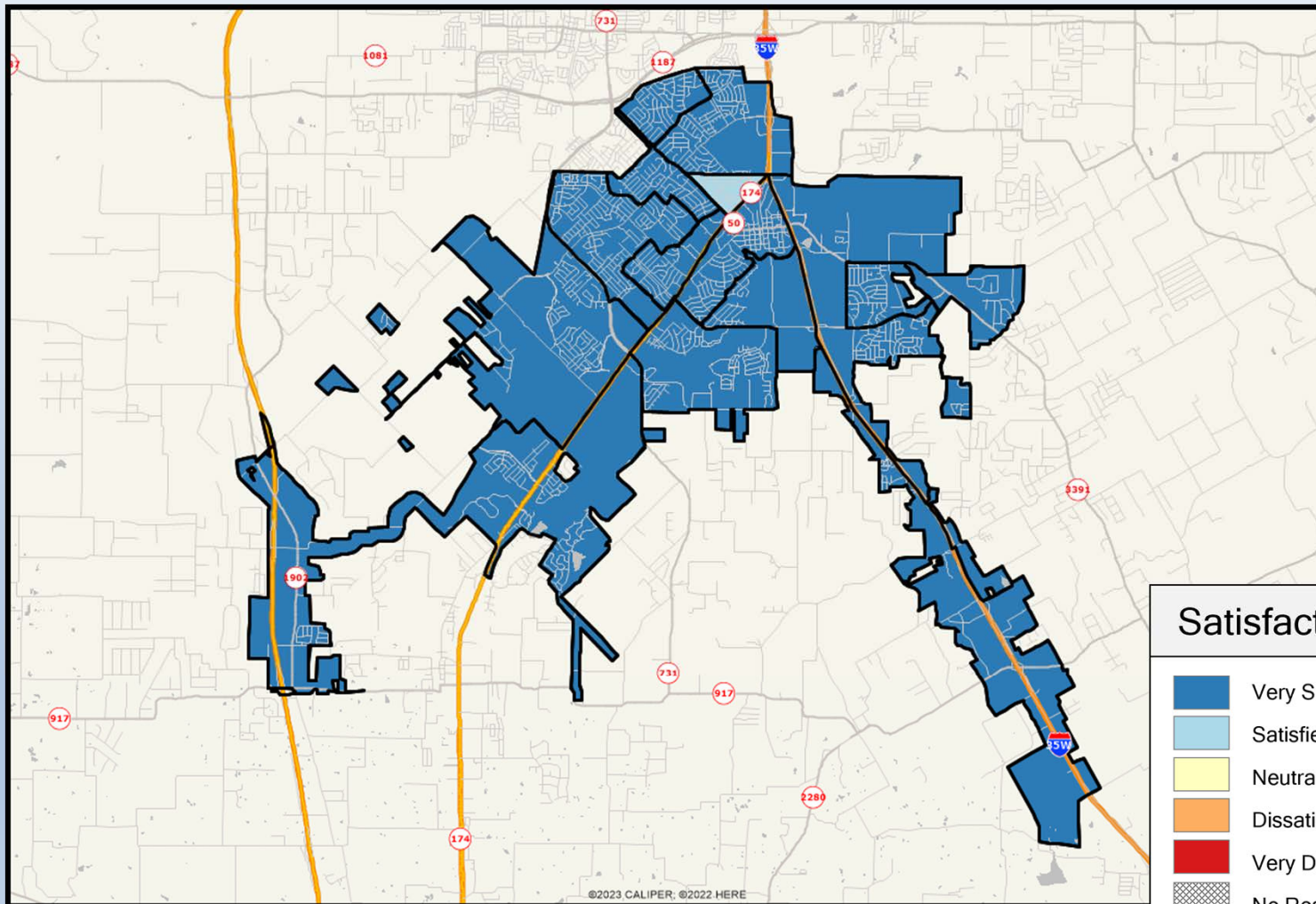


Satisfaction

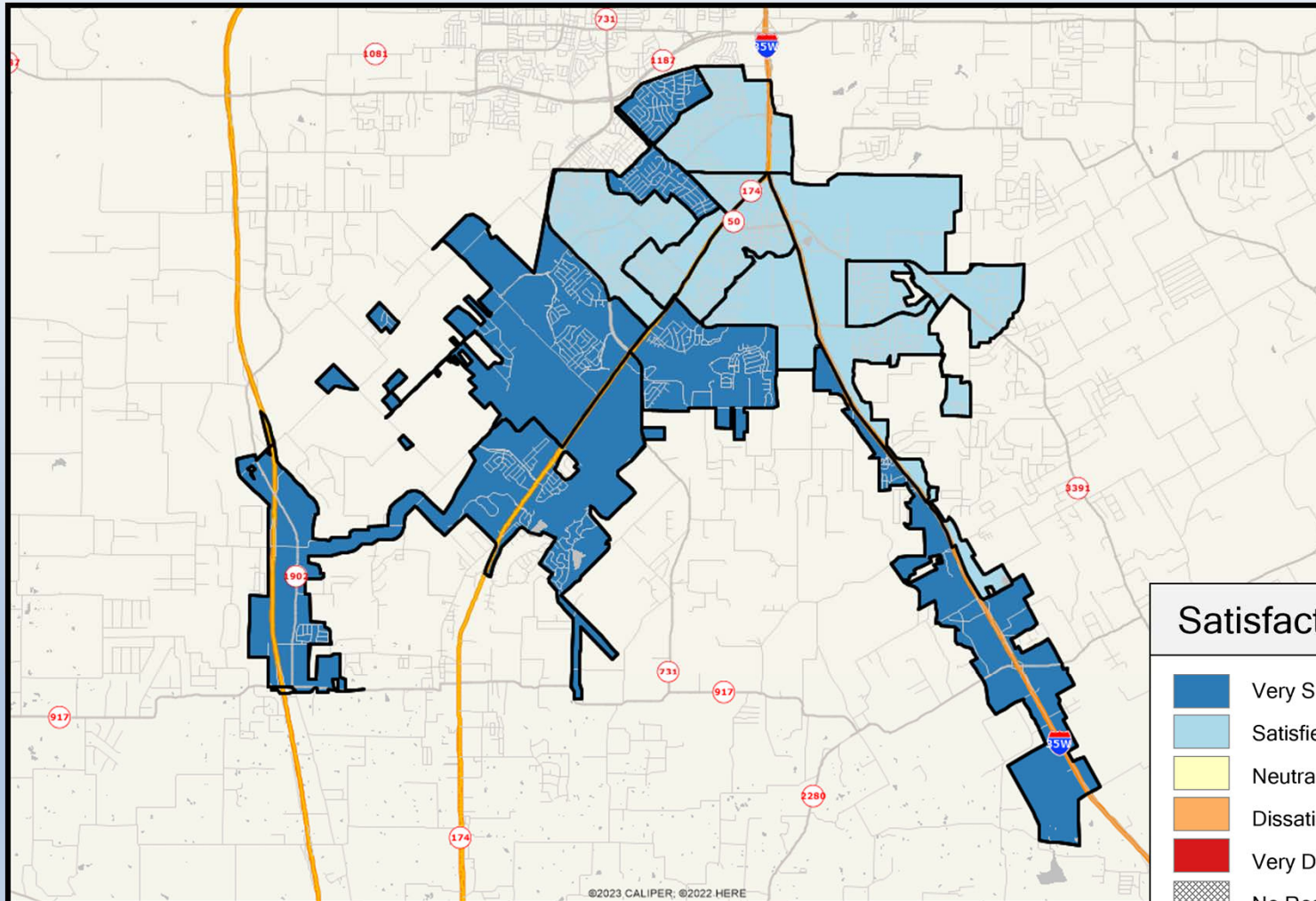
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q2-10. Quality of solid waste services



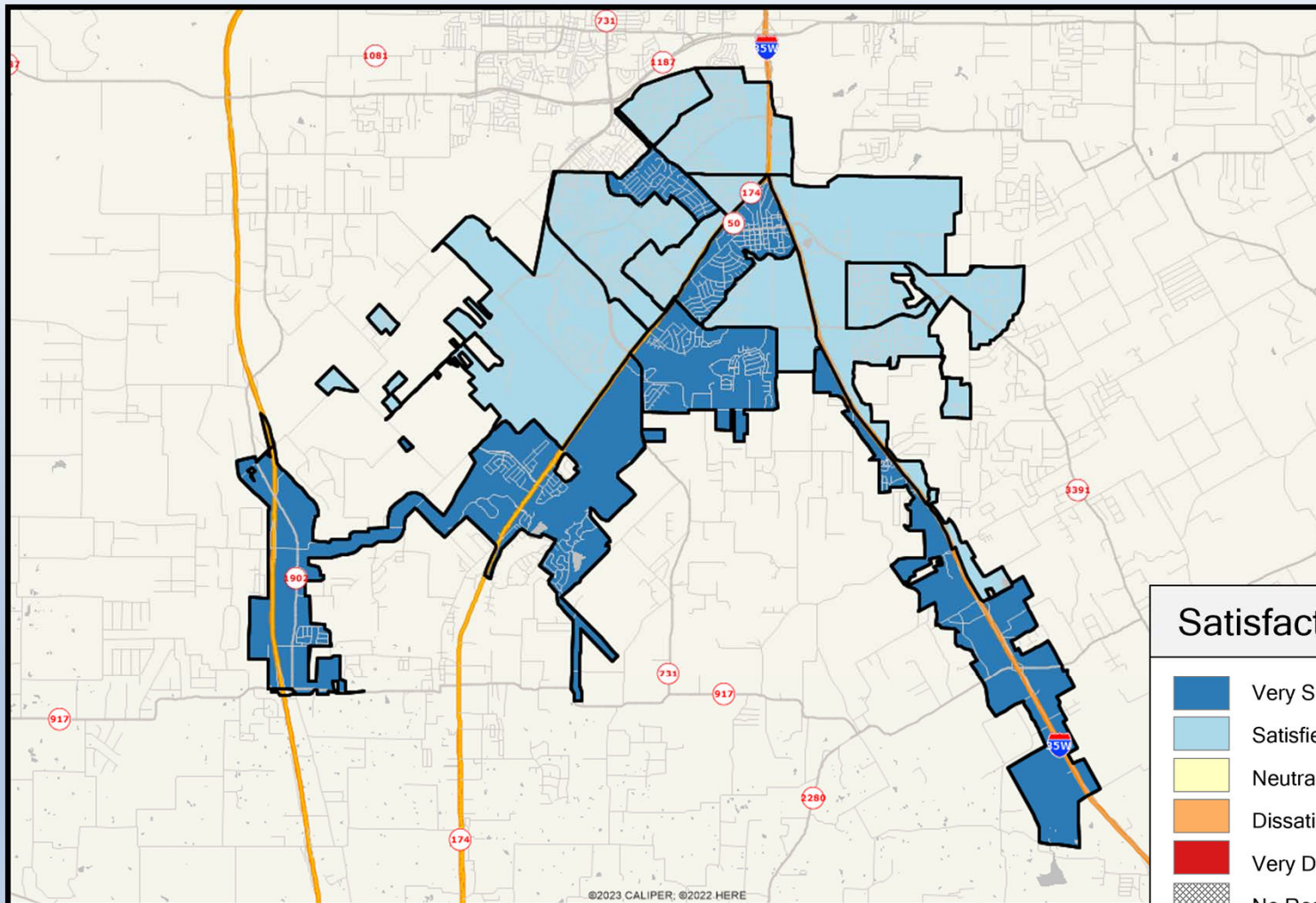
Q2-11. Quality of wastewater and sewer services



Satisfaction

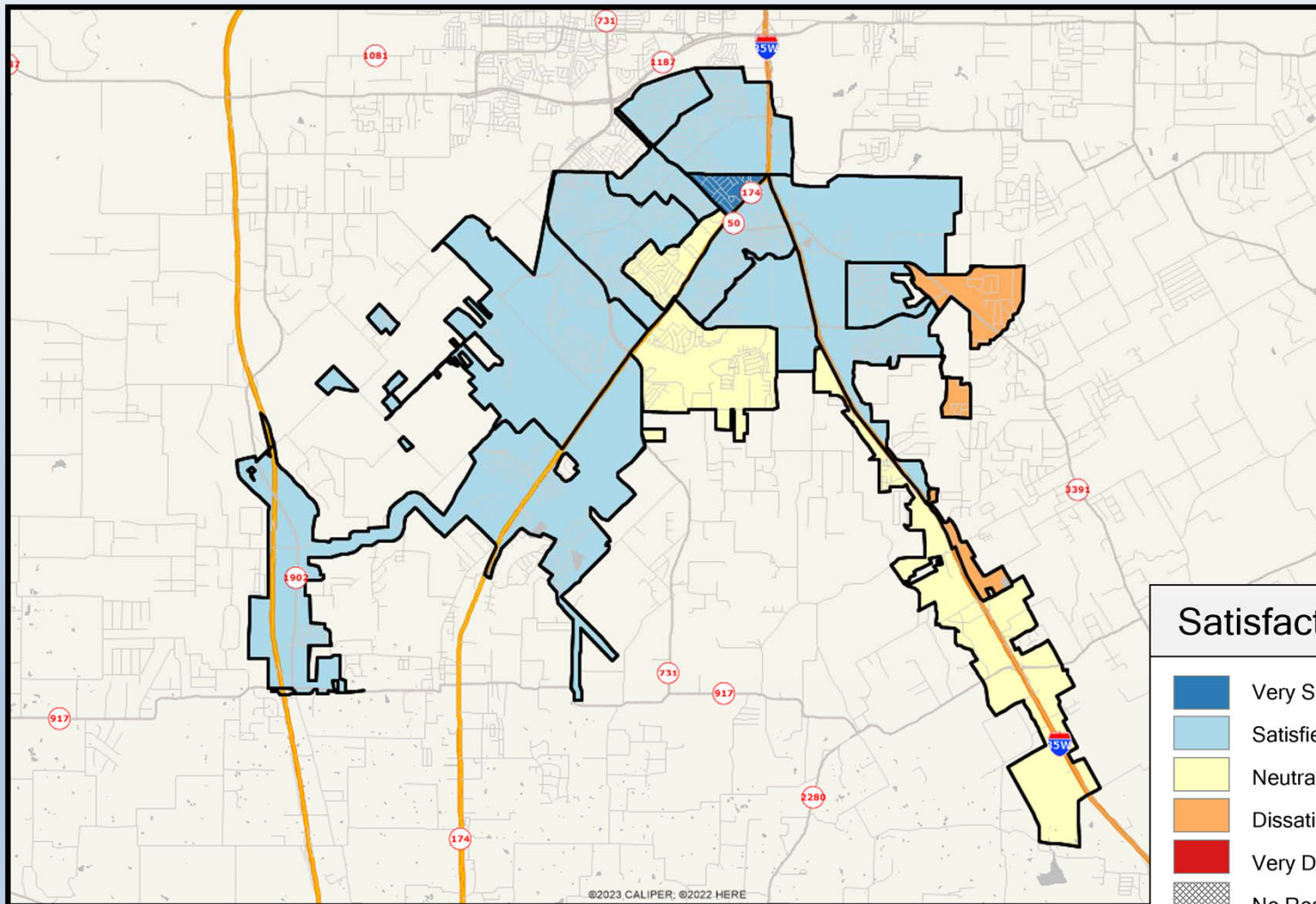
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q2-12. Quality of water utility services

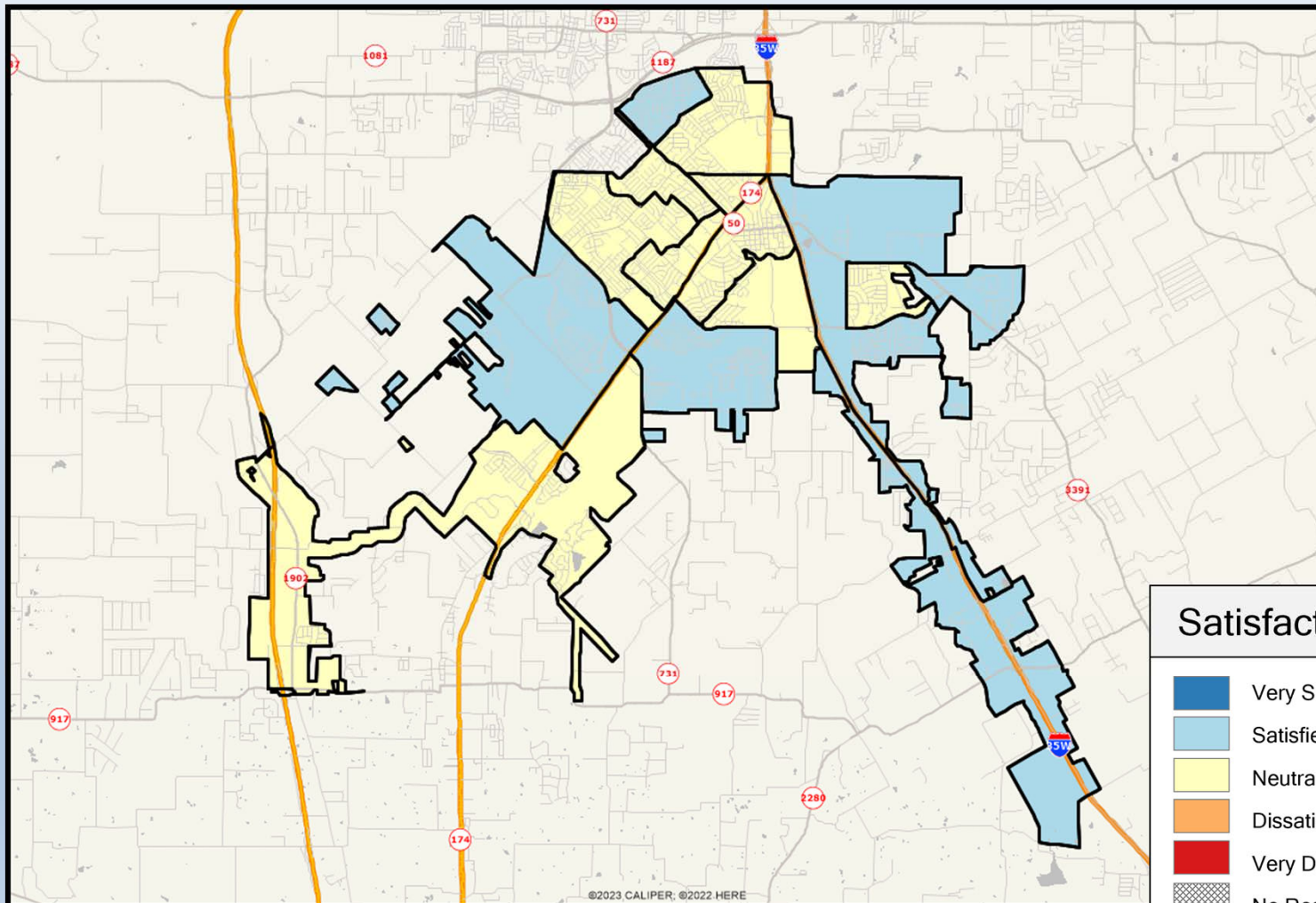


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Q2-13. Quality and timeliness of the city's permitting and inspection process



Q2-14. Value that you receive for your city tax dollars and fees



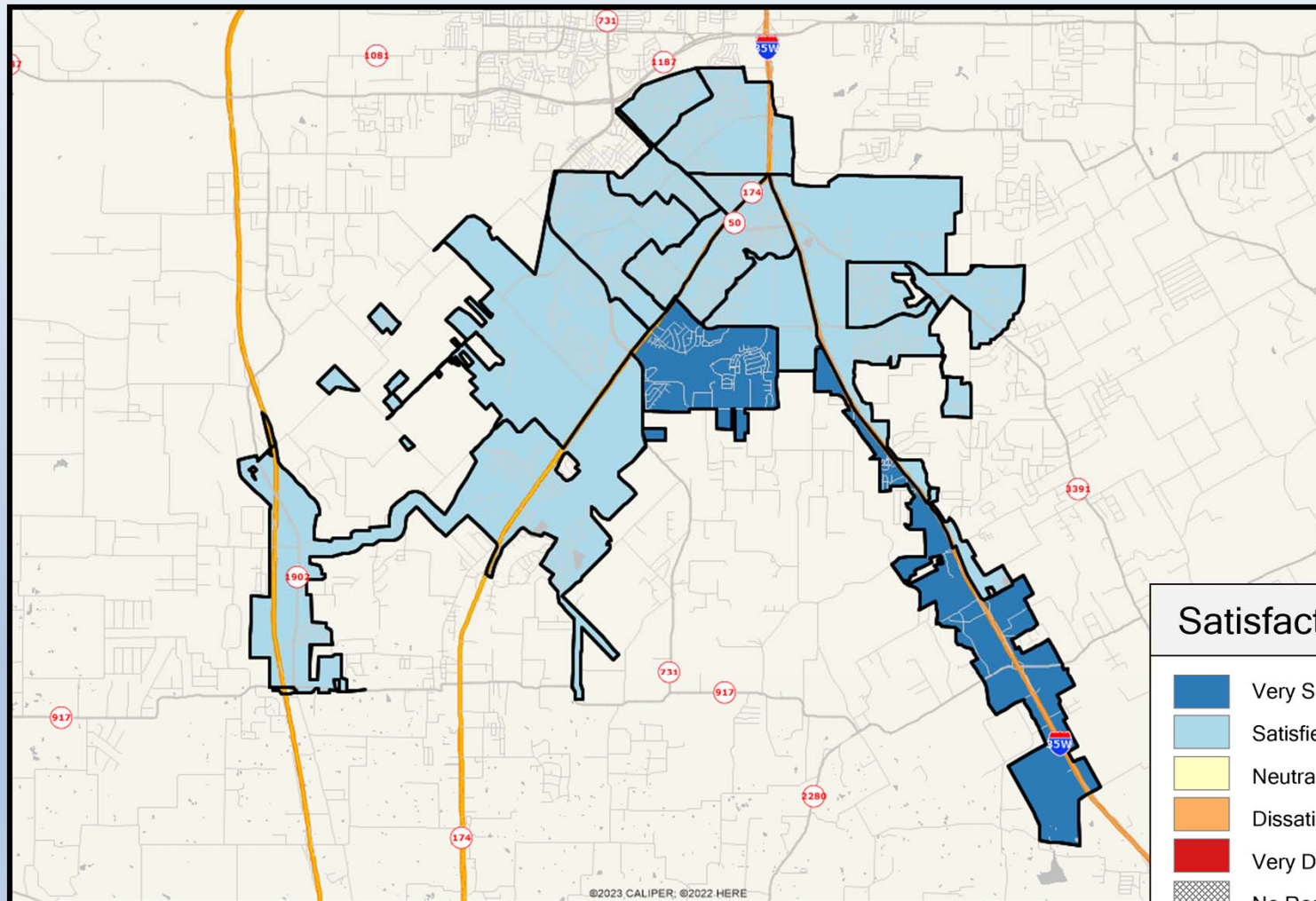
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

621

Q2-15. Efforts by city government to ensure the community is prepared for emergencies

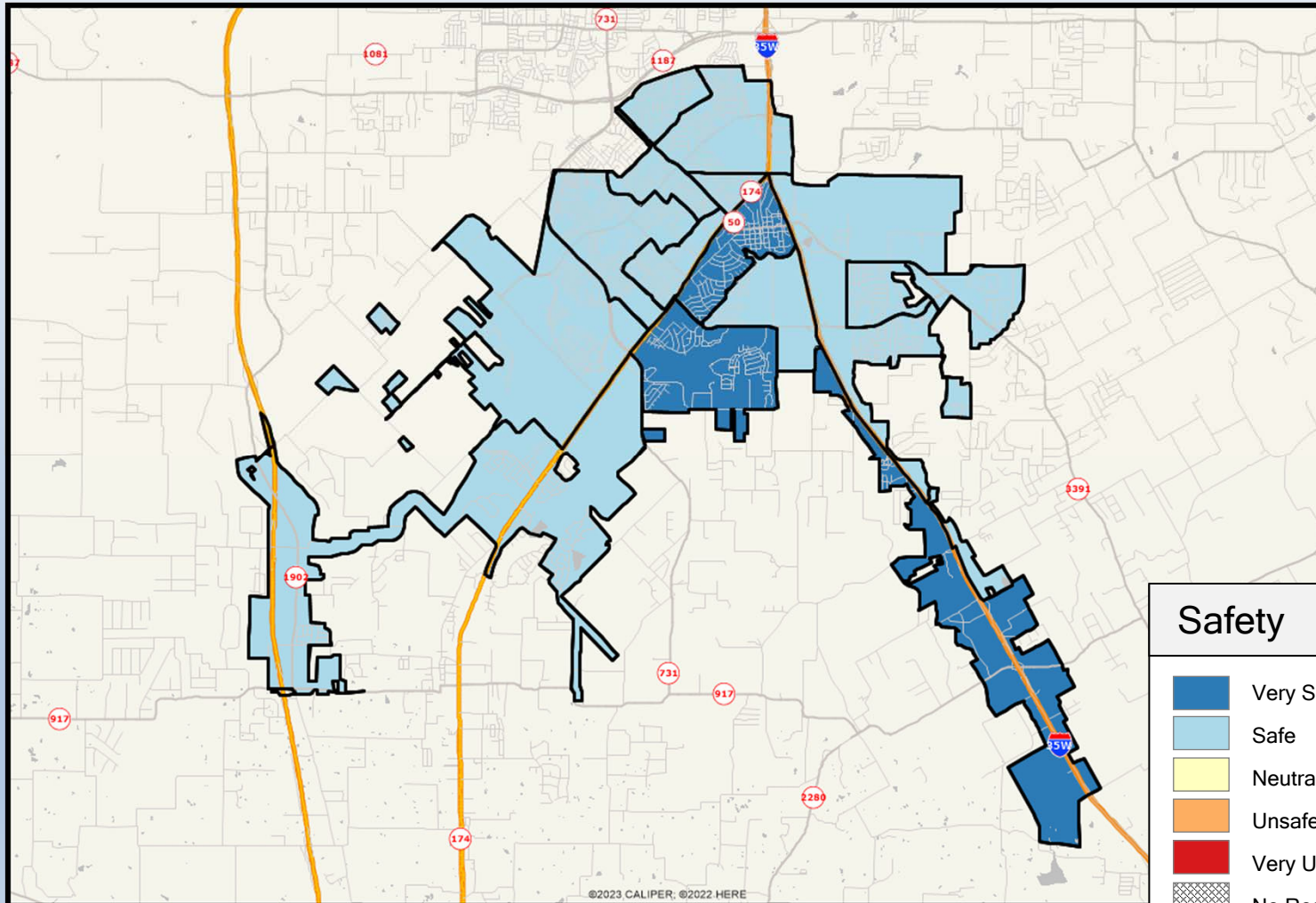


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

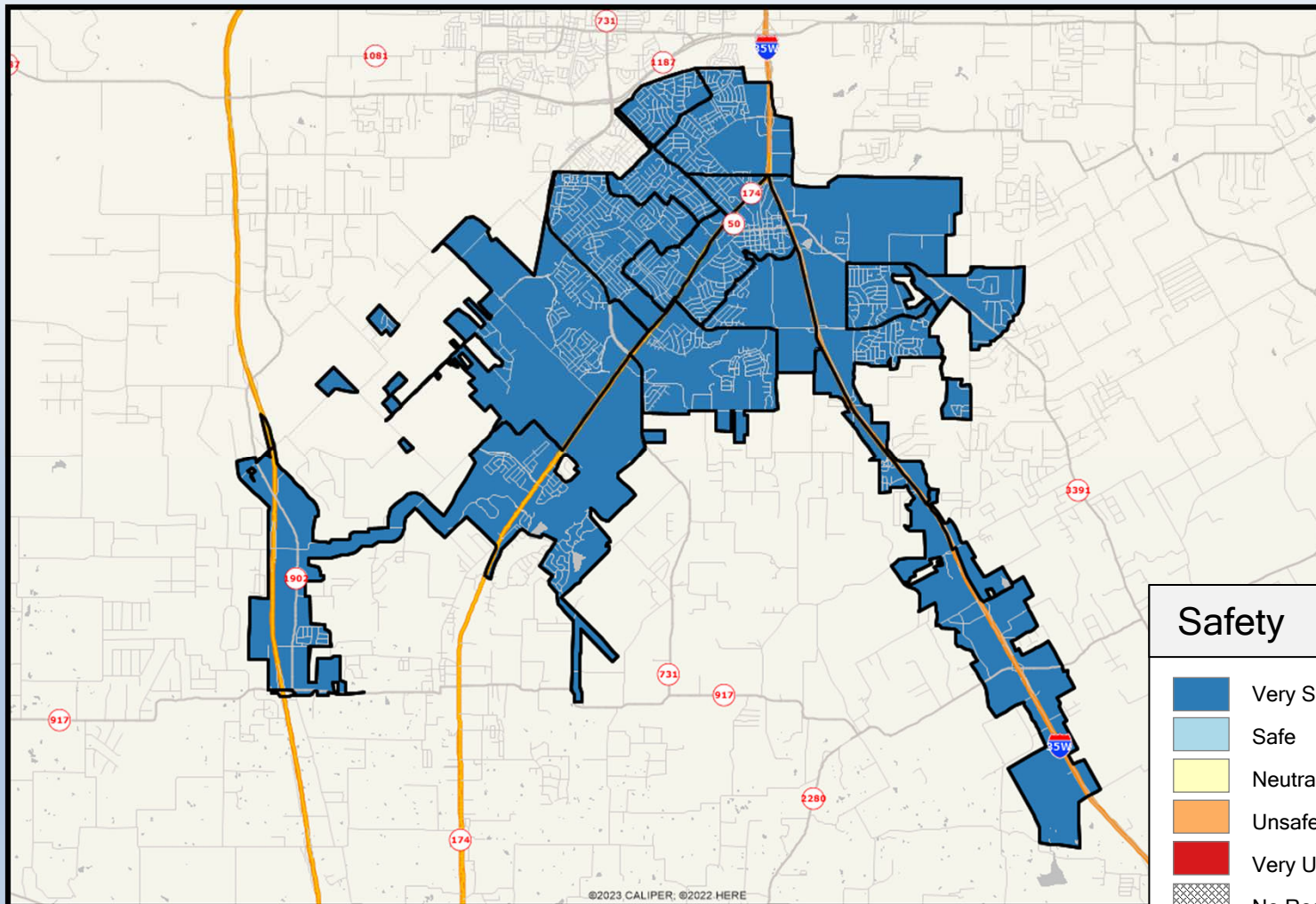
Q4-1. In the City of Burleson



Safety

- Very Safe
- Safe
- Neutral
- Unsafe
- Very Unsafe
- No Response

Q4-2. In your neighborhood during the day

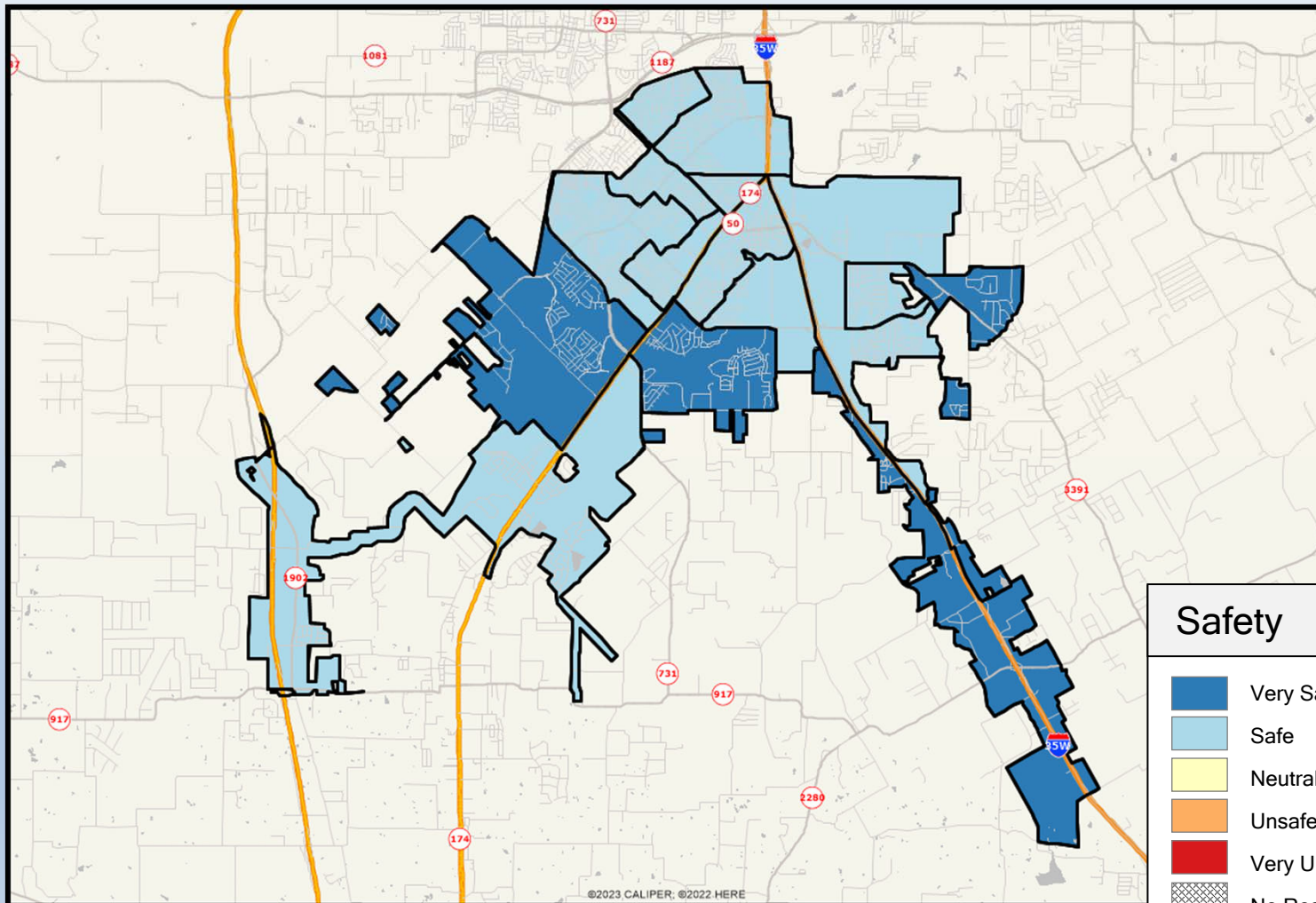


Safety

- Very Safe
- Safe
- Neutral
- Unsafe
- Very Unsafe
- No Response

ETC INSTITUTE

Q4-3. In your neighborhood at night

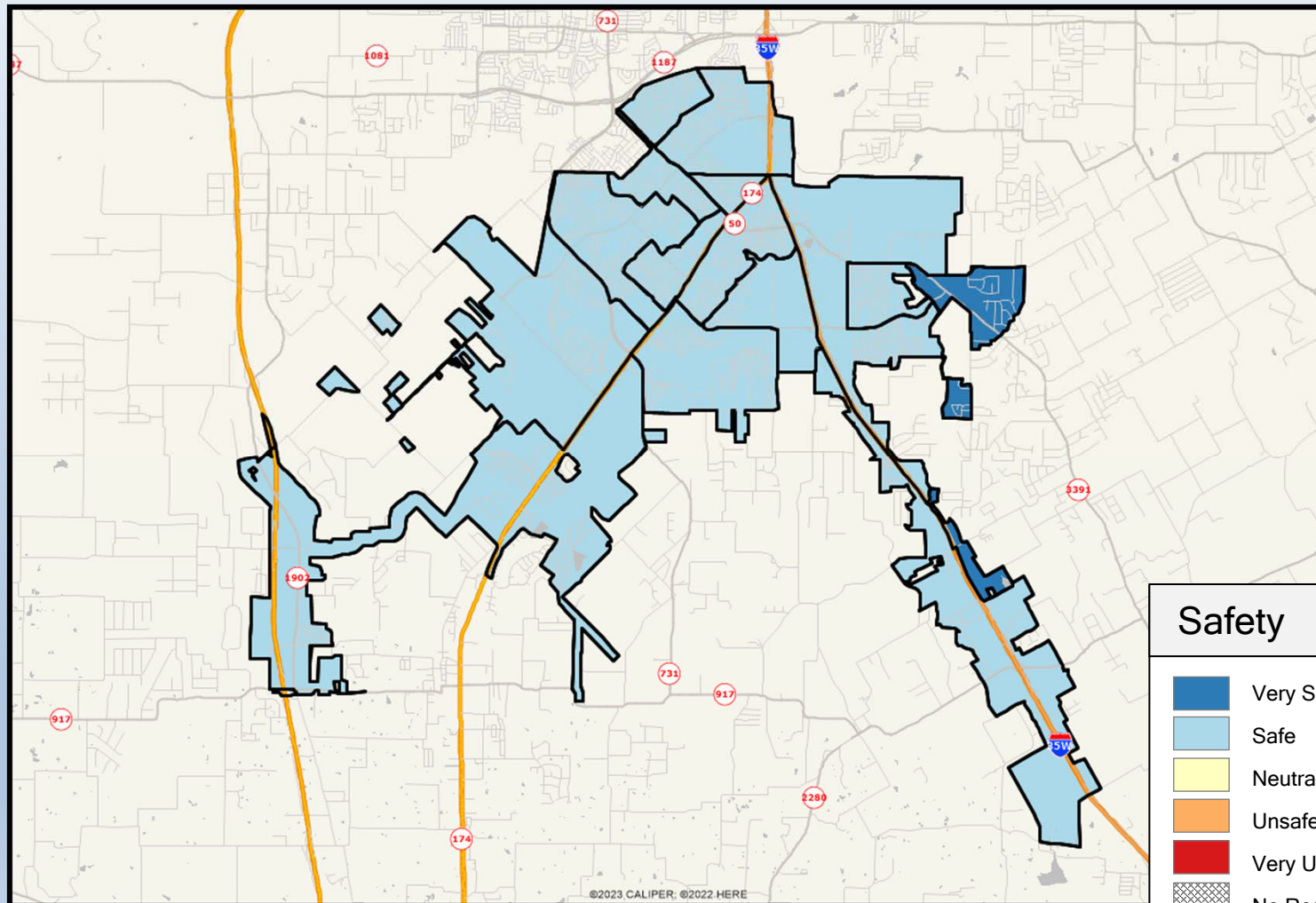


Safety

- Very Safe
- Safe
- Neutral
- Unsafe
- Very Unsafe
- No Response

ETC INSTITUTE

Q4-4. In city parks, trails, and recreation areas

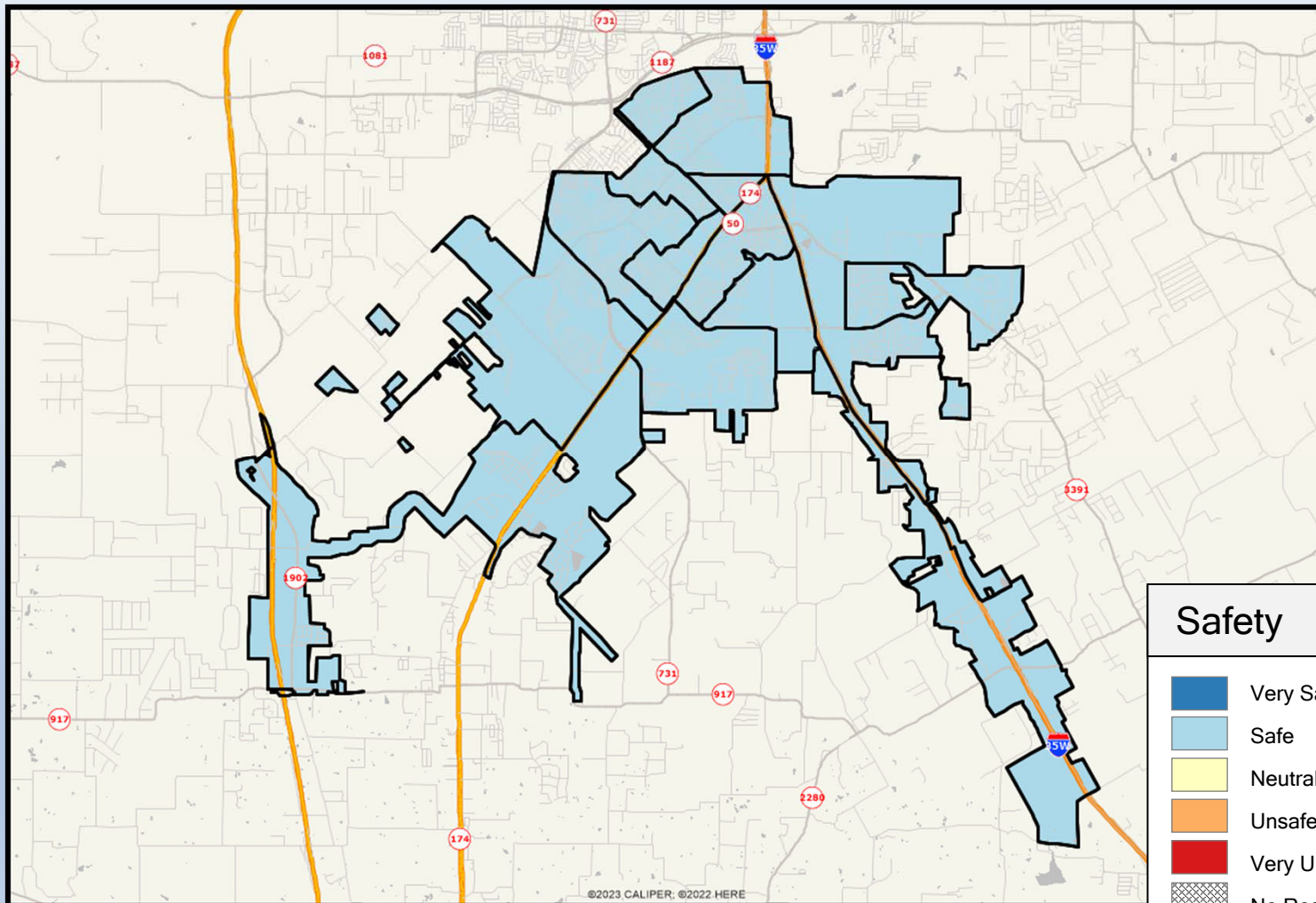


Safety

- Very Safe
- Safe
- Neutral
- Unsafe
- Very Unsafe
- No Response

ETC INSTITUTE

Q4-5. In commercial and retail areas

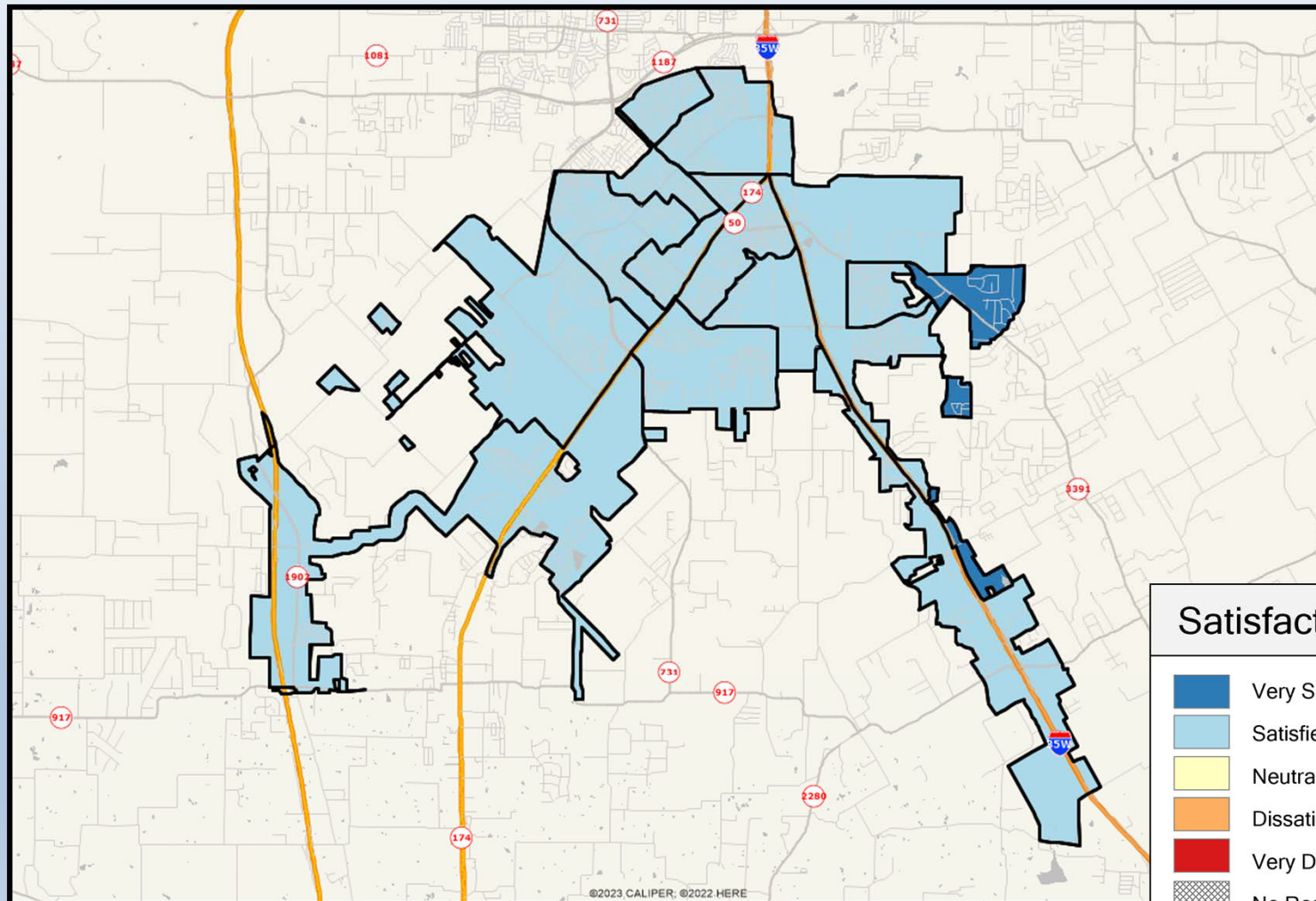


Safety

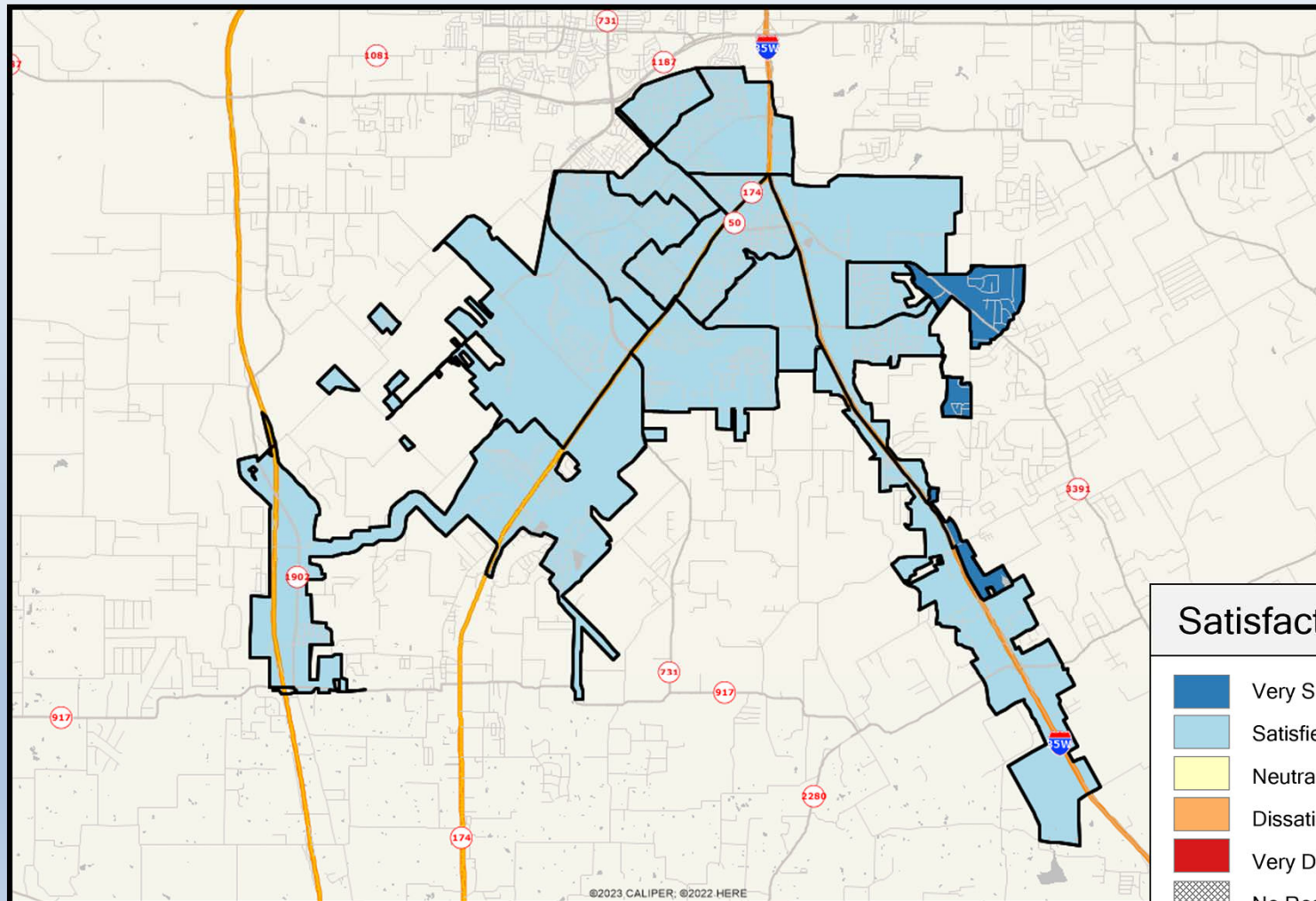
- Very Safe
- Safe
- Neutral
- Unsafe
- Very Unsafe
- No Response

