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

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

1. **CALL TO ORDER**

Invocation - Kevin Walkowiak, Pastor of Adventist Church of Burleson

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

C. Community Interest Items

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

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

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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 August 15, 2024 special council meeting, August 19, 2024 regular council meeting and September 3, 2024 special council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider approval of an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool to be a member of the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*
- C. Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Michael J. Moore and Debra Moore, as seller, to purchase fee simple title to approximately 0.317 acres of land, out of the H.G. Catlett Survey Abstract No. 180 in Johnson County, Texas, and necessary adjacent easements. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- D. Consider approval of a contract with CDW-G, LLC for the purchase of Aruba Switches and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$87,321.92 *(Staff Contact: James Grommersch, Chief Technology Officer, IT)*
- E. Consider the approval of a minute order with Johnson County for the Radio Communications System Agreement cost in the amount of \$92,333.04 for Fiscal Year 24/25 *(Staff Contact: James Grommersch, Chief Technology Officer, IT)*
- F. Consider approval of a resolution authorizing street closures for an annual Fall Festival hosted by Open Door Church. *(Staff Contact: Joni Van Noy, Economic Development Coordinator)*
- G. Consider approval of a change order to contract CSO#5395-02-2024 with 2L Construction, LLC for additional pavement work in the amount of \$103,650 for a total authorization of \$3,075,377.40. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- H. Consider approval of a minute order authorizing placing a fence around the perimeter of an electric panel adjacent to the Burleson Memorial Cemetery in the amount of \$1,100, in accordance of Council Policy 17. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

- I. Consider approval of an ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel. (First Reading) *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*
- J. Consider approval of an amendment to Chapter 6 Animal Care and Control, Section 6-16 Animal Shelter Advisory Committee, (c) Number of members; terms, exempting the licensed veterinarian, municipal officer, and daily operations position from term limits. (Final Reading) *(Staff Contact: Amanda Campos, City Secretary)*
- K. ETJ Release Petition for 7200 CR 802 (Case 24-236): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 12.879 acres of land addressed as 7200 CR 802. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

6. **BUDGET**

- A. Consider approval of an ordinance adopting the budget for Fiscal Year 2024-2025 beginning October 1, 2024, and terminating September 30, 2025, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. This budget will raise more property taxes than last year’s budget by an amount of \$4,381,461 which is an 11.57 percent increase, and of that amount \$1,258,438 is tax revenue to be raised from new property added to the tax roll this year. (Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*
- B. Consider approval of a minute order ratifying the adoption of the Fiscal Year 2024-2025 annual operating budget beginning October 1, 2024, and terminating September 30, 2025. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*
- C. Consider approval of an ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2024 on all taxable property within the corporate limits of the city on January 1, 2024, and adopting a tax rate of \$0.6627 per \$100 of valuation for Tax Year 2024; providing for revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. The proposed tax rate exceeds the no-new-revenue tax rate. (Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*
- D. Consider approval of an ordinance approving the 2024 tax rolls; and declaring an effective date. (Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

- E. Consider approval of an ordinance to authorize charging credit card processing and non-sufficient funds fees to customers. (Final Reading). (Staff Contact: *Richard B. Abernethy, Director of Administrative Services*)
- F. Consider approval of an ordinance providing a Fiscal Year 2024-2025 schedule of fees for various City of Burleson services. (Final Reading) (Staff Contact: *Harlan Jefferson, Deputy City Manager*)
- G. Consider approval of an ordinance providing Fiscal Year 2024-2025 rates for water and wastewater service. (Final Reading) (Staff Contact: *Harlan Jefferson, Deputy City Manager*)
- H. Consider approval of an ordinance providing Fiscal Year 2024-2025 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash. (Final Reading) (Staff Contact: *Harlan Jefferson, Deputy City Manager*)
- I. Consider approval of an ordinance providing for a residential homestead exemption from the ad valorem tax for Tax Year 2025 and all future years unless revised of an amount equal to five percent of the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals; finding that the meeting at which this ordinance is passed is open to the public; and declaring an effective date. (Final Reading) (Staff Contact: *Harlan Jefferson, Deputy City Manager*)
- J. Consider approval of a resolution adopting the City of Burleson Fiscal Year 24-25 Strategic Plan. (Staff Contact: *Janalea Hembree, Assistant to the City Manager*)
- K. Consider a resolution adopting the updates to the employee handbook and the city's compensation structures for FY 2024-2025. (Staff Contact: *Cheryl Marthiljohni, Director of Human Resources*)

7. GENERAL

- A. Consider recommending approval of a construction contract with Jasco Construction LLC for the construction for the parking lot addition and trailhead improvement at Oak Valley South Scott trailhead in the amount of \$442,734.98 with project contingency of \$28,600.54 for a total amount of \$471,335.52. (Staff Contact: *Jen Basham, Director of Parks and Recreation*)
- B. Consider approval of a contract with C1S for a mechanical equipment package for the Burleson Recreation Center at the guaranteed max price of \$4,079,342. (Staff Contact: *Jen Basham, Director of Parks and Recreation*)
- C. Consider approval of a minute order rejecting bids for ITB 2024-019 Advertisement of City Notices. (Staff Contact: *Richard Abernethy, Director of Administrative Services*)
- D. Consider approval of a contract with McClatchy Shared Services (The Fort Worth Star-Telegram) in the amount of \$45,000 for the advertisement of legal notices for one year. (Staff Contact: *Richard Abernethy, Director of Administrative Services*)
- E. Consider approval of a resolution casting the City of Burleson's vote in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees 2024 Election. (Staff Contact: *Amanda Campos, City Secretary*)

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and give staff direction, on updates to the FY 2024-2025 Health Fund and benefit plan changes for 2025. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)
- B. Receive a report and hold a discussion regarding the Johnson County Bond Program. (*Contact: Jennifer VanderLaan, Director, Johnson County Public Works*)

9. **LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS**

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

- A. Consider approval of a resolution establishing the City Council's priorities for the 89th Legislative Session. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

10. **CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS**

11. **RECESS INTO EXECUTIVE SESSION**

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
 - Receive a report and hold a discussion regarding liabilities associated with the Hidden Creek Sports Complex, including the fields, parking lot, and the real property known as commonly known as 295 E Hidden Creek Pkwy in Burleson, Johnson County, Texas
 - Receive a report and hold a discussion regarding Case 3:24-CV-01894-B, *Danny R. Mitchell v. City of Burleson, et al.*, in the U.S. District Court, Northern District of Texas
 - Receive a report and hold a discussion regarding Case MDL No. 218-mn-2873, *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, in the U.S. District Court, South Carolina District, Charleston Division
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
 - Discuss and receive direction on an approximately ninety-acre tract of real property commonly known as 295 E Hidden Creek Pkwy and 555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas
 - Discuss and receive direction on real property commonly known as 2140 SW Hulen Street, Burleson, Johnson County, Texas
 - Discuss and receive direction on real property commonly known as 2270 SW Hulen Street, Burleson, Johnson County, Texas
 - Discuss and receive direction on real property commonly known as 1303 SW Alsbury Blvd, Burleson, Johnson County, Texas
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code**
 - Project Birdie

-Project Jump

12. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 4th of September 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: September 9, 2024

SUBJECT:

Consider approval of the minutes from the August 15, 2024 special council meeting, the August 19, 2024 regular council meeting and September 3, 2024 special council meeting. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council duly and legally met on August 15, 2024 for a special council meeting, August 19, 2024 regular council meeting and September 3, 2024 special council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

**BURLESON CITY COUNCIL SPECIAL MEETING
AUGUST 15, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Adam Russell

Staff present

Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Matt Ribitzki, Deputy City Attorney
Janalea Hembree, Assistant to the City Manager

1. CALL TO ORDER – 1:00 p.m.

Mayor Fletcher called the meeting to order. **Time: 1:02 p.m.**

2. CITIZEN APPEARANCES

- None.

3. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction regarding the City's legislative program. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

Janalea Hembree, Assistant to the City Manager, introduced Brandon Aghamalian with Focused Advocacy to discuss the strategy and development of the city's legislative program.

Discussion included 89th legislative session timeline, building relationships with state representatives, bill statistics, framework for a legislative program, bills to advocate for/against, active involvement during session (testimony, letters, phone calls to delegation office, visits to Austin), anticipated issues (property taxes, debt, land use, water preemption, TMRS), and council priorities (roads, economic development projects, or button issues).

Mr. Aghamalian spoke on qualified hotel project (QHP) could be used as a public finance tool. Cities can receive a rebate for the state hotel and some state sales taxes

for 10 years collected at the new hotel. Examples of QHP that have been successfully used to finance several convention center/hotels are Omni Fort Worth and Dallas, Irving Westin, Grand Prairie Conference Center and Frisco PGA. To qualify for a QHP tax rebate, the city must pass a bill. Council was in favor of moving forward with the convention center hotels.

Other recommendations from Mr. Aghamalian:

- Adopt a position to “seek introduction and passage” of QHP and to limit the definition of an “agricultural operation” (multi-family or size of lot exemption)
- Adopt a flexible position to explore additional funds for transportation improvements
- “Support” cities to reduce speed limit in residential areas
- Monitor the Texas Fire Chiefs Association agenda and re-visit

After a brief discussion and questions, council was in a favor of the following:

1. The approval of a qualified hotel project bill, as authorized under Chapter 351 of the Tax Code.
2. That ensures comparable workers' compensation coverage for firefighters and EMTs deployed through Texas Intrastate Fire Mutual Aid System (TIFMAS) and Texas Task Force 1 and 2 for state deployments.
3. That strengthens protections for firefighters and EMTs by recognizing presumptive cancers as job-related illnesses or injuries. This includes ensuring that these conditions are covered under workers' compensation, extending coverage for up to five years post-employment. Additionally, support the establishment of statewide or federal registries for research and documentation of work-related injuries and illnesses, specifically those associated with presumptive cancers, to better understand and address these risks.

4. RECESS INTO EXECUTIVE SESSION

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

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

- No executive session was needed.