ETC INSTITUTE

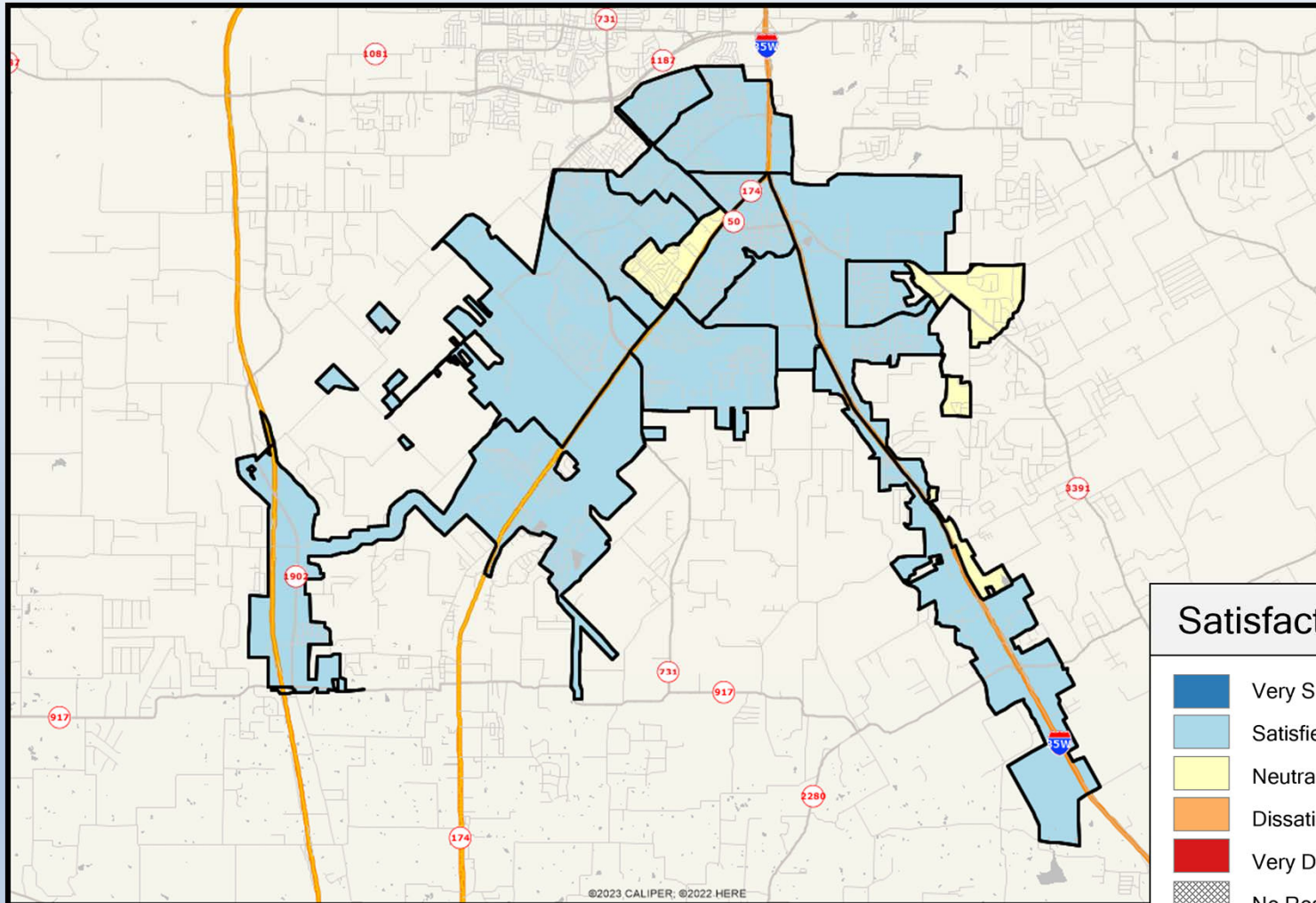
Q5-01. Efforts of city's police department to collaborate with the public to address concerns



Q5-02. Efforts of the city's police department to communicate with the public via social media



Q5-03. Enforcement of traffic laws

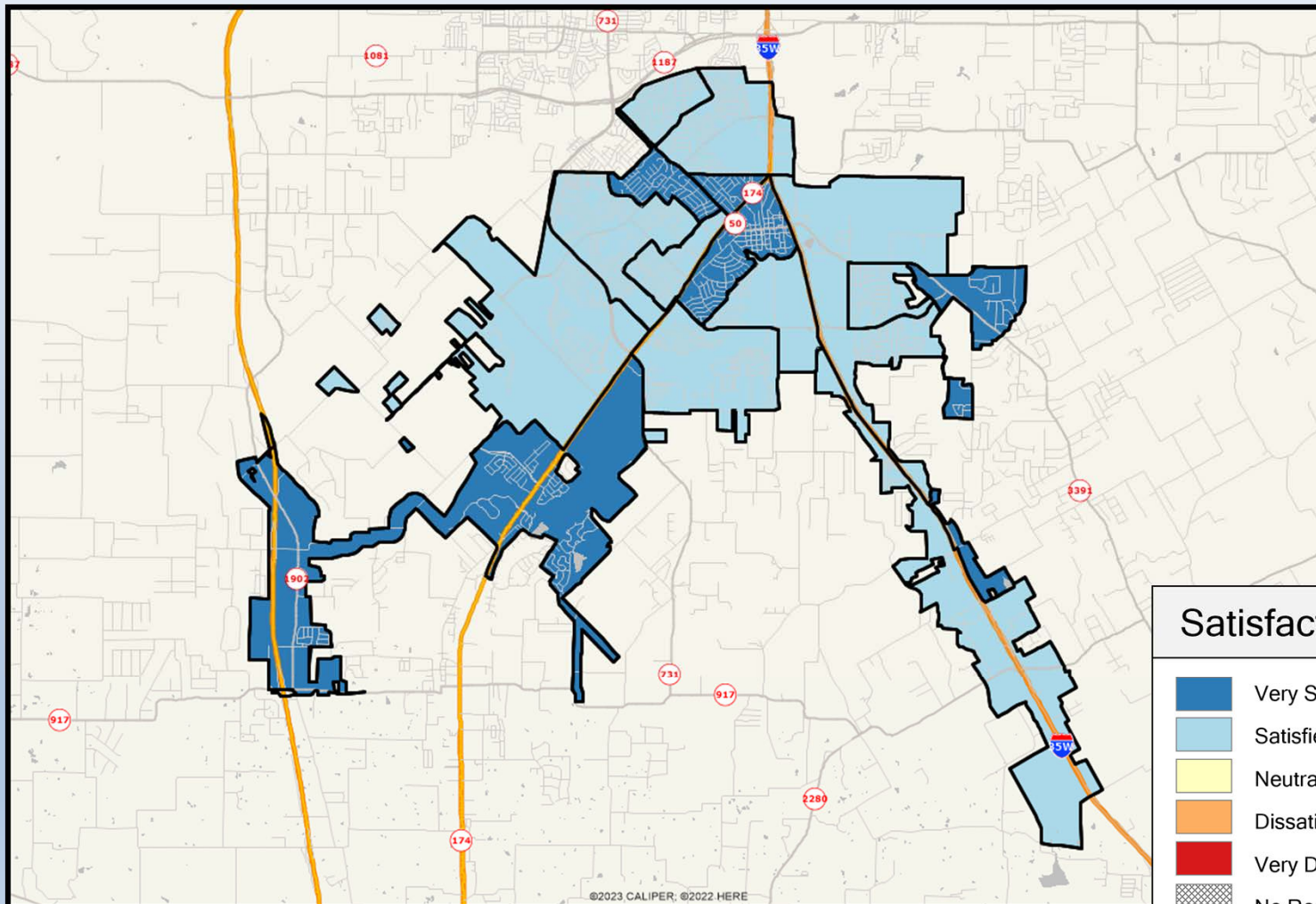


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q5-04. How quickly police respond to emergencies

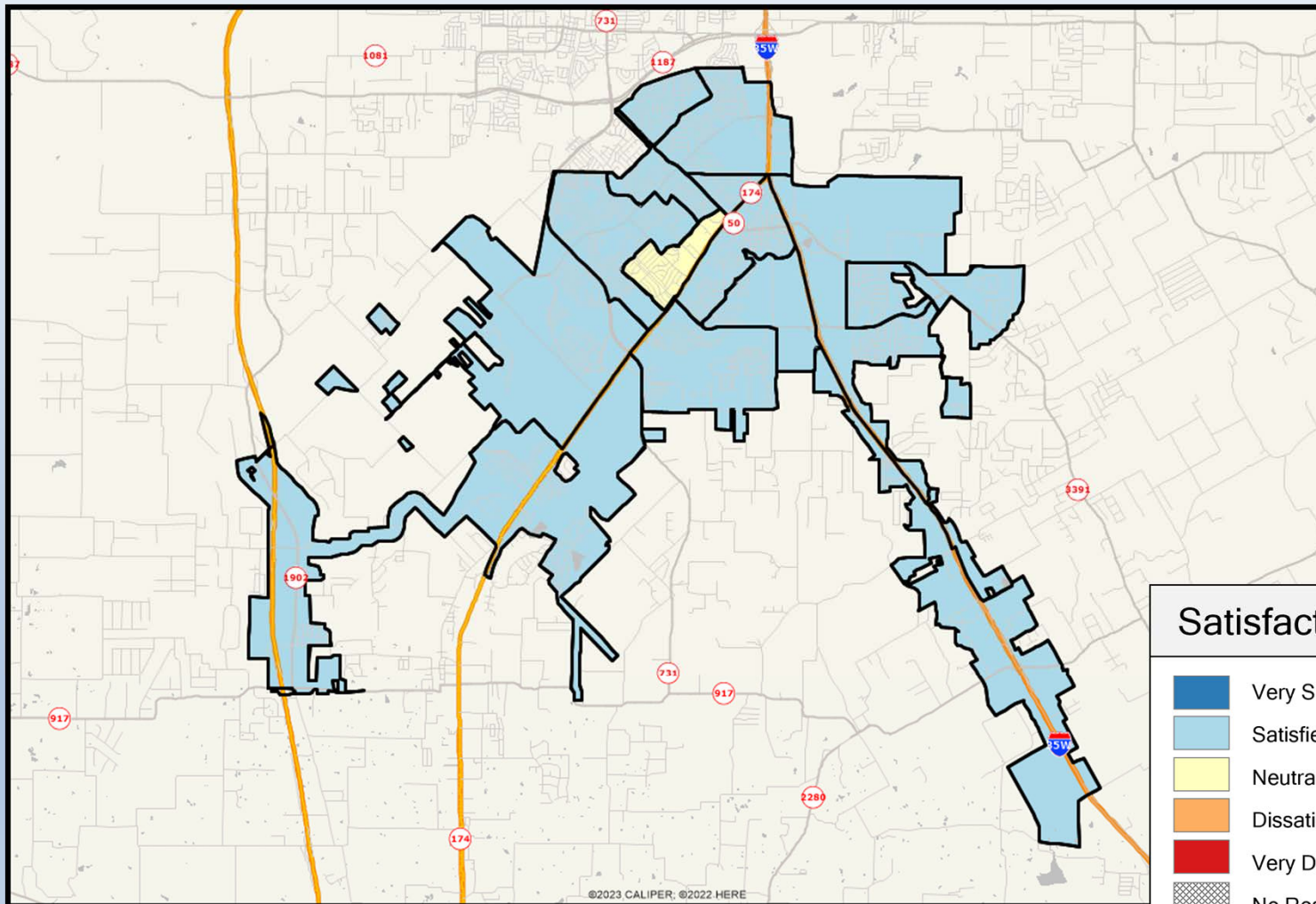


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

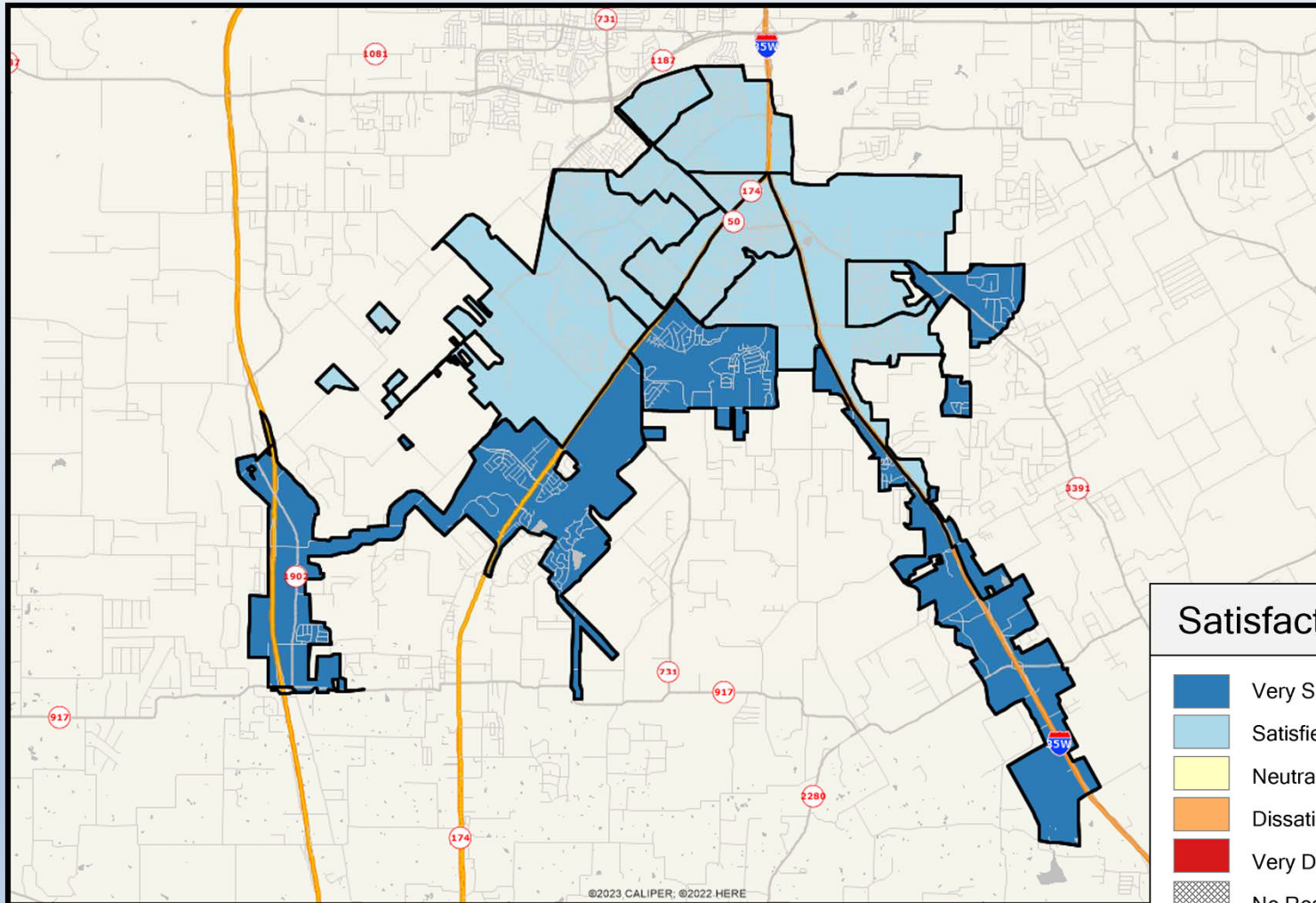
Q5-05. Efforts by city government to prevent crime



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q5-06. Quality of police services

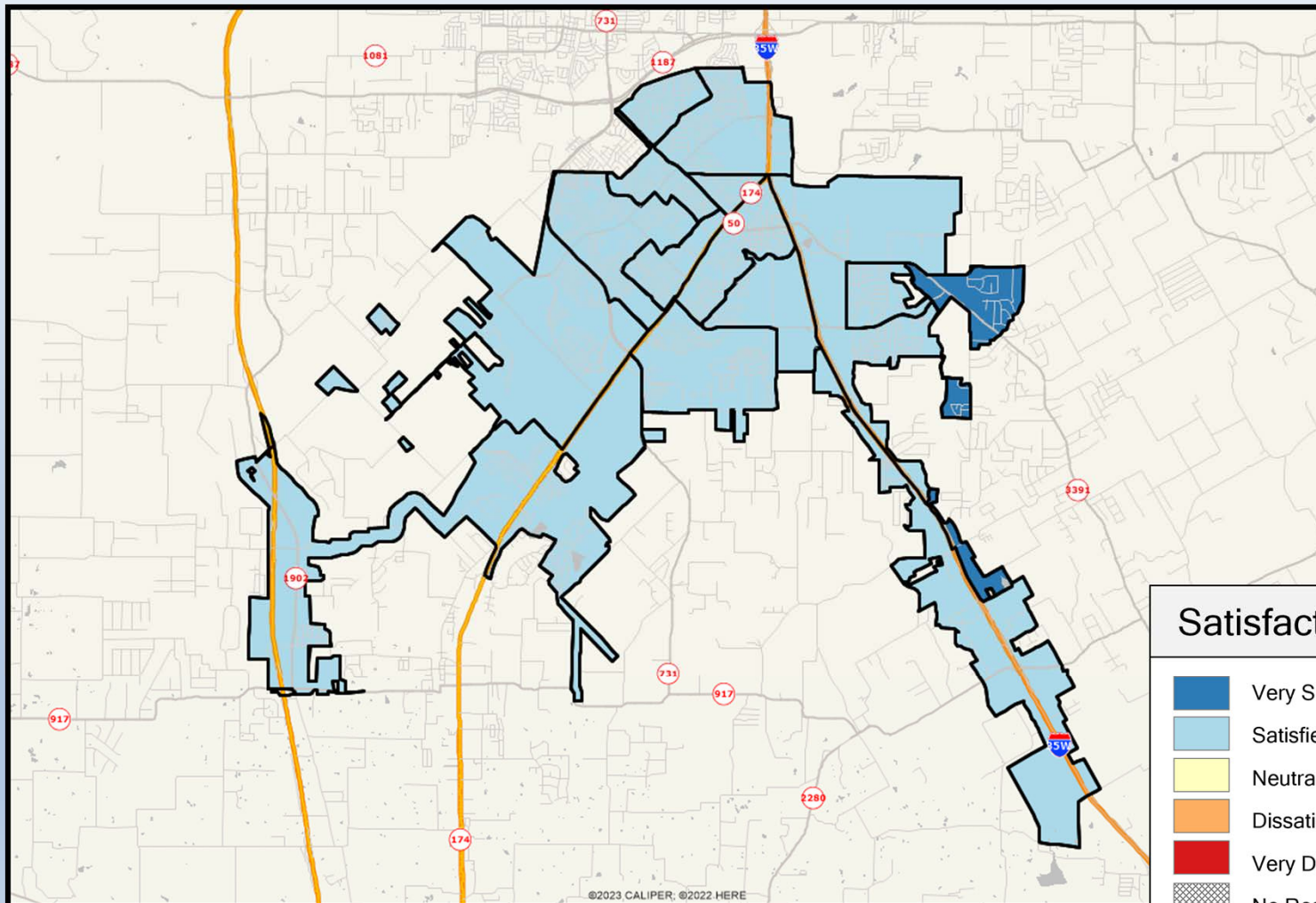


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q5-07. Quality of police community outreach programs

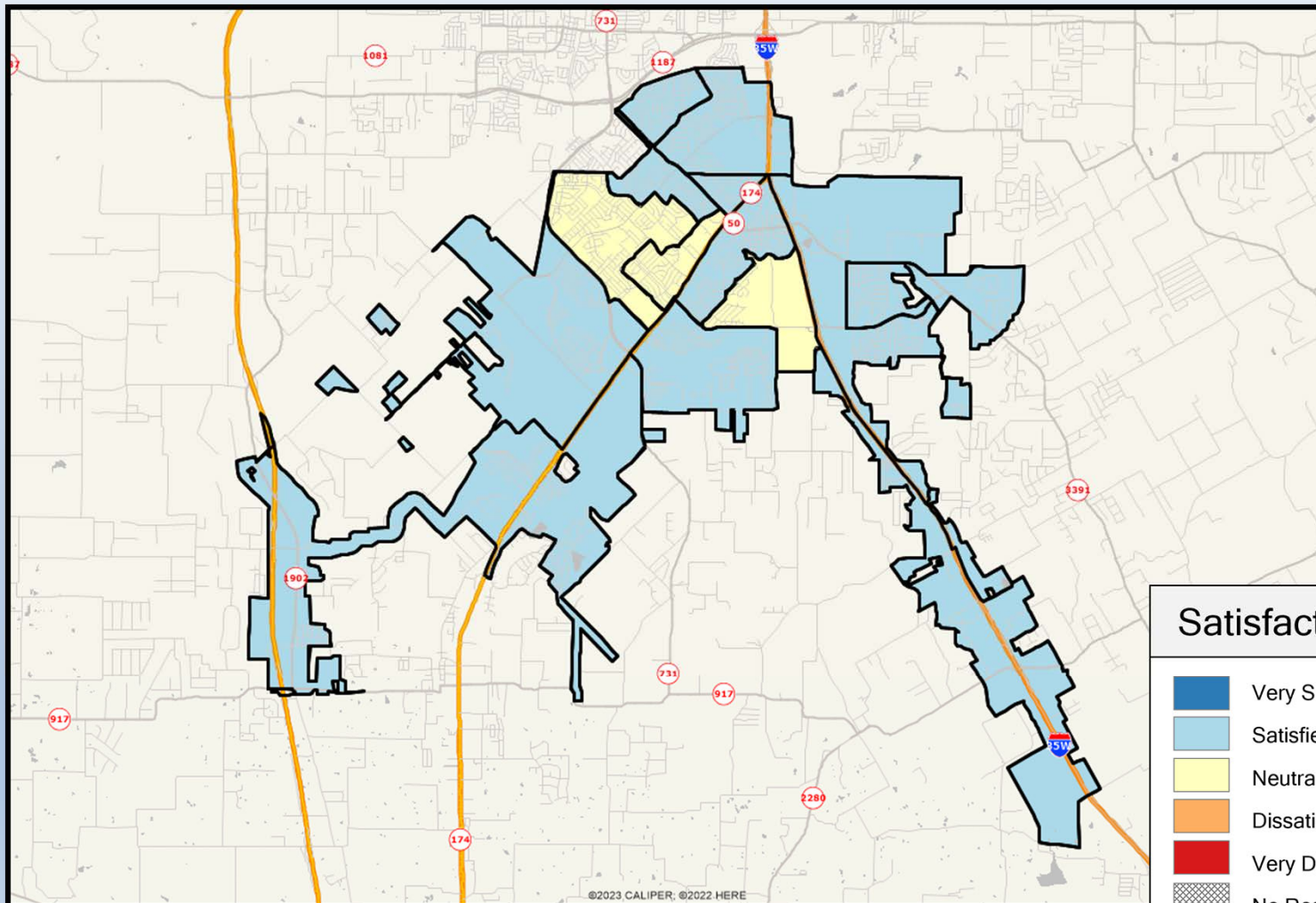


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

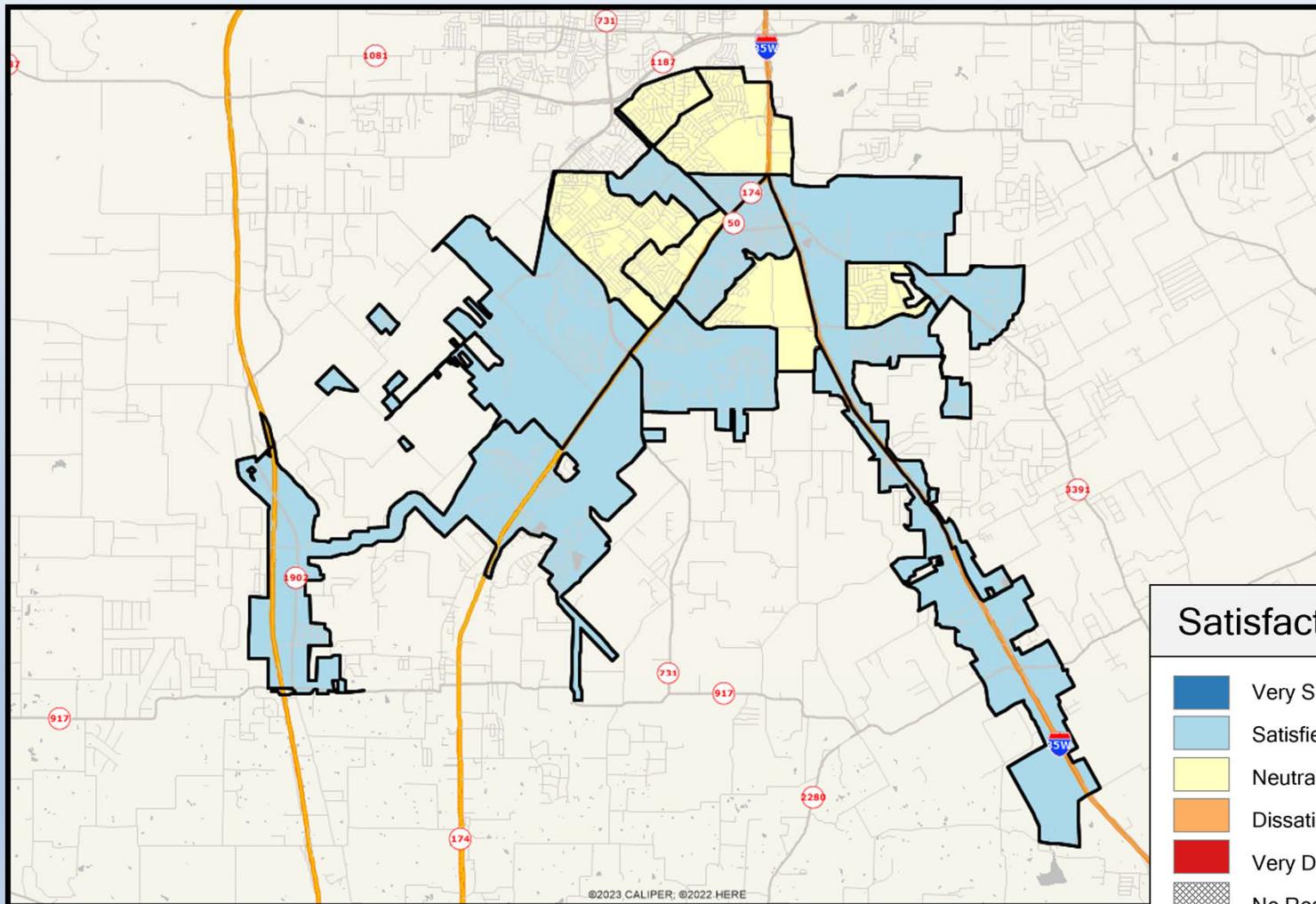
ETC INSTITUTE

Q5-08. Visibility of police in commercial and retail areas

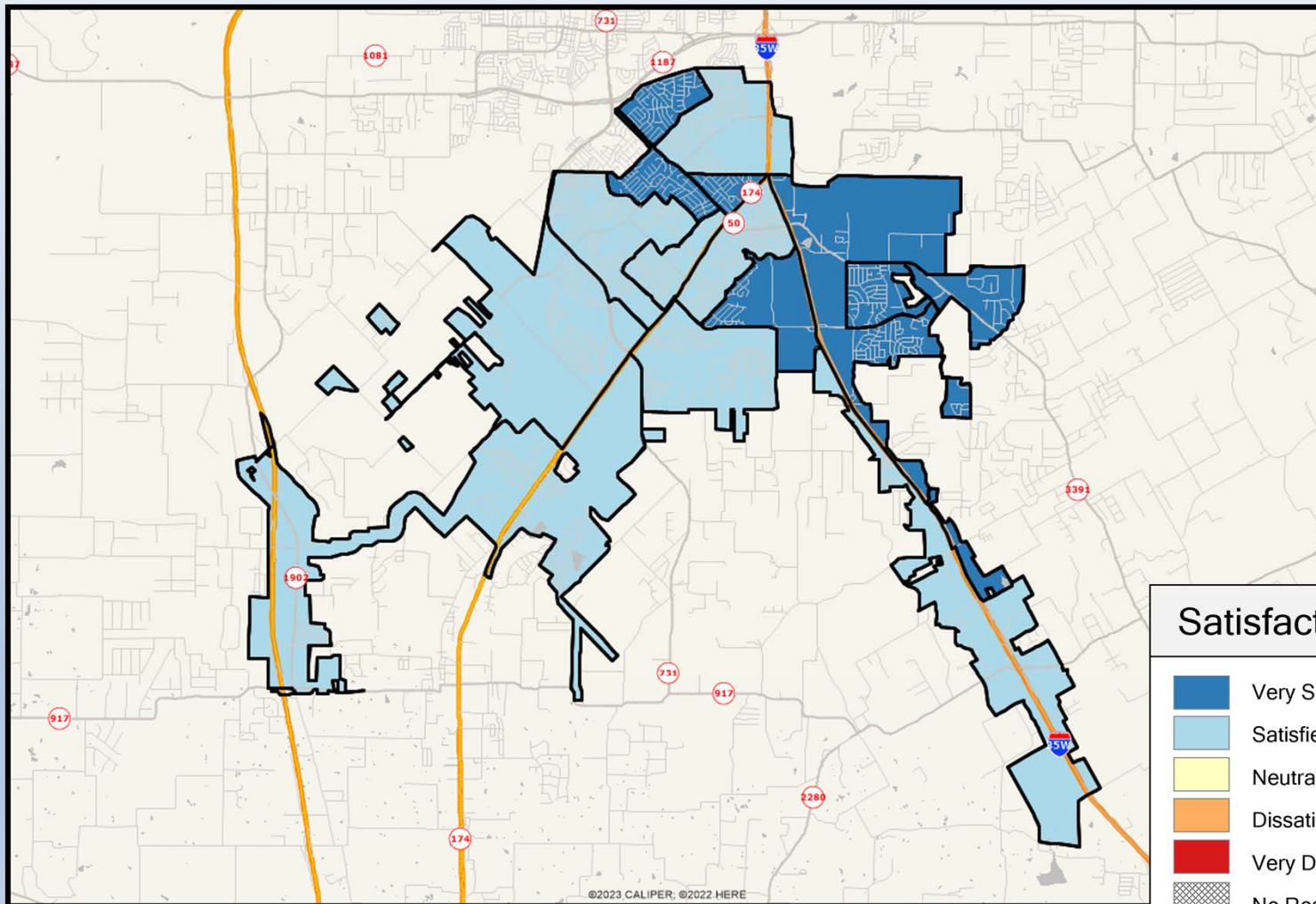


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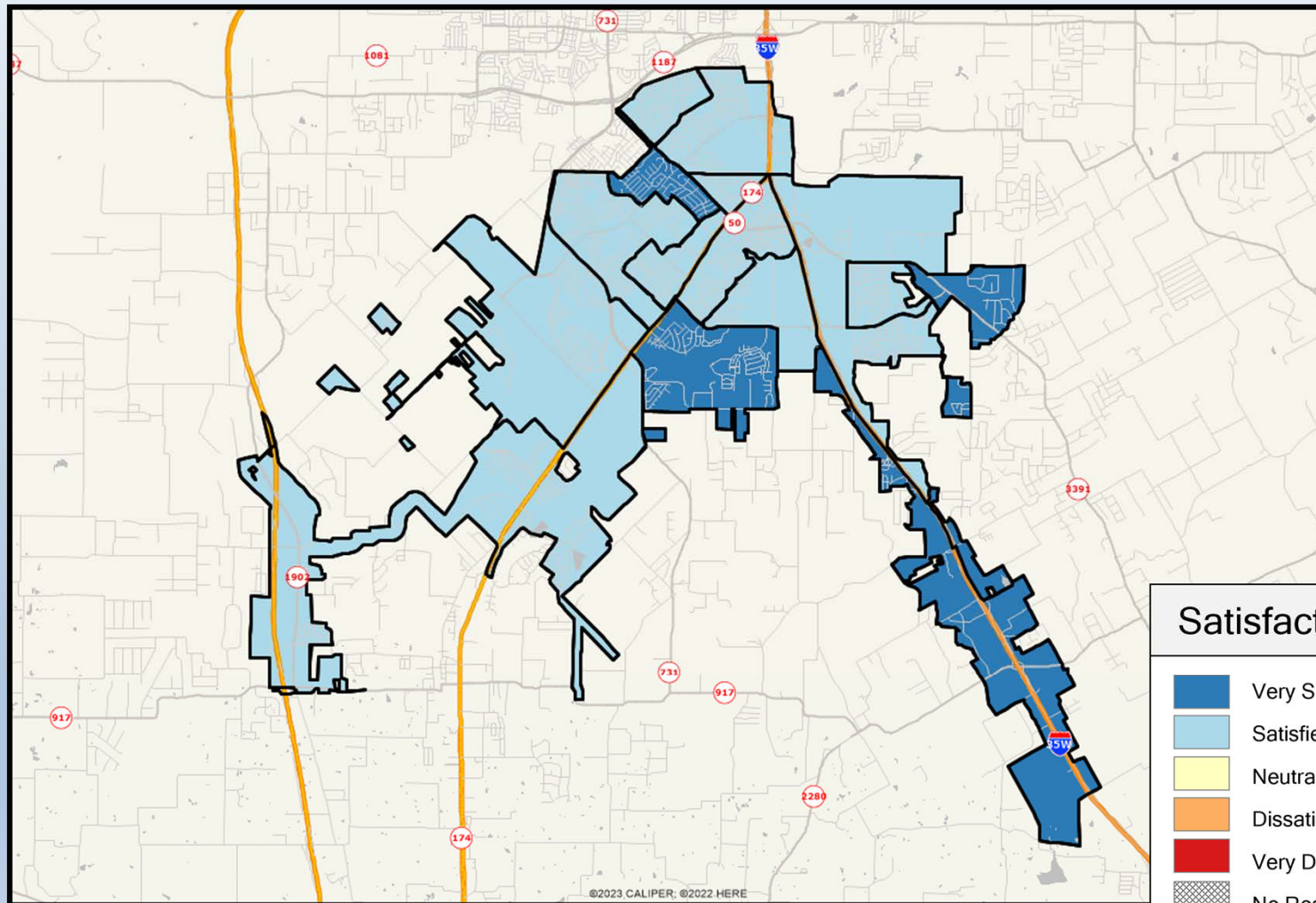
Q5-09. Visibility of police in neighborhoods



Q5-10. 911 service provided by dispatch operators



Q7-1. Efforts of the city's fire department to collaborate with the public to address concerns

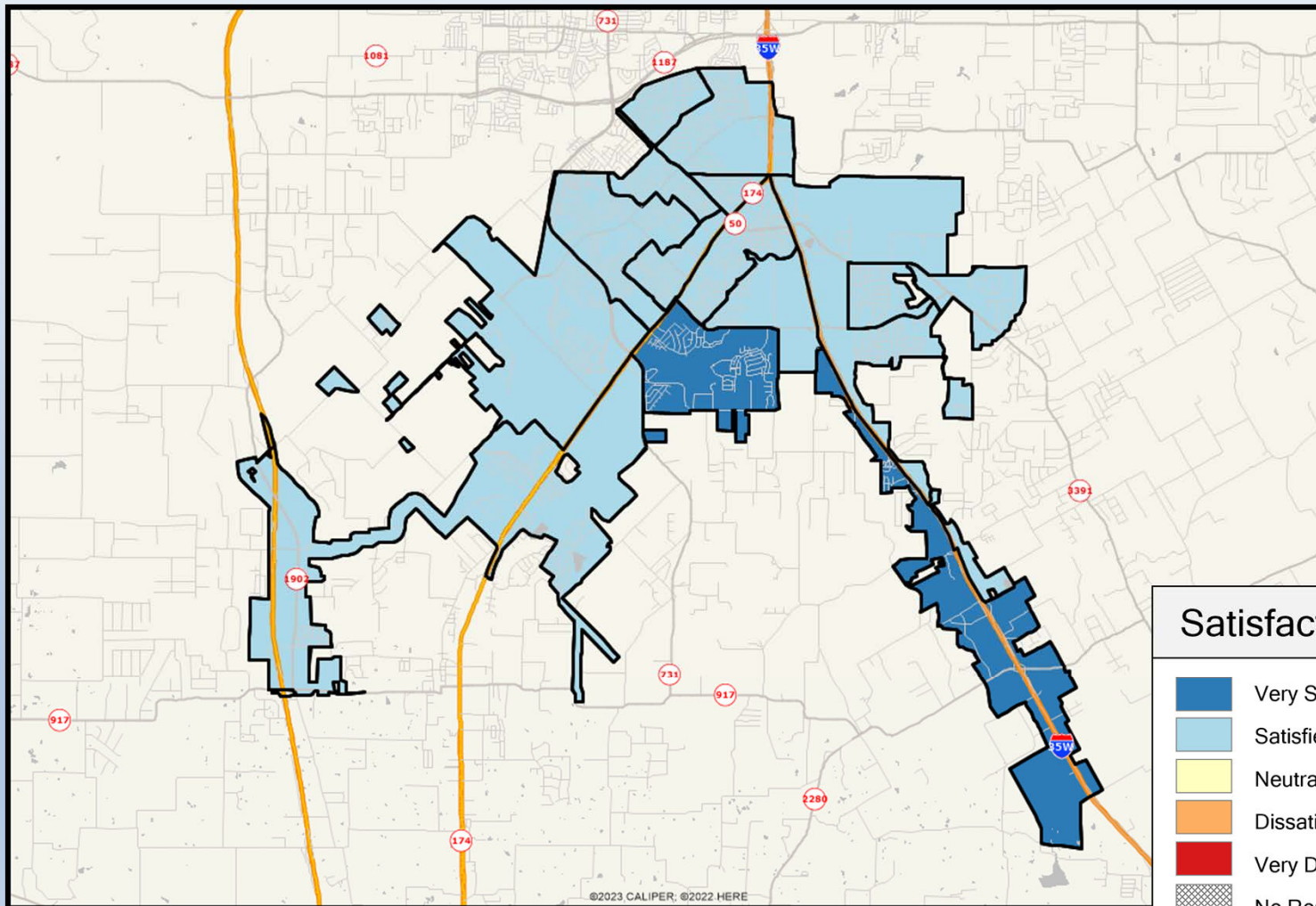


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q7-2. Efforts of the city's fire department to communicate with the public via social media

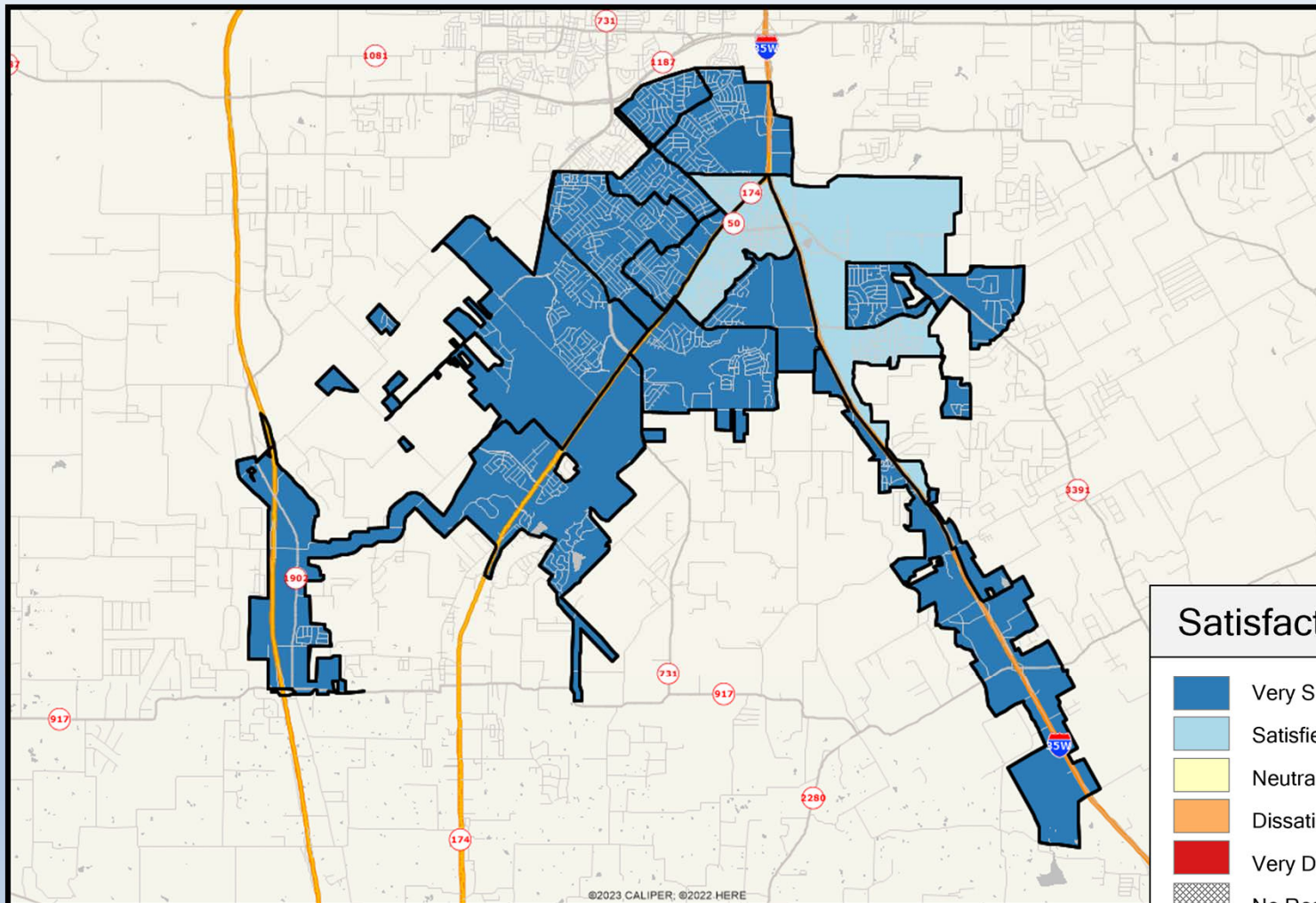


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q7-3. Emergency fire services

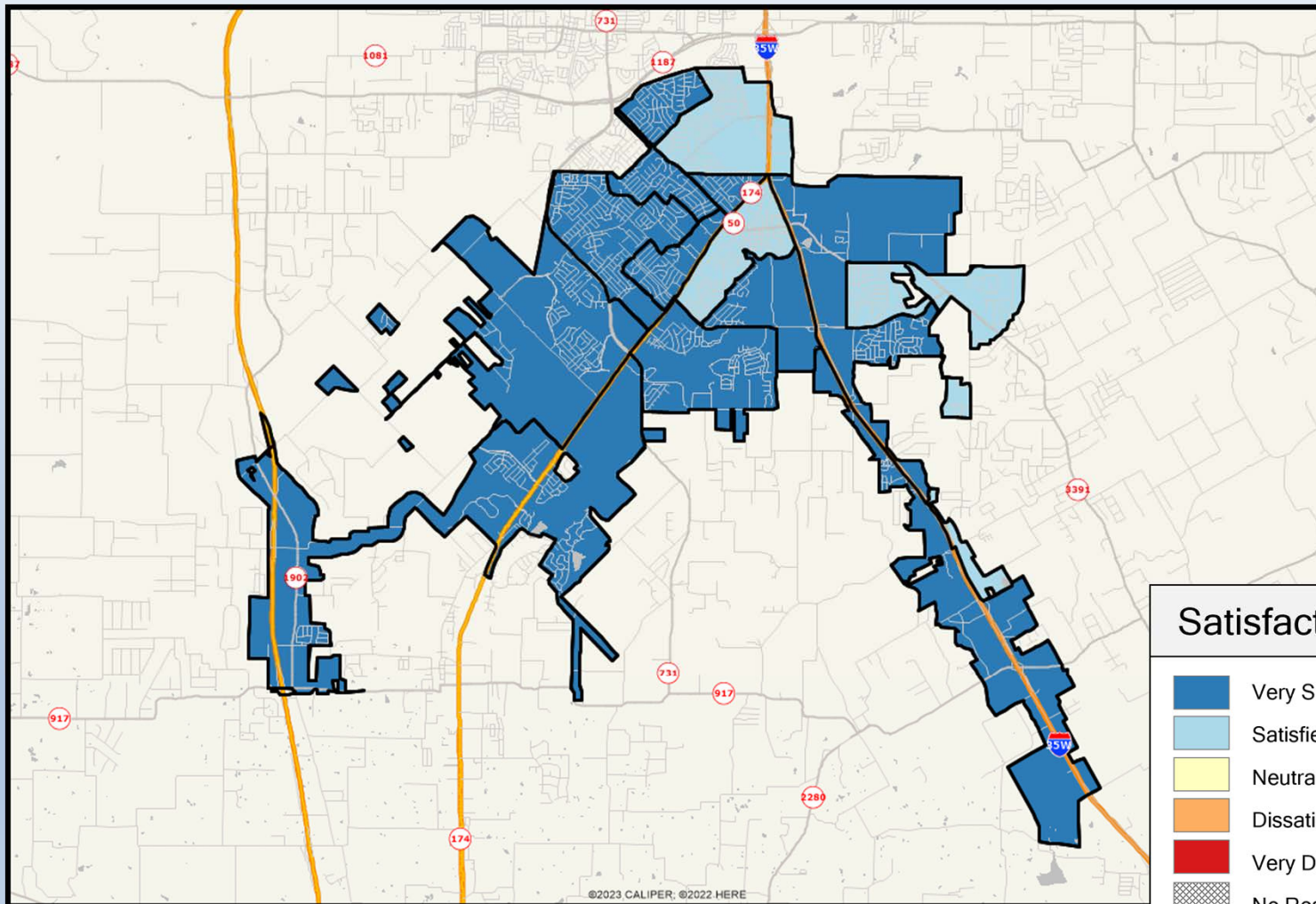


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

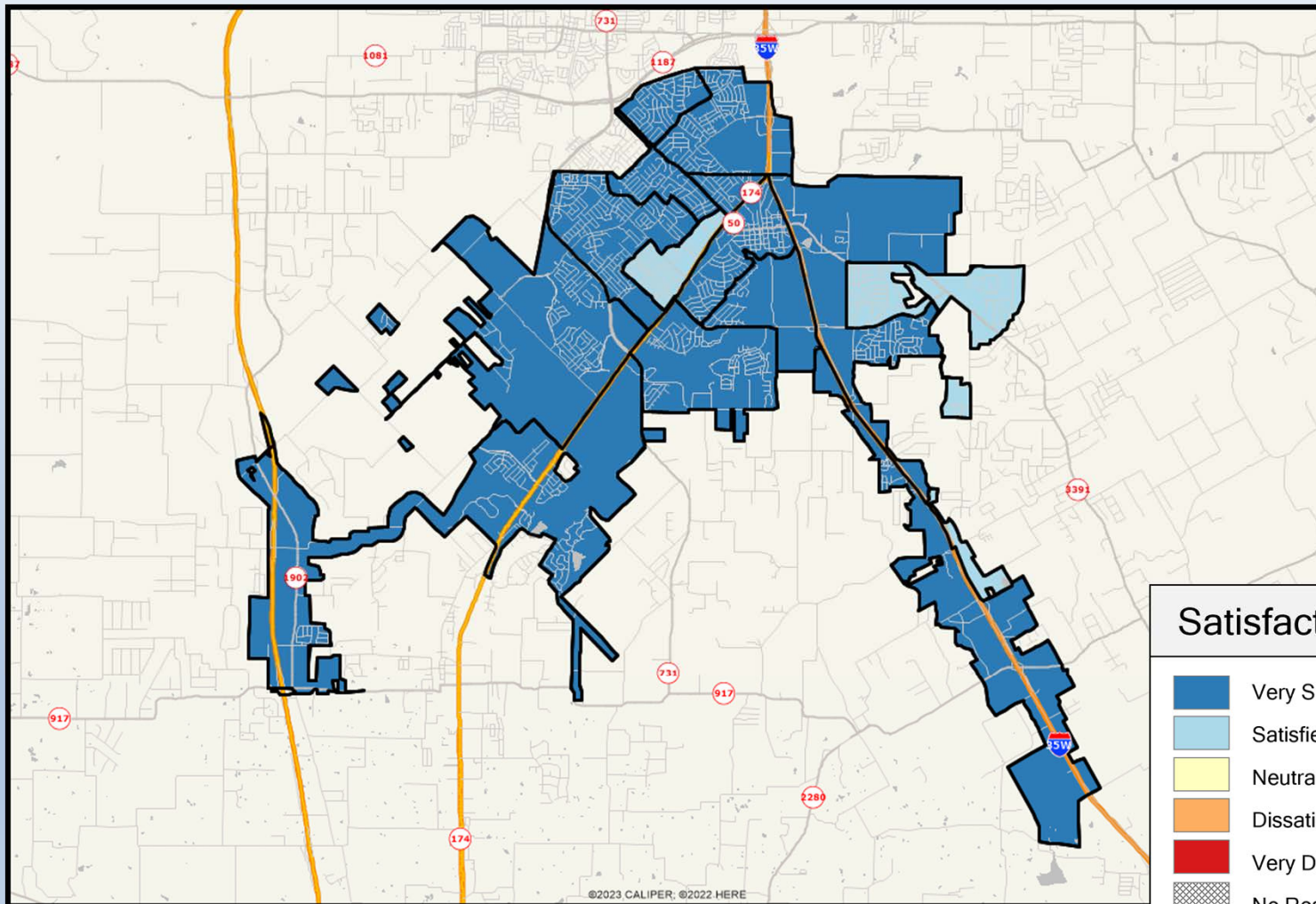
ETC INSTITUTE

Q7-4. Emergency medical services



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Q7-5. How quickly fire and rescue personnel respond to emergencies

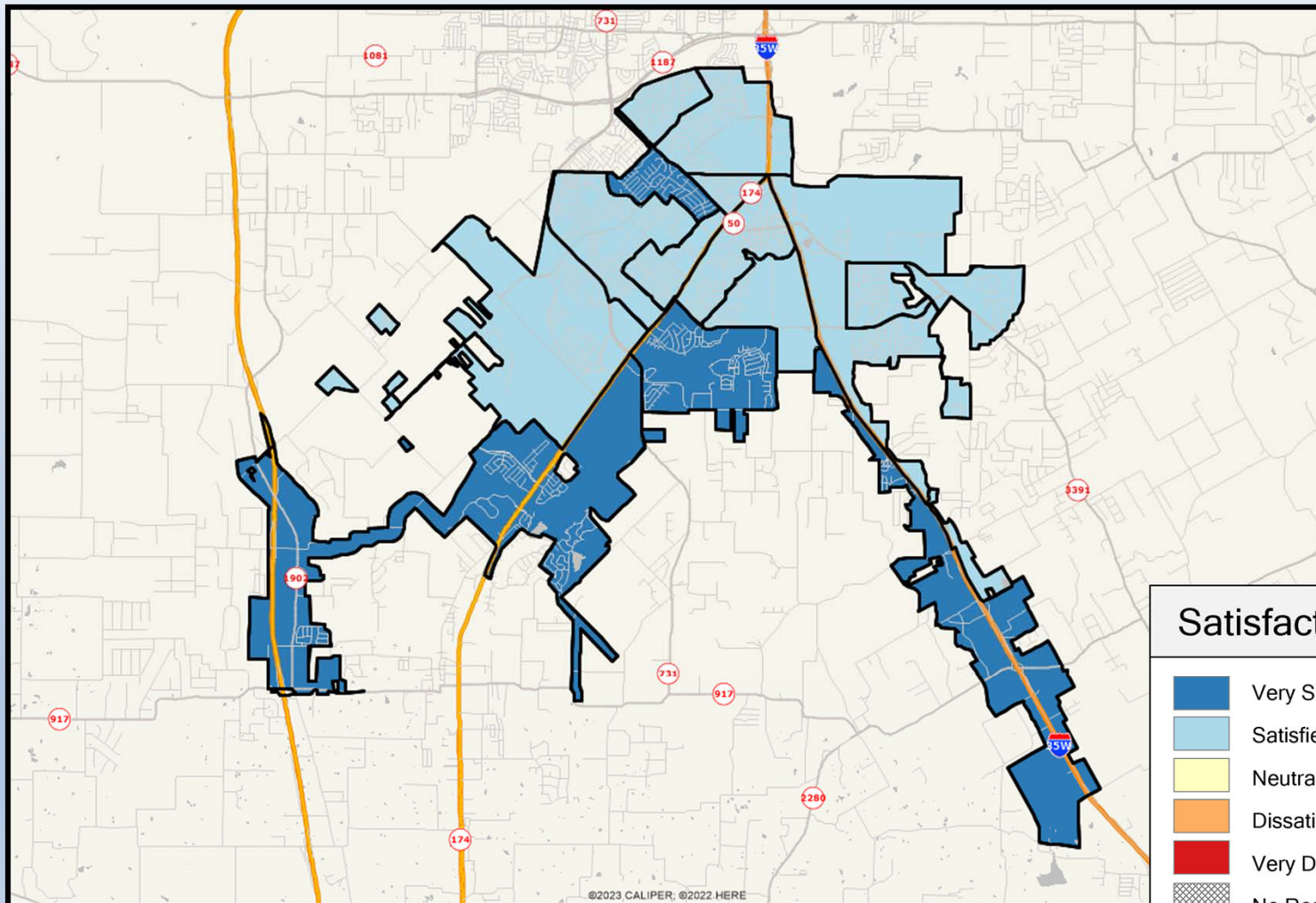


Satisfaction

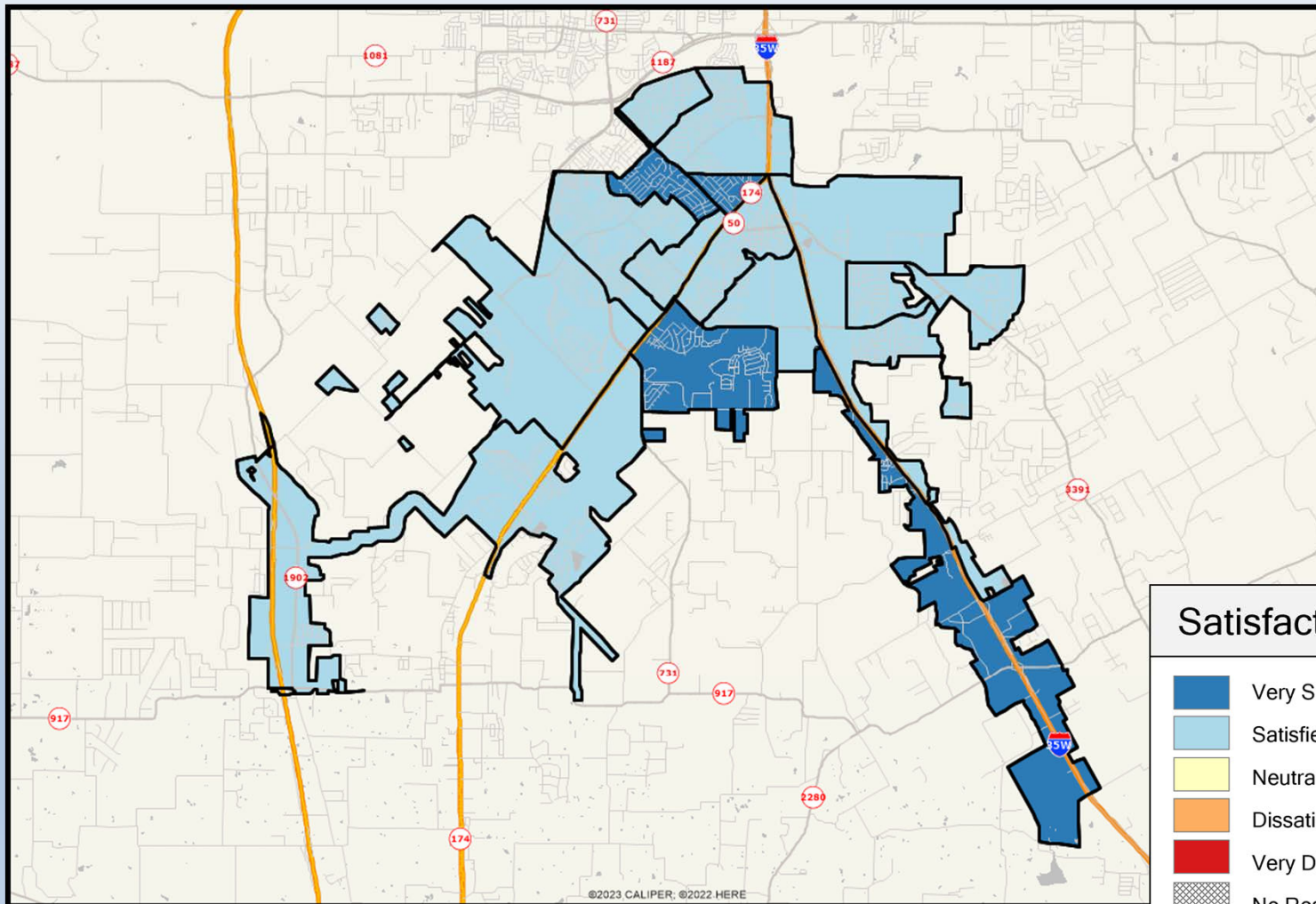
- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q7-6. Quality of fire community outreach programs



Q7-7. Quality of fire safety education programs

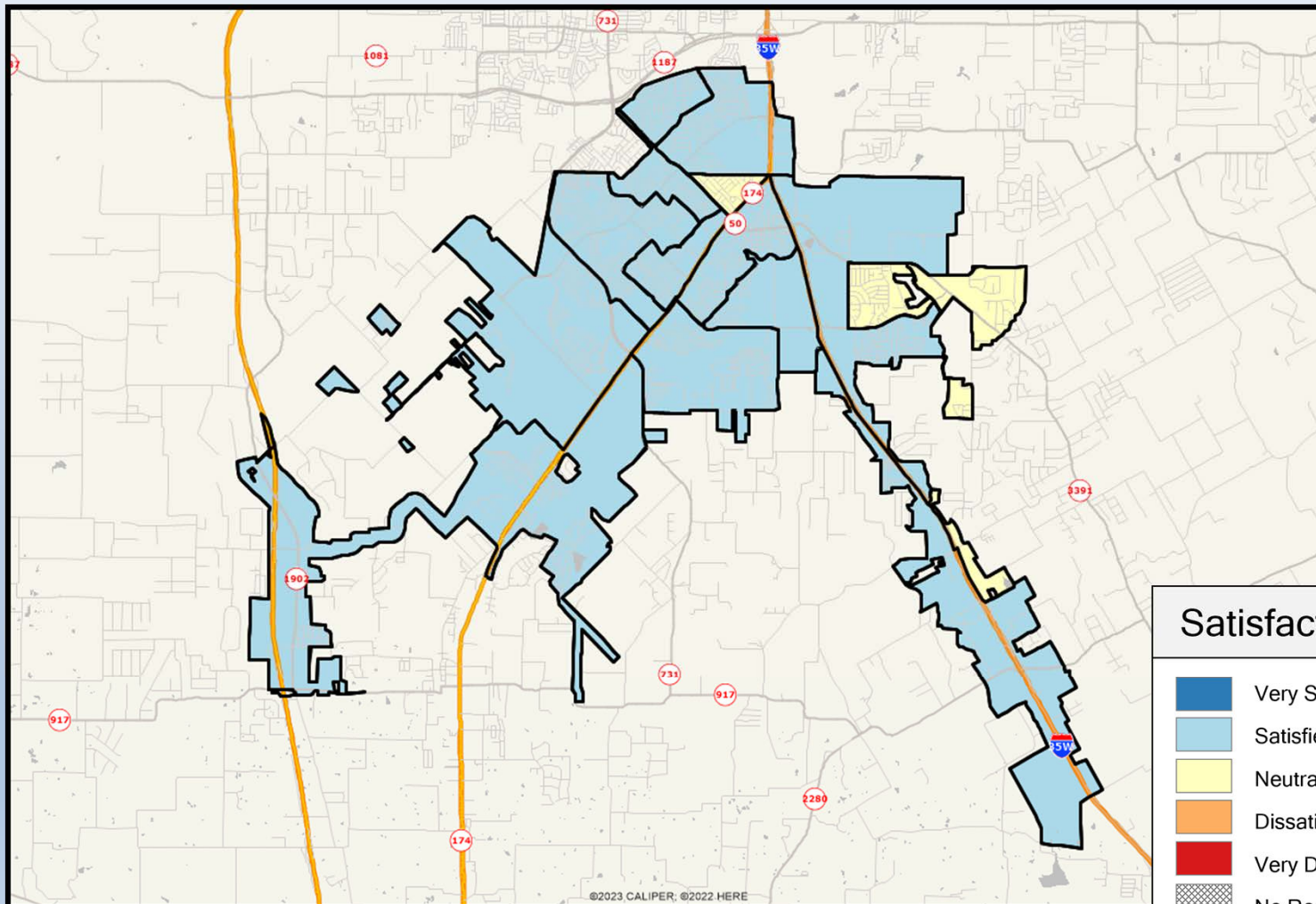


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9-1. How easy it is to find information when visiting the city's website

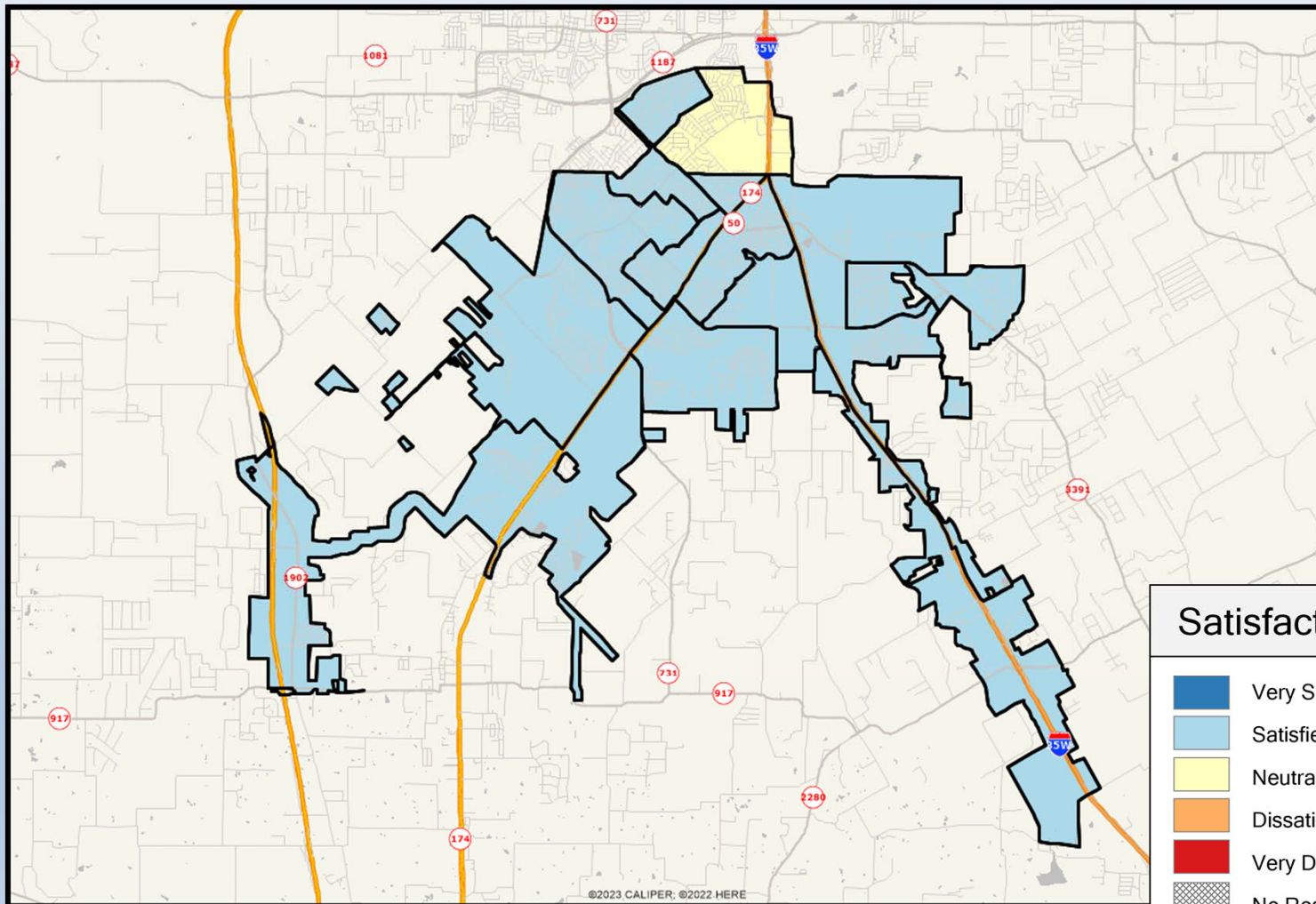


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9-2. How easy it is to receive information when calling the city

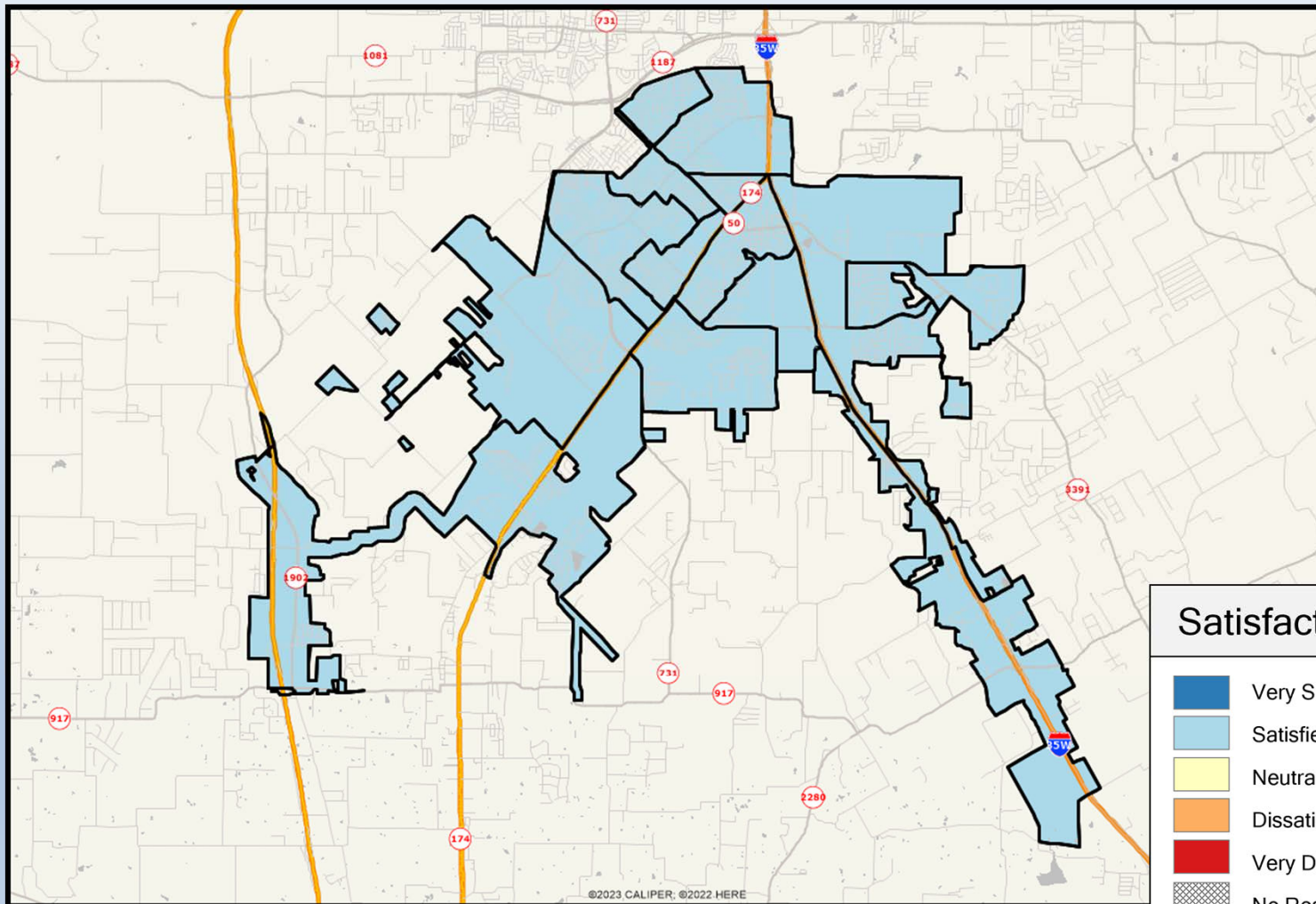


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9-3. Overall quality of the city's social media

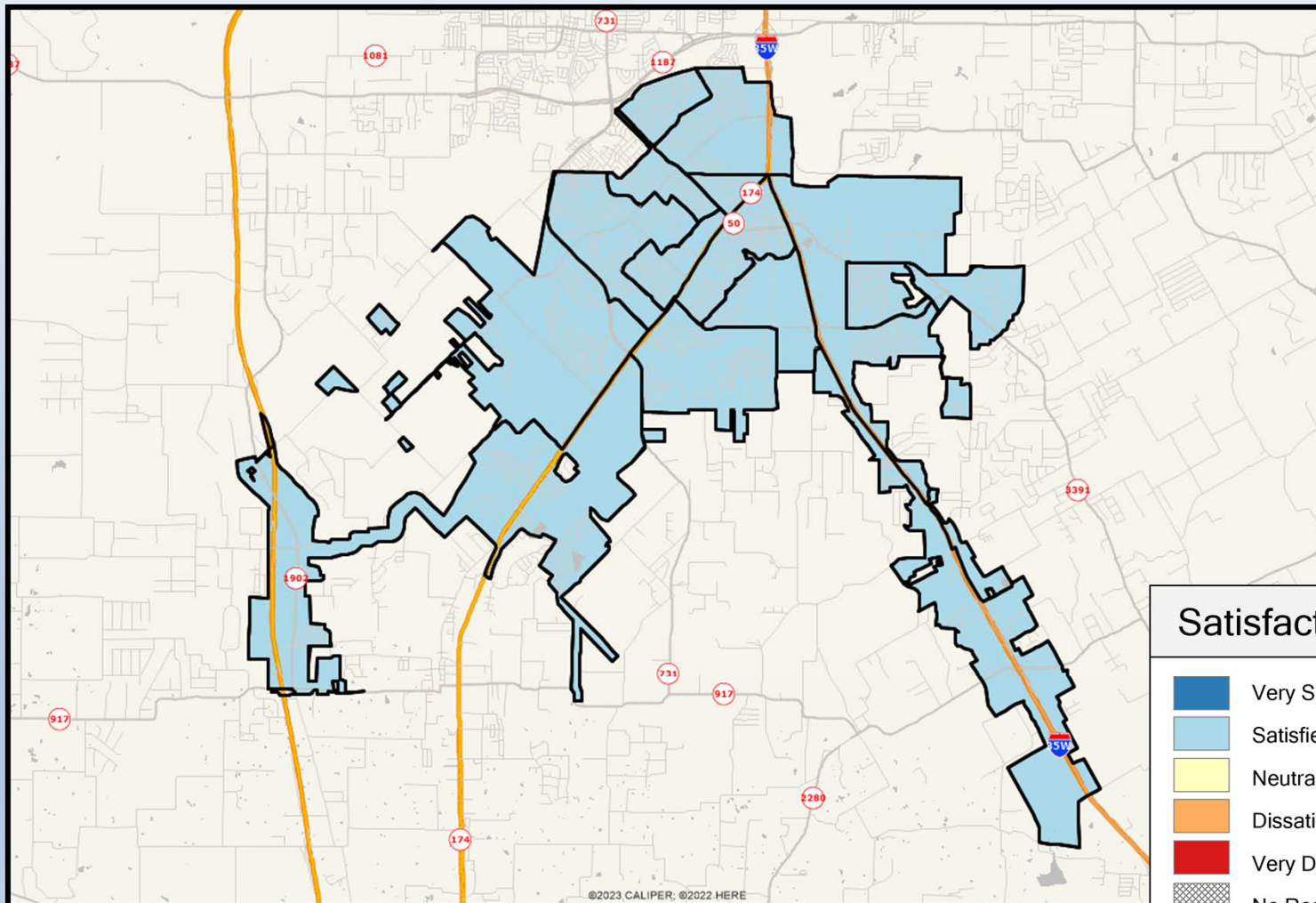


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9-4. Overall quality of the city's newsletter

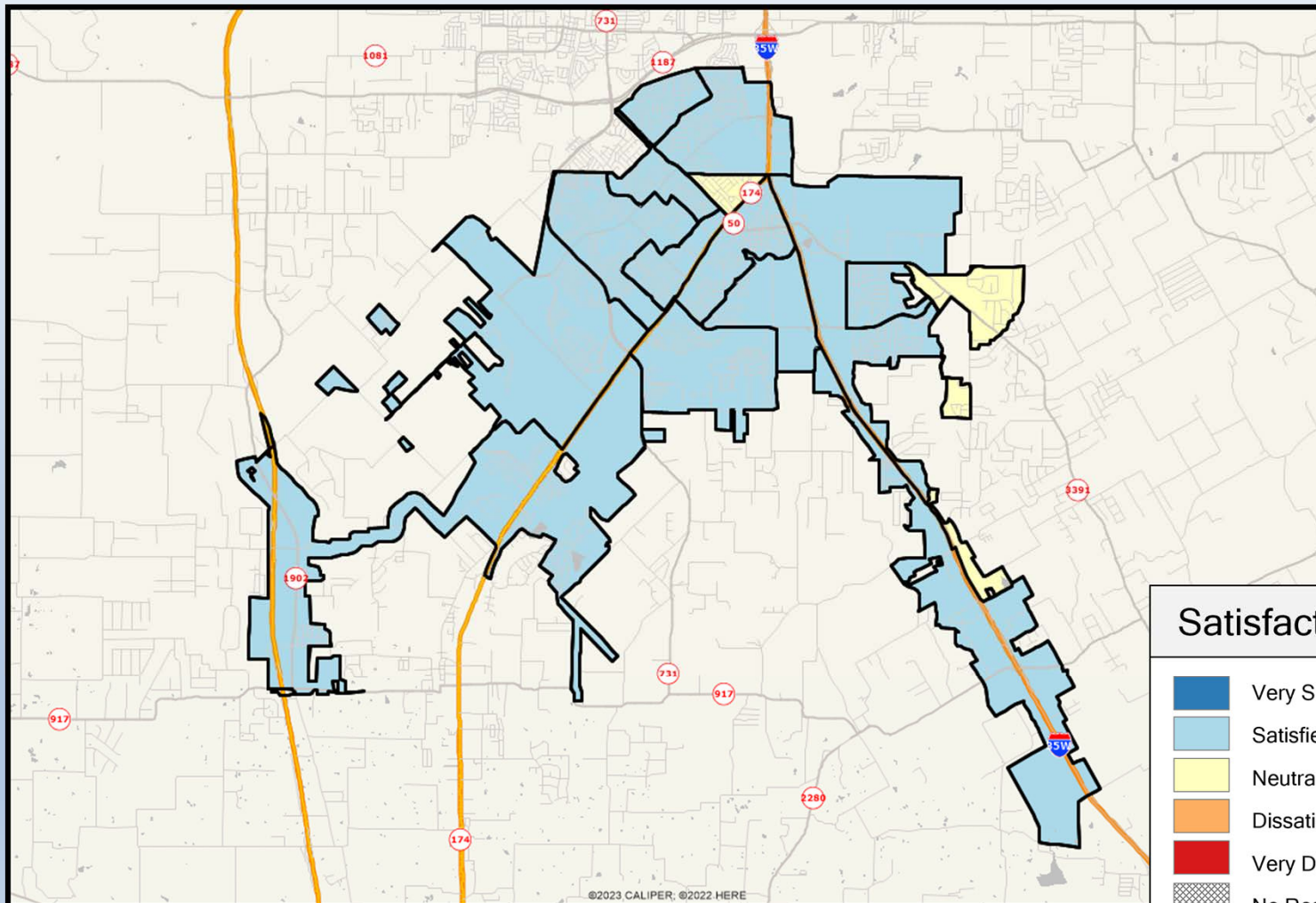


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9-5. Availability of information on city services and programs

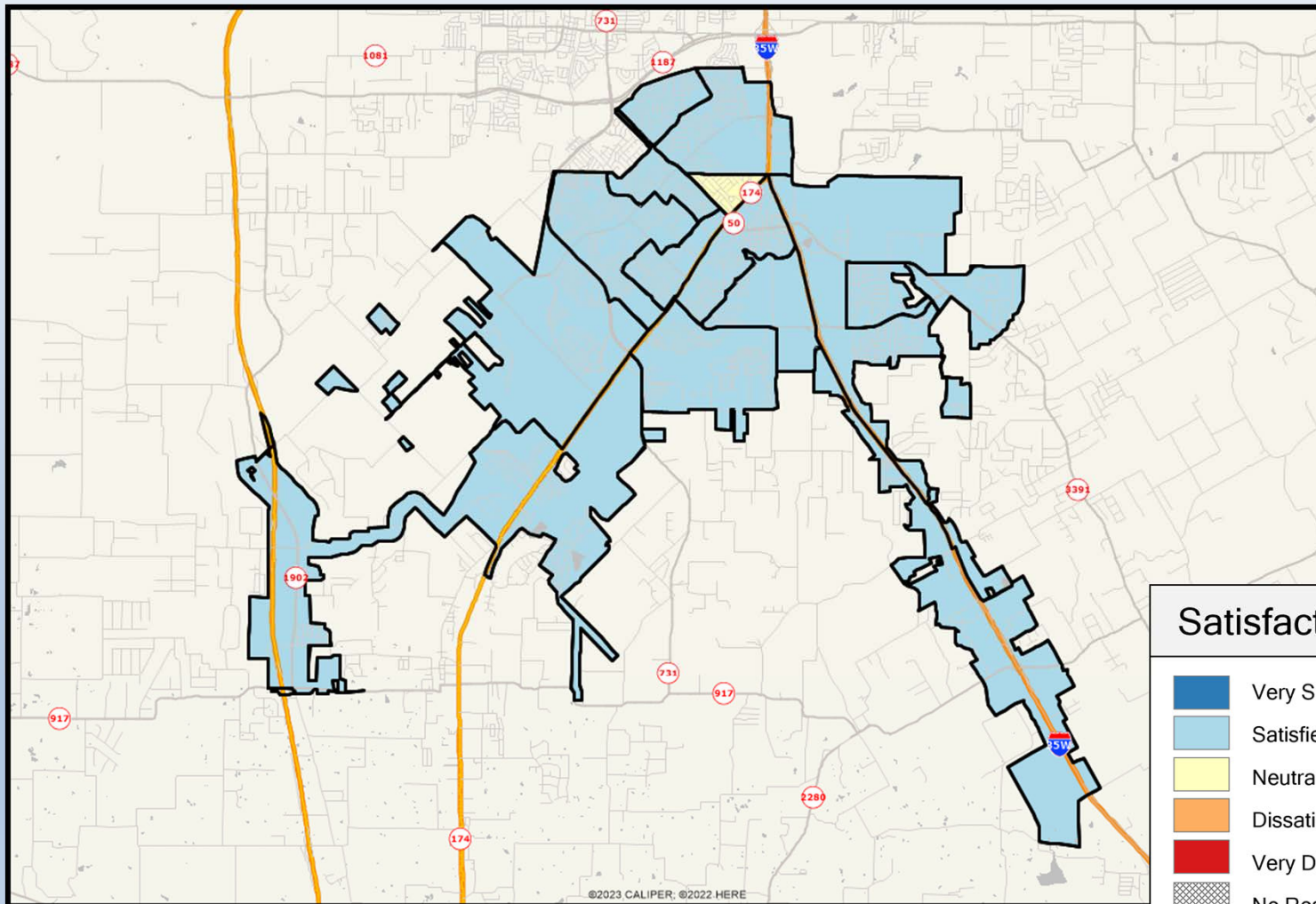


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9-6. Timeliness of information provided by the city

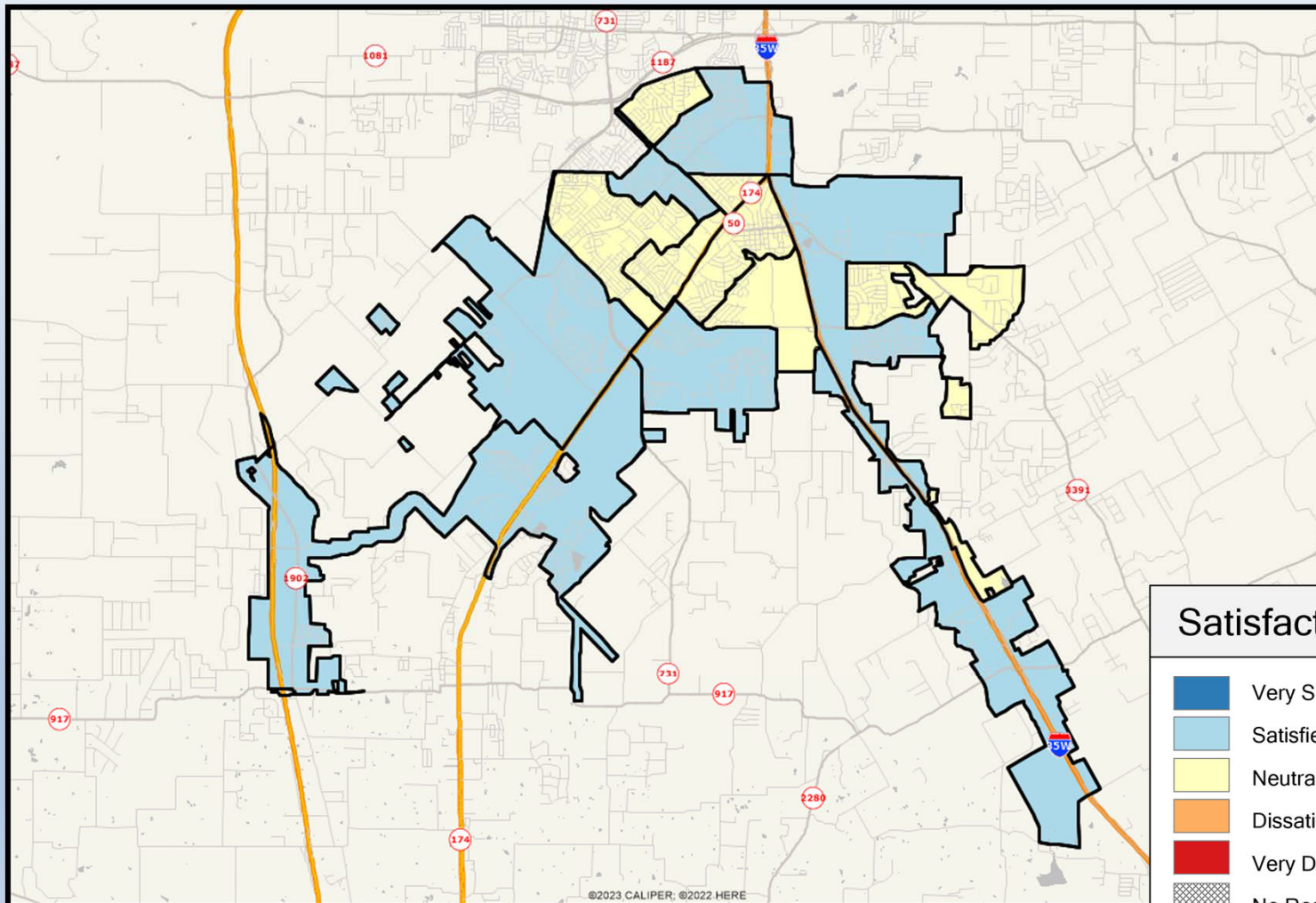


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q9-7. Access to information about the city's finances and budget