6. ADJOURNMENT

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

Mayor Fletcher adjourned the meeting. **Time: 2:49 p.m.**

Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL REGULAR MEETING
AUGUST 19, 2024
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Adam Russell

Staff present

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

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:31 p.m.**

Invocation – Bob Massey, Pastor Emeritus with Grace Bible Fellowship

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- Join us, Saturday, September 7 at 4pm as the community celebrates, Silver Medalist Conner Prince, in the Mayor Vera Calvin Plaza, 141 W. Renfro Street.
- Join us, Saturday, September 7 from 9am-1pm, Emergency Preparedness Fair, at the Brick, 550 NW Summercrest Blvd.
- Saturday, the city celebrated 8/17 Day with ice cream trucks at the Plaza and Brick - thank you, Economic Development for putting that together.

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.

- None.

4. CITIZEN APPEARANCES

- Gary Smith, 701 Summercrest, came forward with concerns with naming the city hall building.

5. CONSENT AGENDA

A. Minutes from the August 5, 2024 regular council meeting and August 12, 2024 special council meeting. (Staff Contact: Amanda Campos, City Secretary)

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

B. CSO#5520-08-2024, minute order for the purchase of food and beverage from Ben E. Keith for The Terrace at Hidden Creek Golf Course in the amount of \$80,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

C. CSO#5521-08-2024, minute order for the purchase of merchandise with Callaway Golf for merchandise at Hidden Creek Golf Course in the amount not to exceed \$70,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

D. Professional services contract for construction management services for Fire Station #1 and City Hall with Vidaurri Management Group, LLC, in the amount of \$149,744. (Staff Contact: Eric Oscarson, Deputy City Manager)

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

- E. CSO#5522-08-2024, resolution amending the employment agreement of the city manager, Tommy Ludwig. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

- F. Amendment to the contract with PRP Services, LLC, d/b/a Municipal Mosquito to increase the total amount of the payments under the agreement by \$75,000 for mosquito abatement services. (Staff Contact: Errick Thompson, Director of Public Works)**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

- G. CSO#5523-08-2024, resolution accepting the Quarterly Investment Report for June 30, 2024, as submitted in accordance with the Public Funds Investment Act (PFIA). (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

- H. Interlocal agreement with the Burleson Independent School District for emergency medical services during BISD events. (Staff Contact: Casey Davis, Fire Chief)**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the consent agenda with items 5F and 5H subject to city attorney review and approval.

Motion passed 6-0, with Adam Russell absent.

6. DEVELOPMENT APPLICATIONS

- A. CSO#5524-08-2024, ordinance for a zoning change request from “A” Agricultural and “PD” Planned Development to “PD”, Planned Development for a 5.153 acre site located at 3084 S Burleson Blvd (Case 24-146). (First & 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: 5:44 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:44 p.m.**

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

Motion passed 6-0, with Adam Russell absent.

- B. CSO#5525-08-2024, ordinance for a zoning change request from “A” Agricultural to “C” Commercial for all of Lot 5, Spring Valley Addition located at 3608 S Burleson Blvd (Case 24-189). (First & 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: 5:47 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:47 p.m.**

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

Motion passed 6-0, with Adam Russell absent.

- C. CSO#5526-08-2024, ordinance for a zoning change request from “GR” General Retail to “SF7”, Single-family dwelling district-7 located at 619 NW Renfro Blvd (Case 24-202). (First & 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: 5:50 p.m.**

Rick Perkins, 619 NW Renfro Blvd., came forward to express his appreciation for council consideration on the item.

Mayor Fletcher closed the public hearing. **Time: 5:51 p.m.**

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

Motion passed 6-0, with Adam Russell absent.

- D. CSO#5527-08-2024, resolution for variances to Chapter 63, Sign Regulations, relating to height of a monument sign without masonry wrapping, allowing for the installation of a monument sign that is approximately eighteen (18) feet in height with metal wrapping located at Cowboy Express Carwash at 236 Loy St.**

(Case 24-134). (Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)

Tony McIlwain, Development Services Director, presented a resolution to the city council.

The General Manager of the property came forward to answer questions from Council regarding the TxDOT right-of-way.

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve.

Motion passed 6-0, with Adam Russell absent.

- E. CSO#5528-08-2024, resolution for a variance to Chapter 63, Sign Regulations, relating to number of channel letter signs per elevation, allowing for the addition of one (1) channel letter sign for a total of two (2) channel letter signs on the north building elevation located at Unchained Salon and Boutique at 201 W Bufford St. (Case 24-159). (Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)**

Tony McIlwain, Development Services Director, presented a resolution to the city council.

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

Motion passed 6-0, with Adam Russell absent.

11. RECESS INTO EXECUTIVE SESSION

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

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

Motion was made by Dan McClendon and seconded by Victoria Johnson to convene into executive session. **Time: 6:05 p.m.**

Motion passed 6-0, with Adam Russell absent.

Motion was made by Phil Anderson and seconded by Dan McClendon to reconvene into open session. **Time: 6:17 p.m.**

Motion passed 6-0, with Adam Russell absent.

7. GENERAL

- A. CSO#5529-08-2024, resolution granting consent to the creation of the Southland Farm Municipal Utility District No. 2 of Johnson County in the City of Burleson**

extraterritorial jurisdiction, subject to various terms and conditions. (Staff Contact: Tony McIlwain, Development Services Director) – NO ACTION TAKEN

Tony McIlwain, Development Services Director, presented a resolution to the city council.

No action was taken by the city council.

- B. CSO#5530-08-2024, ordinance approving the 2024-25 annual Service and Assessment Plan (SAP) update for the Parks at Panchasarp Farms Public Improvement District No. JC-1; making a finding of special benefit to the property in phase #3 of the district; levying special assessments against the property within phase #3 of the district and establishing a lien on the property; providing for payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of assessments; providing for penalties and interest on delinquent assessments; providing for severability; and providing an effective date. (Final Reading) (Staff Contact: Tony McIlwain, Development Services Director)**

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

Mayor Fletcher opened the public hearing. **Time: 6:26 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:26 p.m.**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve.

Motion passed 6-0, with Adam Russell absent.

- C. CSO#5531-08-2024, ordinance authorizing the issuance and sale of City of Burleson, Texas General Obligation Refunding and Improvement Bonds, Series 2024; levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving the official statement; providing an effective date; and enacting other provisions relating to the subject. (First and Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Harlan Jefferson, Deputy City Manager, presented items 7C and 7D as one presentation to the city council. Marty Shue, with Hilltop Securities came forward and spoke on sale of the city bonds. There were 7 competitive bids, 24 improvements to their bids, BOK Financial was 3.7%. Total savings at \$1,071,502 net present value savings at 6.81% by approving the ordinances you lock in and accept the bids tonight.

Motion made by Dan McClendon and seconded by Victoria Johnson to approve the ordinance authorizing the issuance and sale of City of Burleson, Texas General Obligation Refunding and Improvement Bonds, Series 2024; levying an annual ad valorem tax and providing for the security for and payment of said bonds; approving

the official statement; providing an effective date; and enacting other provisions relating to the subject.

Motion passed 6-0, with Adam Russell absent.

- D. CSO#5532-08-2024, ordinance authorizing the issuance and sale of City of Burleson, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2024; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject. (First and Final Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve the ordinance authorizing the issuance and sale of City of Burleson, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2024; levying an annual ad valorem tax and providing for the security for and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Motion passed 6-0, with Adam Russell absent.

- E. Amendment to Chapter 6 Animal Care and Control, Section 6-16 Animal Shelter Advisory Committee, (c) Number of members; terms, exempting the licensed veterinarian, municipal officer, and daily operations position from term limits. (First Reading) (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented amendment to the city council.

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

Motion passed 6-0, with Adam Russell absent.

- F. CSO#5533-08-2024, minute order electing a councilmember to serve as Mayor Pro Tem for a term of one year. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented a minute order to the city council.

Motion made by Alexa Boedeker and seconded by Victoria Johnson nominating Dan McClendon to serve as Mayor Pro Tem.

Motion passed 6-0, with Adam Russell absent.

8. REPORTS AND PRESENTATIONS

- A. Receive a report and watch a demonstration of a new feature on the city's website allowing the public to see if their address is eligible to vote in the city election. (Staff Contacts: Monica Solko, Deputy City Secretary and James Grommersch, Chief Technology Officer)**

Monica Solko, Deputy City Secretary and Hugo Rodriguez presented and demonstrated a new city website tool that can be used to help the public see if their address is eligible to vote in a city election.

Council was excited about the new website feature for the citizens.

B. Receive a report, hold a discussion, and provide staff feedback regarding grant funding potential for the FY25 Centennial Park renovation. (Staff Contact: Jen Basham, Director of Parks and Recreation)

Jen Basham, Director of Parks and Recreation, reported on grant funding potential for the FY25 Centennial Park renovation to the city council.

Council was in favor.

9. LEGISLATIVE – REPORTS AND RELATED ACTION ITEMS

- Helen Kerwen, Texas State Representative, came forward with concerns of bio-waste chemicals (forever chemicals) coming from the City of Fort Worth into Johnson County farmland, contracted as fertilizer.
- Casey Davis, Fire Chief, came forward with concerns from the Fire Department regarding workers comp related to deployment coverage and firefighters high risk of cancer, and concerns with balance billing for out-of-network ground ambulance services.
- There were no questions from Council regarding the draft legislative policy.

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

11. RECESS INTO EXECUTIVE SESSION

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

B. 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 liabilities associated with the Hidden Creek Sports Complex, including the fields, parking lot, and the real property known as commonly known as 295 E Hidden Creek Pkwy in Burleson, Johnson County, Texas

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

-Discuss and receive direction on an approximately ninety-acre tract of real property commonly known as 295 E Hidden Creek Pkwy and 555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas

-Discuss and receive direction on real property commonly known as 2140 SW Hulen Street, Burleson, Johnson County, Texas

-Discuss and receive direction on real property commonly known as 2270 SW Hulen Street, Burleson, Johnson County, Texas

-Discuss and receive direction on real property commonly known as 1303 SW Alsbury Blvd, Burleson, Johnson County, Texas

Motion was made by Victoria Johnson and seconded by Phil Anderson to convene into executive session. **Time: 7:14 p.m.**

Motion passed 6-0, with Adam Russell absent.

Motion was made by Alexa Boedeker and seconded by Dan McClendon to reconvene into open session. **Time: 7:57 p.m.**

Motion passed 6-0, with Adam Russell absent.

12. ADJOURNMENT

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

Mayor Chris Fletcher adjourned the meeting.

Time: 7:57 p.m.