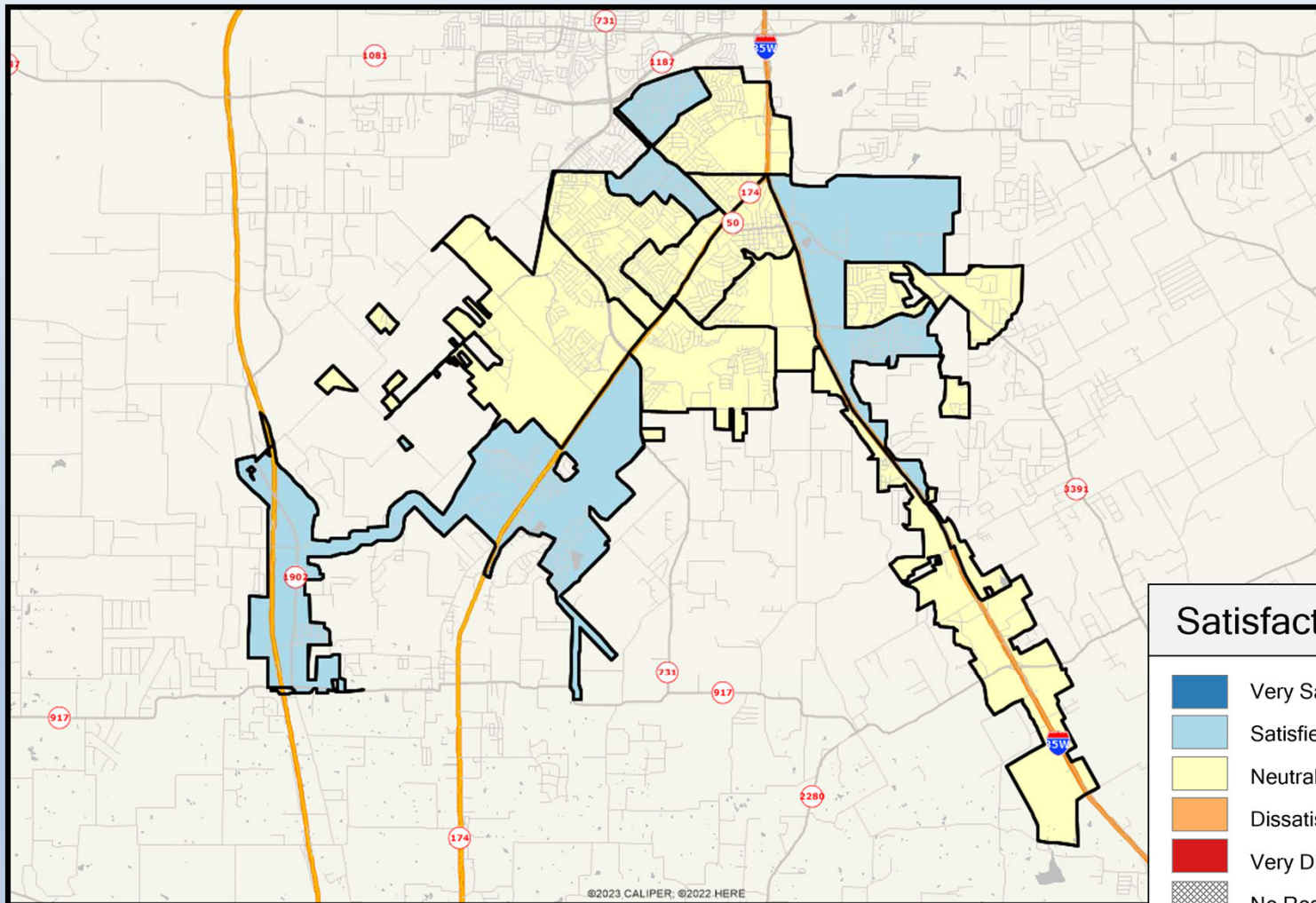


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

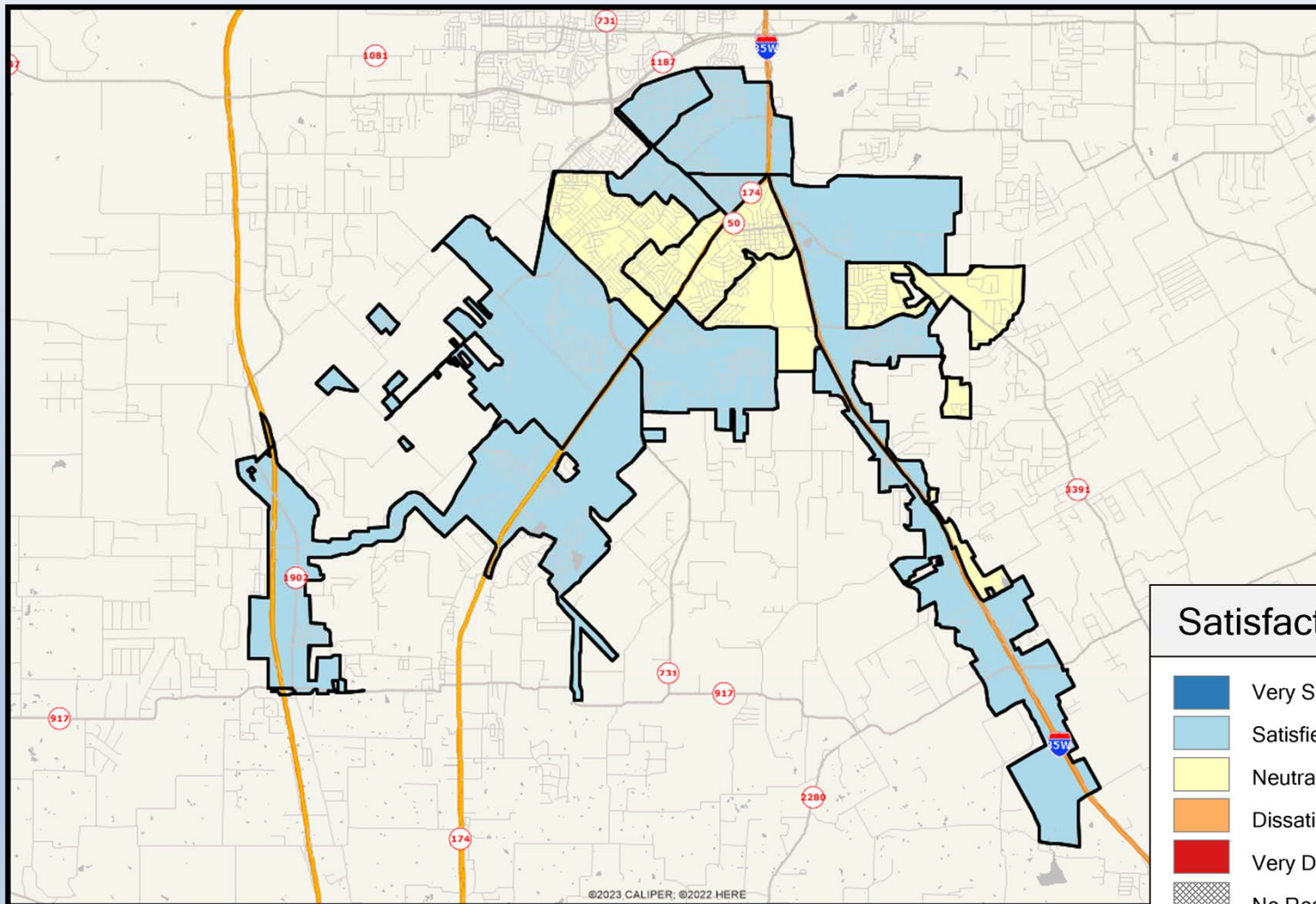
Q9-8. Overall level of public involvement in local decision making



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q9-9. City's open records request process

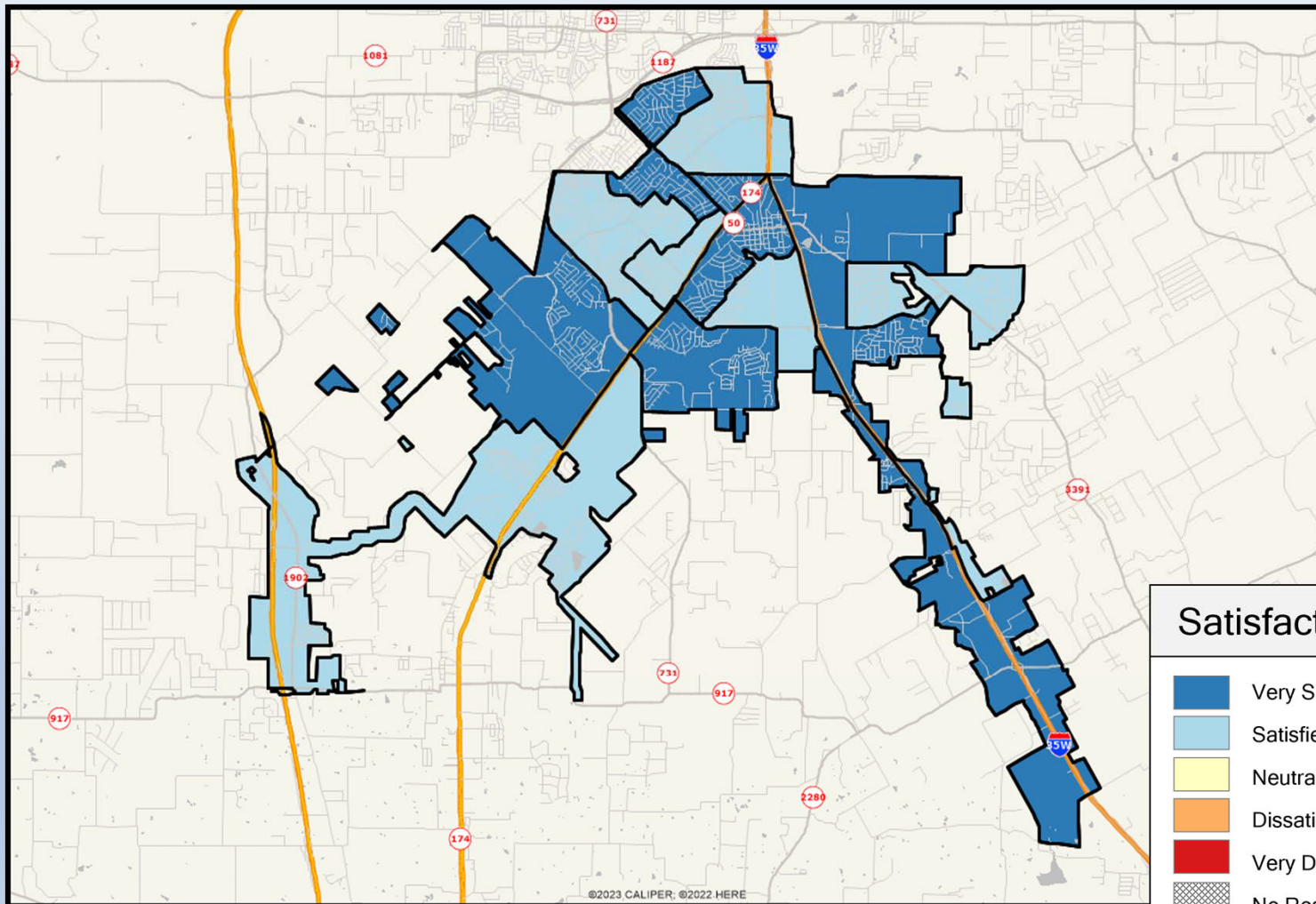


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q17-01. Maintenance of city parks

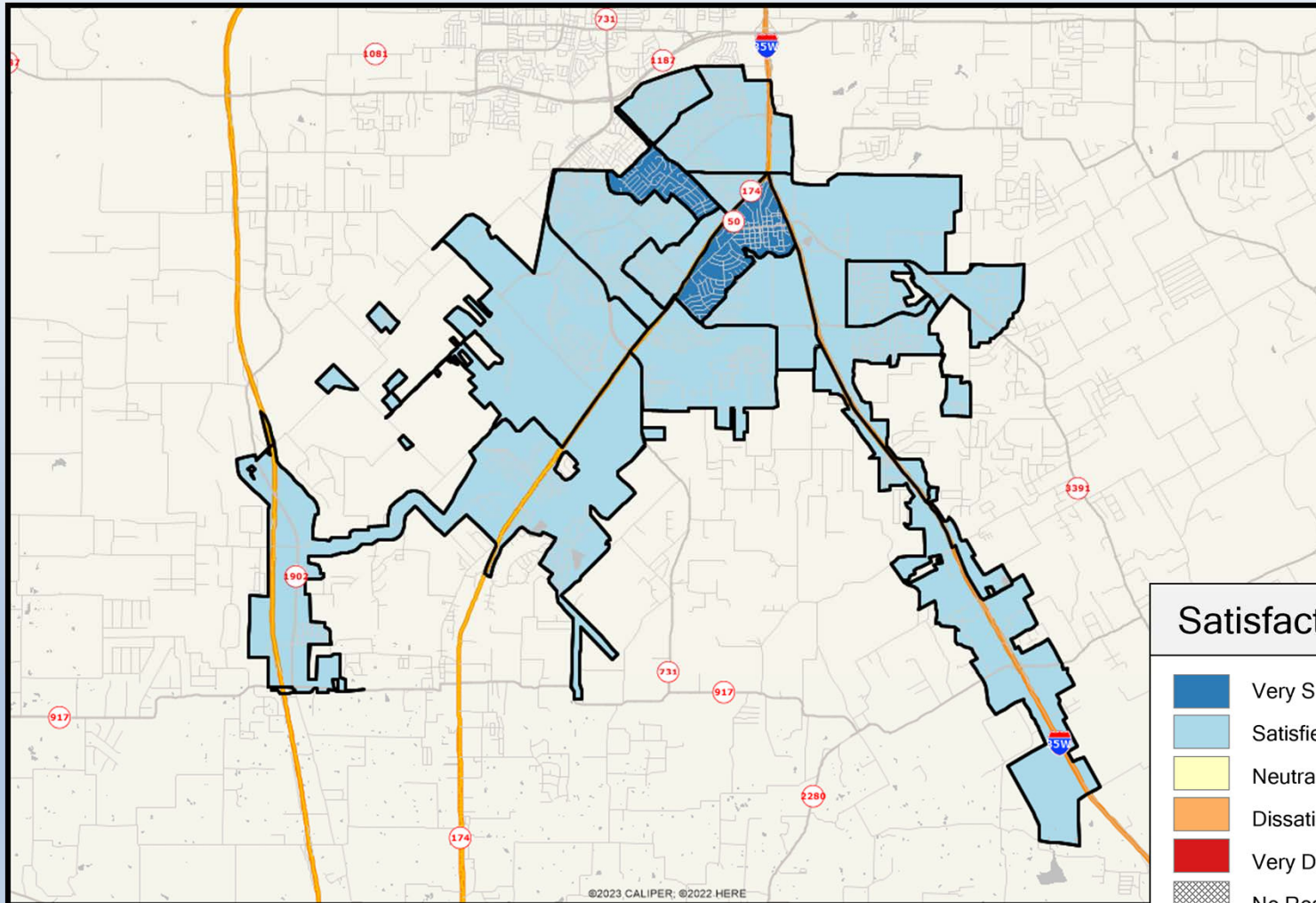


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q17-02. Number of parks

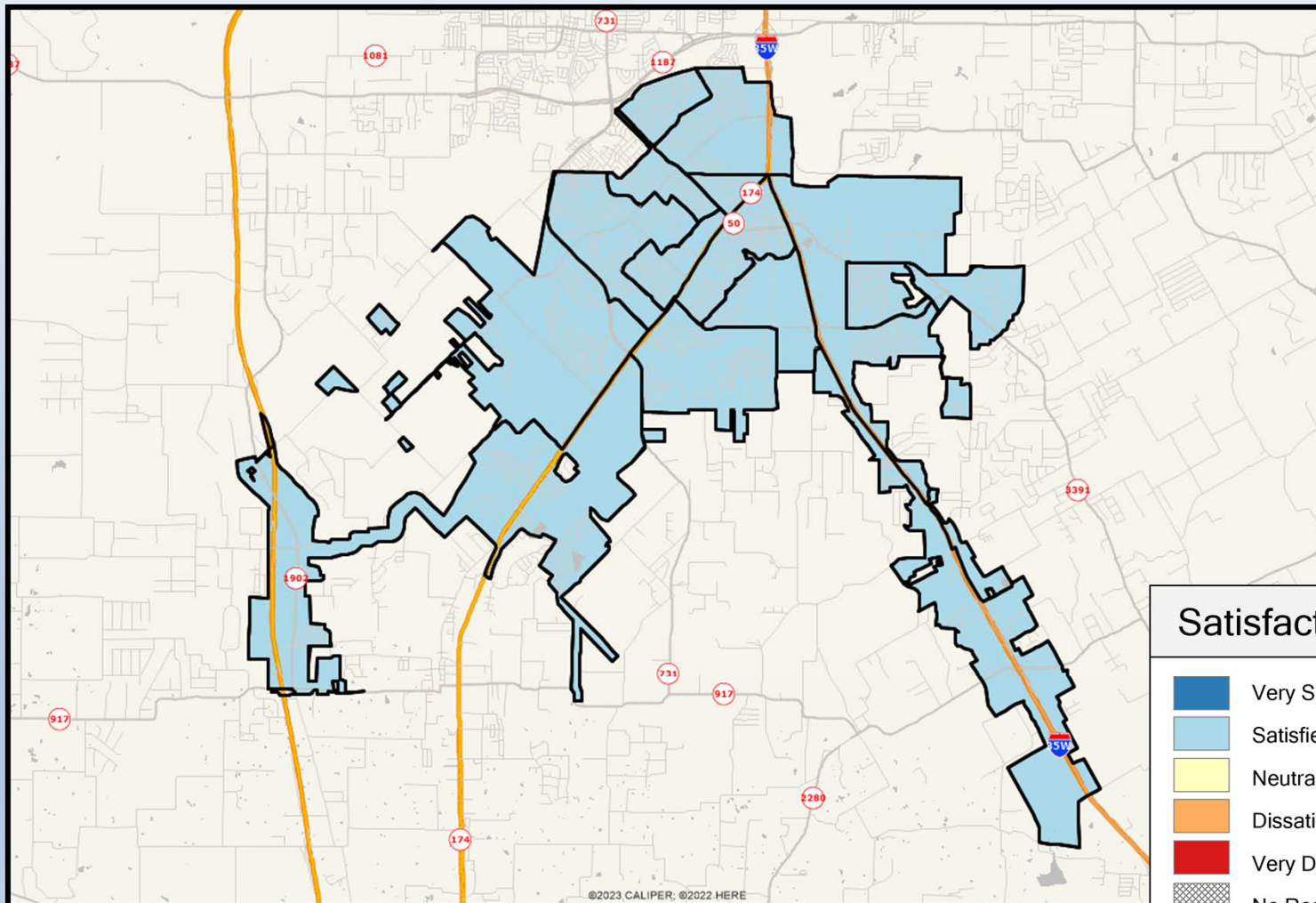


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

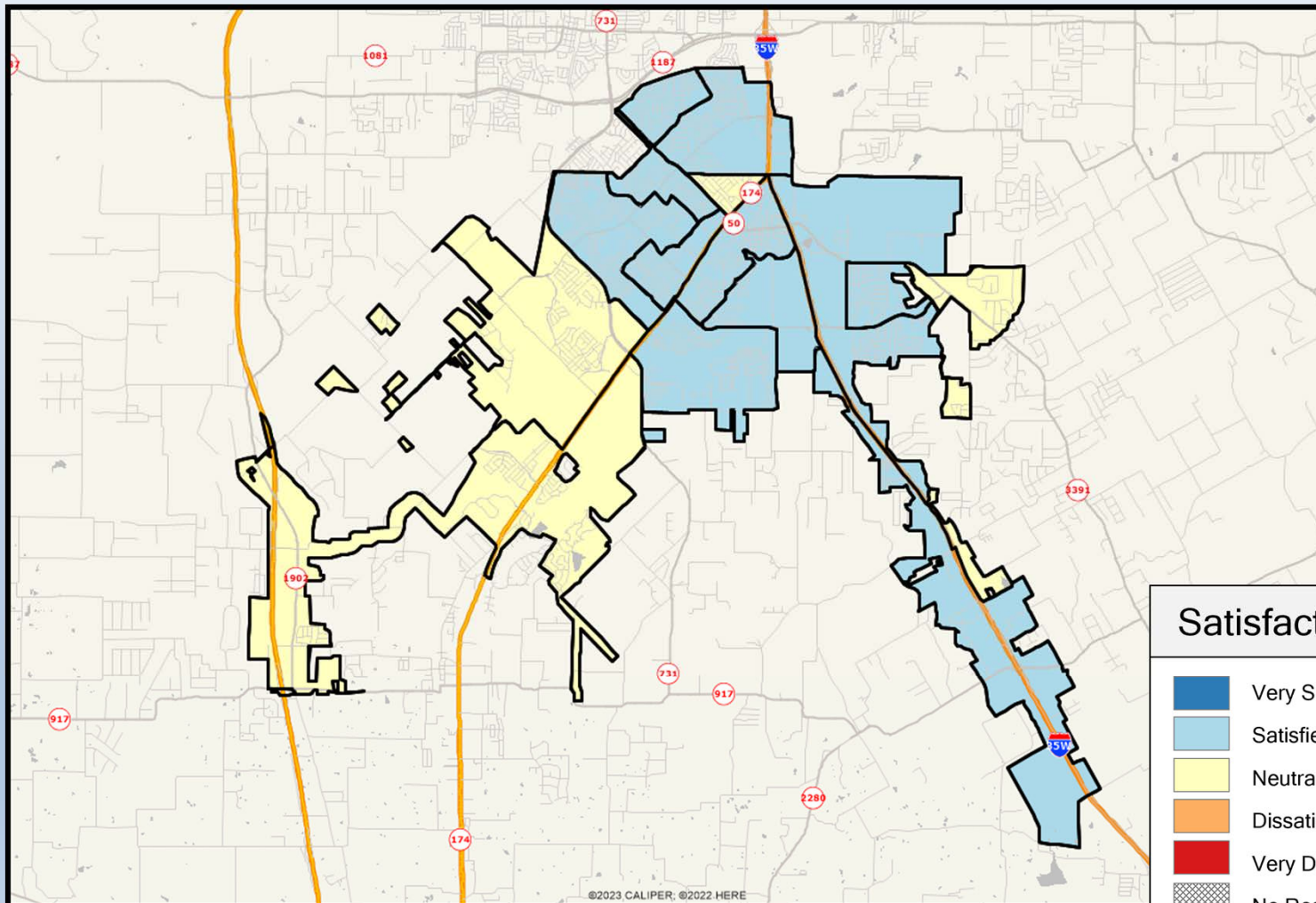
Q17-03. Quality of city trails



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q17-04. Number and connectivity of walking and biking trails

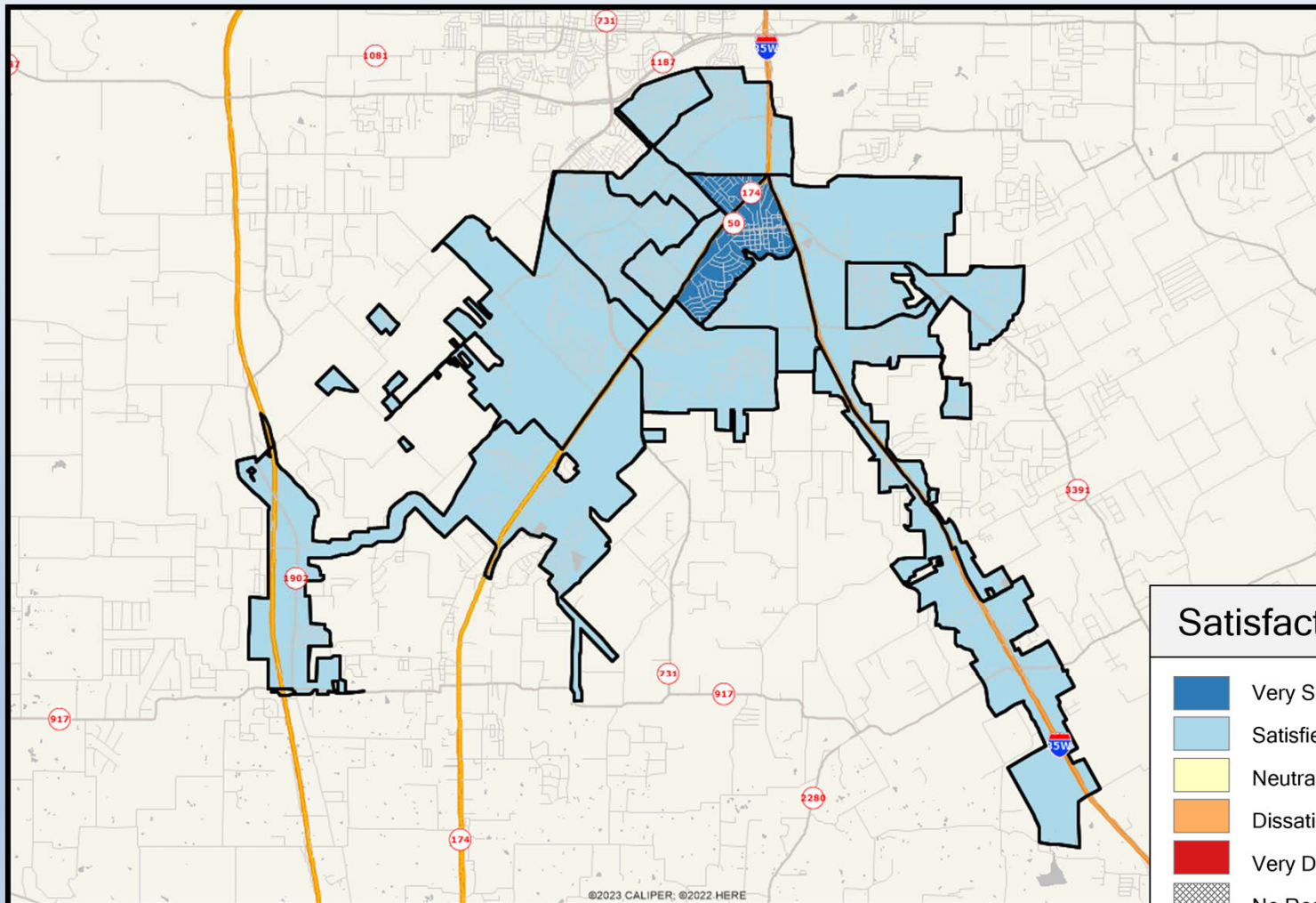


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

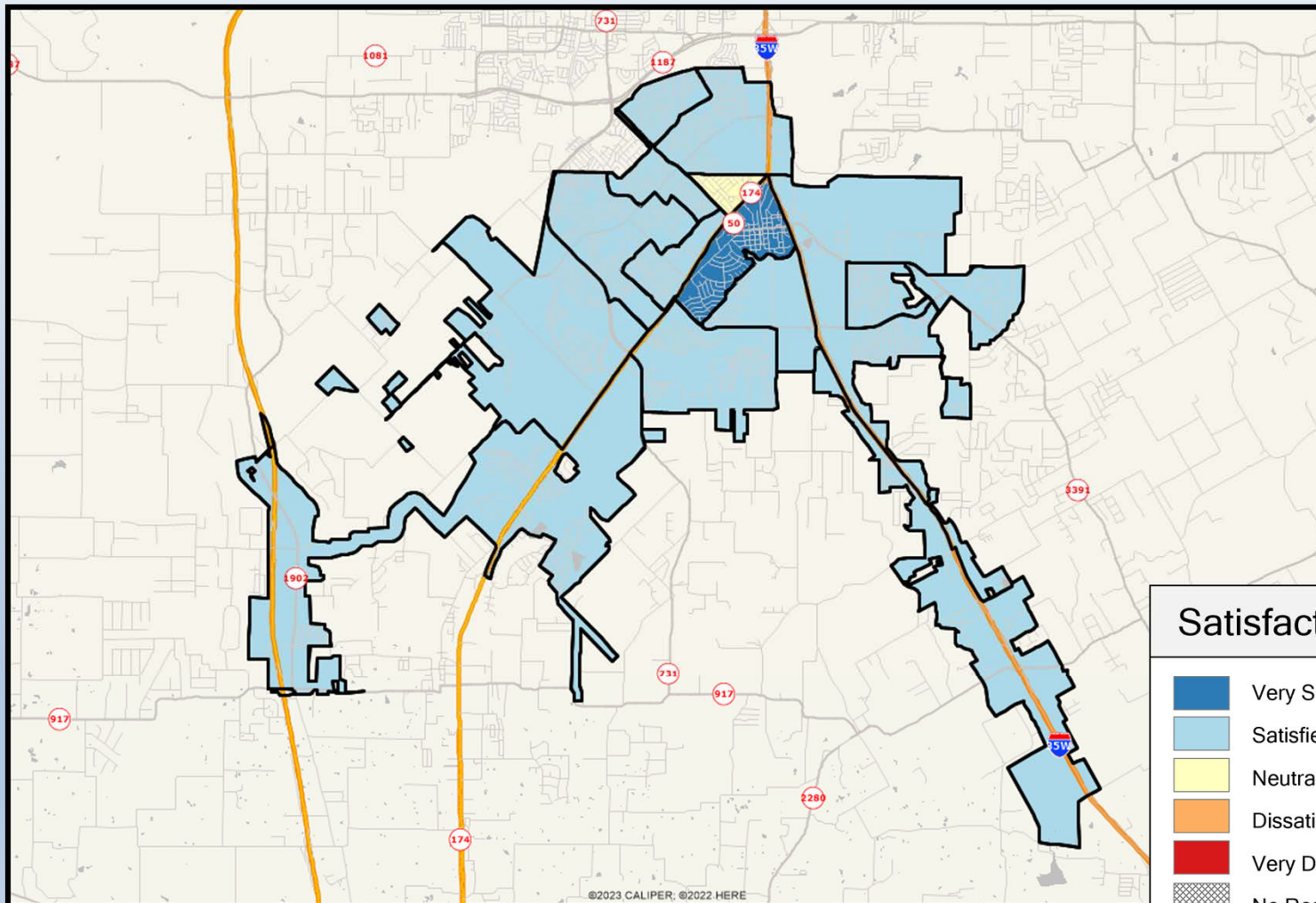
Q17-05. Quality of city parks



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q17-06. Quality of city recreation facilities

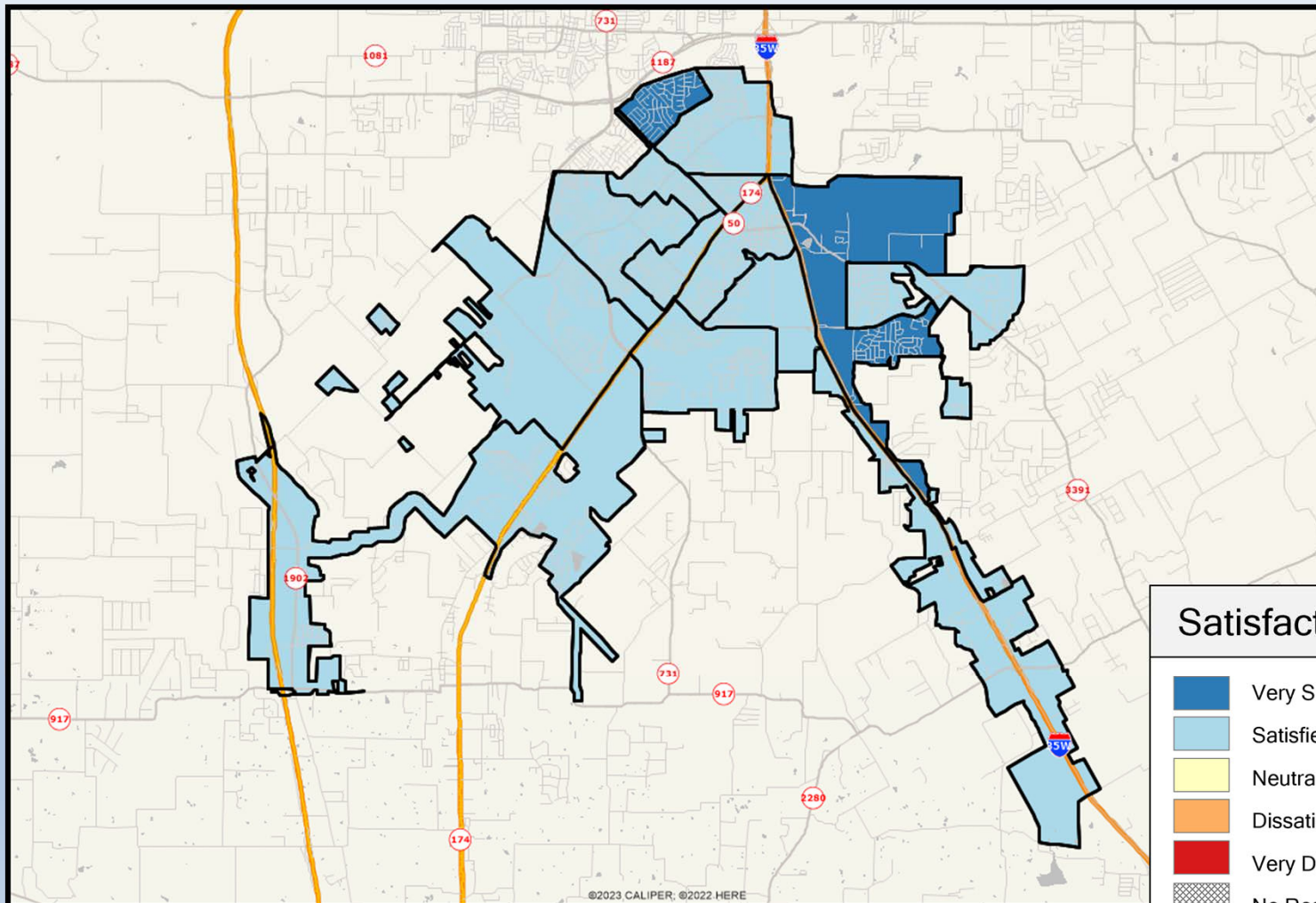


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q17-07. Quality of city produced special events

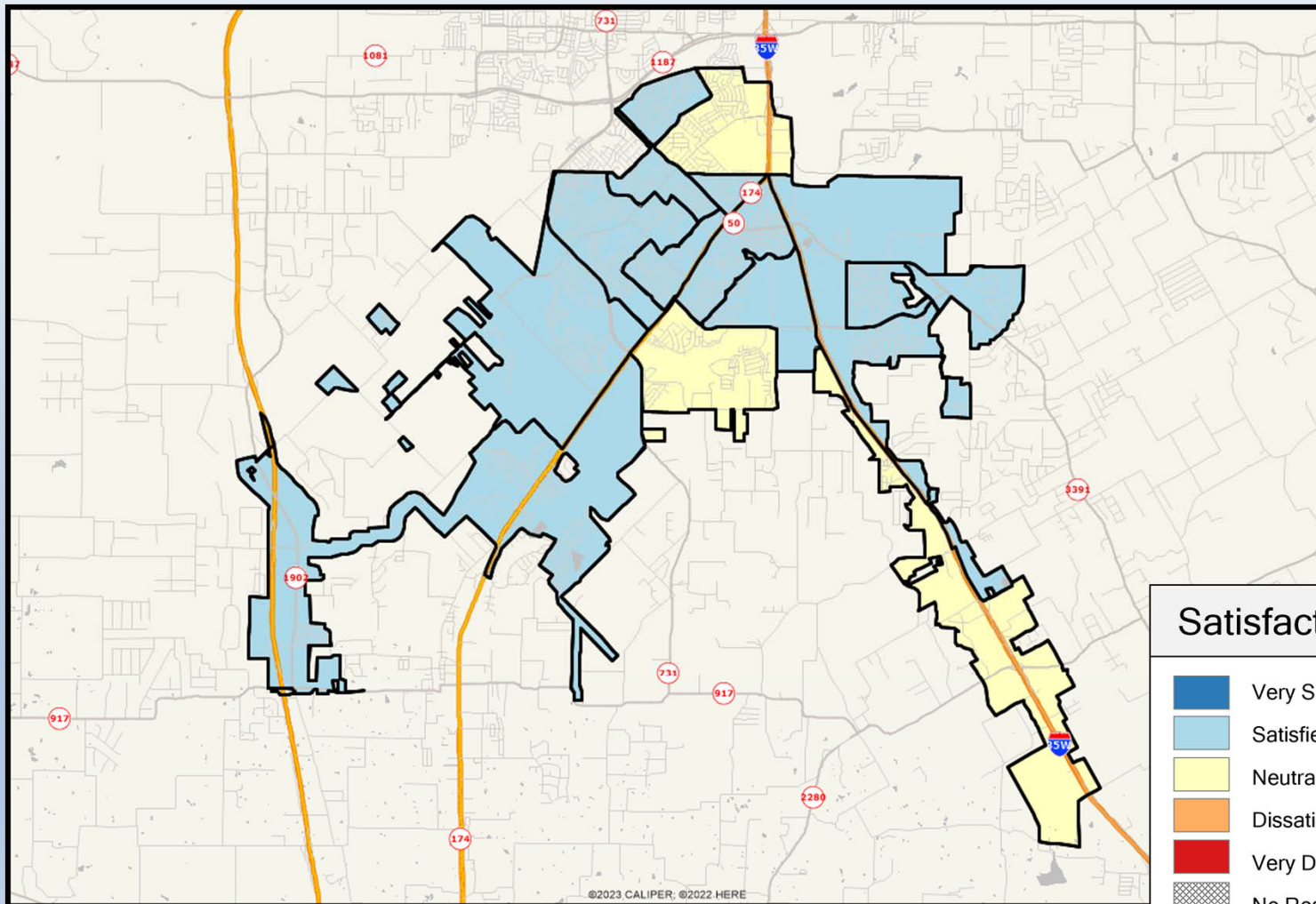


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q17-08. Quality of city adult athletic programs

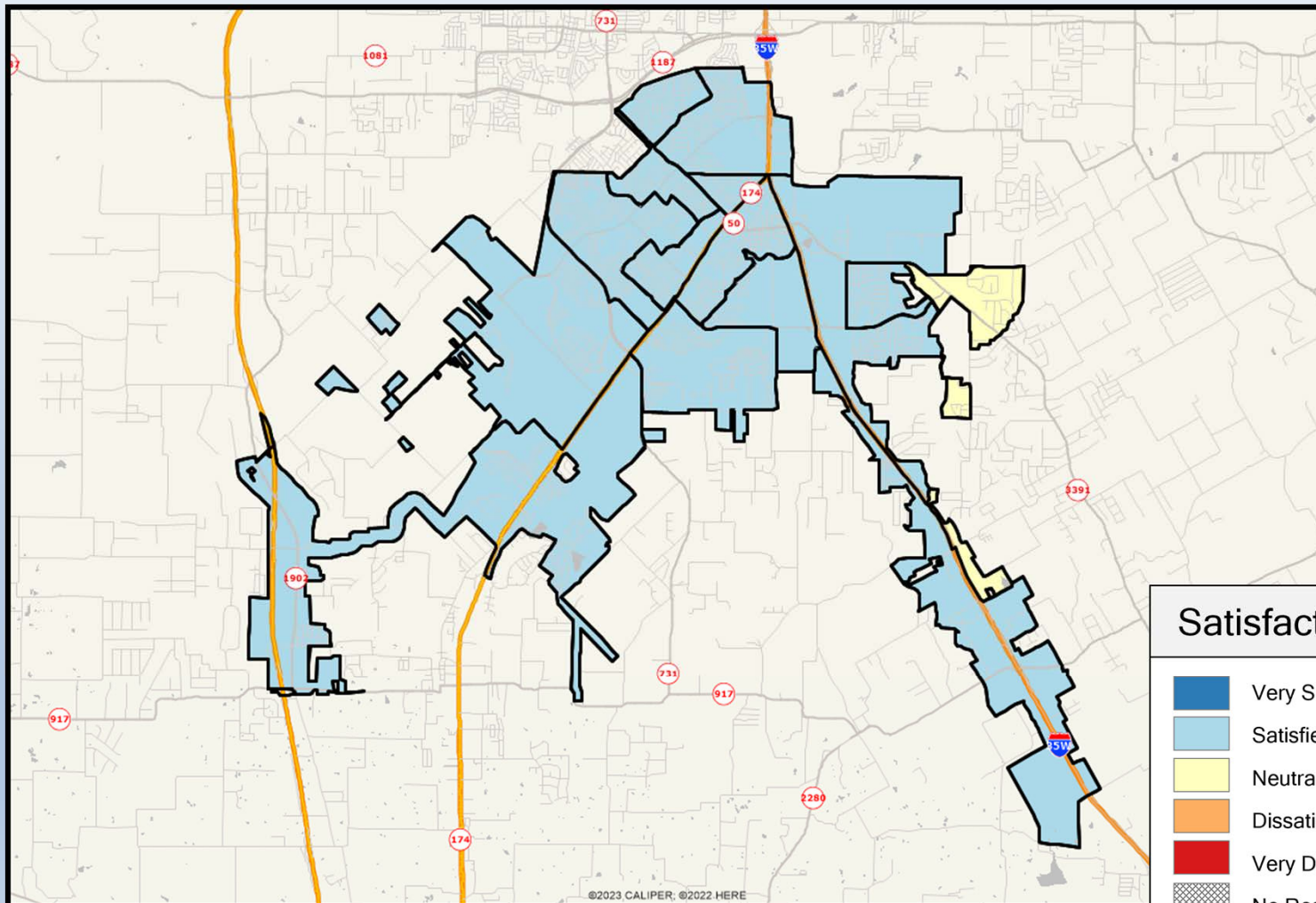


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

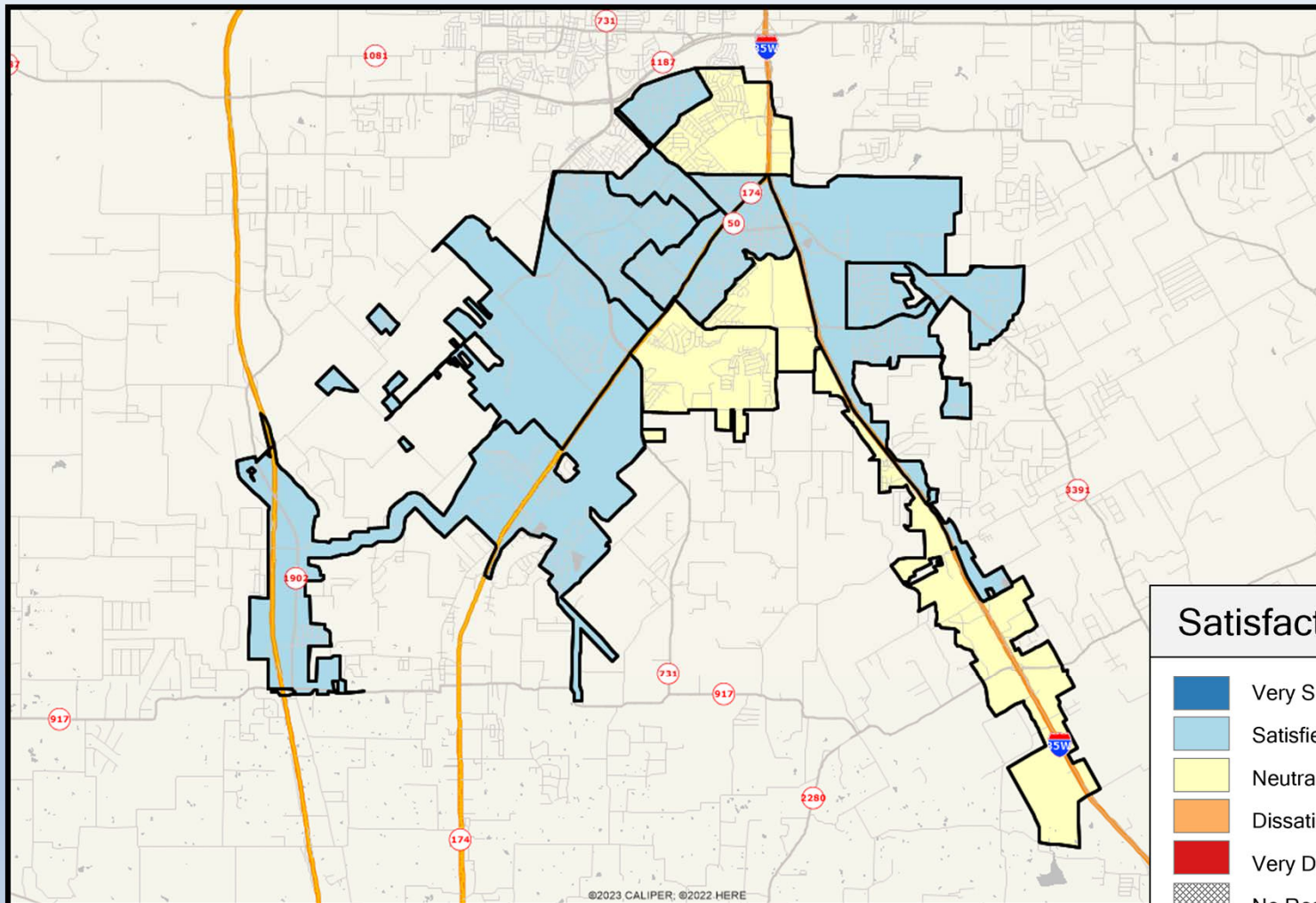
Q17-09. Quality of city youth athletic programs



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q17-10. Quality of city senior citizen programs

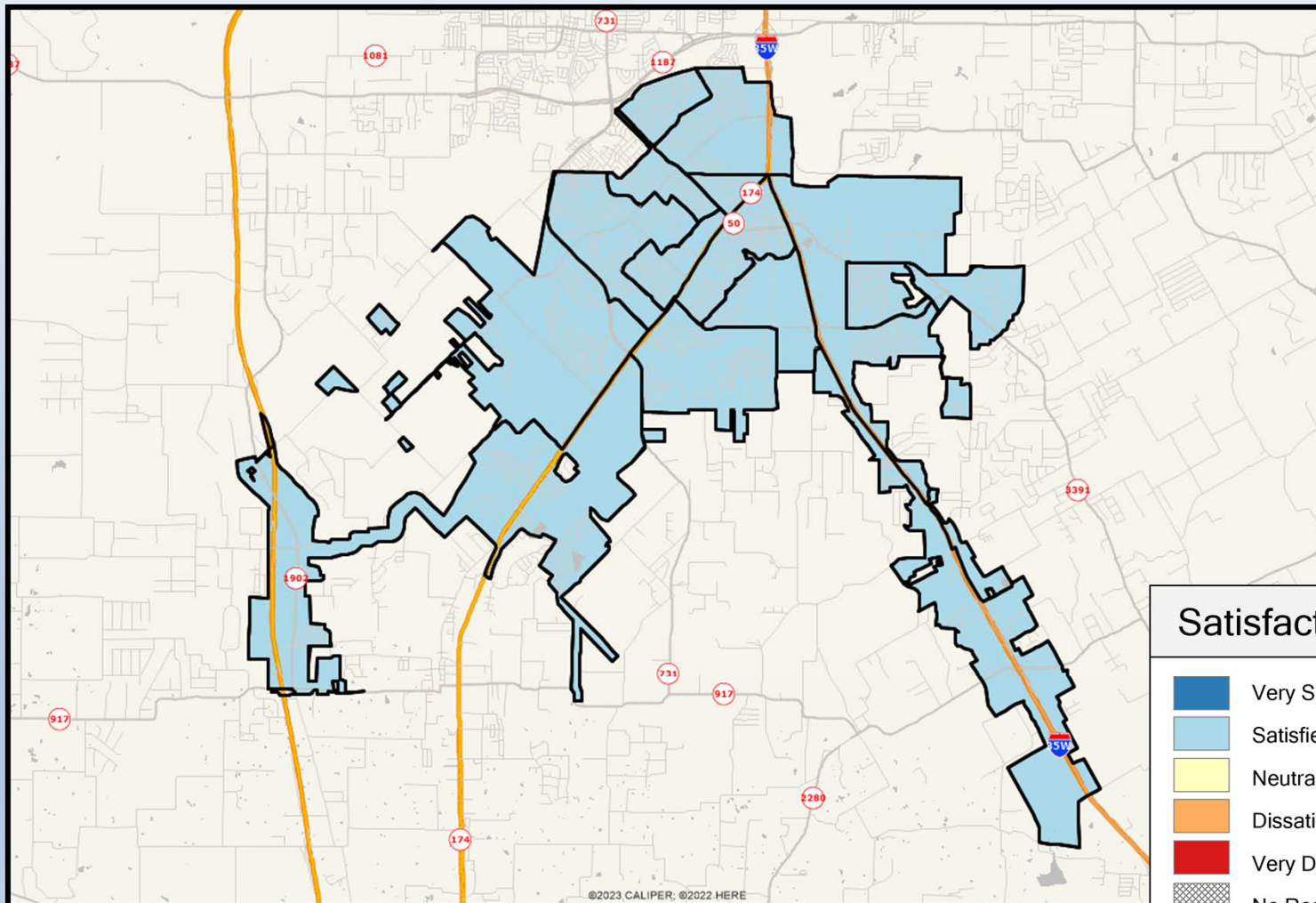


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q17-11. Quality of recreation programs