Monica Solko
Deputy City Secretary

**BURLESON CITY COUNCIL SPECIAL MEETING
SEPTEMBER 3, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Matt Ribitzki, Deputy City Attorney
Janalea Hembree, Assistant to the City Manager

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:32 p.m.**

2. CITIZEN APPEARANCES

- None.

3. BUDGET

Amanda Campos, City Secretary, announced that items 3A-3M would be presented as one presentation but would be voted on separately.

Harlan Jefferson, Deputy City Manager, presented items 3A-3M to the city council.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 5:58 p.m. and called the meeting back to order at 6:27 p.m. with all members present.

Mr. Jefferson continued with the budget presentations.

There were no questions from council.

- A. Hold a public hearing on the Fiscal Year 2024-2025 proposed annual budget. This budget will raise more property taxes than last year's budget by an amount of \$4,381,461 which is an 11.57 percent increase, and of that amount \$1,258,438 is tax revenue to be raised from new property added to the tax roll this year. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Mayor Fletcher opened the public hearing. **Time: 6:43 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:43 p.m.**

- B. Hold a public hearing on the proposed ad valorem tax rate for Tax Year 2024. The proposed tax rate is \$0.6627 per \$100 valuation. The proposed tax rate exceeds the no-new-revenue tax rate. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Mayor Fletcher opened the public hearing. **Time: 6:44 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:44 p.m.**

- C. Consider approval of an ordinance adopting the budget for Fiscal Year 2024-2025 beginning October 1, 2024, and terminating September 30, 2025, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. This budget will raise more property taxes than last year's budget by an amount of \$4,381,461 which is an 11.57 percent increase, and of that amount \$1,258,438 is tax revenue to be raised from new property added to the tax roll this year. (First Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the ordinance adopting the budget for FY 2024-2025.

Motion passed 7-0.

- D. Consider approval of an ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2024 on all taxable property within the corporate limits of the city on January 1, 2024, and adopting a tax rate of \$0.6627 per \$100 of valuation for Tax Year 2024; providing for revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. The proposed tax rate exceeds the no-new-revenue tax rate. (First Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Dan McClendon and seconded by Phil Anderson to approve that the property tax rate be increased by the adoption of a tax rate of \$0.6627 per one hundred dollars valuation, which is effectively a 6.22% increase in the tax rate;

Motion passed 7-0.

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve that of the total tax rate, \$0.4704 for each one hundred dollars of valuation to fund maintenance and operation expenditures; and the total tax rate,

Motion passed 7-0.

Motion made by Dan McClendon and seconded by Larry Scott to approve that \$0.1923 for each one hundred dollars of valuation to fund the City's debt service.

Motion passed 7-0.

E. Consider approval of an ordinance approving the 2024 tax rolls; and declaring an effective date. (First Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)

Motion made by Alexa Boedeker and seconded by Adam Russell to approve the ordinance approve the 2024 tax rolls.

Motion passed 7-0.

F. Consider approval of an ordinance amending Chapter 1, General Provisions by adding Section 1-16: Payment of Fees and Other Cost by Credit Card/Debit Cards or Electronic Means and Section 1-17: Non-Sufficient Fund Fee. (First Reading). (Staff Contact: Harlan Jefferson, Deputy City Manager)

Motion made by Phil Anderson and seconded by Dan McClendon to approve the ordinance adding the payment of fees for credit cards and debits cards and the non-sufficient fund fee.

Motion passed 7-0.

G. Consider approval of an ordinance providing a Fiscal Year 2024-2025 schedule of fees for various City of Burlson services. (First Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the fee ordinance for FY Year 2024-2025.

Motion passed 7-0.

H. Consider approval of an ordinance providing Fiscal Year 2024-2025 rates for water and wastewater service. (First Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)

Motion made by Dan McClendon and seconded by Phil Anderson to approve the ordinance providing water and wastewater rates for FY 2024-2025.

Motion passed 7-0.

- I. Consider approval of an ordinance providing Fiscal Year 2024-2025 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash. (First Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Alexa Boedeker and seconded by Dan McClendon to approve the ordinance providing solid waste and recyclable rates for FY 2024-2025.

Motion passed 7-0.

- J. Consider approval of an ordinance providing for a residential homestead exemption from the ad valorem tax for Tax Year 2025 and all future years unless revised of an amount equal to five percent of the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals; finding that the meeting at which this ordinance is passed is open to the public; and declaring an effective date. (First Reading) (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Larry Scott and seconded by Victoria Johnson to approve the ordinance providing for a residential homestead exemption from the ad valorem tax for Tax Year 2025 in an amount equal to 5% of the appraised value.

Motion passed 7-0.

- K. CSO#5534-09-2024, minute order ratifying the Burleson 4A Economic Development Corporation Board's action to adopt an annual budget for Fiscal Year 2024-2025. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the minute order ratifying the Burleson 4A Economic Development Corporation Board's action to adopt an annual budget for FY 2024-2025.

Motion passed 7-0.

- L. CSO#5535-09-2024, minute order ratifying the Burleson Community Service Development Corporation Board's action to adopt an annual budget for Fiscal Year 2024-2025. (Staff Contact: Harlan Jefferson, Deputy City Manager)**

Motion made by Larry Scott and seconded by Phil Anderson to approve the minute order ratifying the Burleson Community Service Development Corporation Board's action to adopt annual budget for FY 2024-2025.

Motion passed 7-0.

- M. CSO#5536-09-2024, resolution adopting the City of Burleson Investment Policy (formerly City Council Policy #30) and stating the City Council has reviewed the**

policy in accordance with Section XI. Investment Policy Adoption. (Staff Contact: Harlan Jefferson, Deputy City Manager)

Motion made by Adam Russell and seconded by Victoria Johnson to approve the resolution adopting and approving the City's Investment Policy.

Motion passed 7-0.

4. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction regarding the FY 2024-2025 Strategic Plan. (Staff Contact: Janalea Hembree, Assistant to the City Manager)

Janalea Hembree, Assistant to the City Manager, presented the FY 2024-2025 Strategic Plan to the city council.

There were no questions from city council.

5. RECESS INTO EXECUTIVE SESSION

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

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

- No executive session was needed.

6. ADJOURNMENT

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

Mayor Fletcher adjourned the meeting.

Time: 6:57 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: August 19, 2024

SUBJECT:

Consider approval of an interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool to be a member of the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund. (*Staff Contract: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services*)

SUMMARY:

The Texas Municipal League Intergovernmental Risk Pool (TMLIRP) was formed by Texas municipalities to provide an accessible and affordable self-insurance program to Texas cities. TMLIRP has been offering cyber liability and data breach response coverage to municipalities throughout Texas through the risk pool since 2016. Currently, the city has cyber liability and data breach response coverage through the TMLIRP risk pool. Because cyber liability claims have increased in both frequency and severity, TMLIRP's board of trustees has created a new cyber fund that is separate from the rest of the risk pool. For current members of the risk pool to maintain their cyber liability coverage, members like the city must enter into a new, separate interlocal agreement with TMLIRP. To maintain its cyber liability coverage, the city must enter into the interlocal agreement by September 30, 2024.

While there is a new interlocal, practically speaking, not much will change as far as the type of coverage the city receives through TMLIRP. Like it does currently, the city will pay TMLIRP an annual contribution for its cyber liability and data breach response coverage like it does for other insurance coverages, such as general liability, law enforcement liability, errors and omissions liability, automobile liability, etc. Each year TMLIRP sets the annual contribution rates for the city based on its coverage limits and deductible amounts, and the contributions are included in the city's annual budget. TMLIRP has not set the annual contribution for the city's cyber liability coverage for Fiscal Year 2024-25. Staff estimate that the cost of the annual contribution for next year's cyber liability and data breach response coverage will be approximately \$45,000.

RECOMMENDATION:

Approve the interlocal agreement with TMLIRP.

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

n/a

REFERENCE:

n/a

FISCAL IMPACT:

TMLIRP has not set the annual contributions for the city's cyber liability and data breach response coverage for Fiscal Year 2024-25. Staff estimate that the cost for next year will be approximately \$45,000.

STAFF CONTACT:

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

Interlocal for Cyber Liability and Data Breach Response Coverage

LEGAL DEPARTMENT

PRESENTED TO THE CITY COUNCIL AUGUST 19, 2024

Interlocal for Cyber Liability Coverage

- The Texas Municipal League Intergovernmental Risk Pool (TMLIRP) was formed by Texas municipalities over forty years ago to provide an accessible and affordable self-insurance program for Texas cities.
- Because cyber liability claims have increased in both frequency and severity, TMLIRP's board of trustees has created a new cyber fund that is separate from the rest of the risk pool.
- While there is a new interlocal, practically speaking, not much will change as far as the type of cyber coverage the city receives through TMLIRP.
- To maintain its cyber liability coverage, the city must enter into the interlocal agreement by September 30, 2024.

Interlocal for Cyber Liability Coverage

- In April of 2024, the City increased its level of cyber liability coverage with TMLIRP after implementing dual authentication to access City computers and programs
- In addition to the TMLIRP coverage, the City does have additional liability protection because the City's IT Department utilizes Arctic Wolf security operations as a vendor. Arctic Wolf automatically provides the City with a \$500,000 security operations warranty.
- Through TMLIRP, the City is exploring obtaining additional coverage options through third-party vendors. The City has submitted additional applications for cyber liability coverage, but, at this time, the City has not received quotes and options back.

Interlocal for Cyber Liability Coverage

Action Requested:

Approve the interlocal agreement with the Texas Municipal League Intergovernmental Risk Pool to be a member of the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund.

Interlocal for Cyber Liability Coverage

Questions/Comments

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

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as “Pool Members”) to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the “Fund”) for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
 - a. Board. Refers to the Board of Trustees of the Fund.
 - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
 - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
 - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
 - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member’s election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
 - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to “reinsurance.”
 - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund’s obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
 - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
 - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
 - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termina

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a “self-insured.” At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney’s fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS’ FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

Title _____ Date _____

Member’s Federal Tax I.D. Number ____ - _____

This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: September 9, 2024

SUBJECT:

Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Michael J. Moore and Debra Moore, as seller, to purchase fee simple title to approximately 0.317 acres of land, out of the H.G. Catlett Survey Abstract No. 180 in Johnson County, Texas, and necessary adjacent easements. *(Staff Contact: Eric Oscarson, Deputy City Manager)*

SUMMARY:

As part of the Master Mobility Plan County Road 1020 (future Alsbury Boulevard) will be expanded from Hulen to County Road 914. Certain right-of-way and easements need to be acquired prior to the future construction. Five right-of way dedications and sixteen unique easements on seven separate parcels were identified for acquisition for the section from the Hulen roundabout to County Road 1020. Parcel 13 consists of 3 easements, a Permanent Drainage Easement, and two Temporary Construction Easements.

RECOMMENDATION:

Approve the resolution authorizing the City Manager to execute a real estate contract with Michael J. Moore and Debra Moore, as seller, to purchase easements for approximately 0.317 acres of land, more or less, out of the H.G. Catlett Survey Abstract No. 180 in Johnson County, Texas.

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

- None

Budgeted Y/N: Y
Fund Name: GO Bond

Full Account #:
Project (if applicable): 167364 (ST2202)
Financial Considerations:

STAFF CONTACT:

Eric Oscarson, Deputy City Manager
eoscarson@burlesontx.com
(817) 426-9837

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: September 9, 2024

SUBJECT:

Consider approval of a contract with CDW-G, LLC for the purchase of Aruba Switches and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$87,321.92 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)

SUMMARY:

As part of the City's ongoing efforts to enhance critical network infrastructure, the switches at the Police Department's data center, which supports all first responder technologies for the City, have reached end of life and must be upgraded. These new switches will enhance network resiliency with redundant power supplies and provide improved management capabilities through integration with BTX-IT's central monitoring system. This upgrade is essential for ensuring reliable operations across critical first responder communications and technologies. By utilizing CDW-G through the DIR Cooperative Pricing Agreement, BTX-IT can secure competitive pricing and streamline future licensing and support processes.

RECOMMENDATION:

Insert staff recommendation

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Minor Computer Equipment

Full Account #: 6108001-61515

Amount: \$87,321.92

STAFF CONTACT:

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

PD Switch Replacement

City Council Regular Session
September 9th, 2024



The current switches at the Police Department have reached end of life and are due for replacement as part of our lifecycle management.

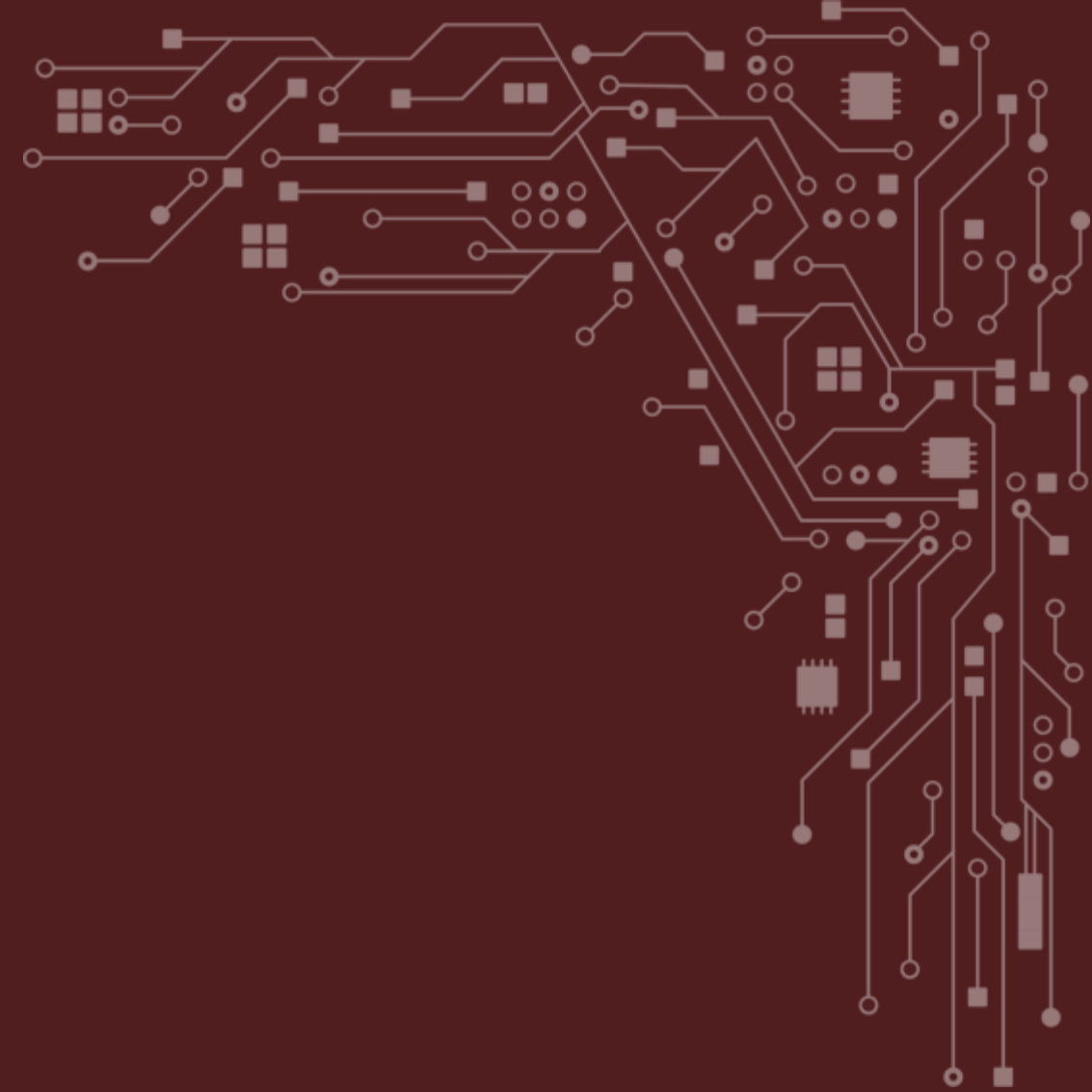
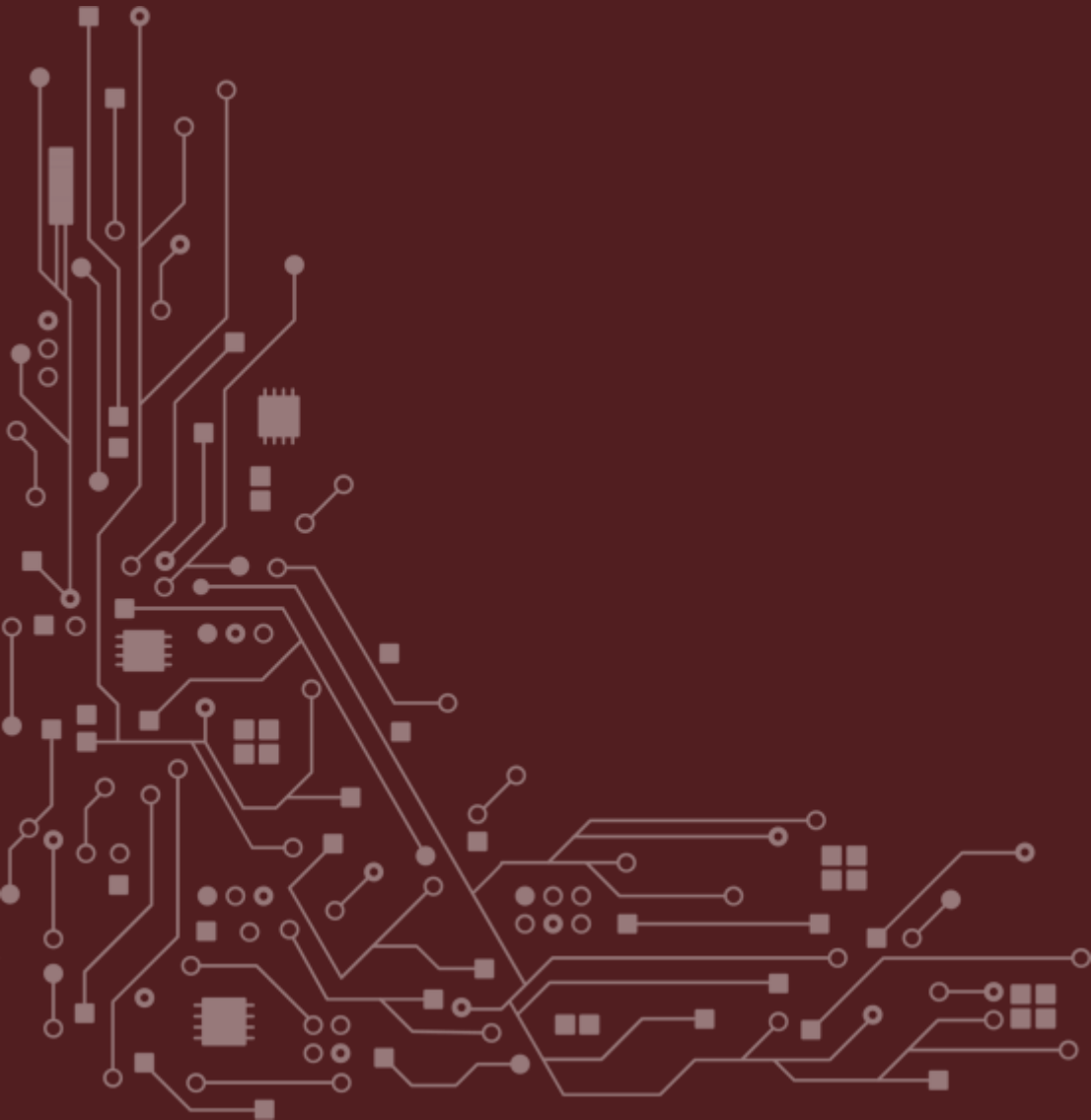
- Switches are hardware devices that connects multiple endpoints (PCs, printers, etc.) within a network, directing data to the correct destinations, ensuring smooth communication, and enabling efficient resource sharing across the building.
- Upgraded Switches: The new models will include redundant power supplies, significantly enhancing equipment reliability for critical operations.
- Enhanced Efficiency: BTX-IT will deploy Aruba switches, fully integrated with our central management system. This provides technicians with a unified, single pane interface for efficient monitoring and maintenance.