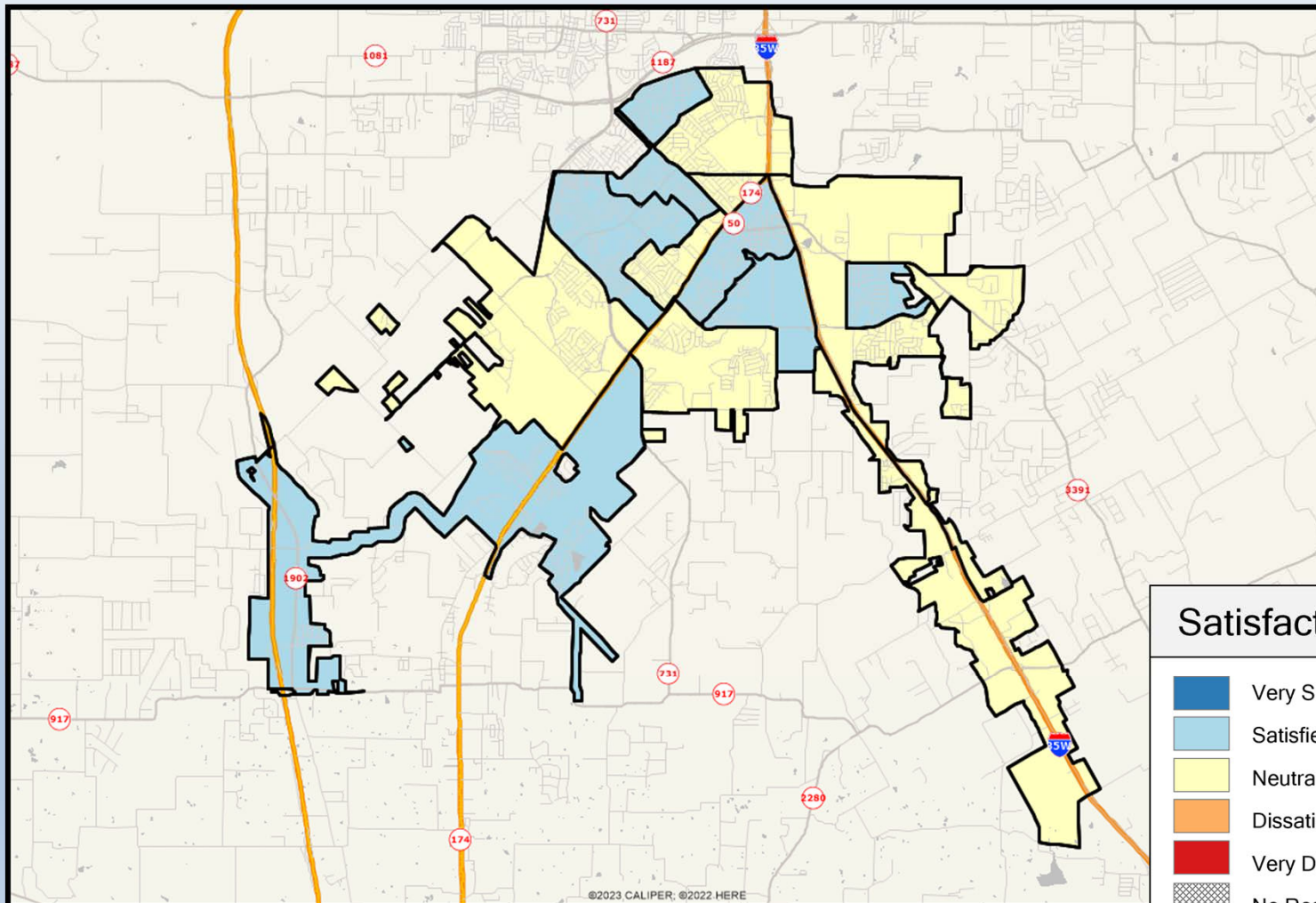


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q17-12. Quality of programs for people with disabilities

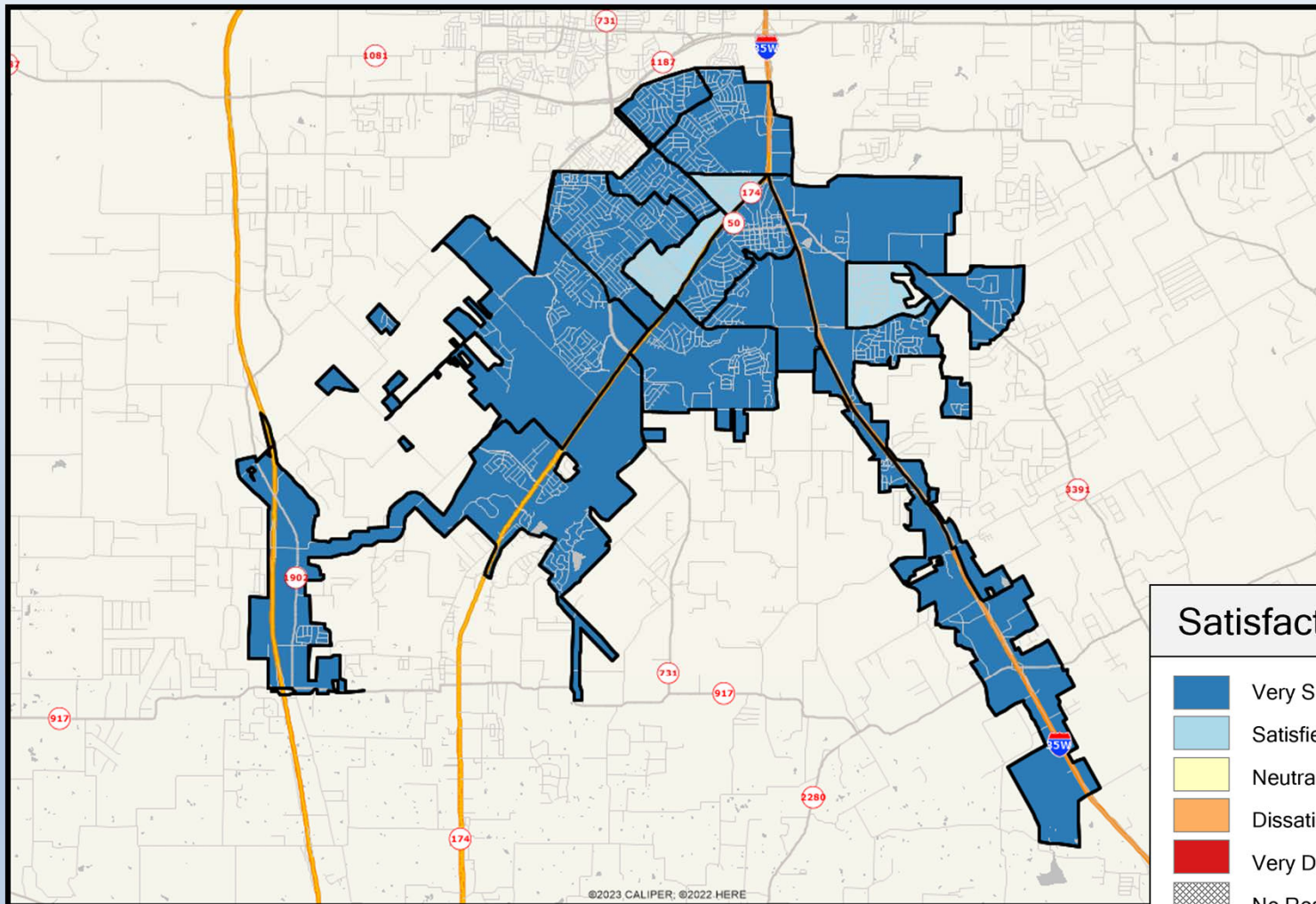


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q19-1. Overall quality of city bulk trash, leaf, and brush collection

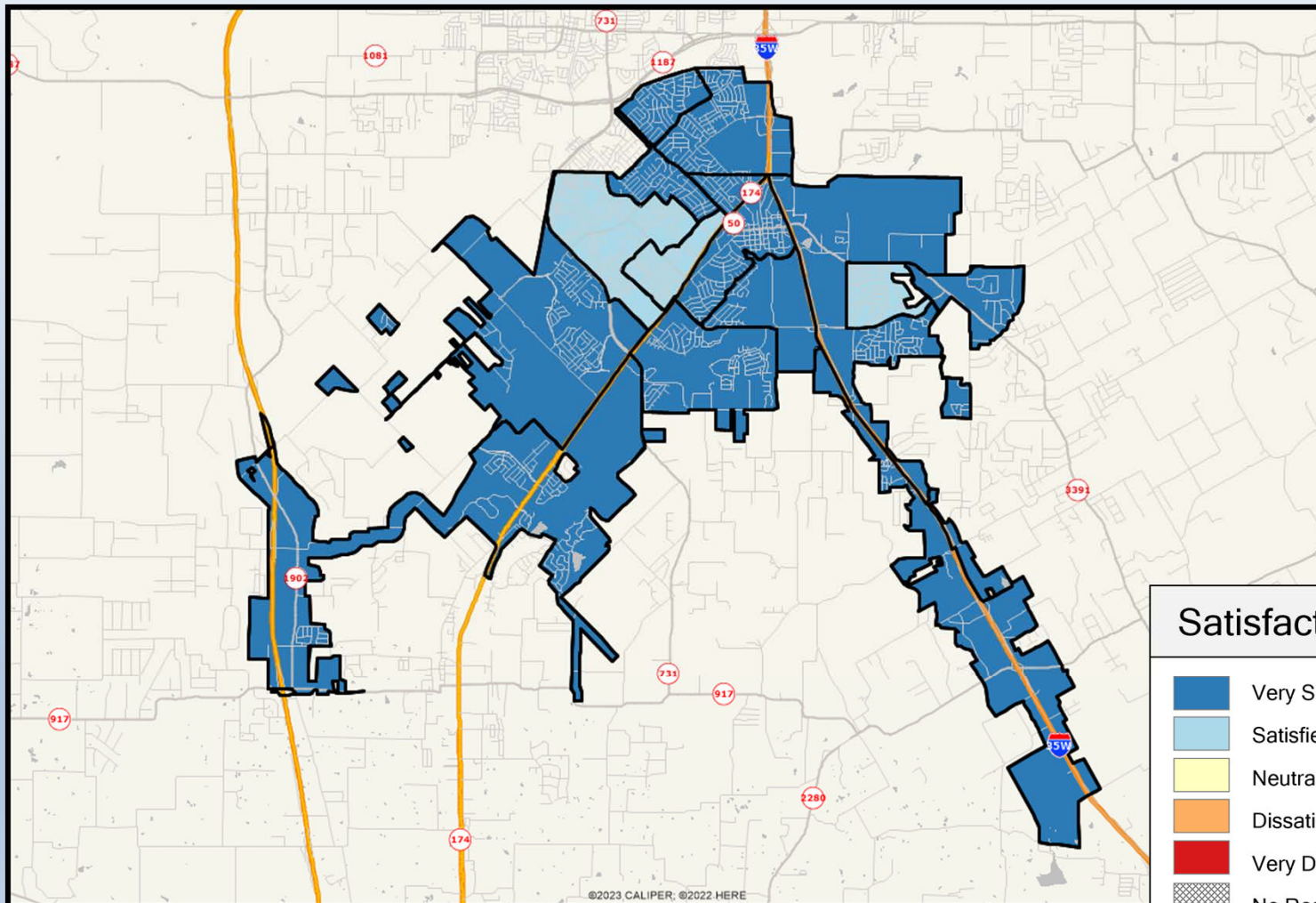


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

Q19-2. Overall quality of curbside recycling collection

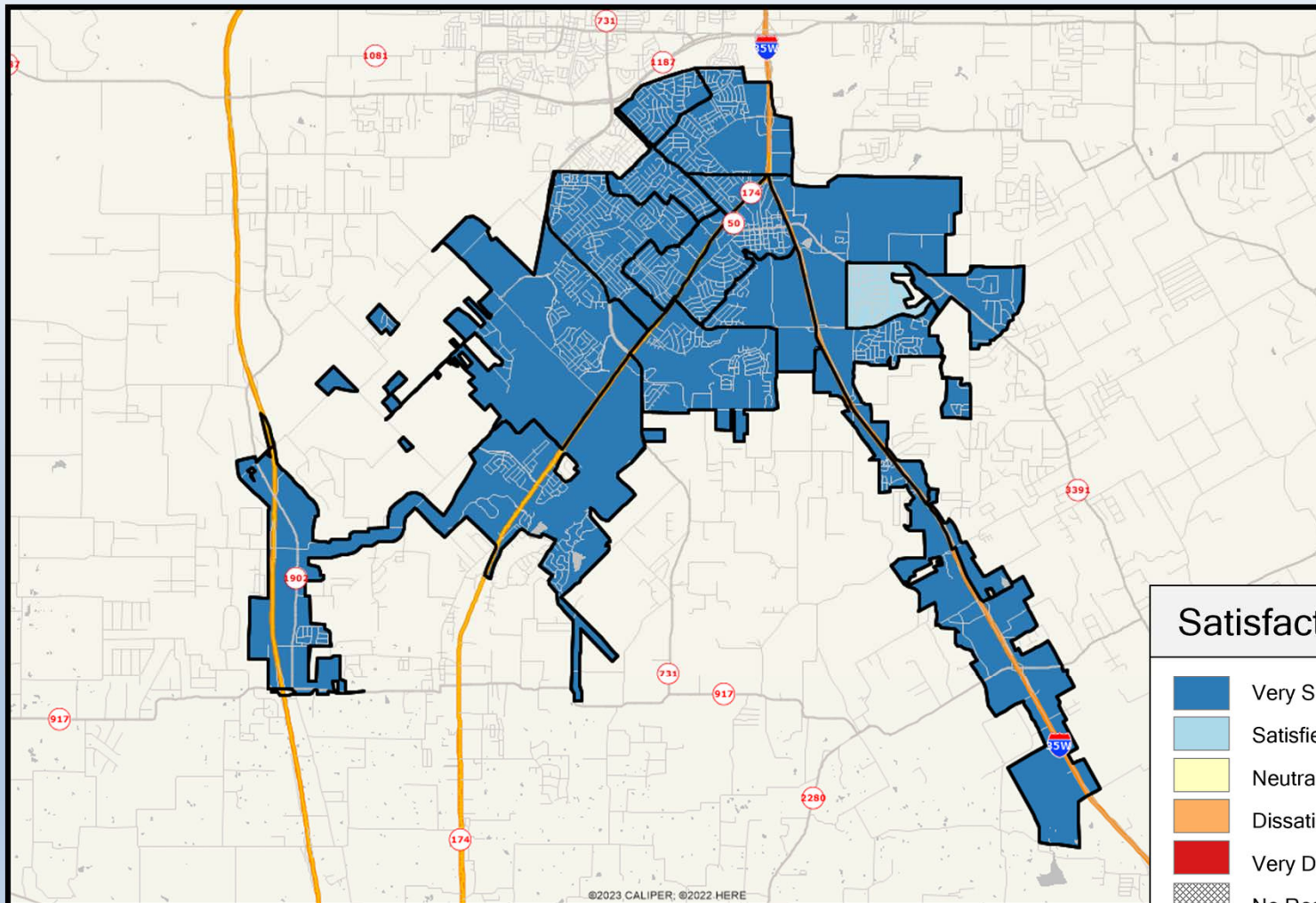


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

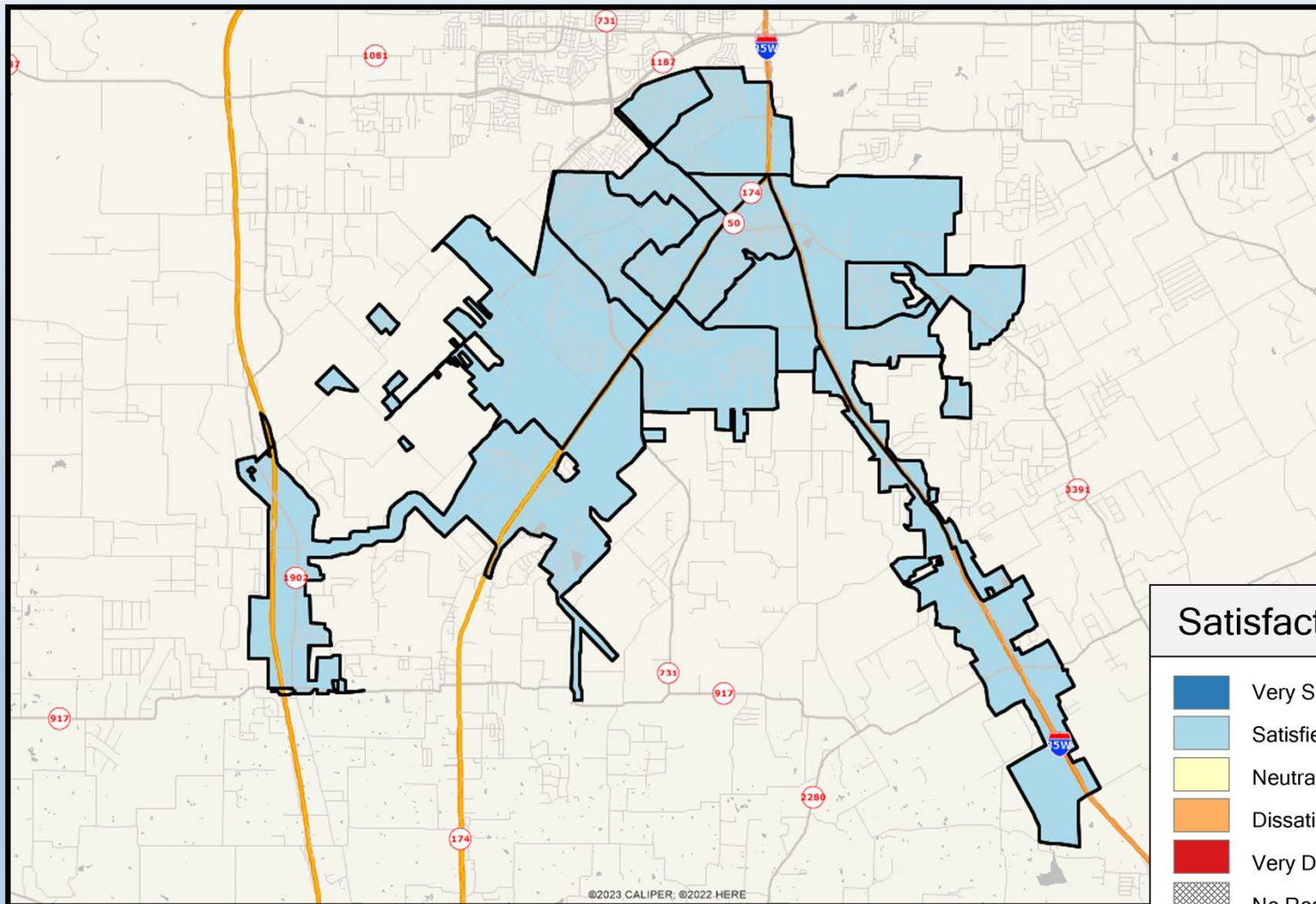
Q19-3. Overall quality of curbside trash and garbage collection



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

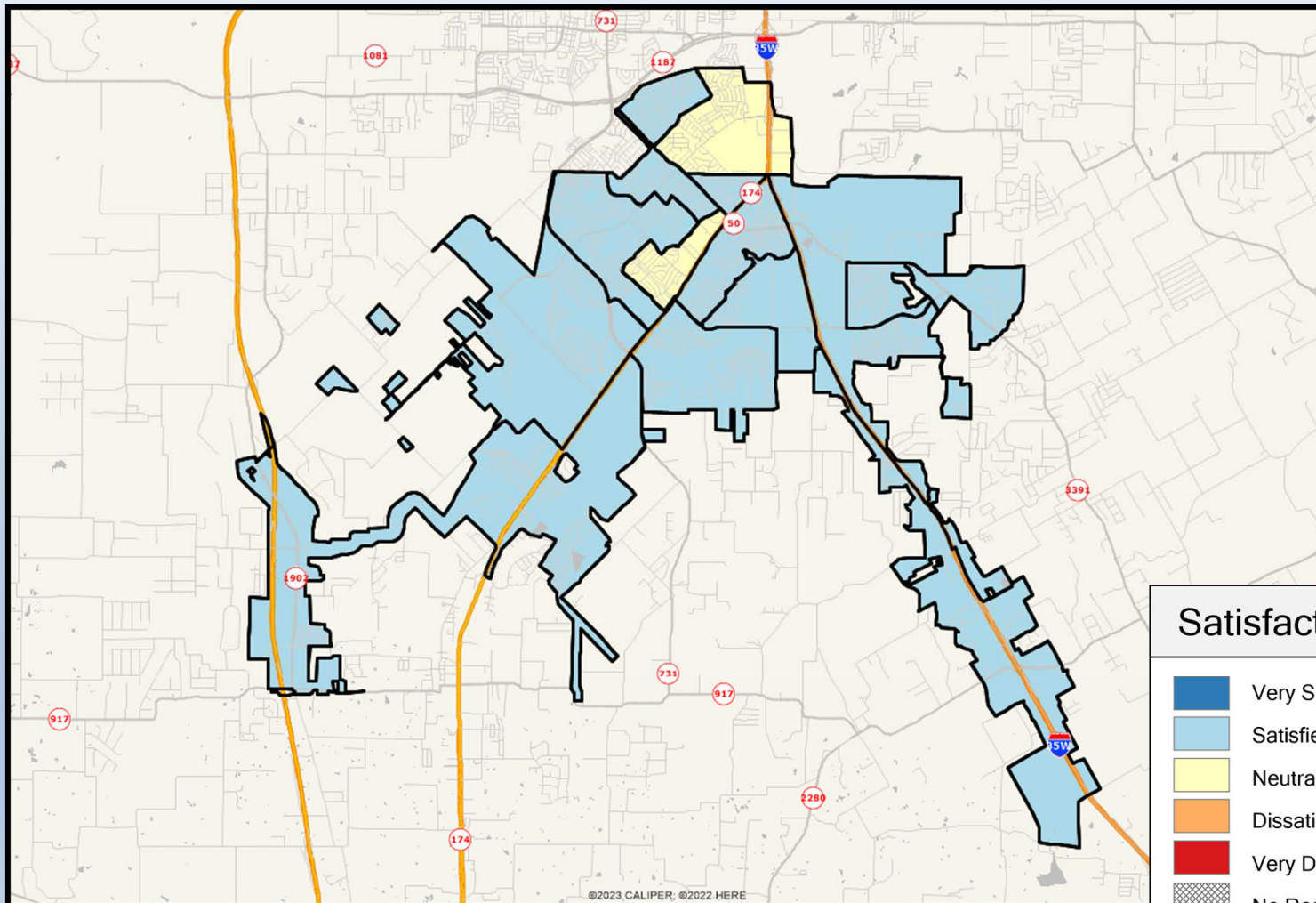
Q19-4. Overall quality of the city's household hazardous waste disposal service



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

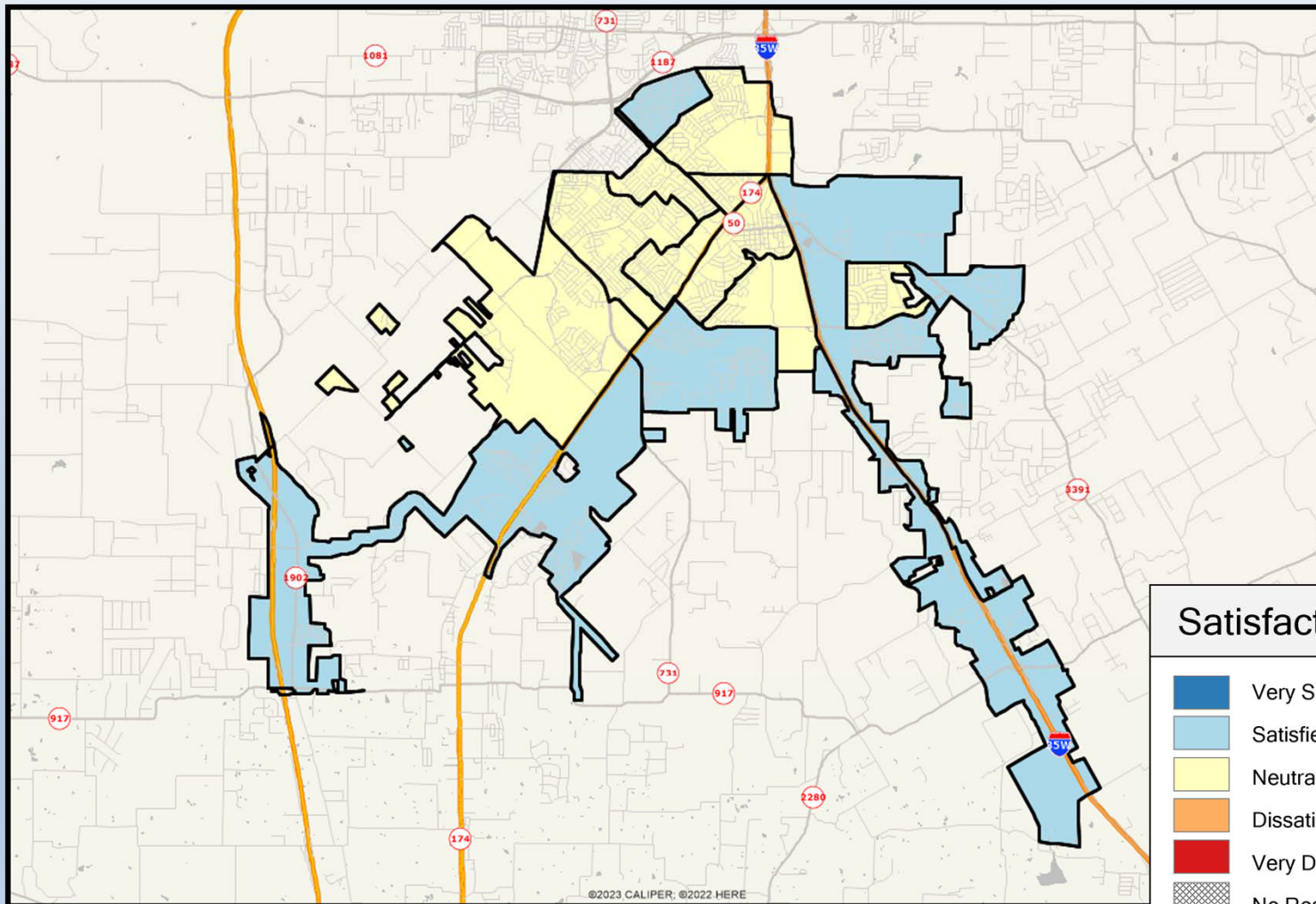
Q19-5. Overall fees charged for trash and recycling collection



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

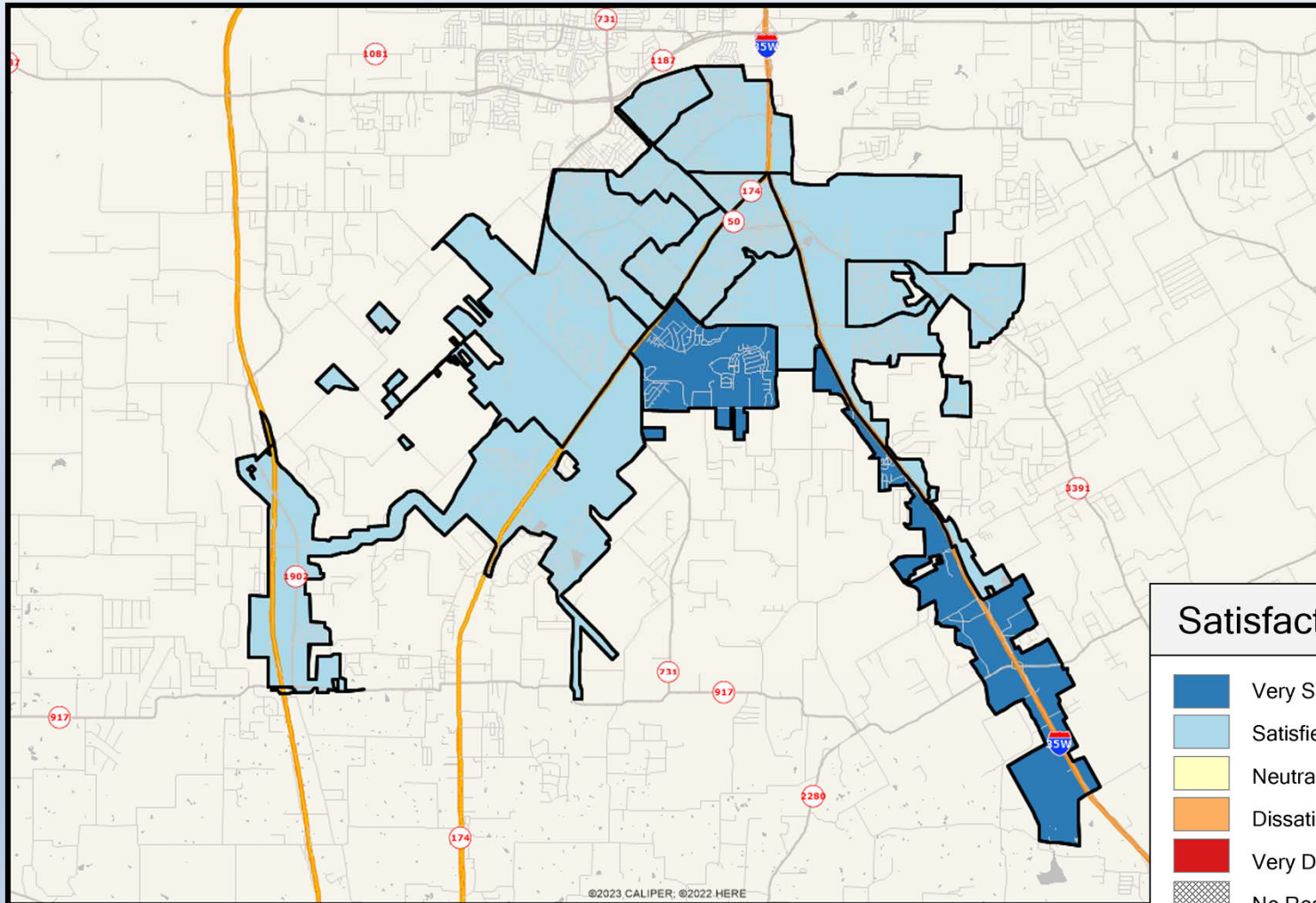
Q20-2. Overall fees charged for water and wastewater services



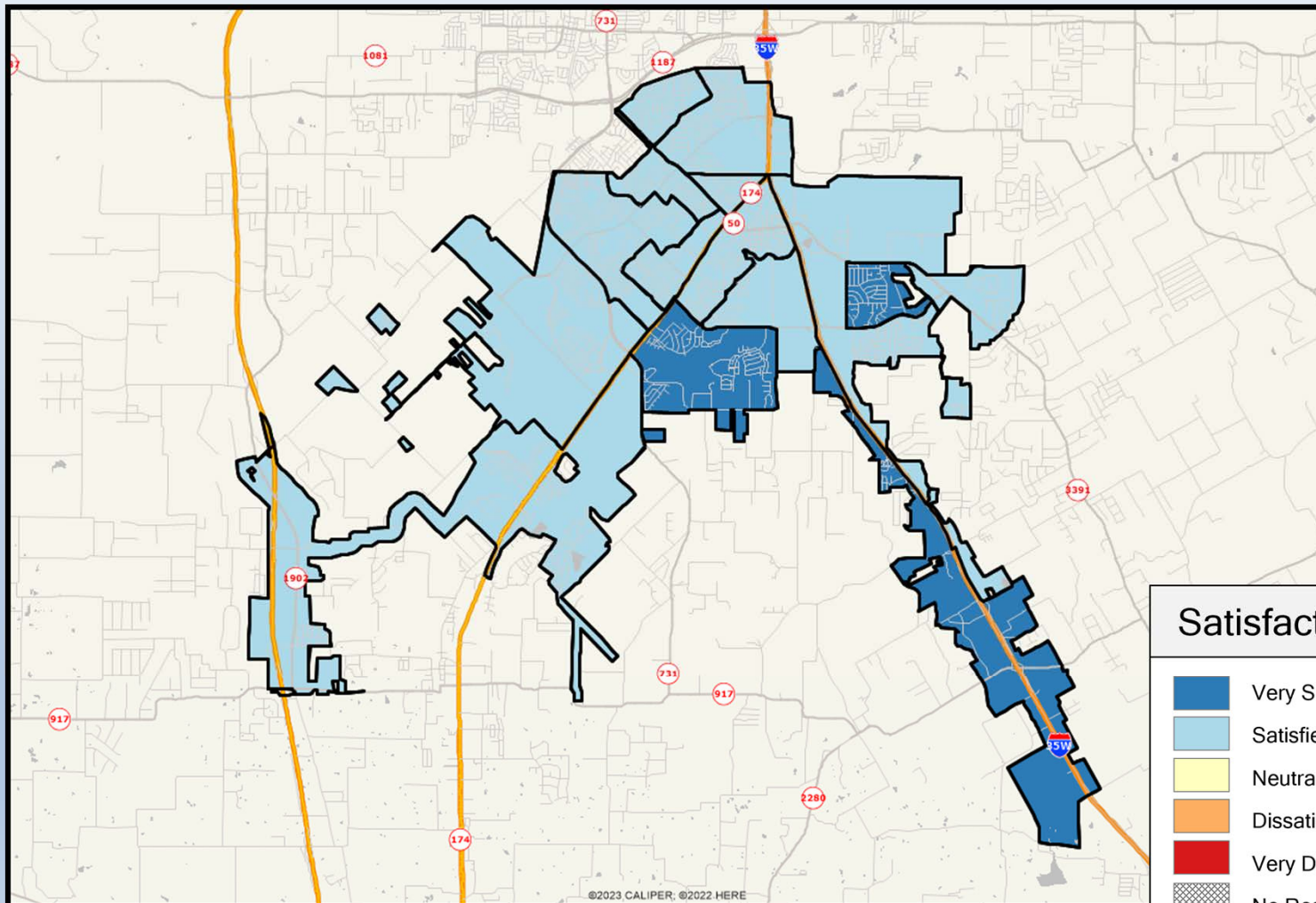
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q20-3. Utility billing customer service



Q20-5. Overall quality of drinking water

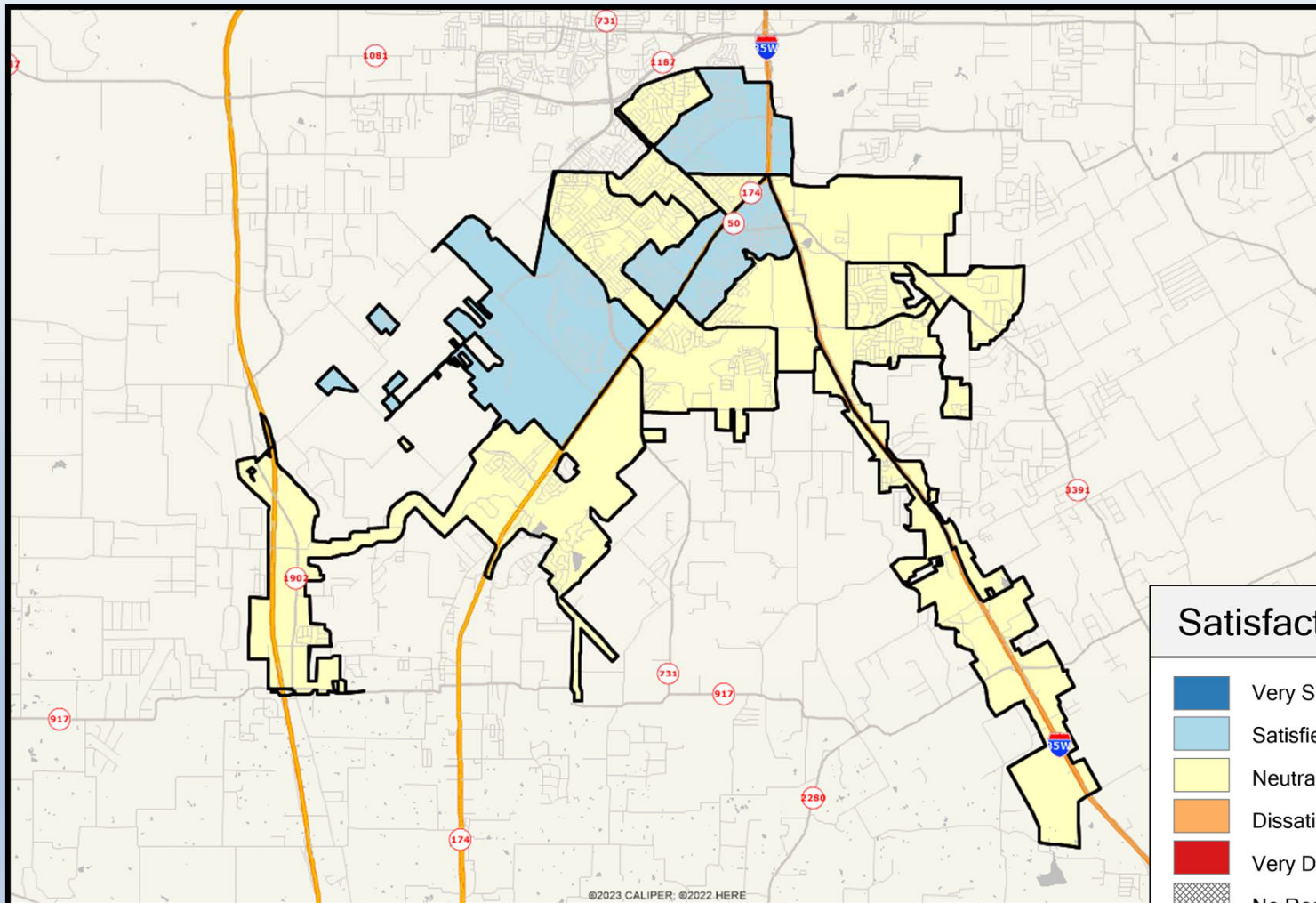


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

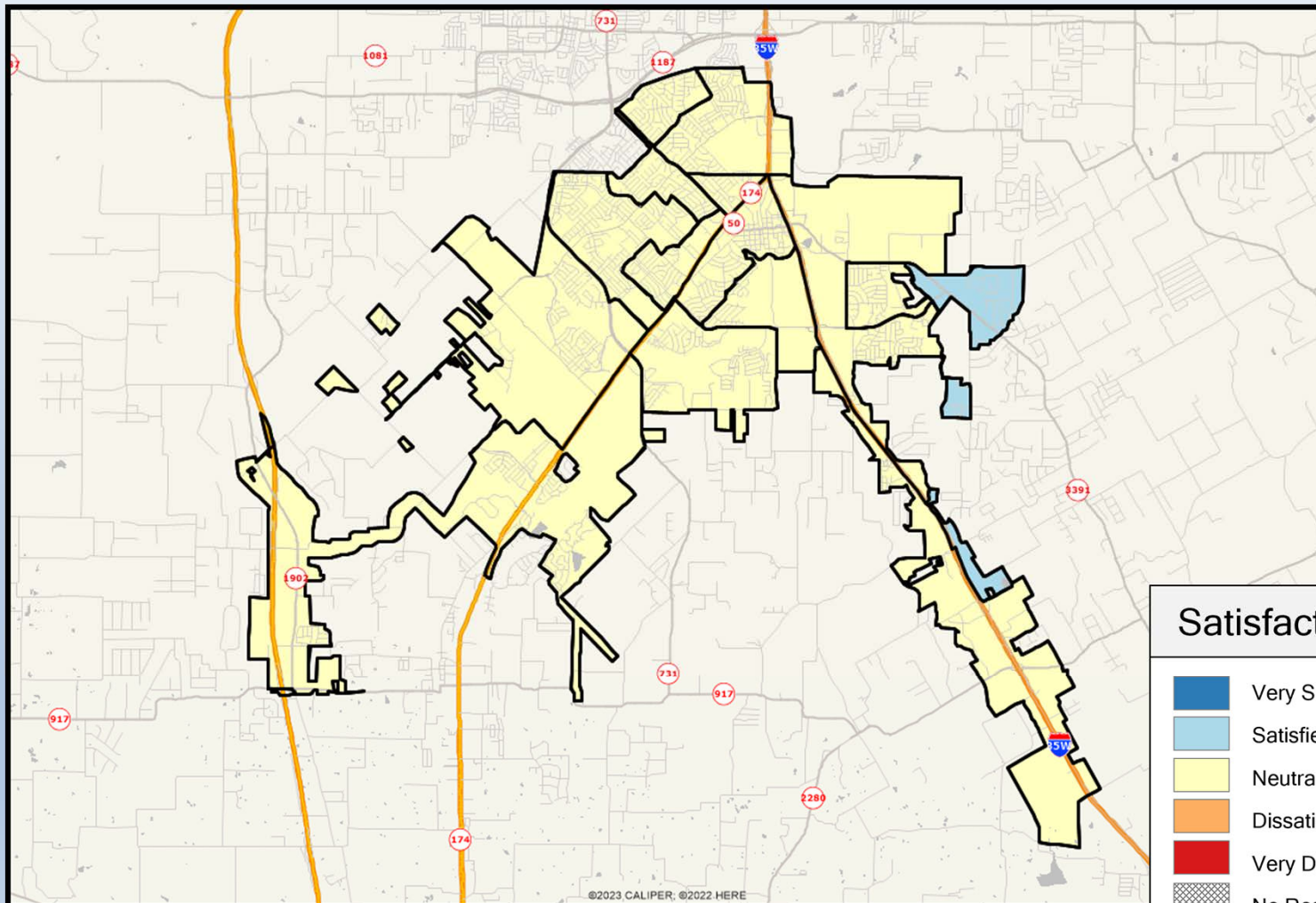
Q21-01. Adequacy of street lighting



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q21-02. Adequacy of lighting along trails and in city parks



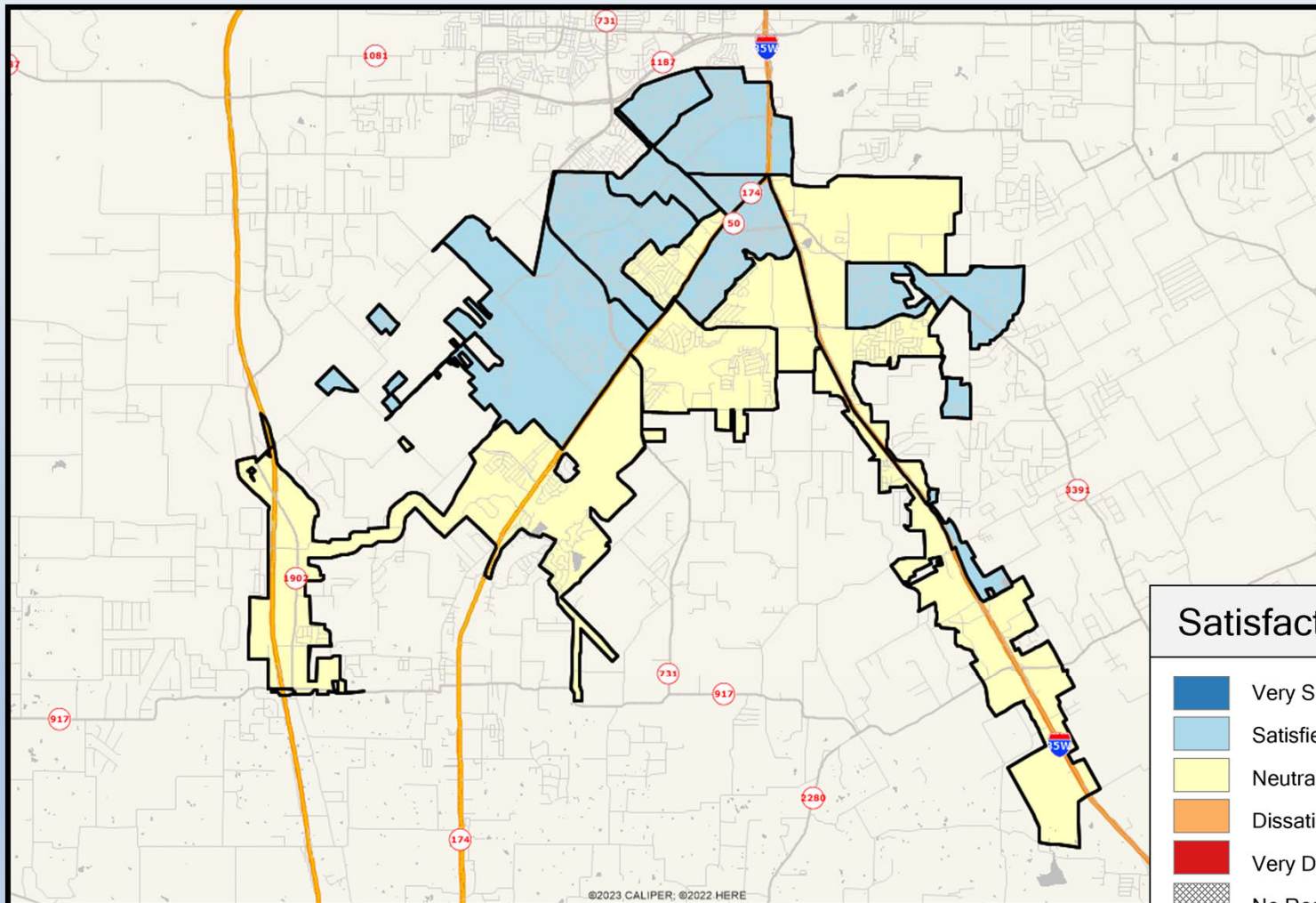
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Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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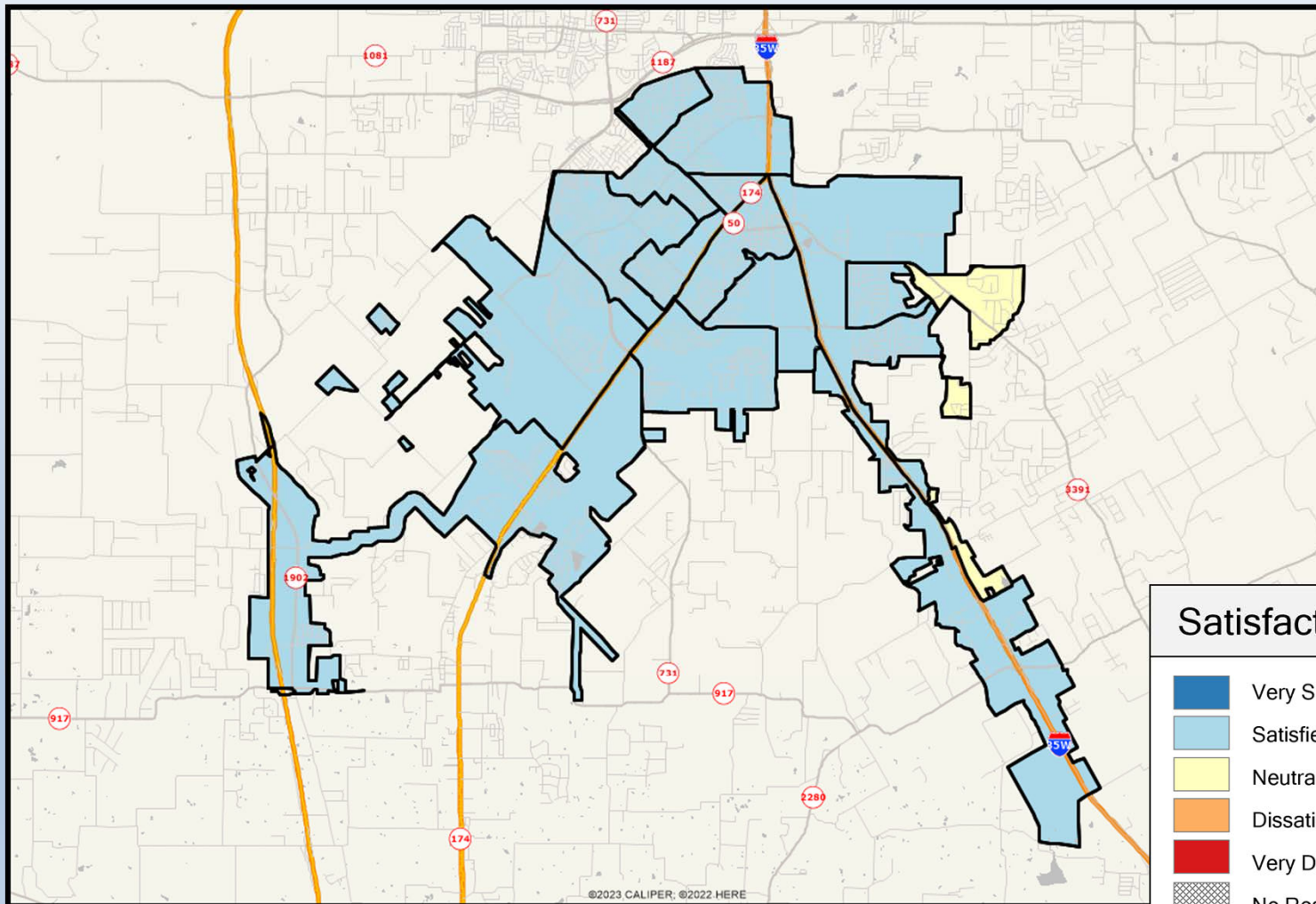
Q21-03. Adequacy of drainage systems in rainfall events