Vendor Selection

- BTX-IT will utilize pricing for the switches via a DIR Cooperative Pricing Agreement.
- **Vendor Selection:** CDW-G was chosen as BTX-IT's preferred vendor through our Aruba Rep, offering us the most competitive pricing on the DIR contract.
- **Streamlined Operations:** Purchasing through our standard vendor simplifies future licensing and maintenance, maintaining consistency and efficiency.
- **Total Cost:** The total cost for switches, including three years of maintenance and support, is **\$87,321.92**.

Approve the contract with CDW-G, LLC for the purchase of an Aruba Switches and three years of maintenance and support through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$87,321.92





COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between CDW GOVERNMENT, LLC ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the Texas DIR Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** DIR-TSO-4160, as amended, (the "**Agreement**") with an expiration date of 10/02/2024.

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

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

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A - ITEMS LABELED A, C, D, E, F

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

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

Purchase Price - Payments under this Customer Agreement are in the amount of Seventy-one thousand six hundred ninety-one dollars and 48/100 ("**Purchase Price**").

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

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

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

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

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

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

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

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

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

CITY OF BURLESON

VENDOR CDW GOVERNMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SCOTT HEISEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

Here's your updated quote. Please let me know if you have any questions or concerns!

ACCOUNT MANAGER NOTES:

Kind Regards,

Thomas Beckman
CDW-G Sr. AM 312.705.0226 Thomas.Beckman@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PBHF624	8/12/2024	ARUBA 6200	3925793	\$87,321.92

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
A HPE Foundation Care Next Business Day Exchange Service - extended service a Mfg. Part#: H91K8E Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	7376487	\$136.00	\$1,904.00
B HPE Aruba X372 - Power Supply - Hot-Plug Redundant - 1050 Watt Mfg. Part#: JL087A#ABA UNSPSC: 39121004 CODING TX DIR Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	28	4360871	\$558.23	\$15,630.44
C HPE Aruba network device fan tray - front-to-back airflow Mfg. Part#: JL669B Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	6981468	\$241.94	\$3,387.16
D HPE Aruba Central Foundation - subscription license (1 year) - 1 switch (24 Mfg. Part#: Q9Y73AAE Electronic distribution - NO MEDIA Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	6495271	\$132.10	\$1,849.40
E HPE Aruba 6200M 48G Class4 PoE 4SFP+ Switch Mfg. Part#: R8Q70A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	7282913	\$4,155.22	\$58,173.08

QUOTE DETAILS (CONT.)

F

HPE Aruba - SFP+ Transceiver Module - 10 GigE	28	4919570	\$227.78	\$6,377.84
Mfg. Part#: J9150D				
UNSPSC: 43201553				
Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)				

SUBTOTAL	\$87,321.92
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$87,321.92

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF BURLESON WES ROUTSON 225 W RENFRO ST BURLESON, TX 76028-4158 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Thomas Beckman | (877) 865-2621 | thomas.beckman@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$87,321.92	\$2,502.65/Month	\$87,321.92	\$2,861.54/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between CDW GOVERNMENT, LLC ("**Vendor**") and the **City of Burleson**, ("**Customer**" or "**Authorized Customer**"), a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TIPS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** TIPS 230105, as amended, (the "**Agreement**") with an expiration date of 05/31/2028.

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

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

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A - ITEM B

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

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

Purchase Price - Payments under this Customer Agreement are in the amount of Fifteen thousand six hundred thirty dollars and 44/100 ("**Purchase Price**").

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

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

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

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

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

CITY OF BURLESON

VENDOR CDW GOVERNMENT, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SCOTT HEISEY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Here's your updated quote. Please let me know if you have any questions or concerns!

ACCOUNT MANAGER NOTES: Kind Regards,

Thomas Beckman
CDW-G Sr. AM 312.705.0226 Thomas.Beckman@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PBHF624	8/12/2024	ARUBA 6200	3925793	\$87,321.92

QUOTE DETAILS

	ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
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B	HPE Aruba X372 - Power Supply - Hot-Plug Redundant - 1050 Watt Mfg. Part#: JL087A#ABA UNSPSC: 39121004 CODING TX DIR Contract: TIPS 230105 Tech Solutions, Products, and Services (230105)	28	4360871	\$558.23	\$15,630.44
C	HPE Aruba network device fan tray - front-to-back airflow Mfg. Part#: JL669B Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	6981468	\$241.94	\$3,387.16
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E	HPE Aruba 6200M 48G Class4 PoE 4SFP+ Switch Mfg. Part#: R8Q70A Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)	14	7282913	\$4,155.22	\$58,173.08

QUOTE DETAILS (CONT.)

F

HPE Aruba - SFP+ Transceiver Module - 10 GigE	28	4919570	\$227.78	\$6,377.84
Mfg. Part#: J9150D				
UNSPSC: 43201553				
Contract: TXDIR - HPE DIR-TSO-4160 (DIR-TSO-4160)				

SUBTOTAL	\$87,321.92
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$87,321.92

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF BURLESON FINANCE DEPT 141 W RENFRO ST BURLESON, TX 76028-4261 Phone: (817) 295-1113 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF BURLESON WES ROUTSON 225 W RENFRO ST BURLESON, TX 76028-4158 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Thomas Beckman | (877) 865-2621 | thomas.beckman@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$87,321.92	\$2,502.65/Month	\$87,321.92	\$2,861.54/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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To Whom It May Concern,

CDW Government LLC is a publicly traded entity under its parent company (Stock Ticker: CDW). Due to rules executed by the State of Texas on 01/01/2018 the Form 1295 is no longer applicable to contracts with a publicly traded business entity, including a wholly owned subsidiary of the business entity. This makes Form 1295 not applicable to CDW Government LLC.

Please refer to the attached document from the Texas Ethics Commission, which contains a complete description of the implemented updates.

Further questions regarding this matter can be directed to your dedicated account manager.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Janutolo', is written over a horizontal line.

Pam Janutolo
Manager, Vetting and Forms

Changes to Form 1295

Changes to the [law](#) requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case?

In 2017, the legislature amended the [law](#) to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015)_(mem. op.) (pet. denied) (*available [here](#)*).

Source: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CSO Document Processing Form

Type of Document: Contract

Agenda Item Description:

Police Department - Switch Replacement

Attachments that are part of the final document: Quotes, 1295 Form

Contract start date: 9/9/2024

Terms of Contract:

Single Purchase

Coordinate outside Signatures: No

Distribute outside organization: No

BTX-IT will distribute to the Vendor

File with County: N/A

Distribution needed after execution:

Return to BTX-IT

Staff Contact:

James Grommersch – Chief Technology Officer

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: September 9, 2024

SUBJECT:

Consider the approval of a minute order with Johnson County for the Radio Communications System Agreement cost in the amount of \$92,333.04 for Fiscal Year 24/25 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)

SUMMARY:

As part of the City's ongoing efforts to support critical communications infrastructure for our first responders, Johnson County has increased the monthly rate for its Radio Communications Network. The updated rate of \$19.78 per unit reflects an increase of \$1.26 from the previous year. Currently, the City utilizes 389 active devices on this network, culminating in a monthly expenditure of \$7,699.42 and an annual cost of \$92,393.04.

This network is crucial for ensuring seamless and reliable communication among first responders during emergencies, and it is supported by the Fort Worth Radio Network. The additional costs incurred will be managed through the City's various communication accounts.

RECOMMENDATION:

Approve the minute order with Johnson County for the Radio Communications System Agreement cost in the amount of \$92,333.04 for Fiscal Year 24/25 (*Staff Contact: James Grommersch, Chief Technology Officer, IT*)

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Various Communications Funds

Full Account #:

1011001-64002

1012001-64002

1012101-64002

1012201-64002

1013001-64002

1014004-64002

1015003-64002

1016050-64002

5017001-64002

Amount: \$92,333.04

STAFF CONTACT:

James Grommersch

Chief Technology Officer

jgrommersch@burlesontx.com

817-426-9672

Johnson County Radio Communications Agreement

City Council Regular Session
September 9th, 2024

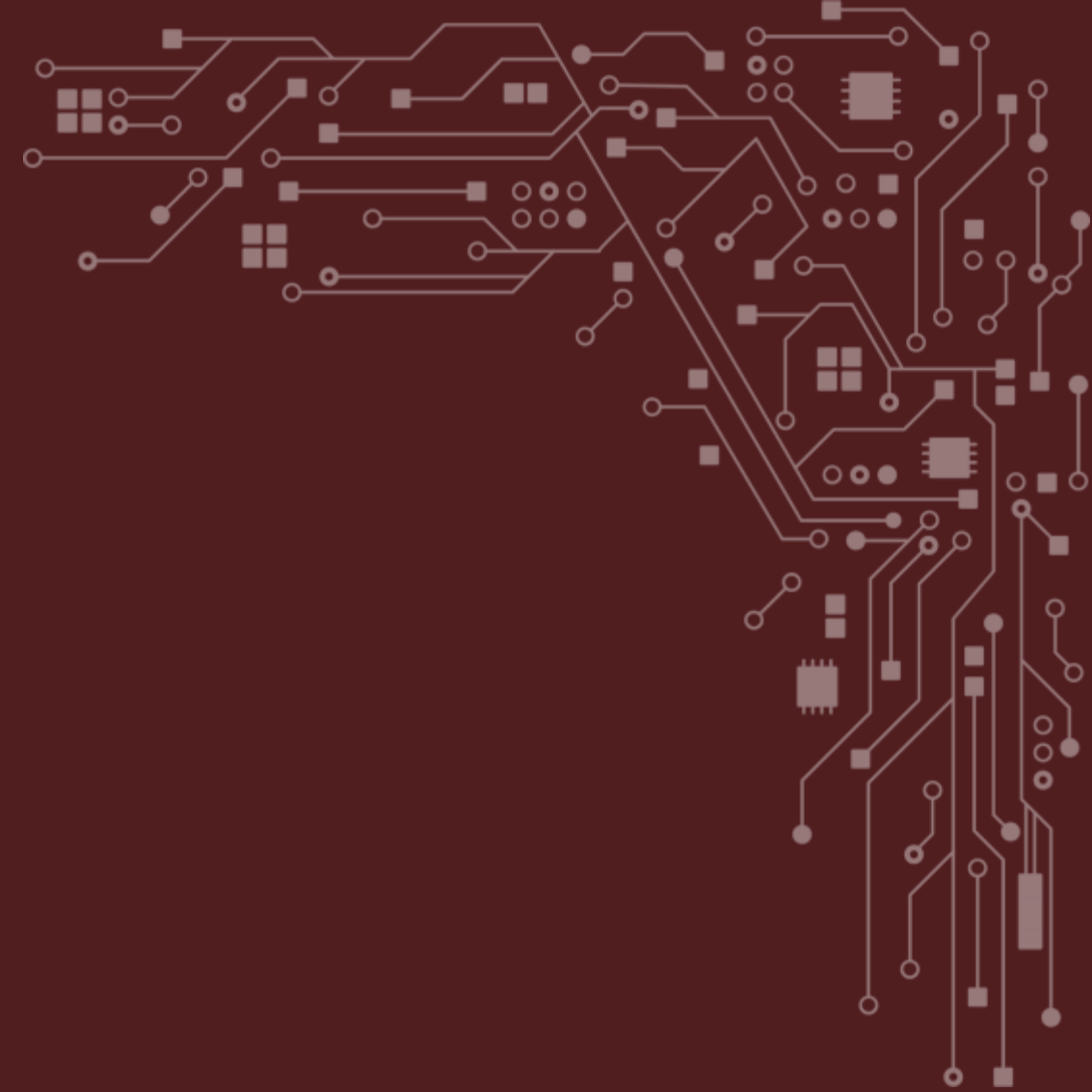
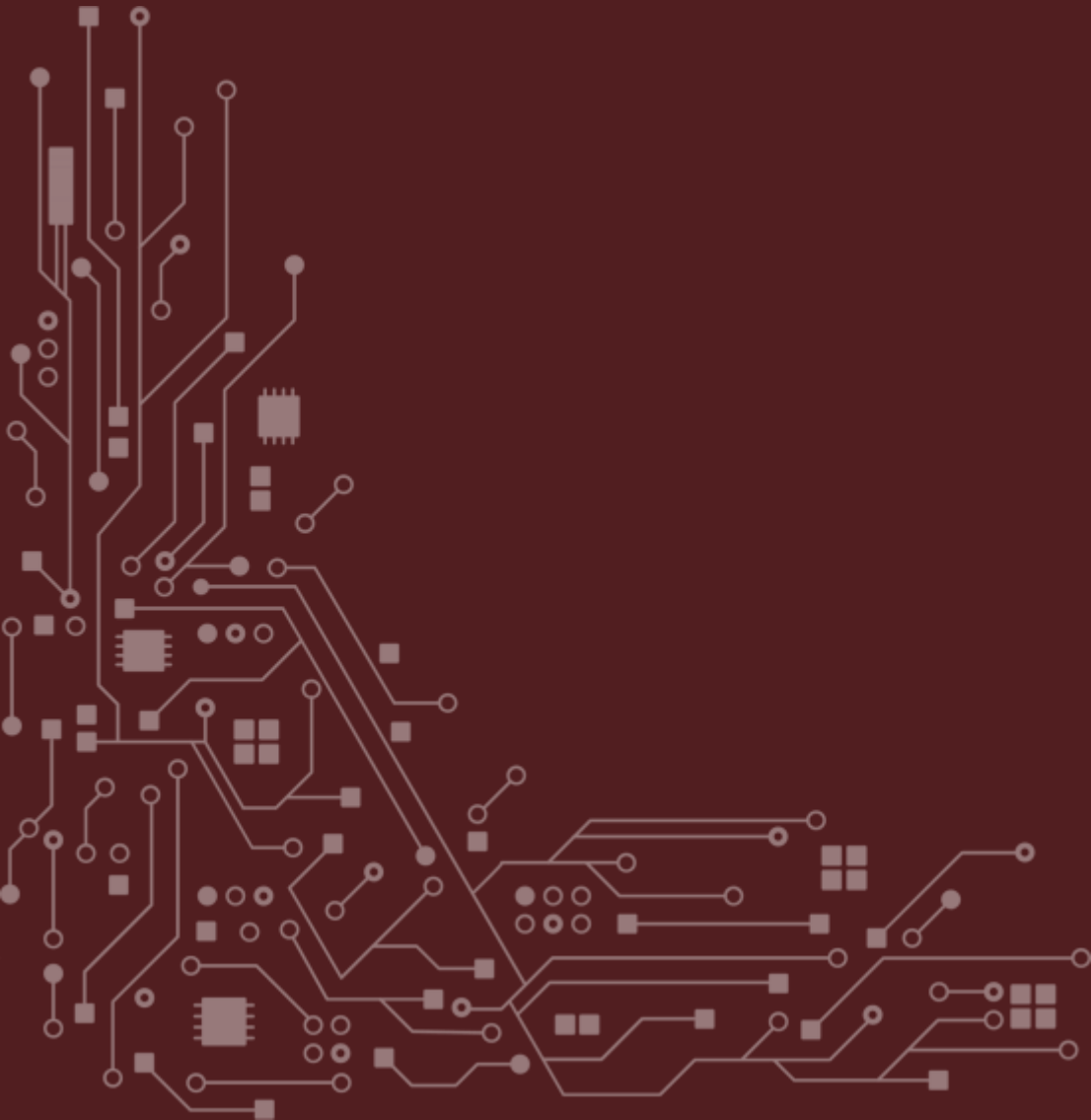


- Johnson County has increased the monthly rate for its Radio Communications Network.
 - New Rate: \$19.78 per unit (previously \$18.52)
 - Increase: \$1.26 per unit compared to last year
- Impact on the City
 - The City currently has 389 active devices on the network, reflecting an increase of 75 radios this year.
 - Monthly Cost: \$7,694.42 (increased by approximately \$490.00 per month)
 - Annual Cost: \$92,333.04 for 389 radios
 - Funding Source: Costs will be covered through the City's Communication GL Code.

Future Cost Reduction

- The City's total communication costs are expected to drop next year as the number of radios on the network decreases.
 - Once the APX Next Radios are implemented our total number of radios are will decrease as we centrally manager the radio environment.
 - PD will be eliminating in car radios electing for the APX Next to server as the primary radio for Officers
- Upcoming Radio Project
 - Project Start: In the next two months, once the position has been filled.
 - Goal: Transition to APX Next Radios, reducing overall network use and associated costs.
- Critical for First Responders:
 - The Johnson County Radio Network is critical for our First Responders resilient communications plan, it's a key part of our effective and reliable communications during normal operations, emergencies and critical situations.

Approve the minute order with Johnson County for the Radio Communications System Agreement cost in the amount of \$92,333.04 for Fiscal Year 24/25



THE STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

**AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT
EFFECTIVE OCTOBER 1, 2024**

This Amendment to Communications System Agreement Effective October 1, 2024 (the “Amendment”) is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas (“County”) acting herein by and through its duly authorized Commissioners Court, and City of Burleson (“USER”), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a “Party,” collectively referred to herein as the “Parties” and is an amendment to the Communications System Agreement (the “Agreement”) between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2024 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$19.78 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment 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 Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: _____
Christopher Boedeker, County Judge

Date: _____

Attest:

April Long, County Clerk

Date: _____

USER:

By: _____
Printed Name: _____
Title: _____

Date: _____

Attest:

By: _____
Printed Name: _____
City Secretary

Date: _____

CSO Document Processing Form

Type of Document: Contract

Agenda Item Description:

Johnson County Radio Communications System Agreement

Attachments that are part of the final document: Quotes, 1295 Form

Contract start date: 9/9/2024

Terms of Contract:

1 Year

Coordinate outside Signatures: Yes

Distribute outside organization: Yes

Yes please send to the JoCo

File with County: N/A

Distribution needed after execution:

Return to BTX-IT

Staff Contact:

James Grommersch – Chief Technology Officer

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Joni Van Noy, EDC Coordinator
MEETING: September 9, 2024

SUBJECT:

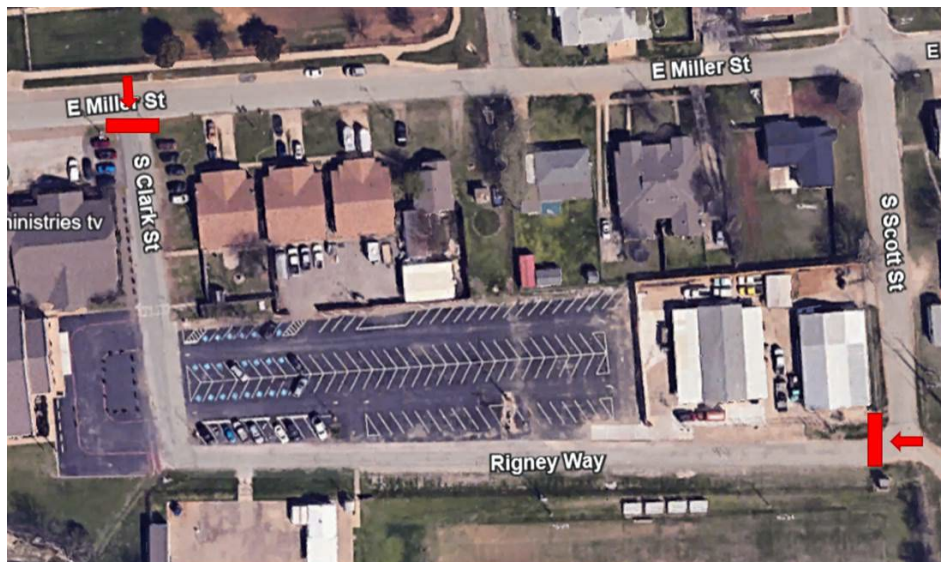
Consider approval of a Resolution authorizing street closures for an annual Fall Festival hosted by Open Door Church. (Staff Contact: Joni Van Noy, Economic Development Coordinator)

SUMMARY:

In accordance with the city's Code of Ordinance, Chapter 70, Article V, events requesting street closures require City Council approval.

Street Closures include:

Clark St. and (portion of) Rigney Way. Proposed street closures/barricade locations are depicted below:



City Council approved an amendment to the city's special event ordinance in December 2022 that requires city council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail
- Impacting or hindering the regular flow of traffic
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food, or beverages on city-owned property
- Erection of a tent equal to or greater than four hundred (400) square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers
- Placement of portable toilets on city-owned property
- Have an impact on public safety
- In-kind sponsorship of over \$500

OPTIONS:

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

RECOMMENDATION:

Staff recommends approval of the proposed street closures.

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

None

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joni Van Noy
Economic Development Coordinator
jvannoy@burlesontx.com
817-426-9689



Open Door Fall Fest

Presented to City Council September 9, 2024

Open Door Fall Fest

Date and Time

- Friday, October 25, 2024
- Event to last approx. four (4) hours; 5P-9P

Special Event Ordinance

City Council approved an amendment to the city's special event ordinance in December 2022 that requires city council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail ✓
- Impacting or hindering the regular flow of traffic ✓
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food, or beverages on city-owned property
- Erection of a tent equal to or greater than four hundred (400) square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers
- Placement of portable toilets on city-owned property
- Have an impact on public safety
- In-kind sponsorship of over \$500

Request

Street Closures

- Clark St.
- Rigney Way



Options

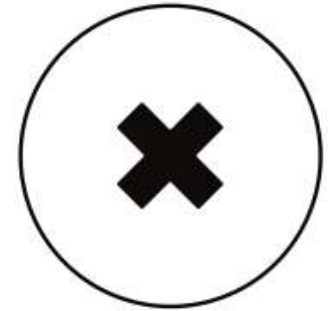
Consider approval of a resolution approving street closures for the annual Open Door Fall Fest event



Approve as presented



Approve with changes



Deny

Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON STREET CLOSURES FOR AN ANNUAL FALL FEST HOSTED BY OPEN DOOR CHURCH.

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

WHEREAS, under Chapter 70 of the Code of Ordinances, Open Door Church must be approved by the Burleson City Council due to the proposed closing or impacting a public street; and

WHEREAS, the parade organizer, Open Door Church, requests certain streets in the city limits be closed at certain times for the Open Door Fall Fest; and

WHEREAS, after reviewing the matter, the City Council desires to approve the closure of certain streets as set forth in the resolution.

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

Section 1.

The City Manager or his appointee(s) is authorized to provide approval of necessary street closures for the Open Door Fall Fest as set forth in Exhibit A.

Section 2.

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

RESOLUTION

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

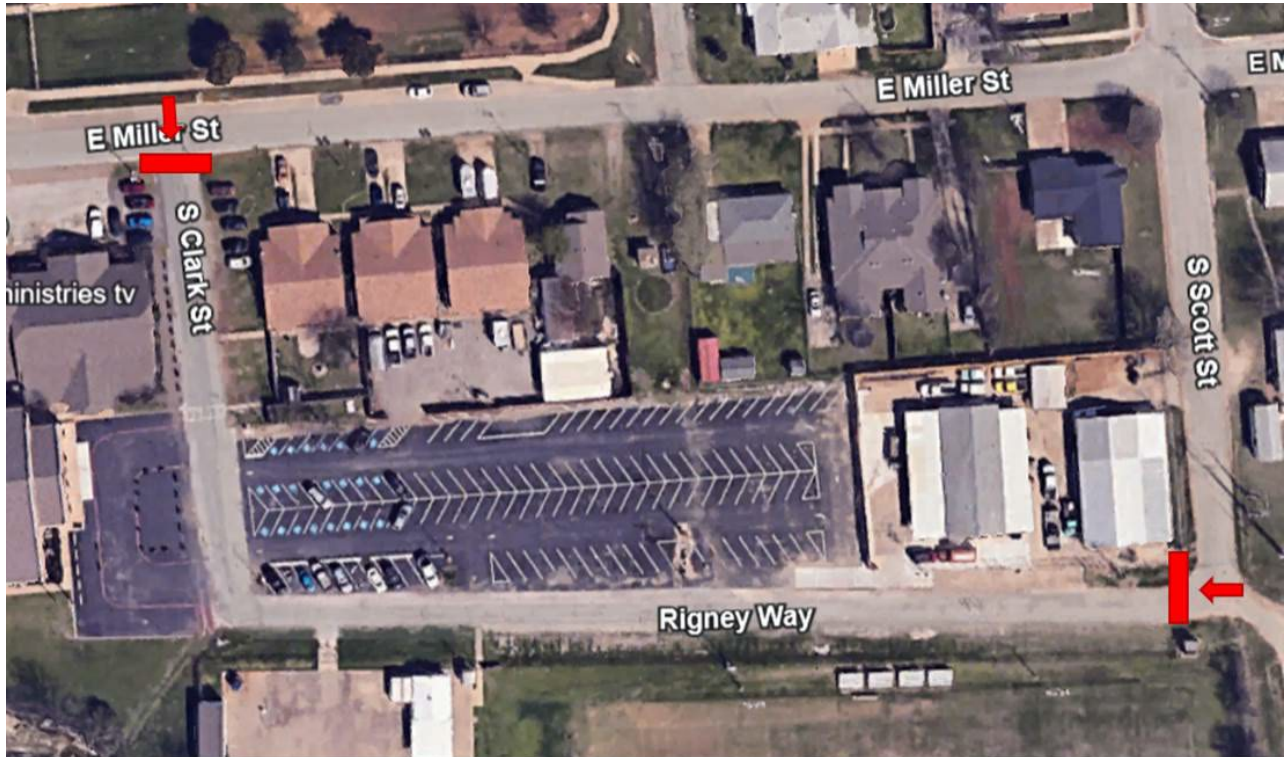
E. Allen Taylor, Jr., City Attorney

EXHIBIT A:

Street Closures

The closure time may be as early as 3:00 p.m. on October 25, 2024 and are projected to be completed by 9:00 p.m.

- Rigney Way
- Clark St.



City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: September 9, 2024

SUBJECT:

Consider approval of a change order to contract CSO#5395-02-2024 with 2L Construction, LLC for additional pavement work in the amount of \$103,650 for a total authorization of \$3,075,377.40. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

On December 14, 2020, the City Council approved a Chapter 380 and Performance Agreement with BTX Old Town, LLC for a mixed-use development located at 135 W Ellison St and 114 W Ellison St. The agreement obligates the city to demolish the building at 225 W Renfro St (Annex 3/HR Building), construct a new parking lot at that location and provide roadway improvements connecting Ellison St to the Mayor Vera Calvin Plaza.

At the June 3, 2022, City Council meeting, Staff presented Council with three alternative site layout options to maximize the amount of parking that would be provided. Council directed staff to proceed with Option 3, which included the realignment of Ellison St to create an aligned intersection with Magnolia St at Johnson Ave. Council also directed staff to expand the project scope to provide an enhanced pedestrian crossing point at the intersection.

The project was advertised for construction bids beginning November 9, 2023. Four bids were publicly opened on December 22, 2023, as summarized in the table below. 2L Construction, LLC provided the lowest responsible bid of \$2,911,727.40. Staff requests approval of an additional \$60,000 contingency for a total contract amount of \$2,971,727.40.

Staff has identified the need to complete some additional pavement work along Johnson Street from Magnolia Street to Renfro Street in the amount \$103,650.

RECOMMENDATION:

Approve a change order to contract CSO#5395-02-2024 with 2L Construction, LLC for additional pavement work in the amount of \$103,650 for a total authorization of \$3,075,377.40.

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

February 5, 2024 – City Council approved a bid award to 2L Construction for the Ellison Street and Parking Improvements project in the amount of \$2,911,727.40 with a project contingency of \$60,000.

FISCAL IMPACT:

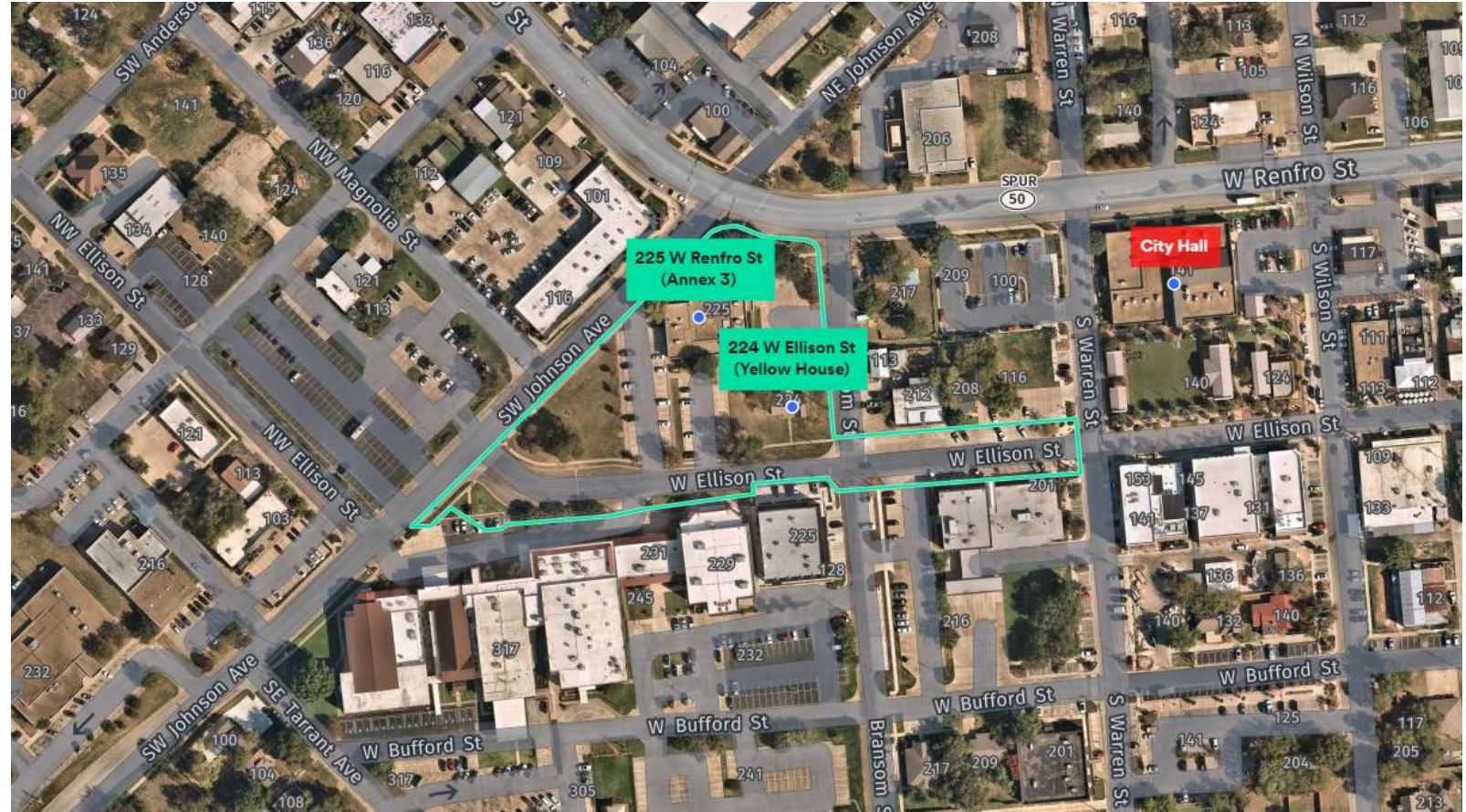
21PW02 - \$103,650

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

Ellison Street and Parking Improvements

Construction Contract
Change Order
September 9, 2024



Project Origin



- City and BTX Old Town, LLC entered into Chapter 380 Agreement December 14, 2020 for a mixed use development located at 114 and 135 W Ellison St
- Per the Agreement, City is obligated to
 - Demolish 225 W Renfro St (Annex 3)
 - Construct a new public parking lot and provide pad site for future development
 - Provide additional improvements to Ellison St