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q21-04. Appearance and condition of city medians, right of ways, and public areas

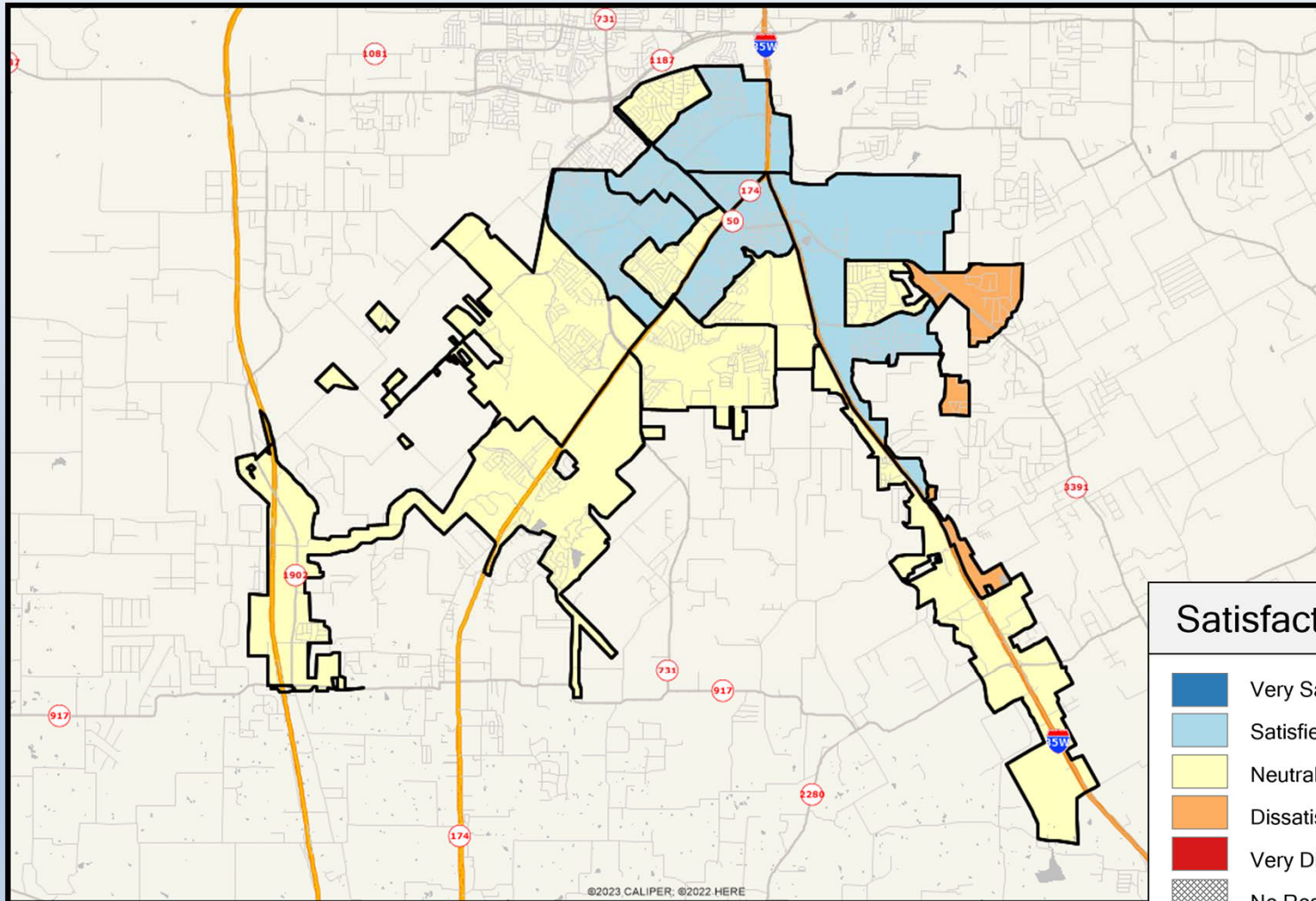


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

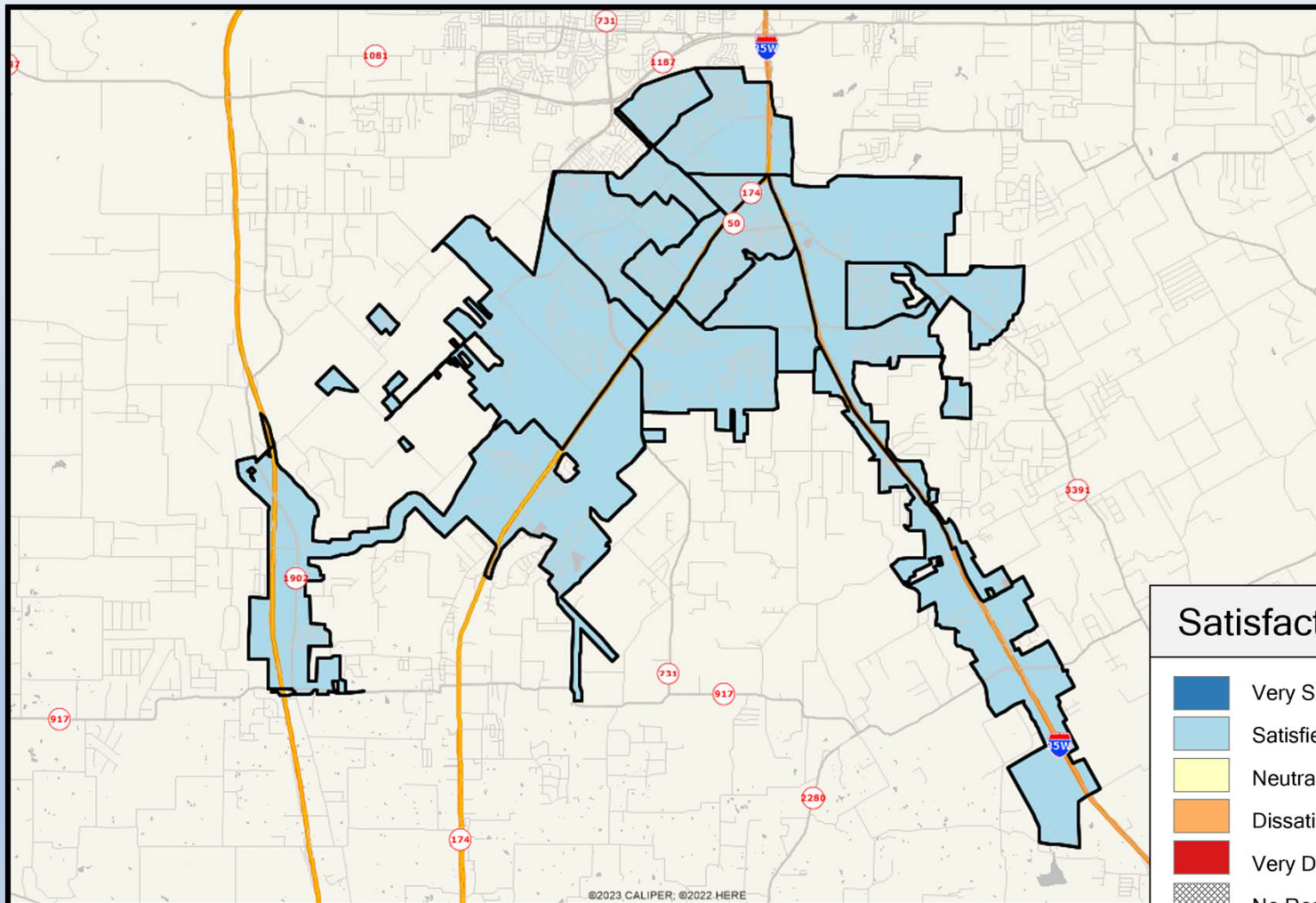
Q21-05. On-street bicycle infrastructure



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

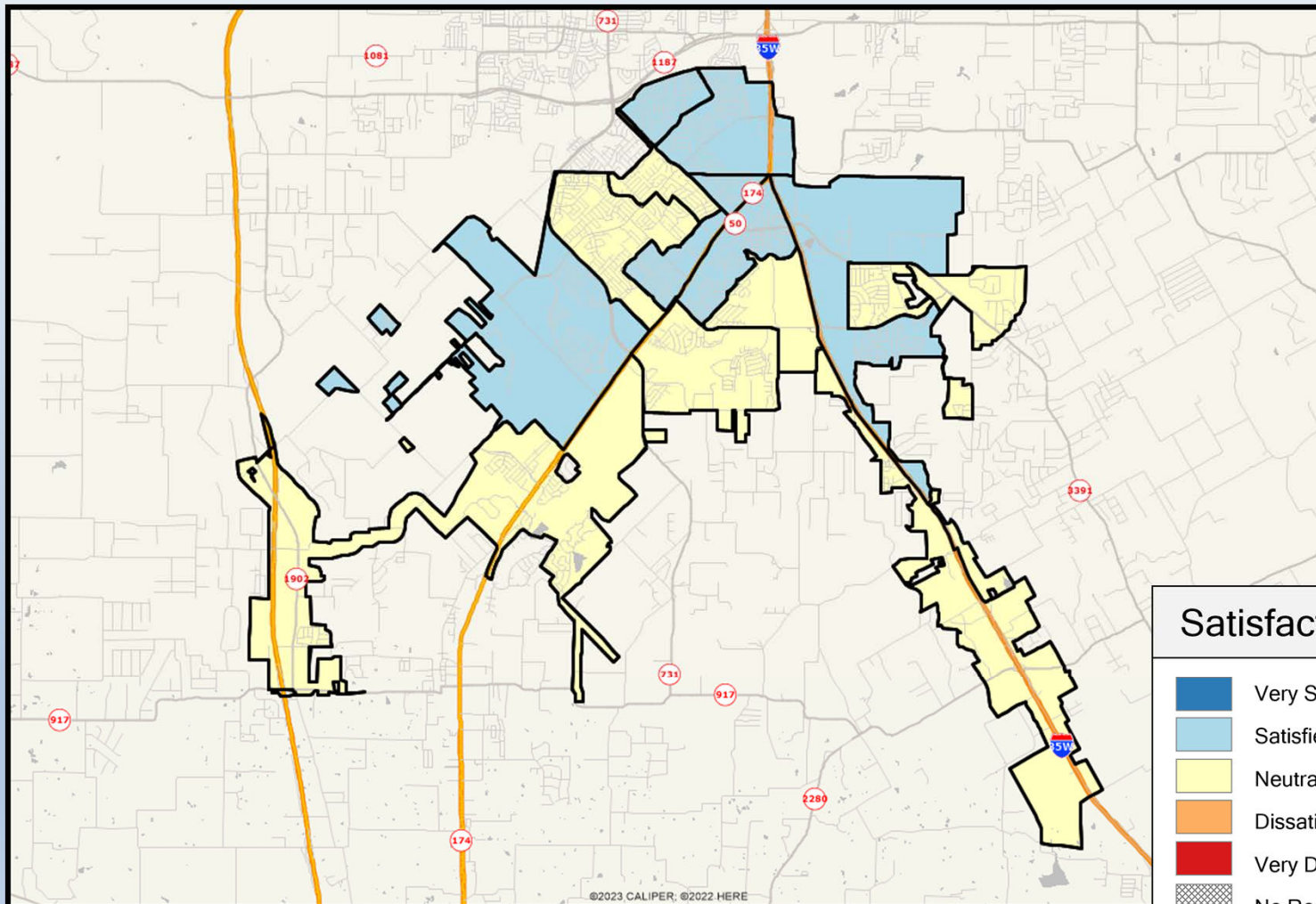
Q21-06. Overall condition of street signs and traffic signs



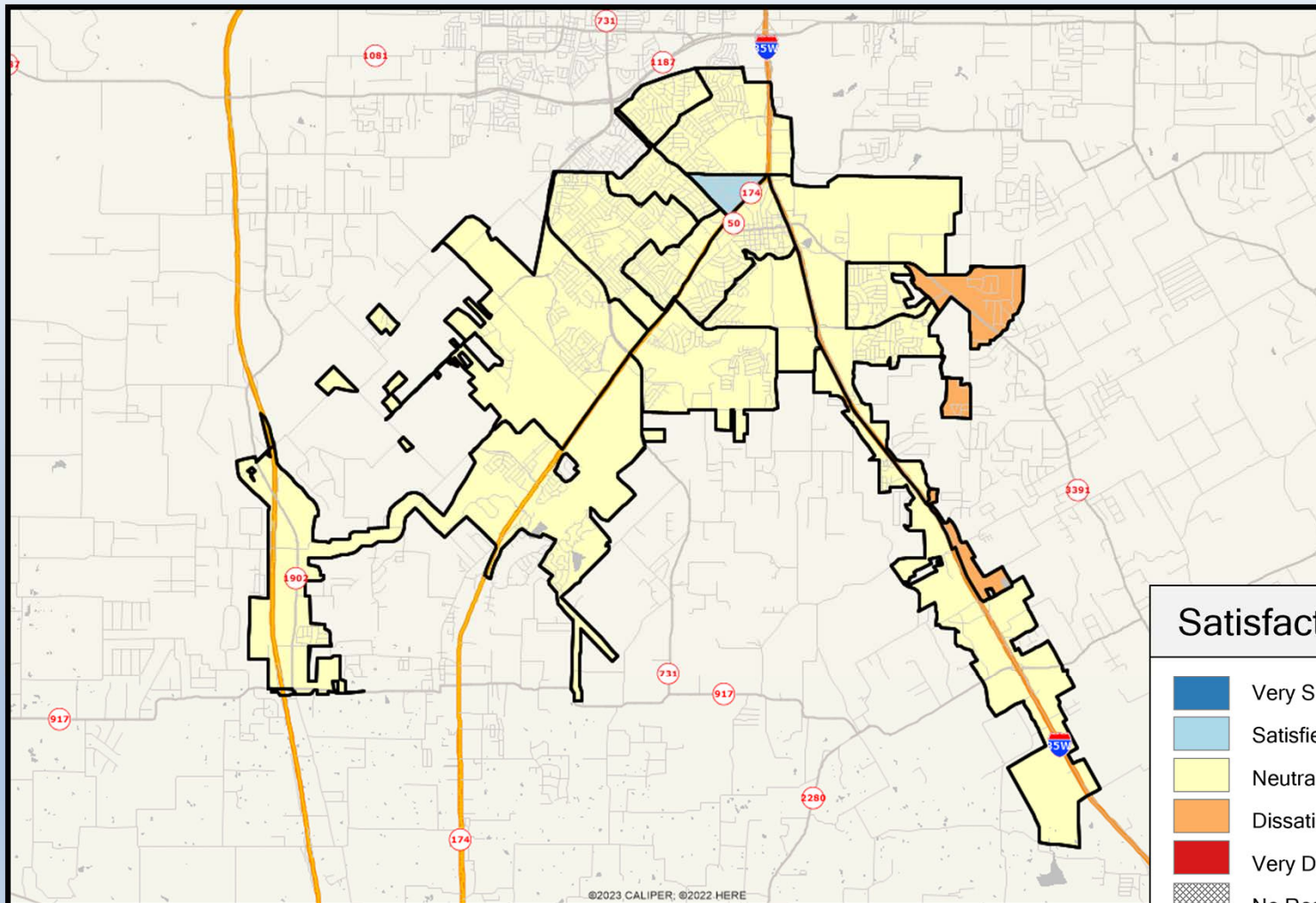
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q21-07. Overall maintenance of major TxDOT roadways



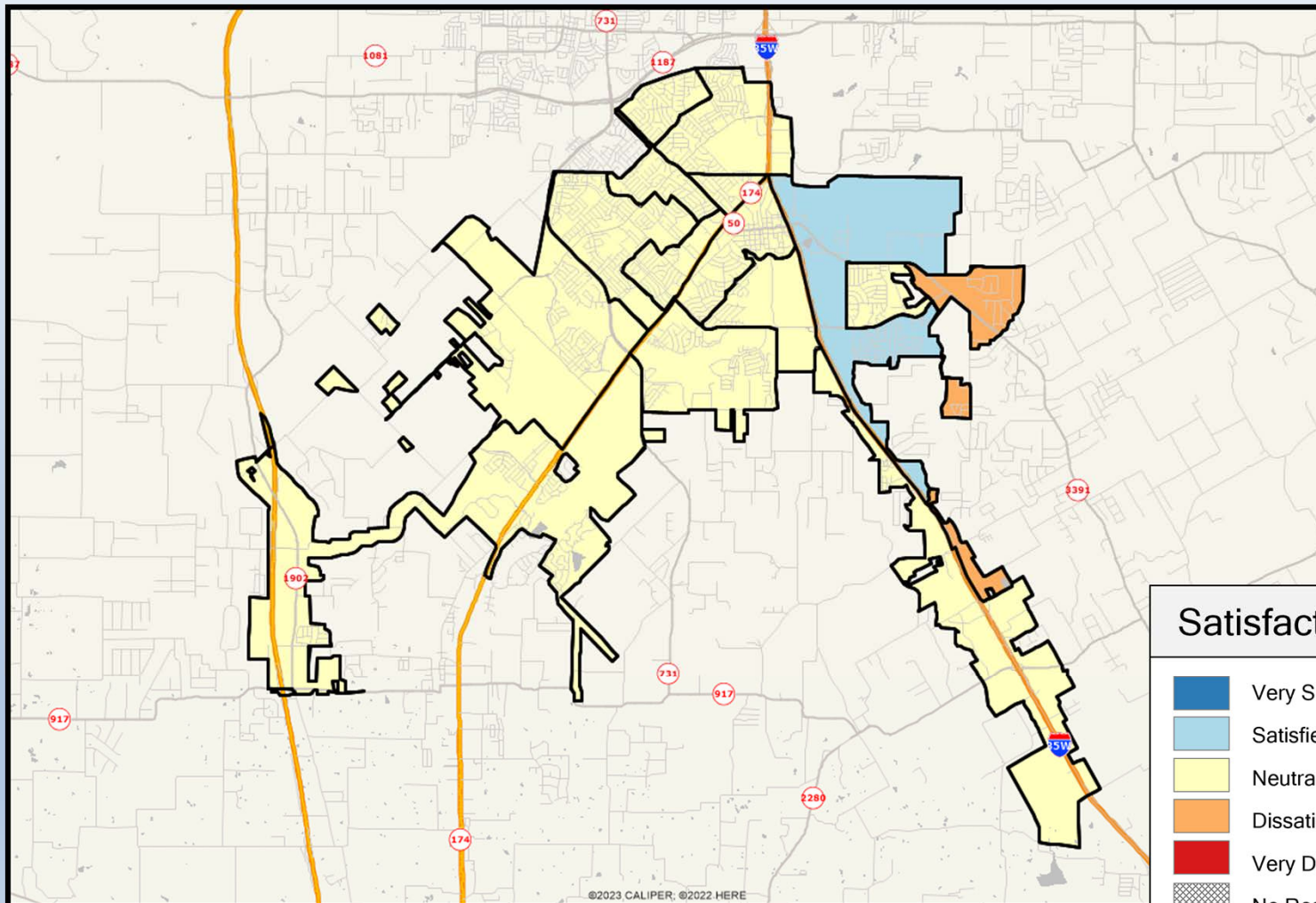
Q21-08. Overall maintenance of major city streets



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

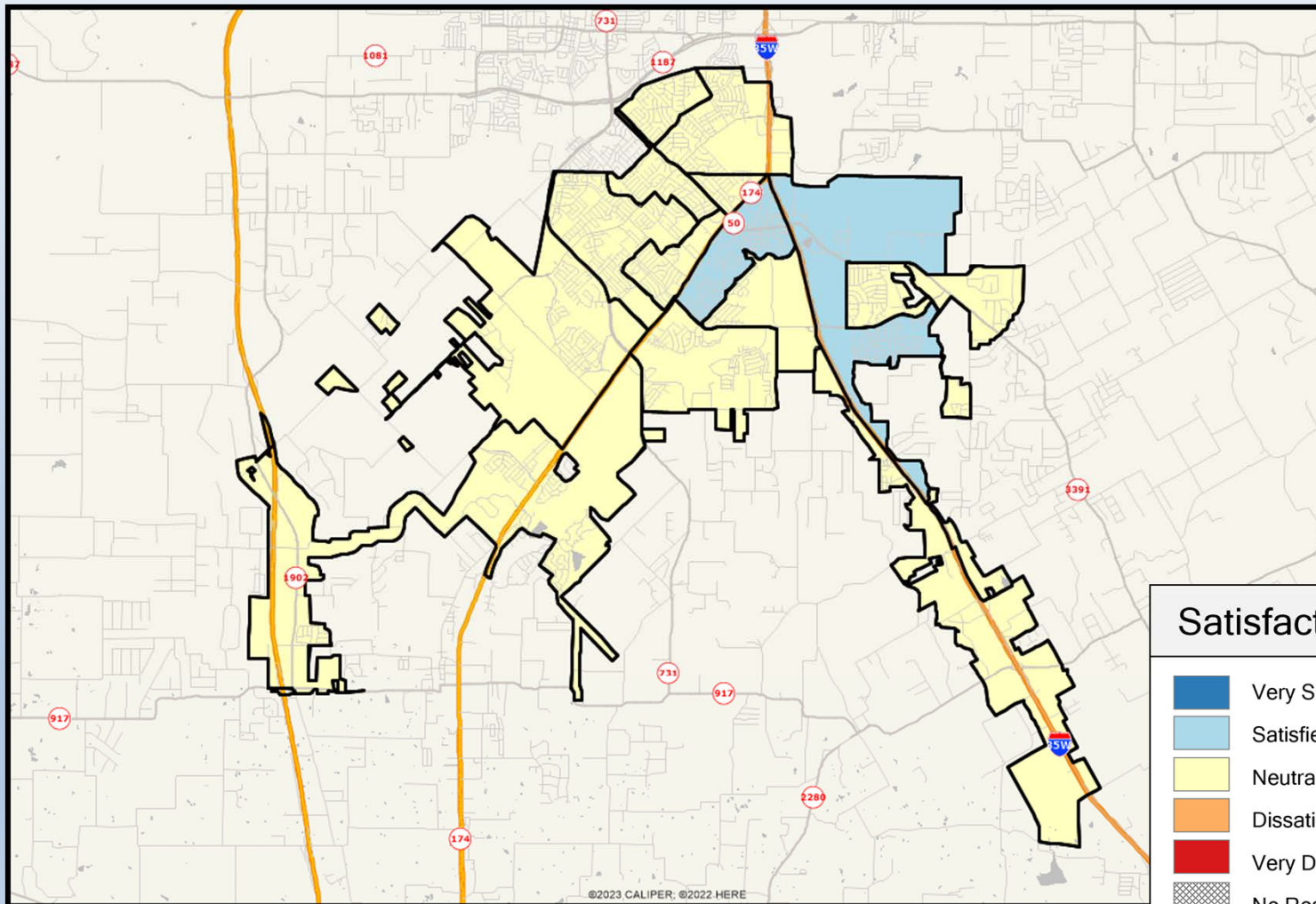
Q21-09. Overall maintenance of neighborhood streets



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Q21-10. Overall quantity and quality of city sidewalks including accessibility

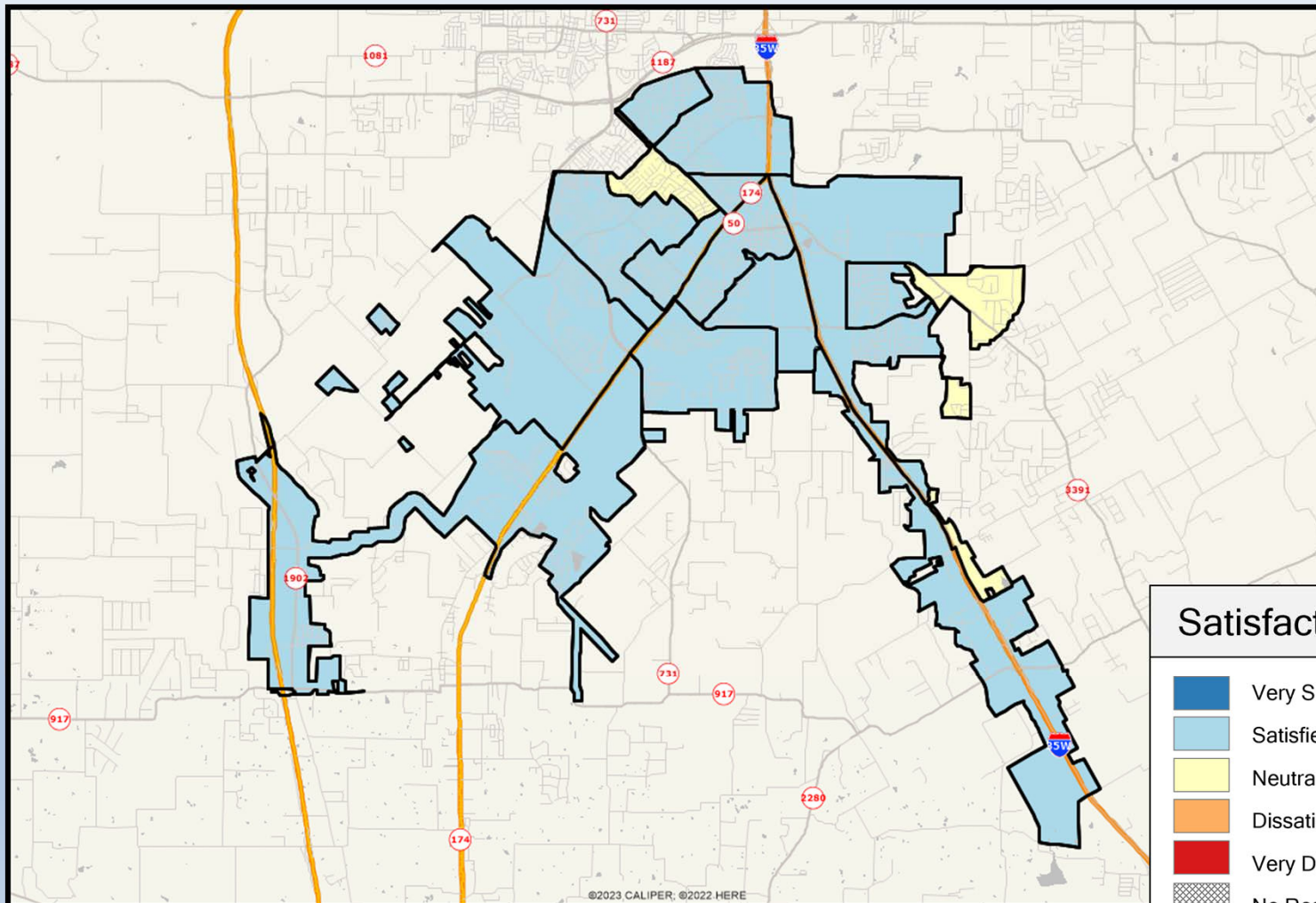


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q21-11. Mowing and tree trimming along streets and other public areas

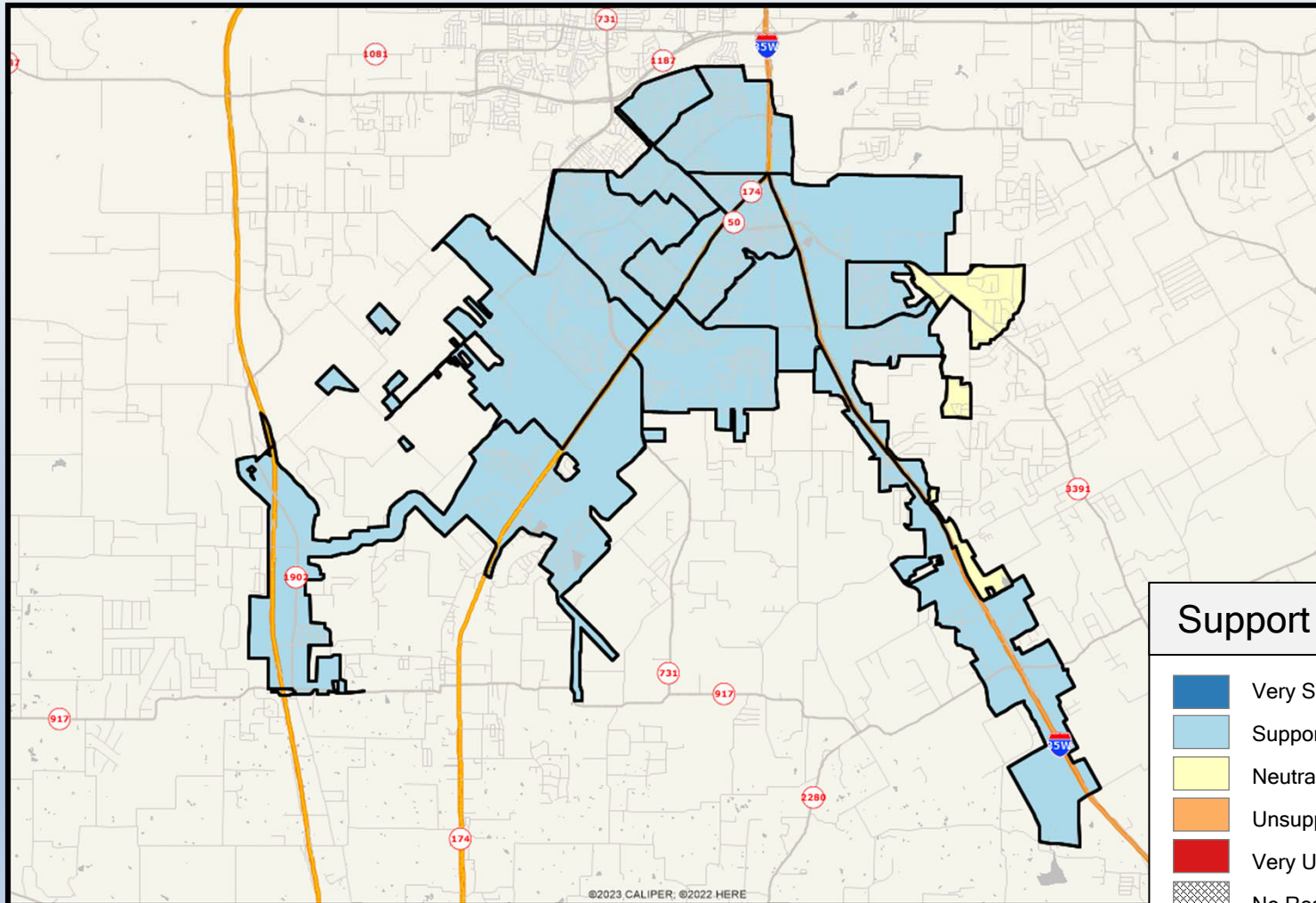


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

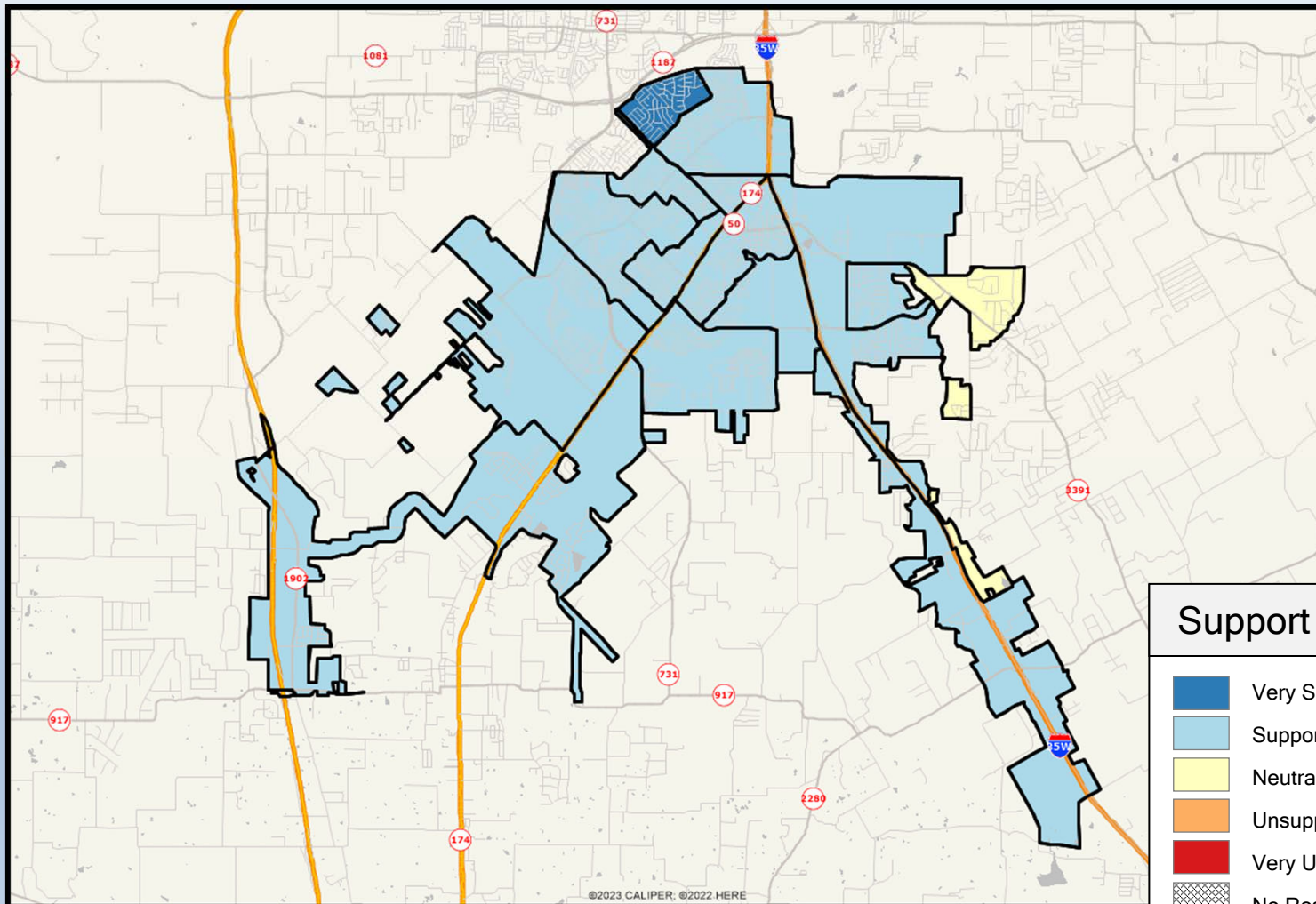
Q23-1. Commercial and retail



Support

- Very Supportive
- Supportive
- Neutral
- Unsupportive
- Very Unsupportive
- No Response

Q23-2. Food, restaurant, and entertainment

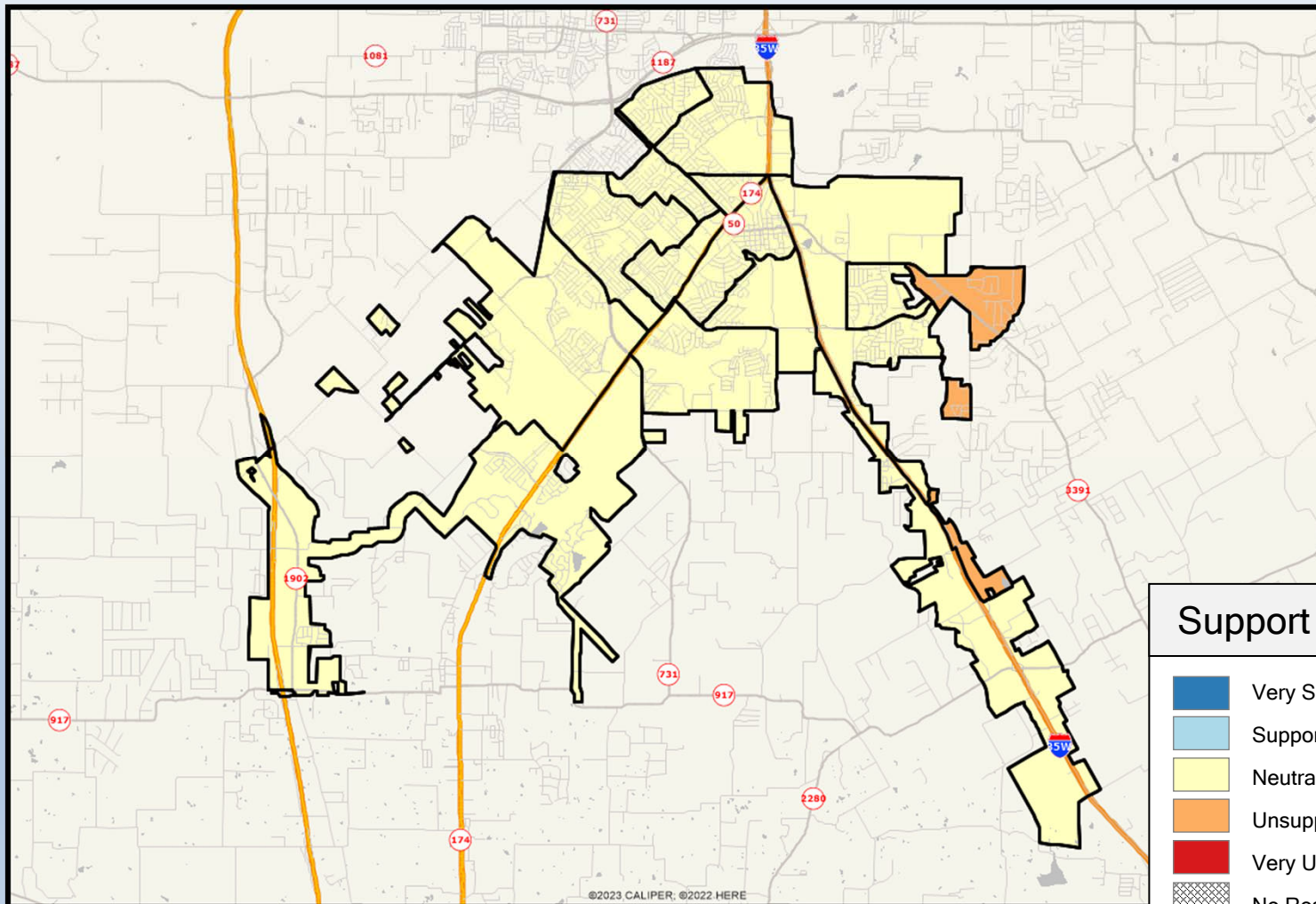


Support

- Very Supportive
- Supportive
- Neutral
- Unsupportive
- Very Unsupportive
- No Response

ETC INSTITUTE

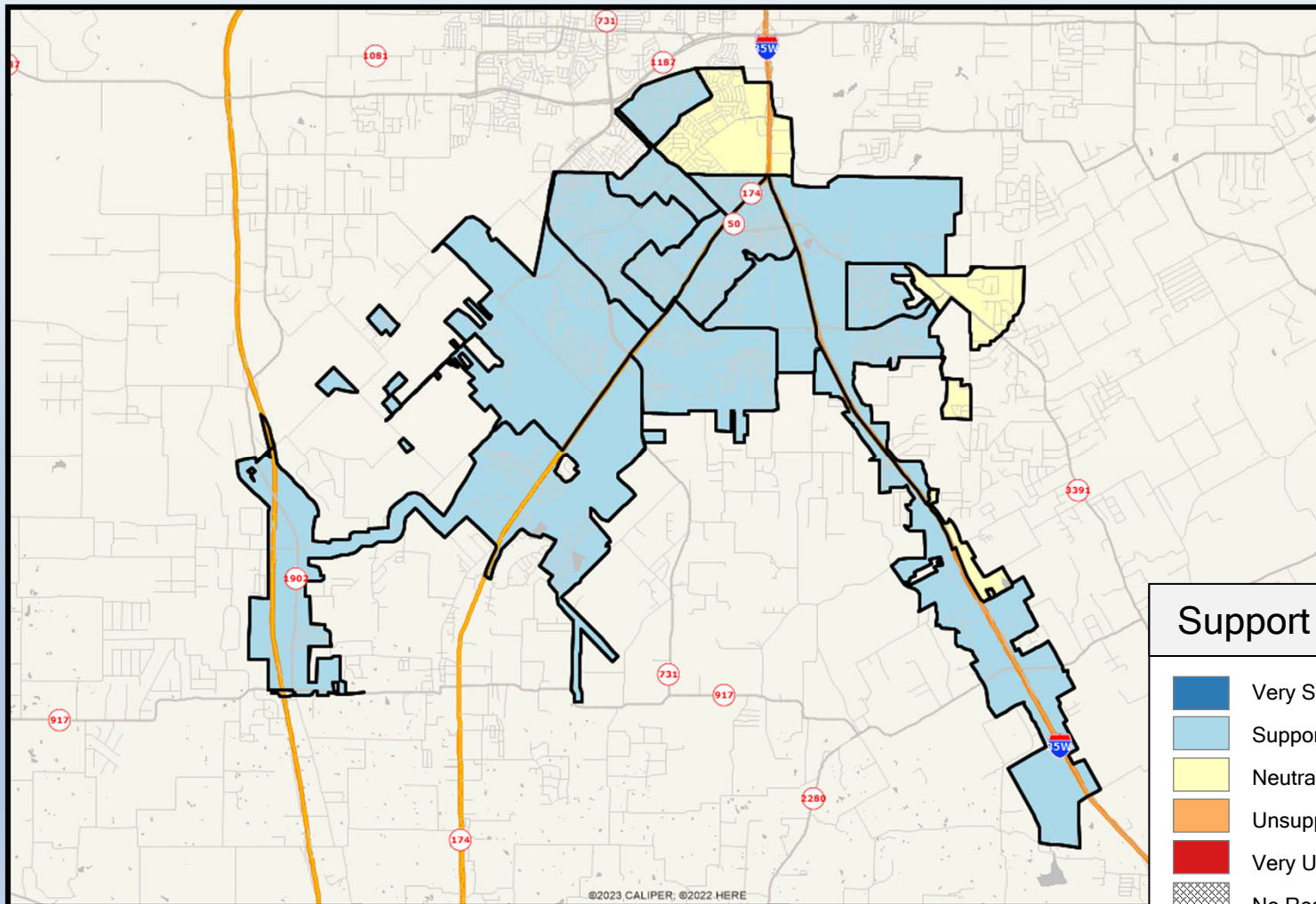
Q23-3. Heavy commercial and industrial



Support

- Very Supportive
- Supportive
- Neutral
- Unsupportive
- Very Unsupportive
- No Response

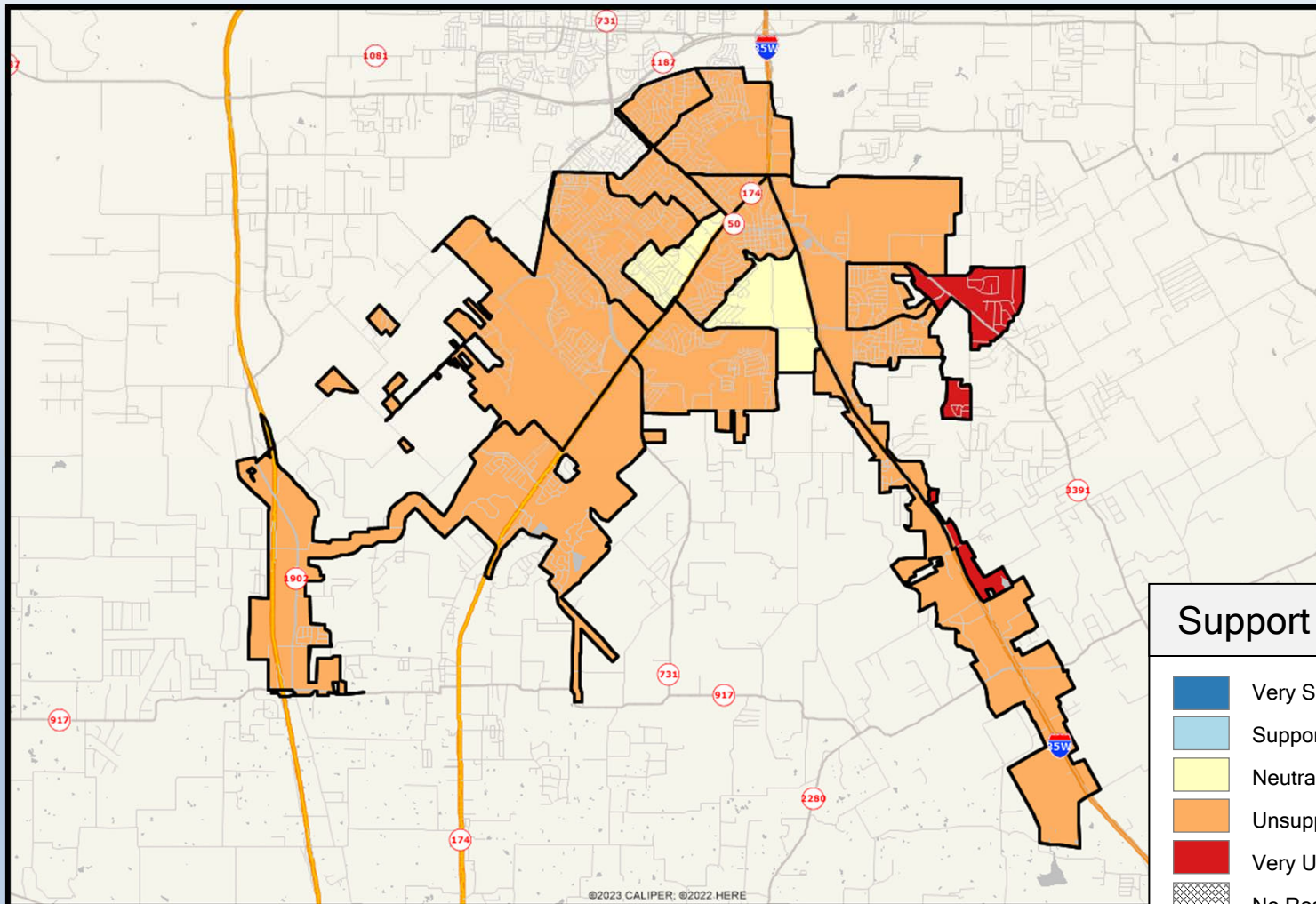
Q23-4. Single-family housing



Support

- Very Supportive
- Supportive
- Neutral
- Unsupportive
- Very Unsupportive
- No Response

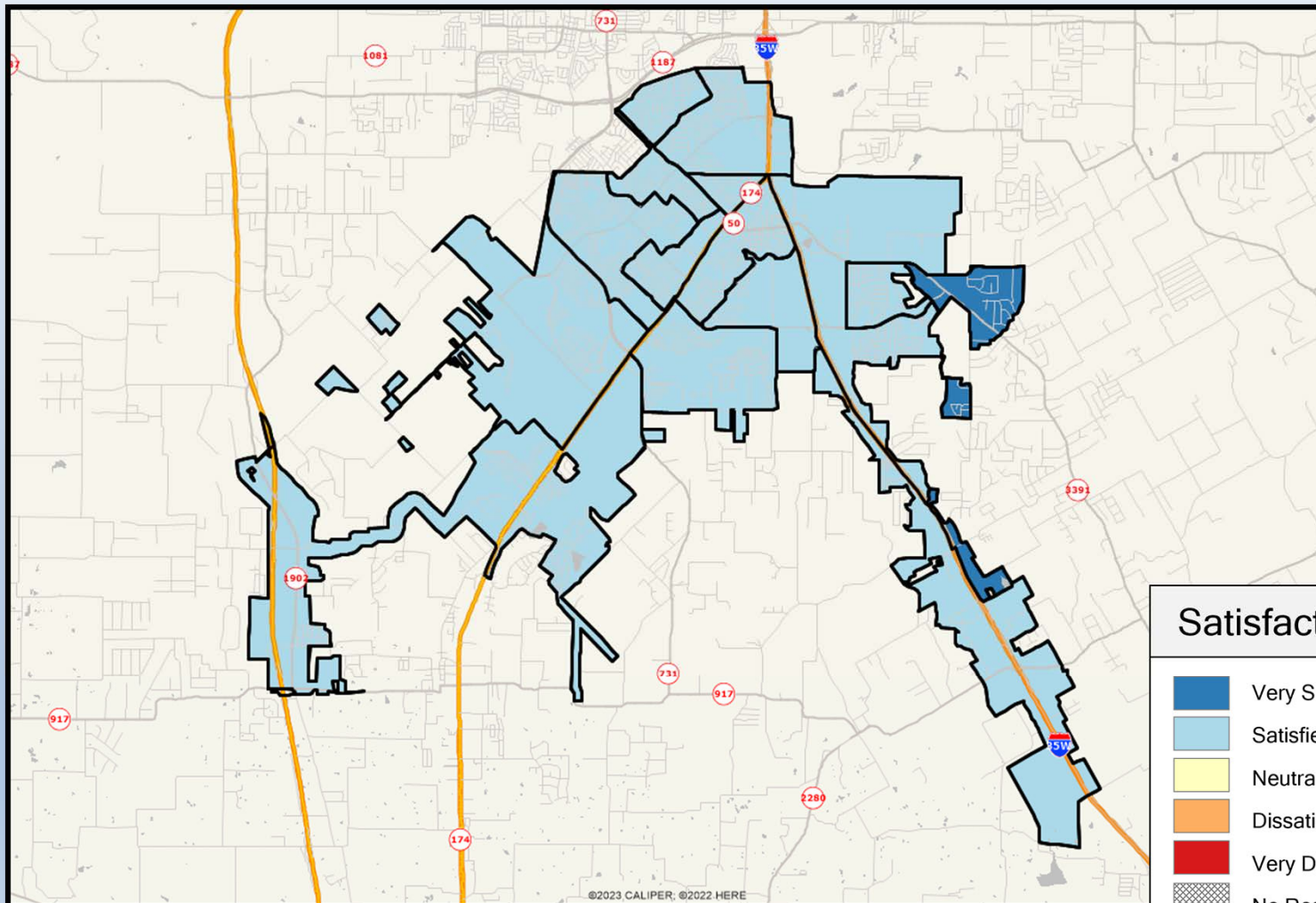
Q23-5. Multi-family housing



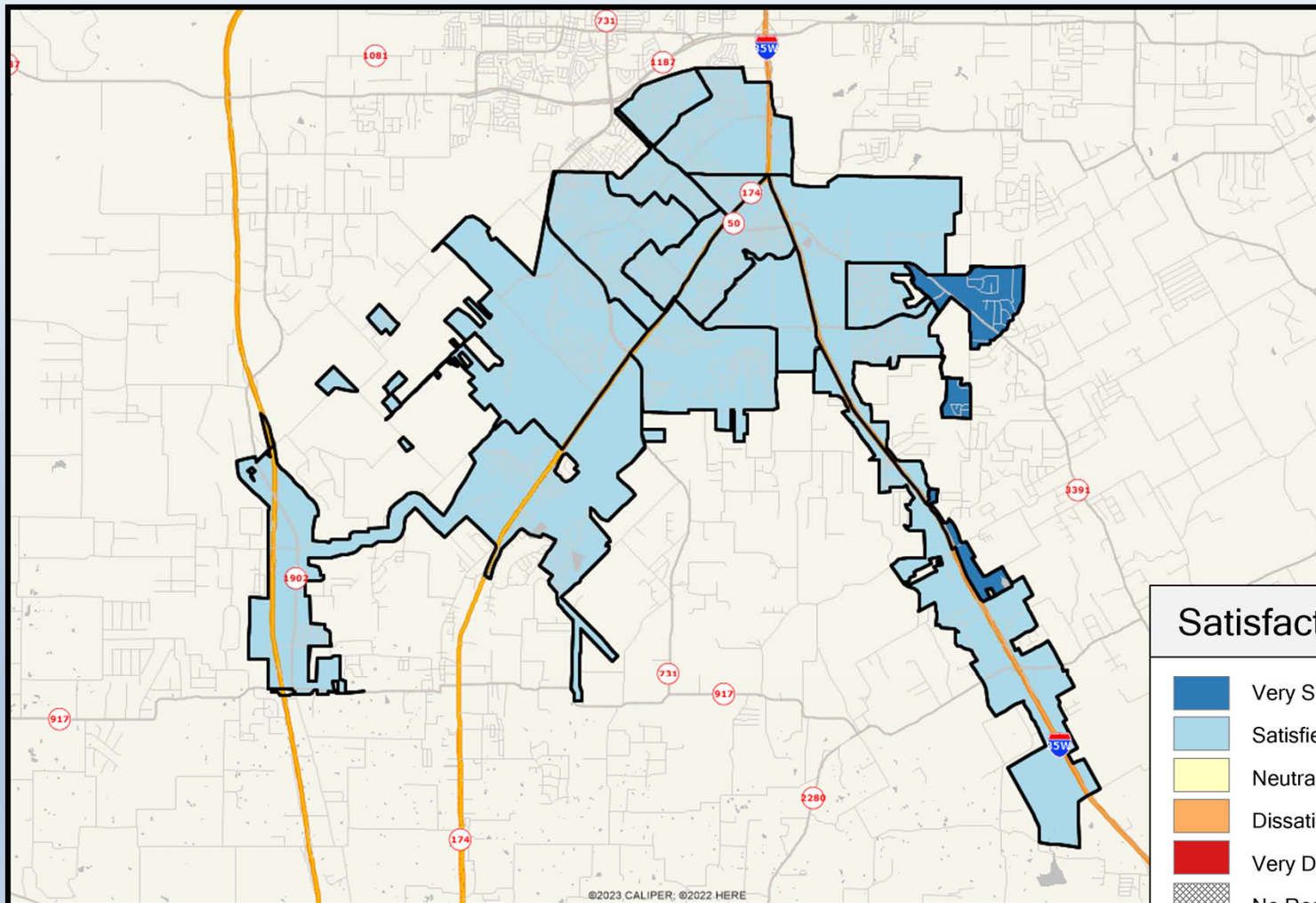
Support

- Very Supportive
- Supportive
- Neutral
- Unsupportive
- Very Unsupportive
- No Response

Q24-1. Overall quality of the city's animal control services



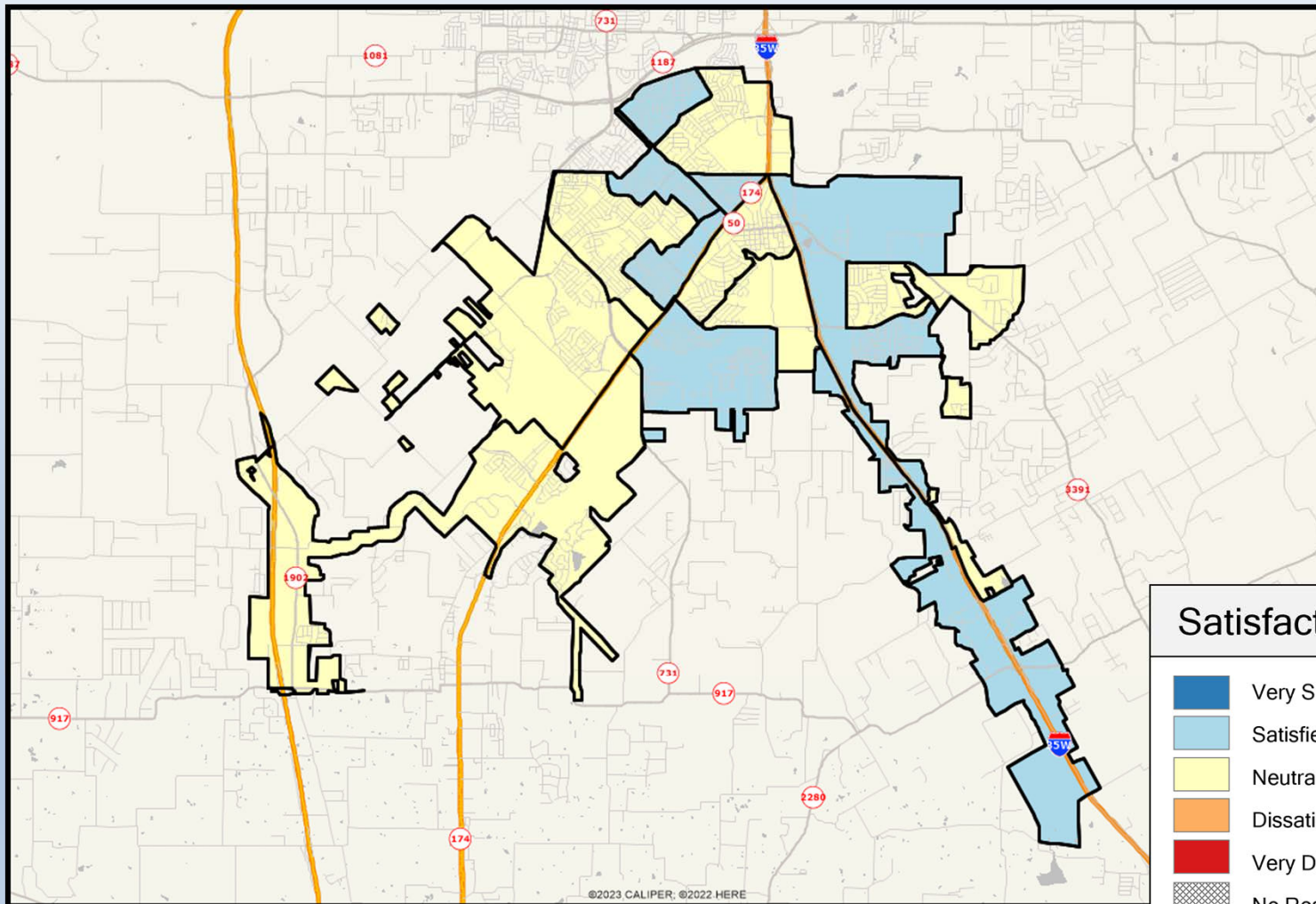
Q24-2. Overall quality of the city's animal adoption services



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q25-1. City's efforts to enforce the clean-up of trash and debris on private property

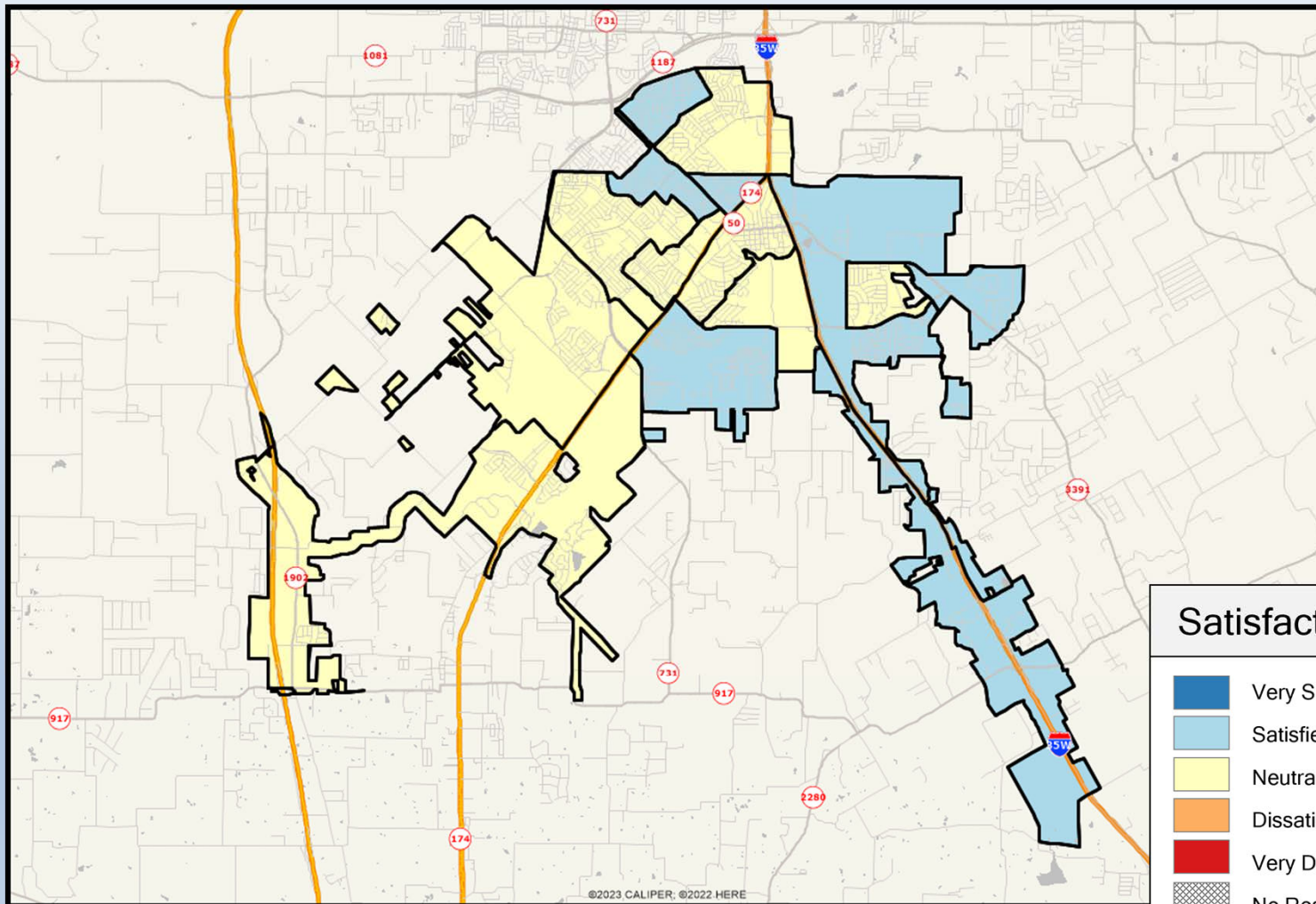


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q25-2. City's efforts to enforce the upkeep of residential property

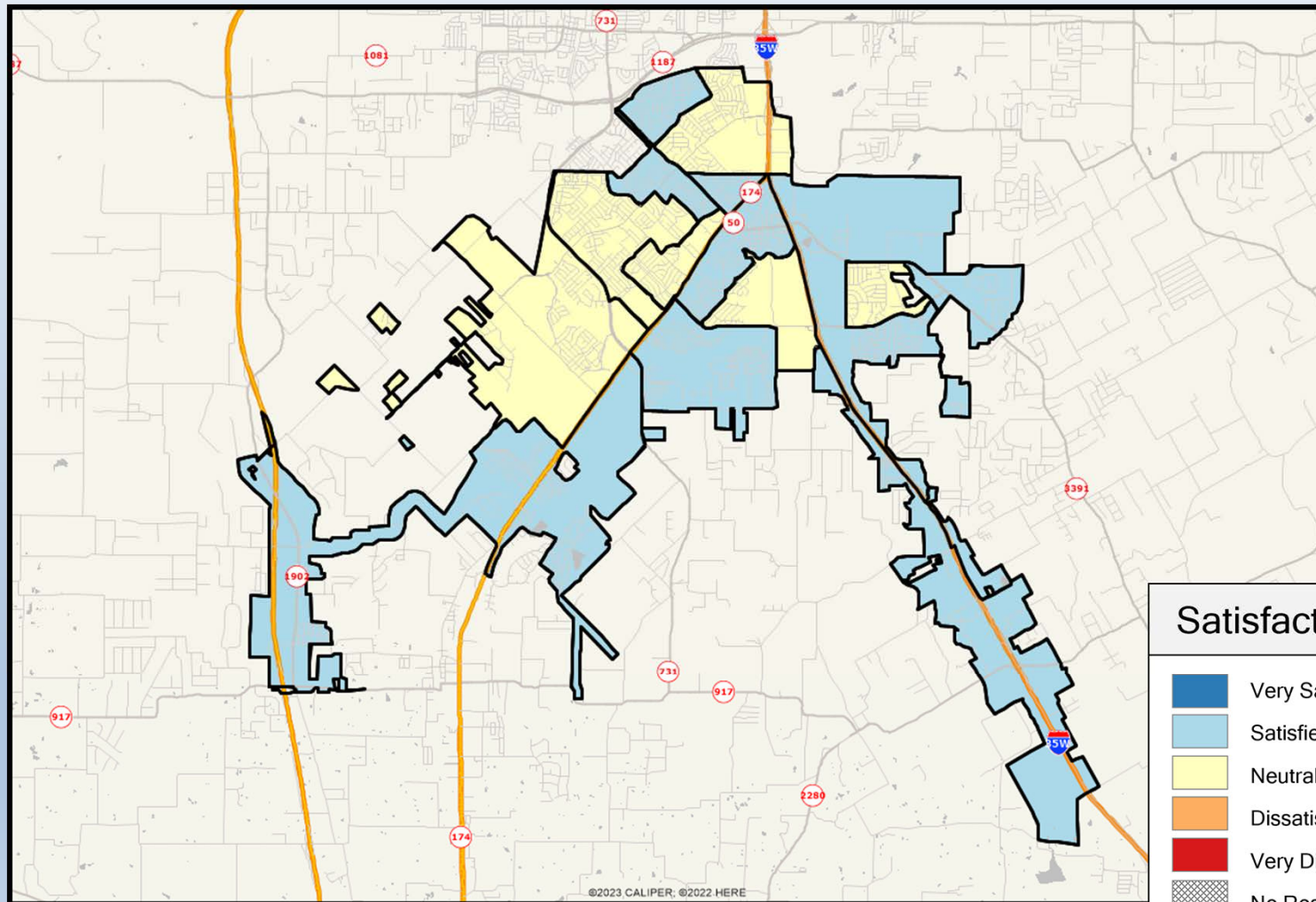


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q25-3. City's efforts to identify and remove abandoned or dilapidated structures

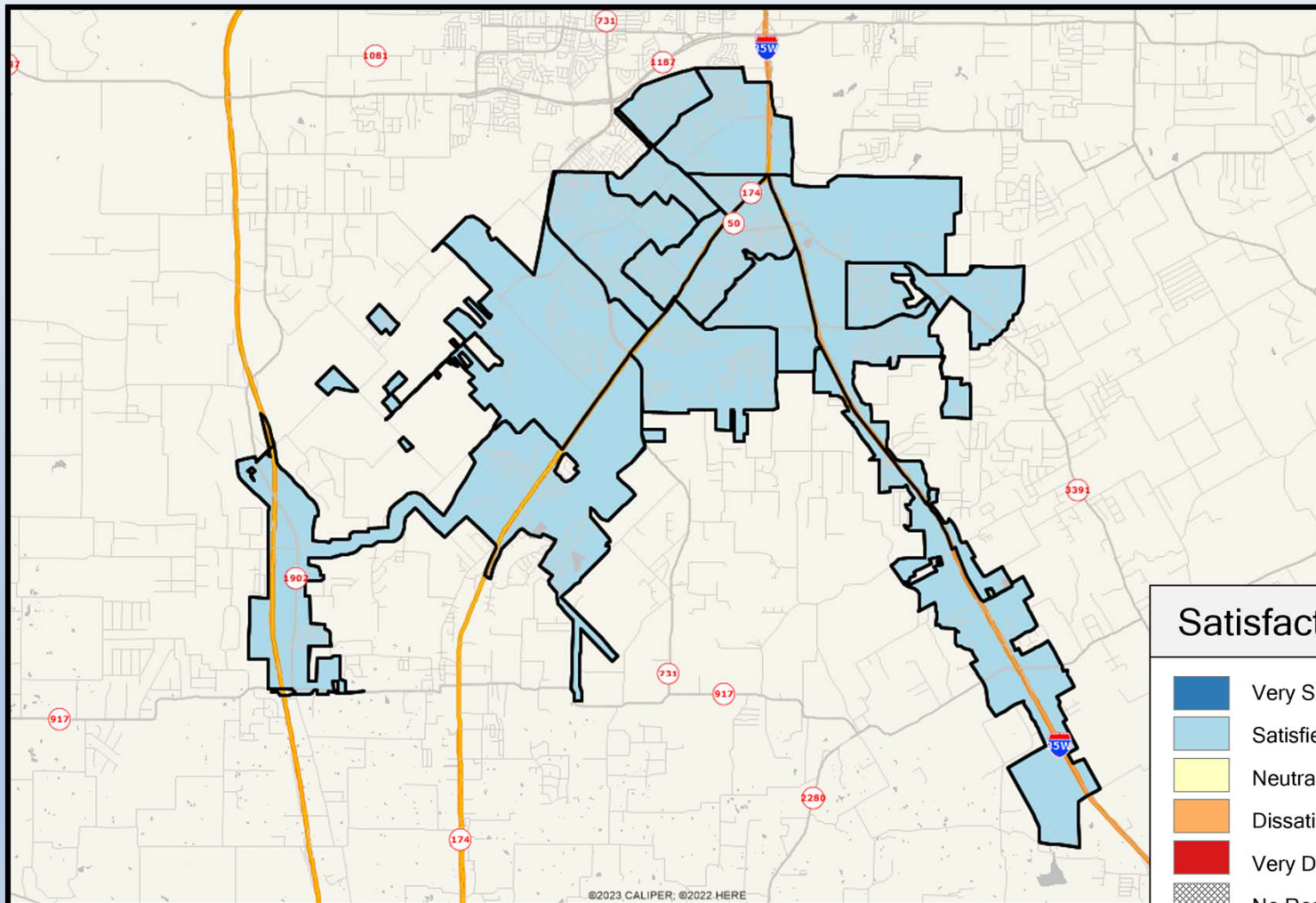


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q25-4. City's efforts to enforce restaurant and food service cleanliness

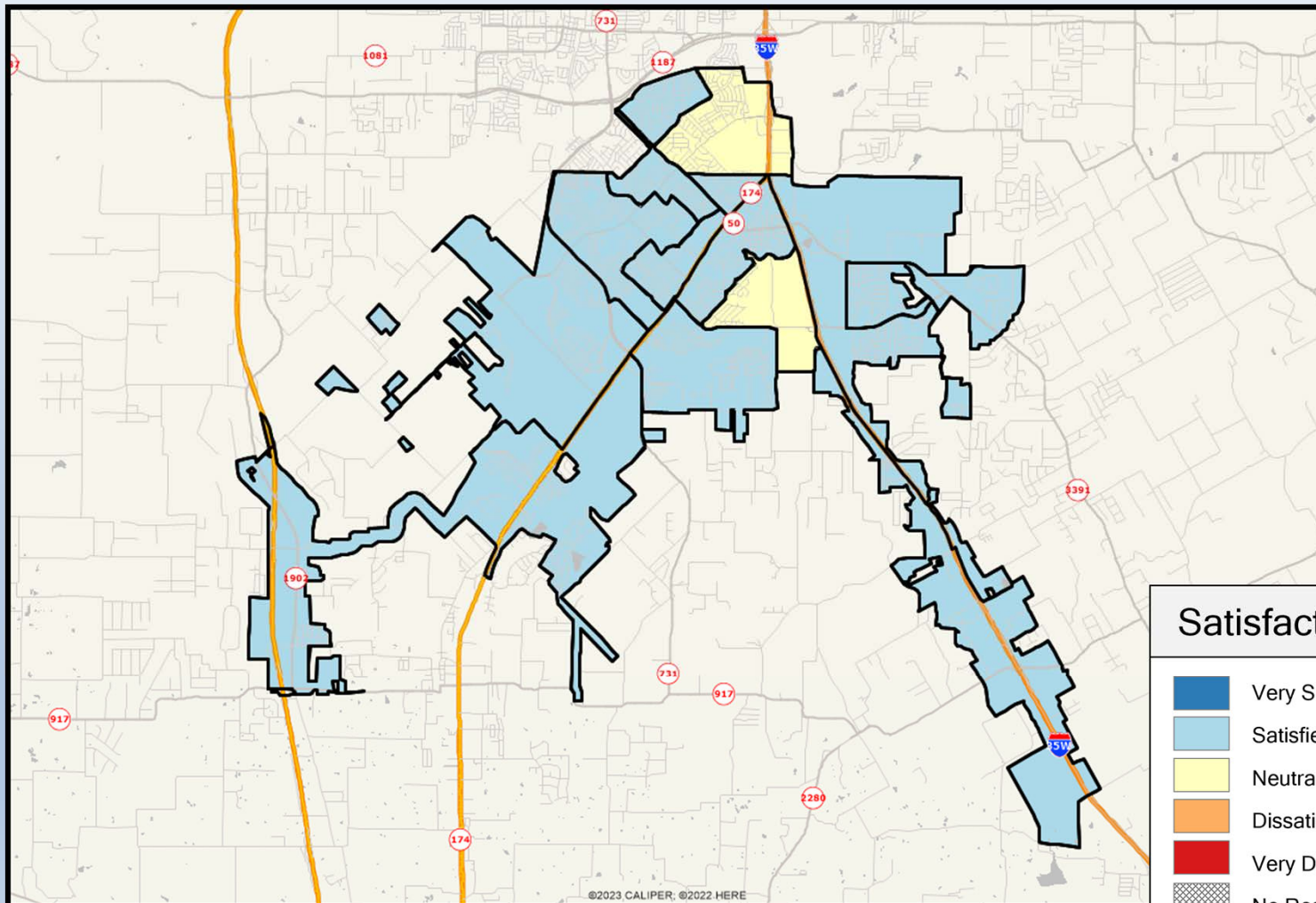


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

ETC INSTITUTE

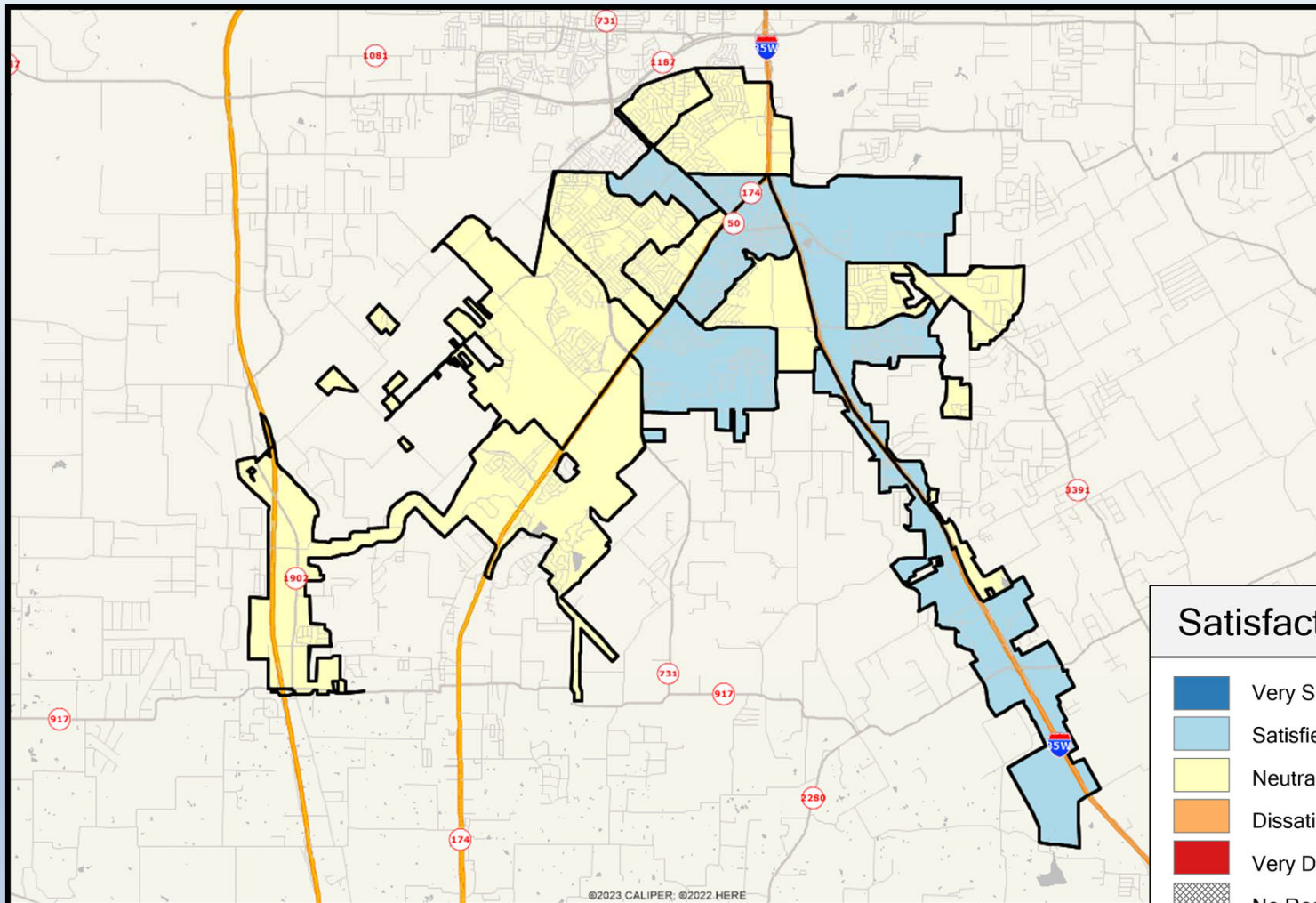
Q25-5. City's efforts to enforce sign regulations



Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

Q25-6. City's efforts to enforce mowing and cutting of weeds on private property



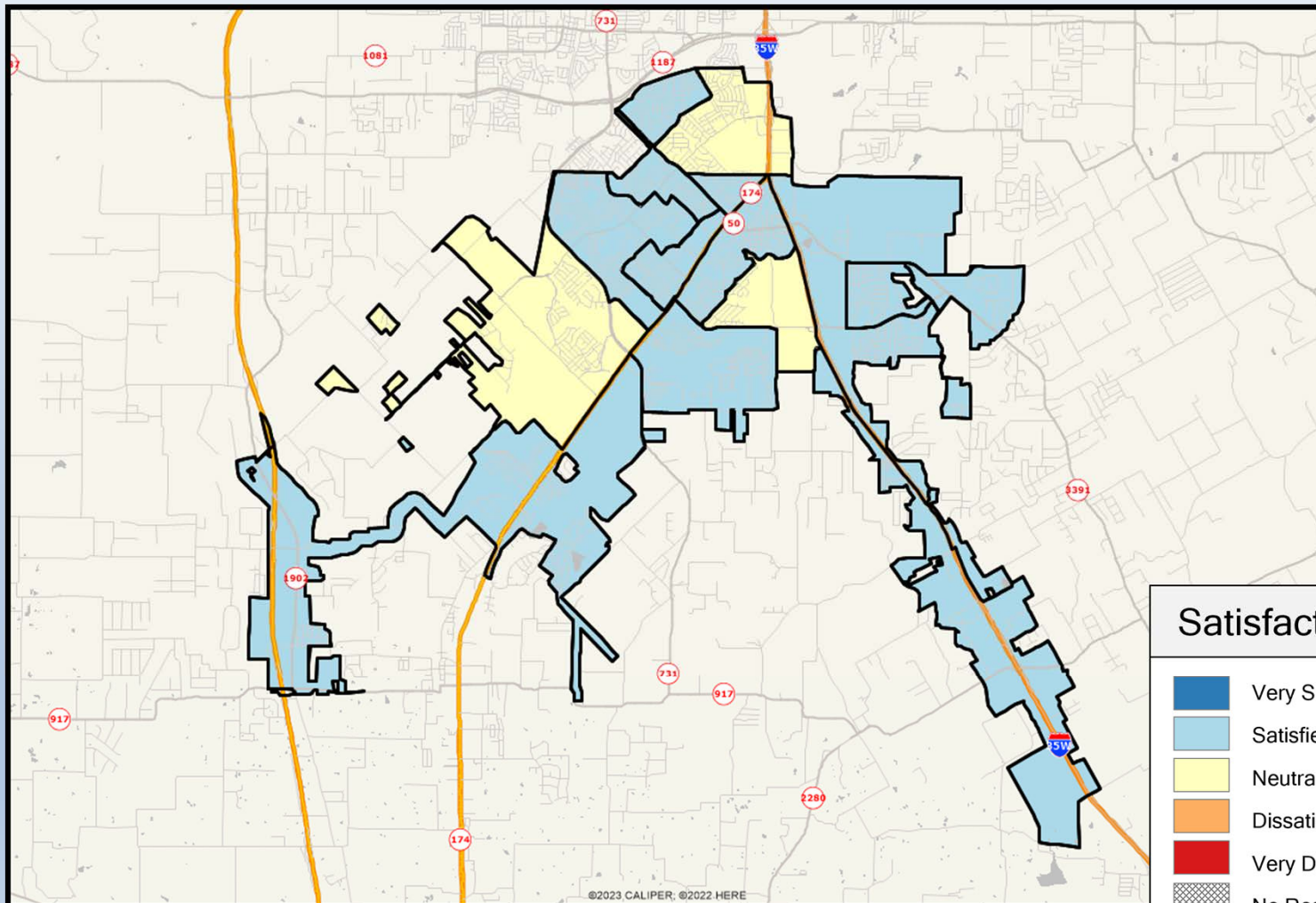
Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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699

Q25-7. Overall quality of the city's code compliance operations

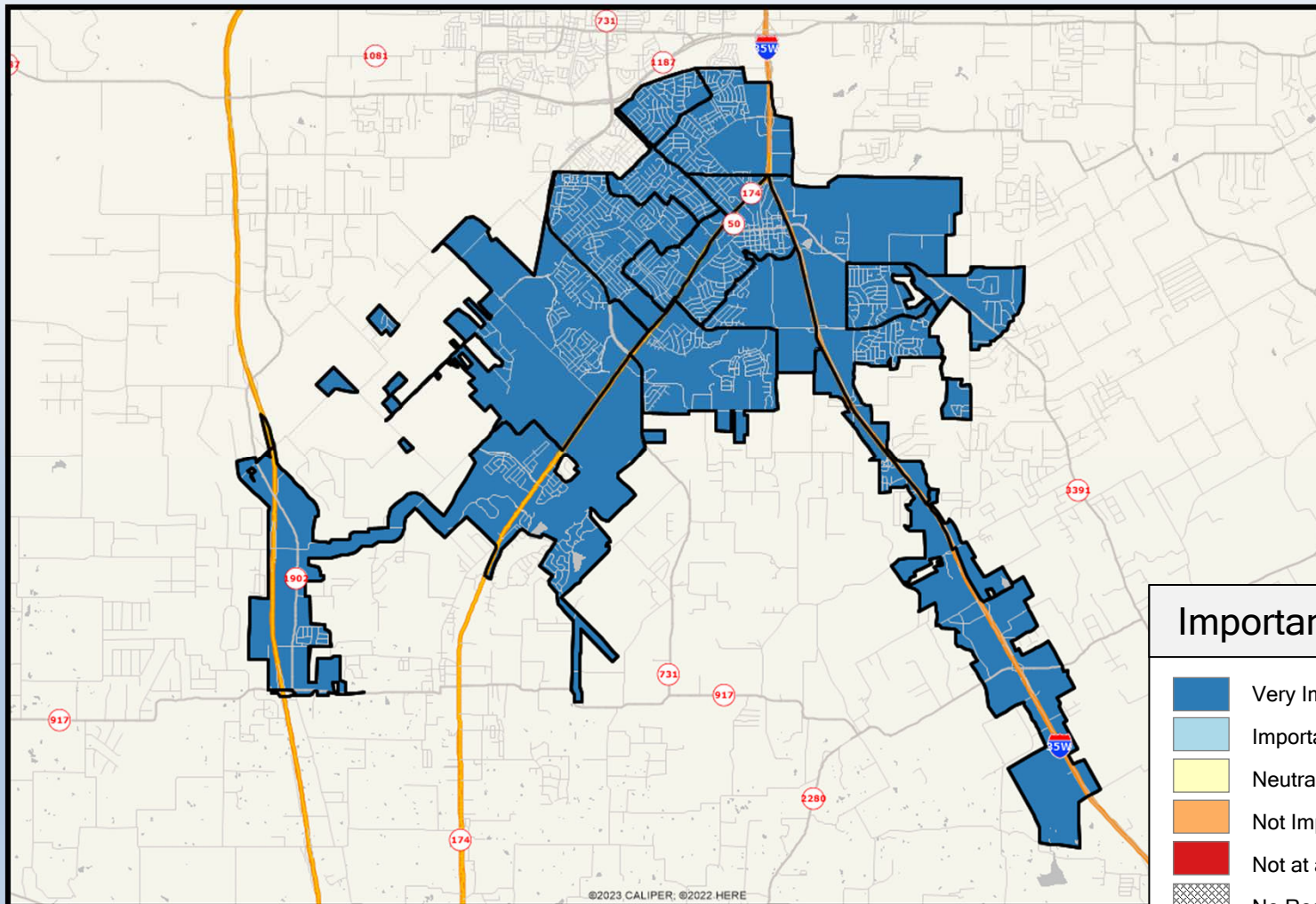


Satisfaction

- Very Satisfied
- Satisfied
- Neutral
- Dissatisfied
- Very Dissatisfied
- No Response

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Q28-1. Maintenance of the city's infrastructure

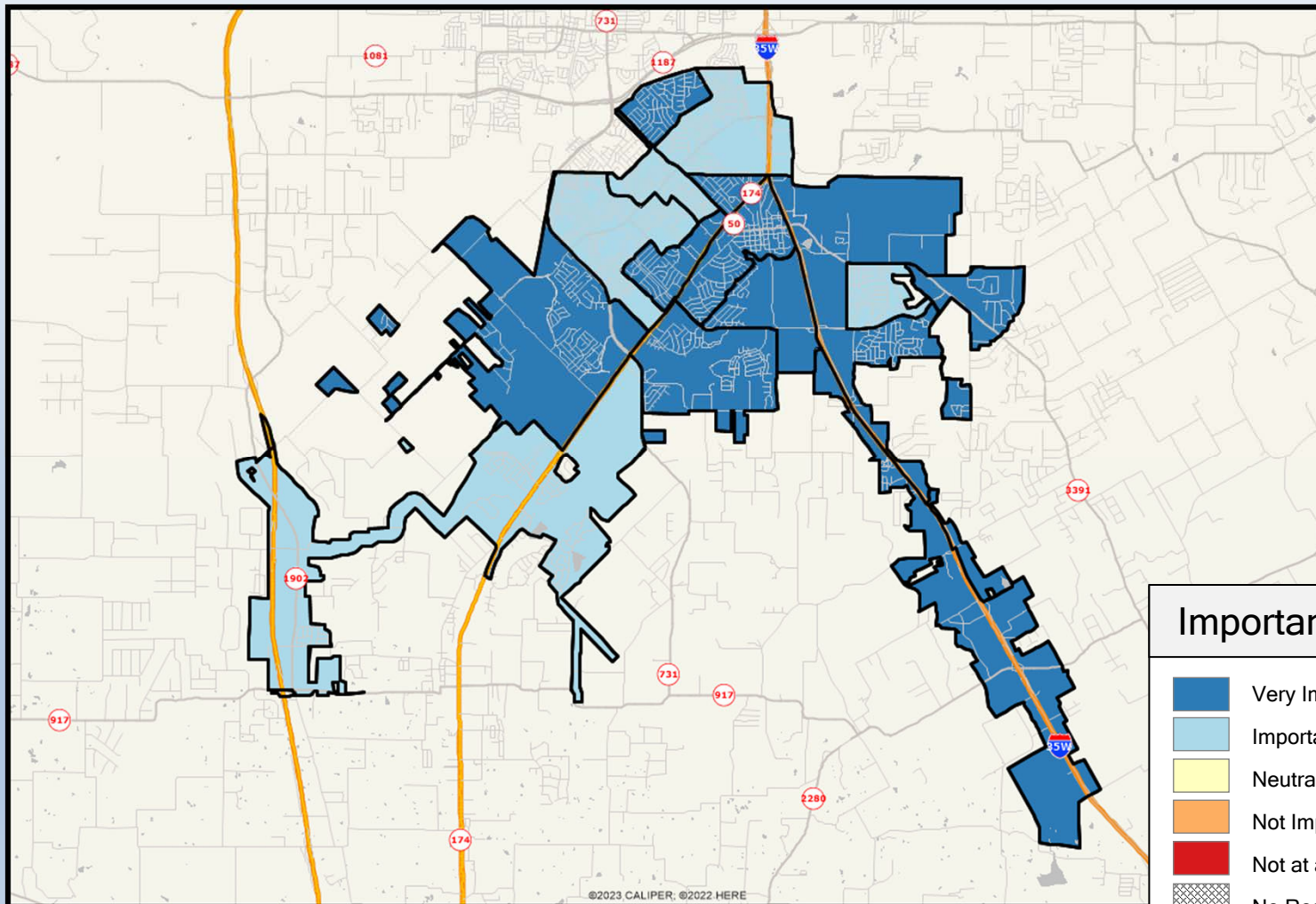


Importance

- Very Important
- Important
- Neutral
- Not Important
- Not at all Important
- No Response

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Q28-2. Parks and Recreation

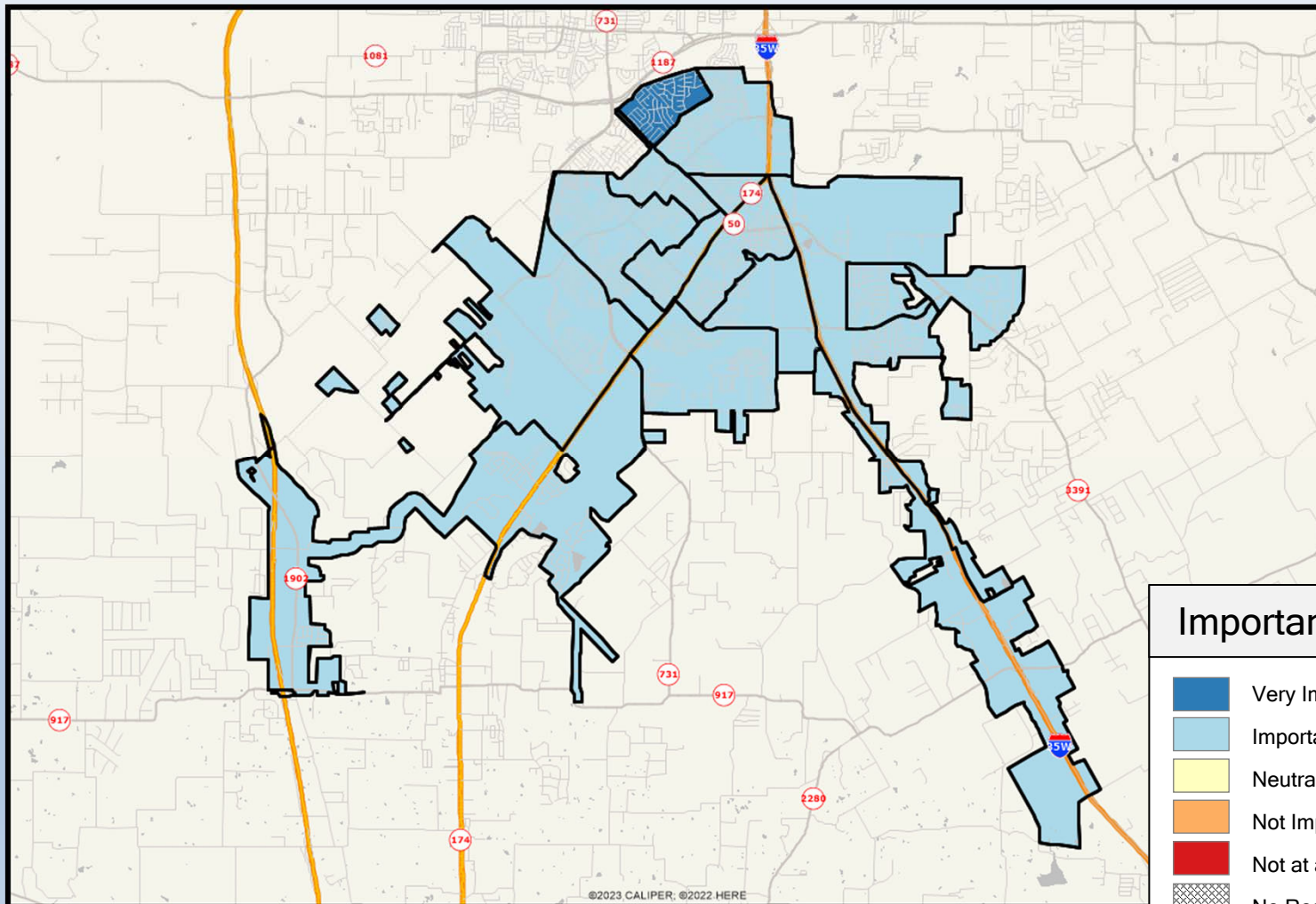


Importance

- Very Important
- Important
- Neutral
- Not Important
- Not at all Important
- No Response

ETC INSTITUTE

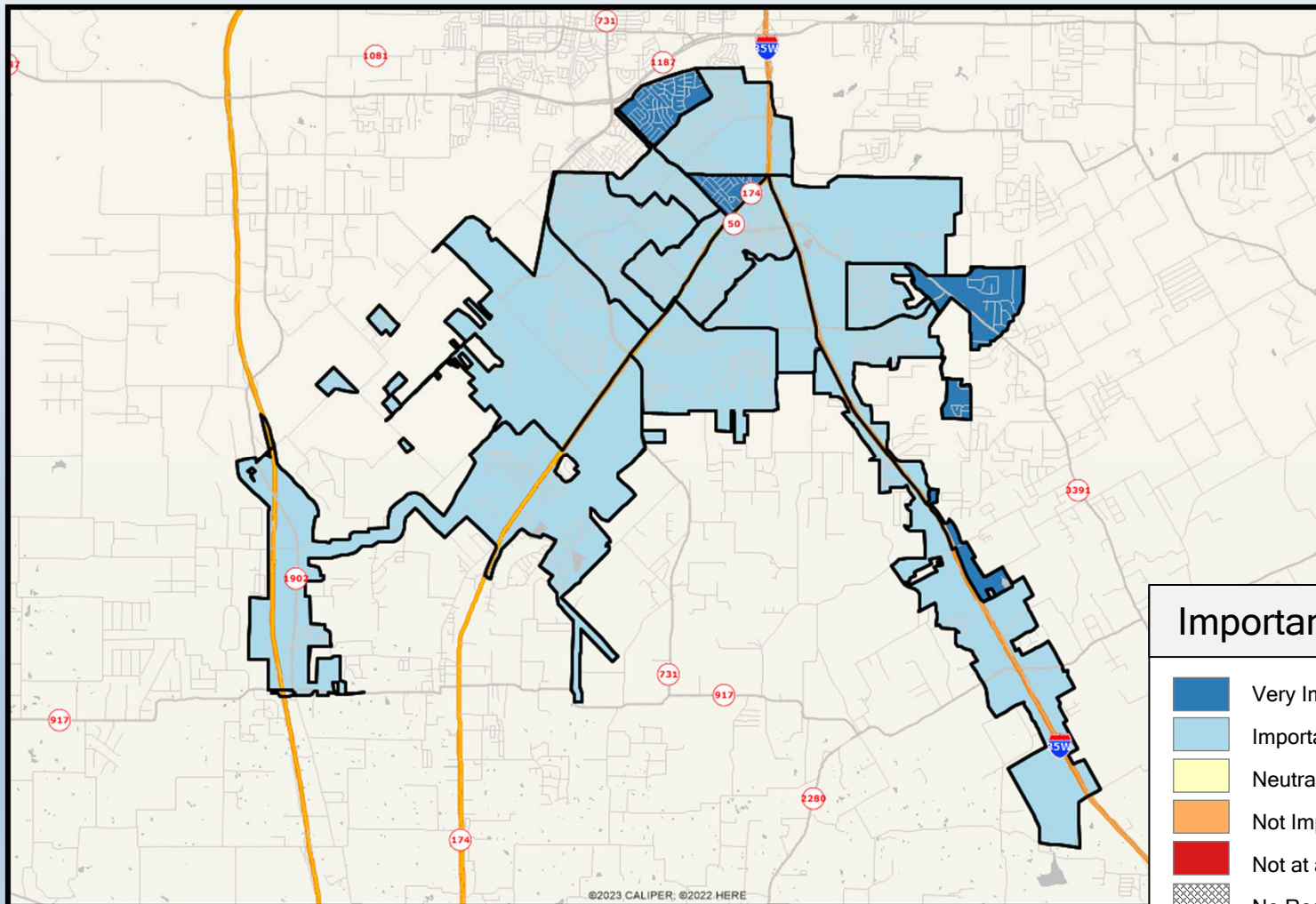
Q28-3. Economic Development



Importance

- Very Important
- Important
- Neutral
- Not Important
- Not at all Important
- No Response

Q28-4. Customer Service by city employees

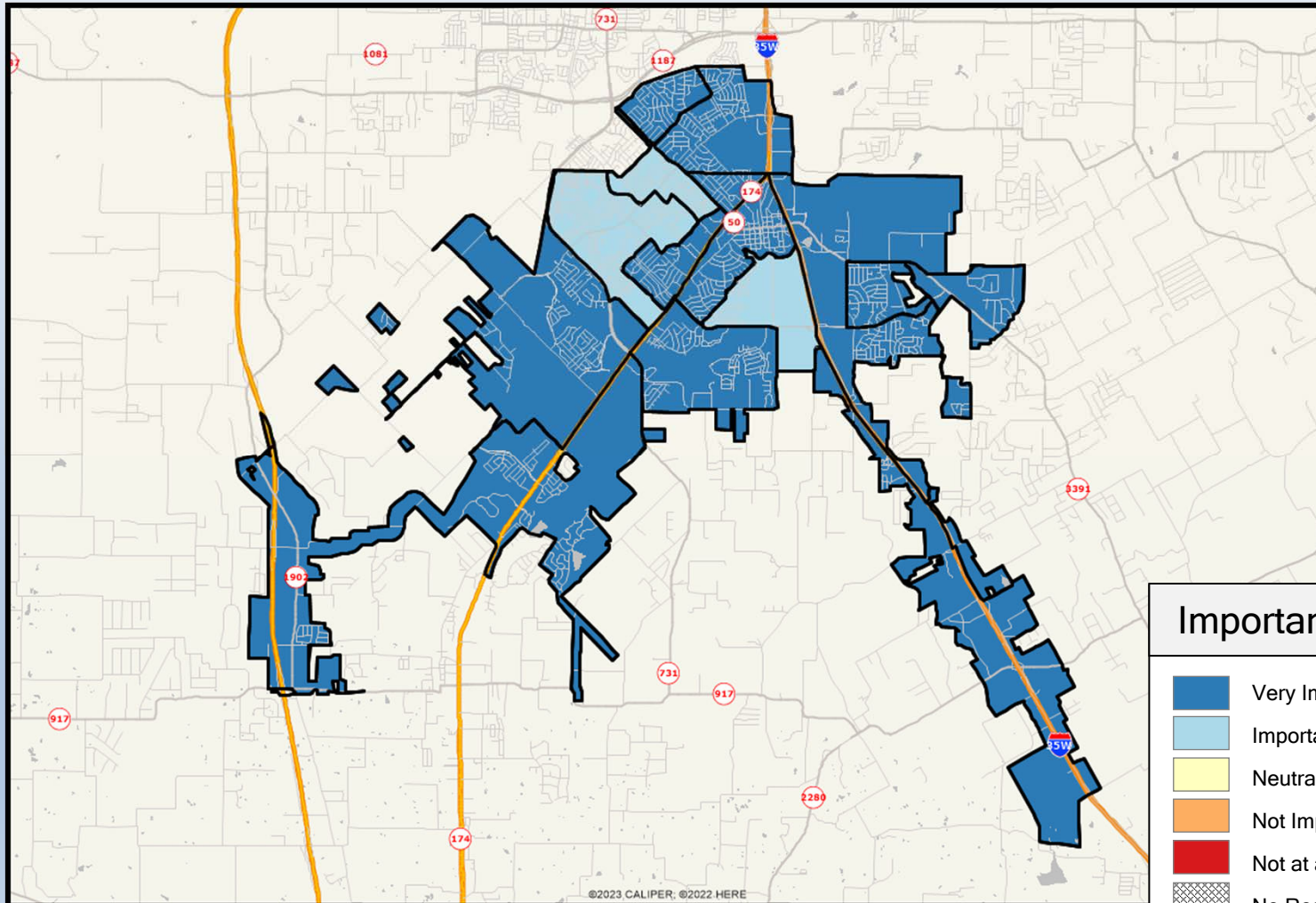


Importance

- Very Important
- Important
- Neutral
- Not Important
- Not at all Important
- No Response

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Q28-5. Financial Planning

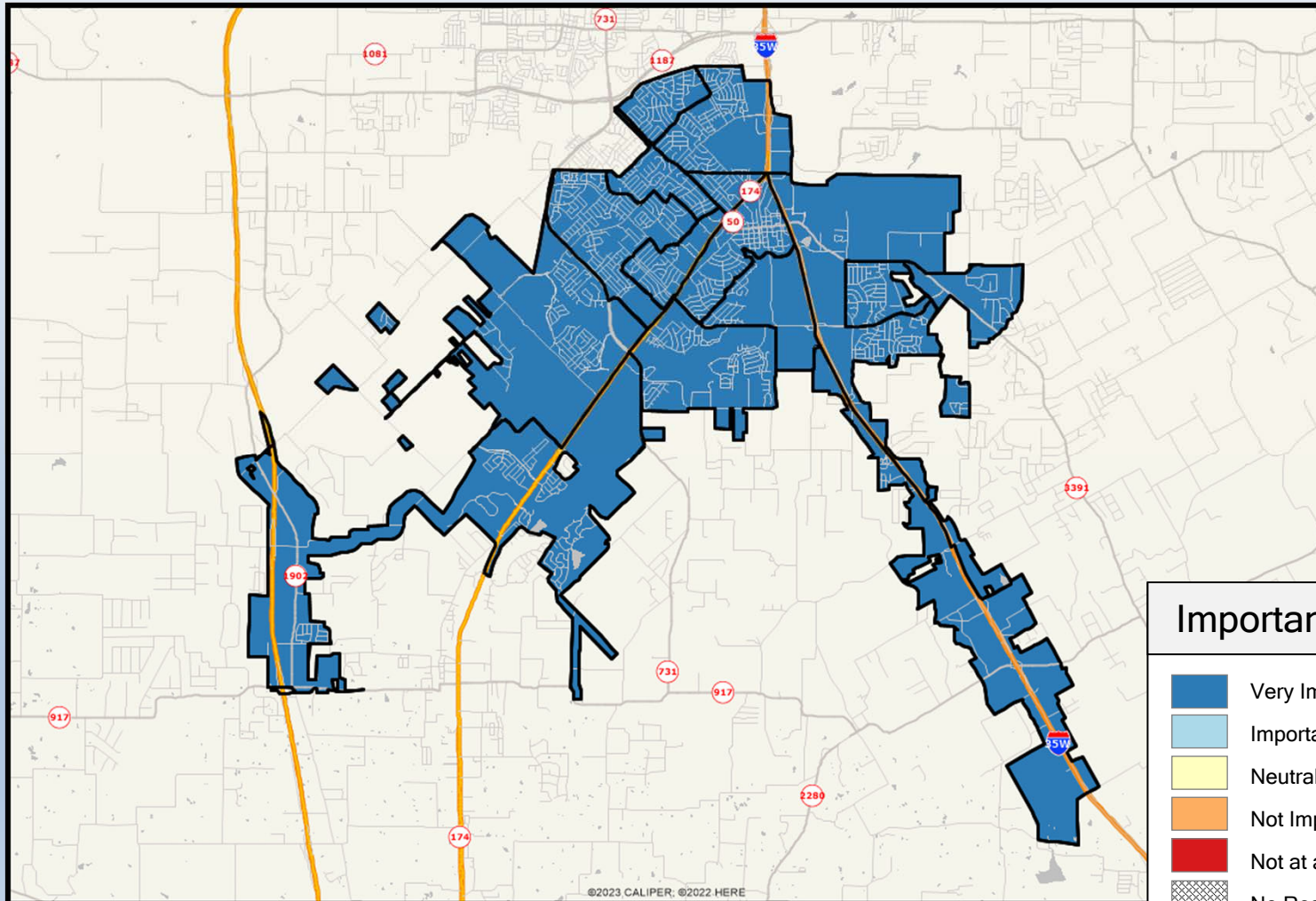


Importance

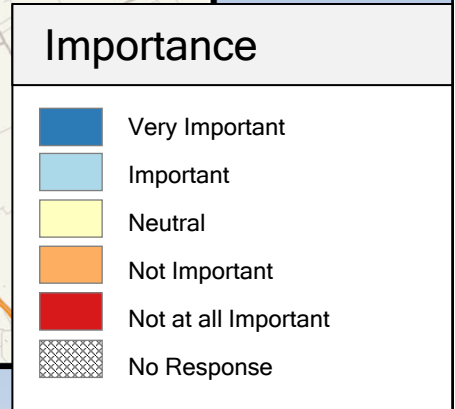
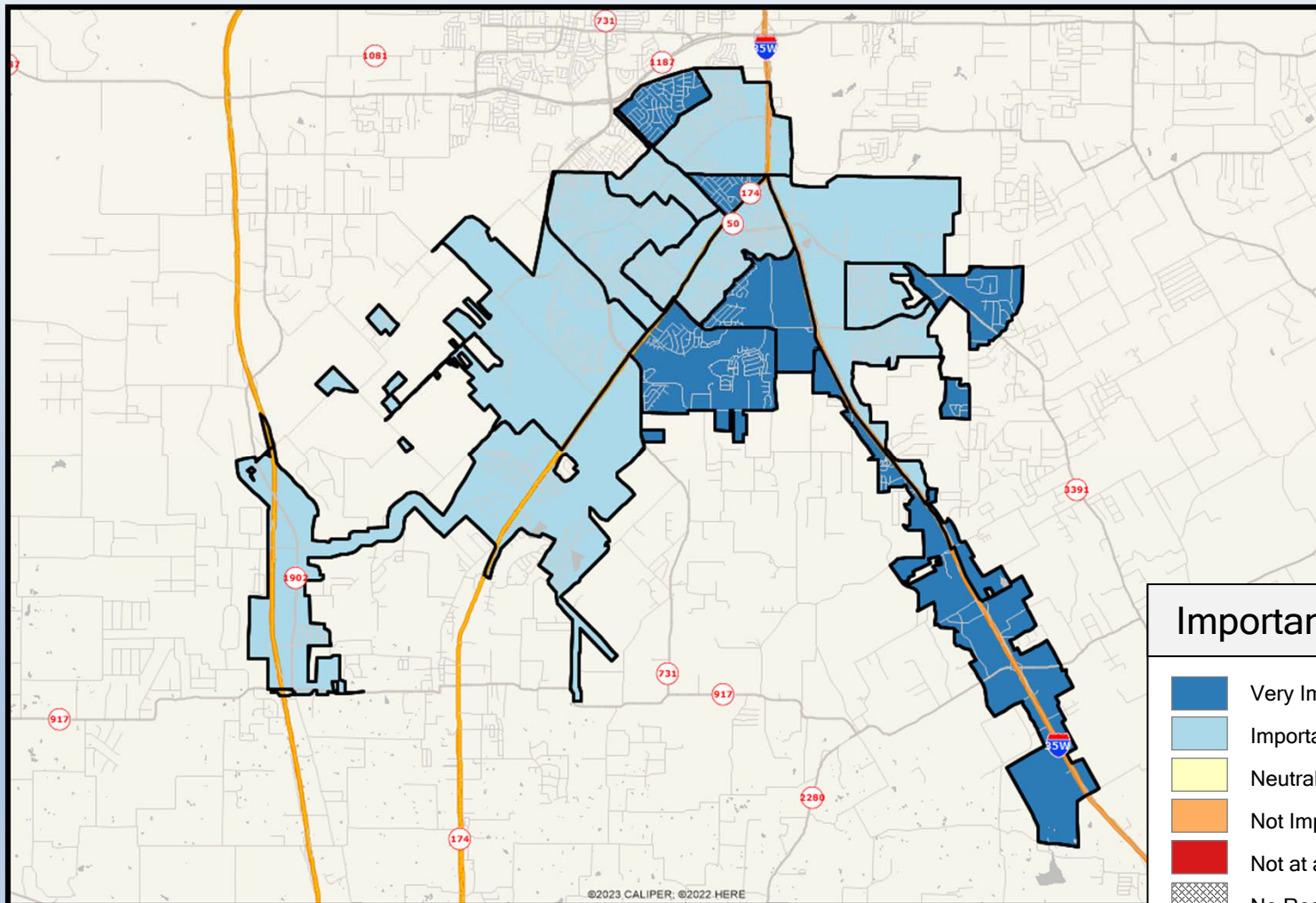
- Very Important
- Important
- Neutral
- Not Important
- Not at all Important
- No Response

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Q28-6. Public Safety



Q28-7. Public Communication and Outreach



City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Administrative Services Director

MEETING: May 20, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the City's Credit Card Processing Fees. (*Staff Contact: Richard Abernethy, Administrative Services Director*)

SUMMARY:

In late 2023, the Administrative Department, as part of a Lean Government Initiative, began evaluating 14 city departments and divisions across the organization who utilize credit card transactions for payment purposes.

Historically, based on City Council direction, the city has absorbed these fees and passed them on to citizens and customers. However, due the continued growth and the fragmented nature of vendors, the escalating cost of credit card processes fees is becoming increasingly problematic.

Staff has done an analysis on overall cost of the credit card processing fees, examined future costs, surveyed how comparable cities are handling credit transaction fees, and explored all payment options for customers. Based on the information collected staff believes there are three options to consider:

1. Continue to supplement credit card fees as a service to citizens (no charge).
2. Add an overarching credit card convenience charge to fee schedule and process on all transaction fees across the organization.
3. Consider charging a lower transaction fee to help cover some of the City's expenses and ultimately share the cost with the customer.
4. Consider passing the fee directly to the customer as a pass through.

Based on direction, staff would evaluate and implement changes necessary to ordinances, fees and/or contracts.

This item was presented to the City Council Policy and Valuation Committee on Wednesday, May 8th. The consensus was too competitively to pass credit card fees onto customers.

RECOMMENDATION:

Consider implementing a pass through of credit card fees to citizens and customers.

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

May 8th, 2024 – The City Council Finance Committee received a report, held a discussion, and provided staff direction on the City's Credit Card Processing Fees.

FISCAL IMPACT:

The total FY 2023 cost for credit card fees was approximately \$453,000; however as we add new software's and merchant serve vendors to support them, the cost could exceed \$800,000 over the next two fiscal years.

STAFF CONTACT:

Richard Abernethy
Administrative Services Director
rabernethy@burlesontx.com
817-426-9662



Credit Card Processing Fees

PRESENTED TO THE COUNCIL FINANCE COMMITTEE

MAY 20, 2024

Overview

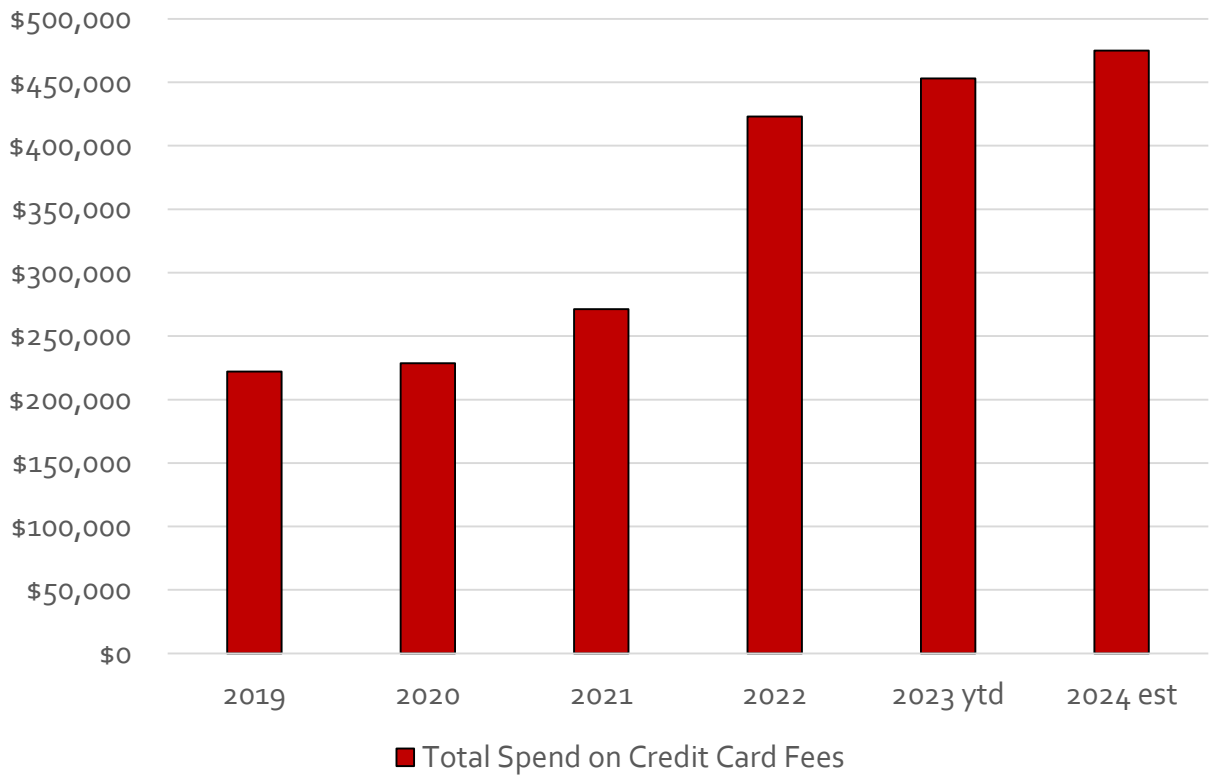
- Overview of Credit Processing Fees
- Credit Card Processing Fees Breakdown by Department
- Comparison with other Cities
- Credit Card Payment Options and Payment Statistics
- Next Steps

Credit Card Processing Fees - Overview

Initial Evaluation

- There are 14 city departments and divisions across the organization that utilize credit card transactions for payment purposes.
- Historically, based on council direction, the city has absorbed these fees and not passed them on to citizens and customers.
- Due to the city's significant growth and the fragmented nature of vendors and fees, the escalating cost of credit card fees is becoming increasingly problematic.
- The project's goal is to centralize and streamline these fees across all departments and explore potential solutions to reduce or eliminate these costs while maintaining exceptional service for citizens and customers.

Total Spend by Fiscal Year



Credit Card Processing Fees - Breakdown

Department	Vendor	FY23 Fee Spend	Fund
Utility Billing	Paymentus	\$240,217	Water/Wastewater
BRiCk/Russell Farm	Amilia	\$67,317	Park Performance
Golf Course	Stripe	\$71,498	Golf
Police Records / 911	AMS	\$838	General Fund
Senior Center	Cash	n/a	n/a
Library	AMS	\$1,322	General Fund
Animal Services	AMS	\$908	General Fund
Dev Services/Inspections	Paymentus	\$45,582	General Fund
Code Compliance	AMS	\$1,652	General Fund
Municipal Court	Elavon	\$23,543	General Fund

Brief History

- Historically council policy has opted for the city to pay for credit card fees
- October 19, 2020 council discussed passing fees and continued policy but asked staff to review.
- October 19, 2020 – \$575,000 over 3 years (paymentus)
- January 23, 2023 – \$230,041 over 5 years (SmartRec)
- February 2024 – Discussed at City Council Retreat

Key Takeaways

- Total Fee Spend **\$452,878**
- Total is already up (est. 36%) in FY24
- Tyler Cashiering (with many benefits) could push cost above \$800,000 beyond FY25
- Golf Course accounts for fees in their 713s
- ACH minimal cost

Credit Card Processing Fees - Breakdown

City	CC Convenience Fee	Cost per Transaction
Burleson	No	-
Cedar Hill	No	-
Cleburne	Yes	\$1.50
Coppell	No	-
Fort Worth	No	-
Hurst	No	-
Keller	No	-
Mansfield	No	-
North Richland Hills	No	-
The Colony	Yes	\$1.25

Key Takeaways (internal)

- If other cities are not charging a convenience fee, are they covering with price? Or truly supplementing?
- Each fee would need to be assessed based on service and cost to cover with price increase.

Note: These cities not charging a credit card convenience (cc) fee are absorbing credit card processing fees. The cities charging a cc fee are using this to recovery their costs.

Credit/Online Payment Options

- Automatic Payments (Auto Pay) - fees charged.
- Automatic Bank Draft – **no fees charged**
 - Currently this is only available to Utility Customers
- Online Payments – fees charged
- Over the Phone (IVR) – fees charged
- ACH/Online Bill Pay (through bank) – **no fees charged**
 - Currently this is only available to Utility Customers

Note: Automatic Payments, Online Payments, Over the Phone (IVR) are paid by either credit card or electronic check. Small annual costs for ACH Administration.

Payment Statistics

- Approximately 15,000 utility accounts
- Utility customers pay by the following methods
 - 19% - Auto Pay (credit card/electronic check)
 - 16.4 – Automatic Bank Draft
 - 36% - Online Payment (credit card/electronic check)
 - 8.3% - Over the Phone (IVR) (credit card/electronic check)
 - 7.3% - ACH/Online bill pay
 - 9.1% - By Mail (check or money order)
 - 3.1% - Night drop box (check or money order)
 - >1% - Cash

Next Steps

Committee Discussion and Options

- Continue to supplement credit card fees as a service to citizens (no change).
- Add overarching credit card convenience charge to fee schedule and process on all transactions across the organization (cost recovery fee).
 - Full evaluation of charges across each credit card touch point and assess fee to cover cost.
- Charge a lower credit card convenience charge to “share” the cost with the customer (flat fee).
 - Example, Utility Payments averages 110,000 transactions annually.
 - A \$1.10 transaction fee would recover \$120,108 (half of FY 2023 spend).
- Pass the credit card fees directly to the customer (pass-through)
 - Full evaluation of merchant services and credit card touch point to assess pass-through rates.

Note: Based on feedback, staff would evaluate and implement changes necessary to ordinances, fees and/or contracts.

Under Option 4 some rates would increase. Tyler Cashiering would increase from 2.5% plus \$.50 per transaction to 3.75%. AMS would increase from 2.00% average to flat 2.95%.

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: May 20, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff feedback regarding fees associated with the solid waste program, street maintenance and storm water utility operations. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

Review current solid waste funding and 5-year projection. Discuss possible additional fees associated with litter abatement, street maintenance fees, and storm water utility fees.

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

This was presented to the Finance Committee on May 8th. The committee unanimously directed staff to move the item forward to the entire council.

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

Solid Waste and Future Fees

PRESENTED TO THE CITY COUNCIL ON APRIL 15, 2023



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Background

- During the Council Retreat on February 13, 2024, council discussed multiple items that included discussion on:
 - Future of Solid Waste Program
 - Street Maintenance Fees
 - Storm Water Fees
- Staff is here today to discuss these items and possible impacts to FY 24-25 and future years budget

Solid Waste Fund – Financial Overview

- Proprietary fund – charge customers for refuse, recycling and city administrative cost
- Refuse and recycling operations outsourced to Waste Connections
 - No SW rate increases – FY2019-2023
 - Financial strategy was to draw down fund balance in Solid Waste Fund – (FY2019- FB% was 63%)
 - Council approved new 5-year contract on May 1, 2023
 - Extend Contract through September 2029
 - Prior year CPI increases (22%) - Waste Connections' Contract
 - FY2022 – 4% Increase
 - FY2023 – 10% increase
 - FY2024 – 8% increase
 - Future CPI
 - FY 2025 – 6% or CPI increase whichever is greater
 - FY2026-2029 – CPI Increase

Solid Waste Fund – Financial Overview

- Proposed SW Customer Rate Projections:
 - FY2024 – 20% - “True up” Contract CPI adjustments
 - Average residential cost - \$3.64 a month
 - Did not cover all increases as CPI was 8%
 - FY2025 – 6% increase or CPI
 - FY2026-2029 – CPI increase

Current & Estimated Rates

Waste Connection Rates - Monthly			
		8%	6%
		FY24	FY25
Residential	Waste Collection	\$ 16.61	\$ 17.60
	Recycling	\$ 3.09	\$ 3.27
	Admin and Overhead	\$ -	\$ -
	Franchise Fee	\$ -	\$ -
	Total	\$ 19.69	\$ 20.88

Small Collections	Waste Collection	\$ 26.16	\$ 27.73
	Admin and Overhead	\$ -	\$ -
	Franchise Fee	\$ -	\$ -
	Total	\$ 26.16	\$ 27.73

Large Collections	Waste Collection	\$ 39.71	\$ 42.09
	Admin and Overhead	\$ -	\$ -
		\$ -	\$ -

Resident Rates-Monthly				
Citizens Rates	2024	2025	Difference	Yearly
Waste Collection	\$ 16.20	\$ 17.60	\$ 1.40	
Recycling	\$ 3.00	\$ 3.27	\$ 0.27	
Admin and Overhead	\$ 1.10	\$ 1.10	\$ -	
Franchise Fee	\$ 1.54	\$ 1.67	\$ 0.13	
Total	\$ 21.84	\$ 23.65	\$ 1.81	\$ 21.67

Waste Collection	\$ 23.43	\$ 27.73	\$ 4.30	
Admin and Overhead	\$ 1.10	\$ 1.10	\$ -	
Franchise Fee	\$ 1.87	\$ 2.22	\$ 0.35	
Total	\$ 26.40	\$ 31.05	\$ 4.65	\$ 55.80

Waste Collection	\$ 35.38	\$ 42.09	\$ 6.71	
Admin and Overhead	\$ 1.10	\$ 1.10	\$ -	
	\$ -	\$ -	\$ -	

Solid Waste 5-Year Projection

ACCOUNT DESC	CHAR CODE	2024 YEAR END BUDGET	2024-2025 ESTIMATE	2025-2026 FIVE YR FORECAST	2026-2027 FIVE YR FORECAST	2027-2028 FIVE YR FORECAST	2028-2029 FIVE YR FORECAST	2029-2030 FIVE YR FORECAST
		519,420	416,698	431,880	446,244	459,733	472,289	483,851
	CHARGES FOR SERVICES	\$4,218,898	\$4,664,095	\$4,938,849	\$5,230,133	\$5,538,946	\$5,866,352	\$6,213,477
	INVESTMENT EARNINGS	\$27,528	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
REVENUE		\$4,246,426	\$4,679,095	\$4,953,849	\$5,245,133	\$5,553,946	\$5,881,352	\$6,228,477
	OUTSIDE SERVICES	\$3,834,518	\$4,143,461	\$4,393,864	\$4,659,491	\$4,941,268	\$5,240,177	\$5,557,259
	EQUIP MAINT & REPAIR							
	UTILITIES	\$11,000	\$11,330	\$11,670	\$12,020	\$12,381	\$12,752	\$13,135
	CLAIMS AND INSURANCE	\$1,449	\$1,492	\$1,537	\$1,583	\$1,631	\$1,680	\$1,730
	MISC	\$404,493	\$407,472	\$429,723	\$453,256	\$478,148	\$504,477	\$532,331
	COST ALLOCATION EXP	\$51,629	\$53,178	\$54,773	\$56,416	\$58,109	\$59,852	\$61,648
	TRANFERS OUT	\$46,058	\$46,979	\$47,919	\$48,877	\$49,855	\$50,852	\$51,869
EXPENDITURE		\$4,349,148	\$4,663,912	\$4,939,486	\$5,231,644	\$5,541,390	\$5,869,790	\$6,217,971

Fund Balance	416,698	431,880	446,244	459,733	472,289	483,851	494,356
Percentage Fund Balance	10%	9%	9%	9%	9%	8%	8%

Solid Waste Fund Discussion

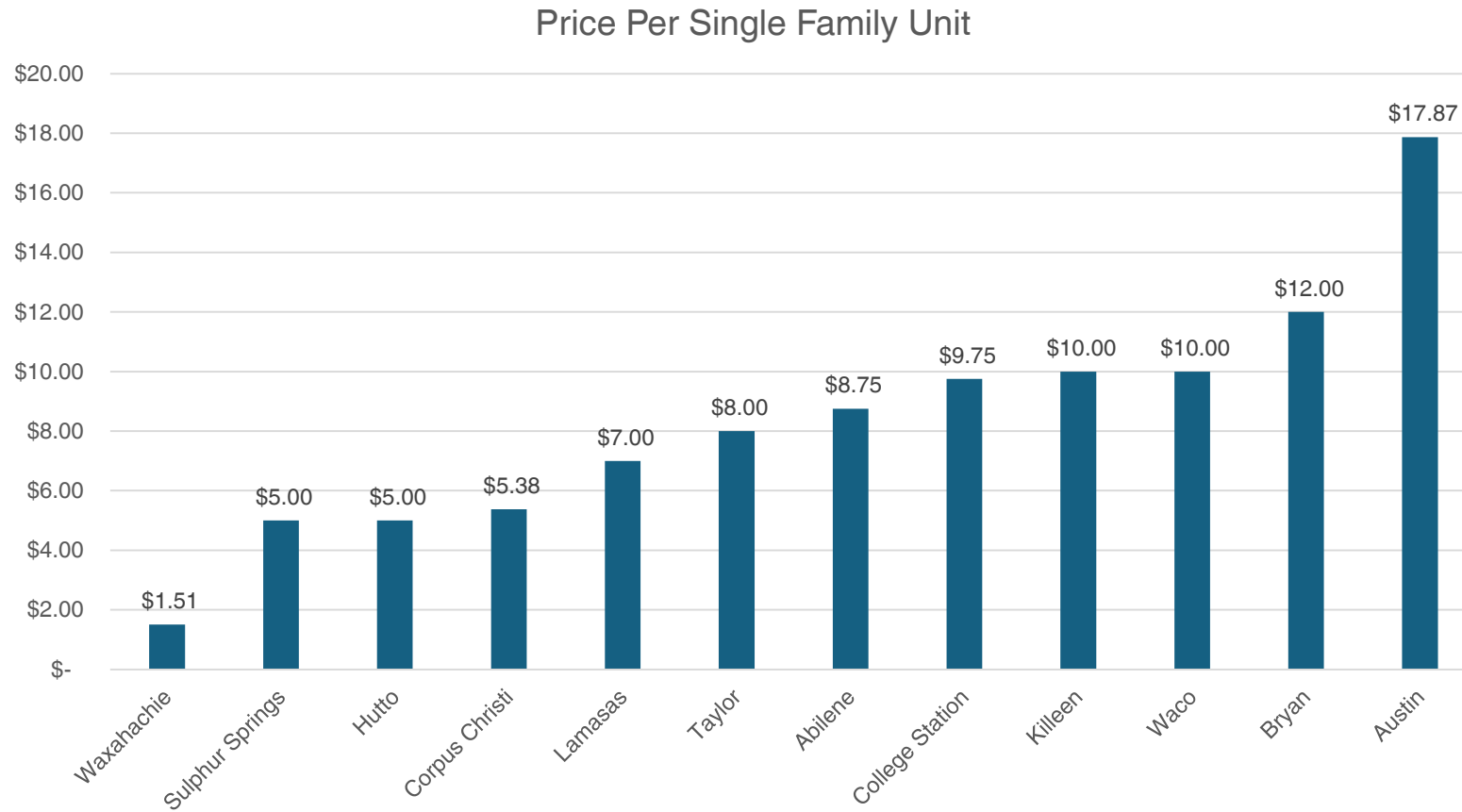
- Best practice to pass through all expenses and increases from waste hauler
- Hire a consultant to assist in future solid waste RFP
 - Potential Savings to incorporate other fees
 - Polycarts, franchise commercial
 - \$45,000
- Incorporate litter abatement into solid waste fund in future
 - \$130,000 annual contract reduced from General Fund
 - \$1.00 Monthly Fee added to Administration and Overhead
- Incorporate a Street Maintenance Fee
 - Possible savings from new solid waste contract
 - Staff to hire a consultant to assist in calculations

Street Maintenance Fees

Street Maintenance Fees

- Dedicated funding source to assist in maintenance of existing roadways.
- Cannot be used on reconstruction or new construction
- Included on water bill as a separate fee
- Requires rough proportionality calculation for creating fee similar to impact fees
- Increase funding per Asset Management
- Staff would look to hire a consultant to determine calculations

Other Communities



Possible Revenue Opportunities

Current Street Maintenance Budget

- \$1,111,500
- Includes Contracted Services and purchase of material for staff work

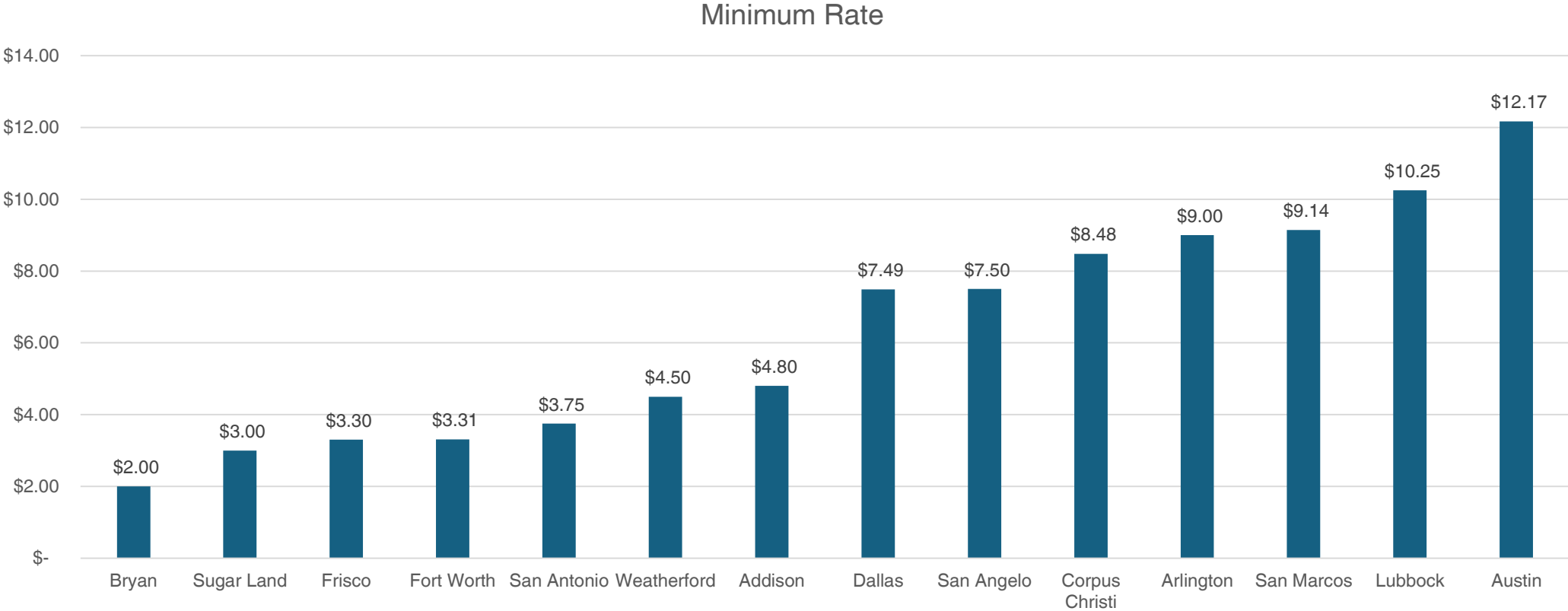
Possible Revenues from Street Maintenance Fees		
Based on 15,997 Residential Properties		
Rate	Monthly	Annual
\$ 1.50	\$ 23,995.50	\$ 287,946.00
\$ 2.50	\$ 39,992.50	\$ 479,910.00
\$ 4.00	\$ 63,988.00	\$ 767,856.00
\$ 5.00	\$ 79,985.00	\$ 959,820.00
\$ 7.00	\$ 111,979.00	\$ 1,343,748.00
\$ 8.00	\$ 127,976.00	\$ 1,535,712.00
\$ 10.00	\$ 159,970.00	\$ 1,919,640.00

Storm Water Utility Fees

Storm Water Utility Fees

- Dedicated funding source for drainage improvements throughout the community
- Can be used for on-going maintenance and/or capital projects depending on funding level
- Requires rough proportionality calculation to determine fee
- Utilize a consultant to assist in creation of fee structure

Other Communities



Possible Revenue Opportunities

Current Drainage Maintenance Budget

- \$597,156
- Includes entire budget which includes staff, equipment and materials.

Possible Revenues			
Based on 15,997 Residential Properties			
Rate	Monthly		Annual
\$ 1.50	\$ 23,995.50	\$	287,946.00
\$ 2.50	\$ 39,992.50	\$	479,910.00
\$ 4.00	\$ 63,988.00	\$	767,856.00
\$ 5.00	\$ 79,985.00	\$	959,820.00
\$ 7.00	\$ 111,979.00	\$	1,343,748.00
\$ 8.00	\$ 127,976.00	\$	1,535,712.00
\$ 10.00	\$ 159,970.00	\$	1,919,640.00

Finance Committee

- Solid Waste
 - Update fees to capture all costs
 - Include Litter Abatement in Fees for FY24
 - Begin RFP process soon
- Street Maintenance Fees
 - Hire a consultant to assist in street maintenance fee structure this year
 - Coordinate implementation with update solid waste contract
- Storm Water Fee
 - Utilize existing funding to hire consultant to start reviewing possible fee structure

Next Steps

- Solid Waste
 - Review fund as part of the budget process and adopt new rates
 - Rates will include passing through all solid waste collection, administrative, and franchise fees
 - Include Litter Abatement in Administrative Fees
 - Hire a consultant to assist in drafting an RFP
- Street Maintenance Fees
 - Hire a consultant to assist in fee calculation
- Storm Water Fee
 - Hire a consultant to assist in fee calculation
- Fee analysis results would not be ready until next fiscal year and staff would not recommend possible adoption until the FY 25-26 budget.

QUESTIONS/COMMENTS