Project Overview

- Project design consultant (Dunaway) developed site layout options to optimize redevelopment potential
- Council approved the Option 3 concept (right) on June 3, 2023, including realignment of Ellison St and an enhanced pedestrian crossing at the intersection of Johnson, Magnolia, and Ellison
- City will construct the Ellison St realignment and on & off-street parking
- Future developer (TBD) will build the building

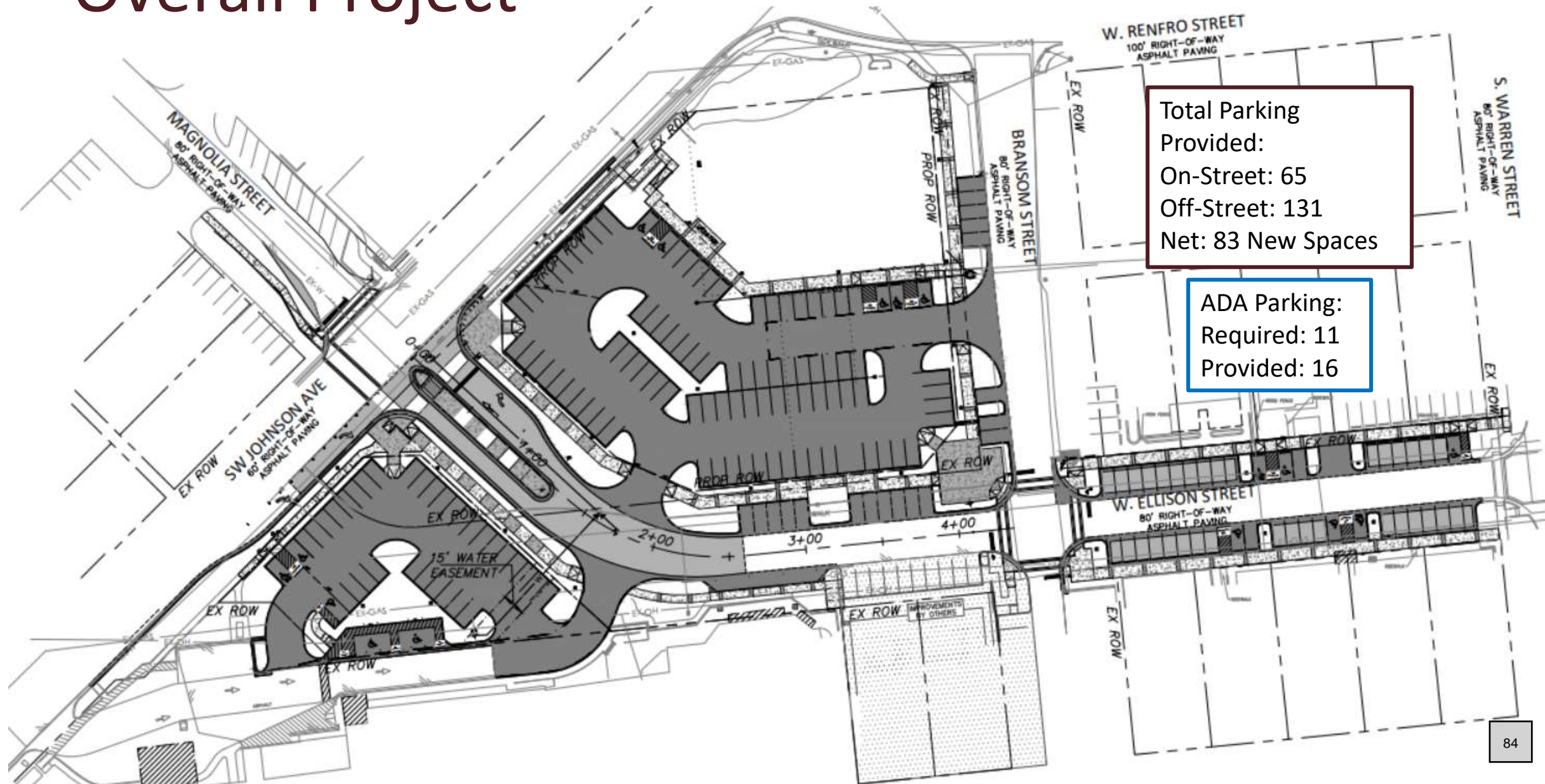
Total Parking Provided:
On-Street: 65
Off-Street: 131
Net: 83 New Spaces



Primary Components

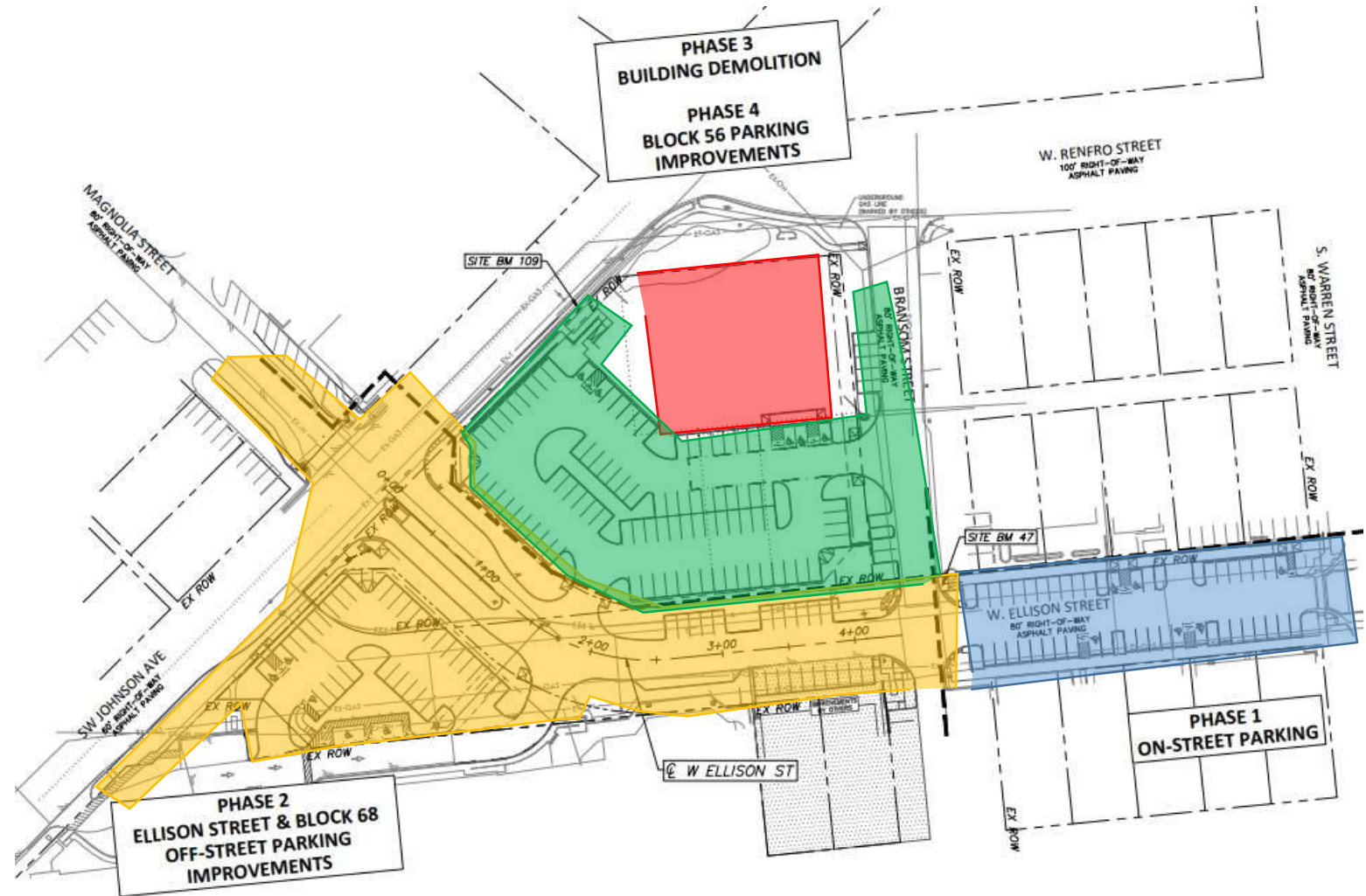
- Asbestos abatement & demolition of 10,105 SF building
- Demolition of 5,000 SY of off-street parking
- Streetscaping
- Enhanced pedestrian crossing at new Magnolia /Ellison & Johnson intersection
- Street lighting along Ellison from Johnson to Warren, Bransom, and within the parking lots

Overall Project



Project Phasing

- **Phase 1:** Ellison St on-street parking between Bransom St and Warren St (to be completed prior to the Hot Sounds of Summer concert series) - **Complete**
- **Phase 2:** Ellison St realignment and off-street parking near First Baptist Church – **On-Going**
- **Phase 3:** Annex 3 asbestos abatement and building demolition (Timeline dependent on Ellison Building move-in and City Hall remodel)
- **Phase 4:** Parking lot improvements at the old Annex 3 site



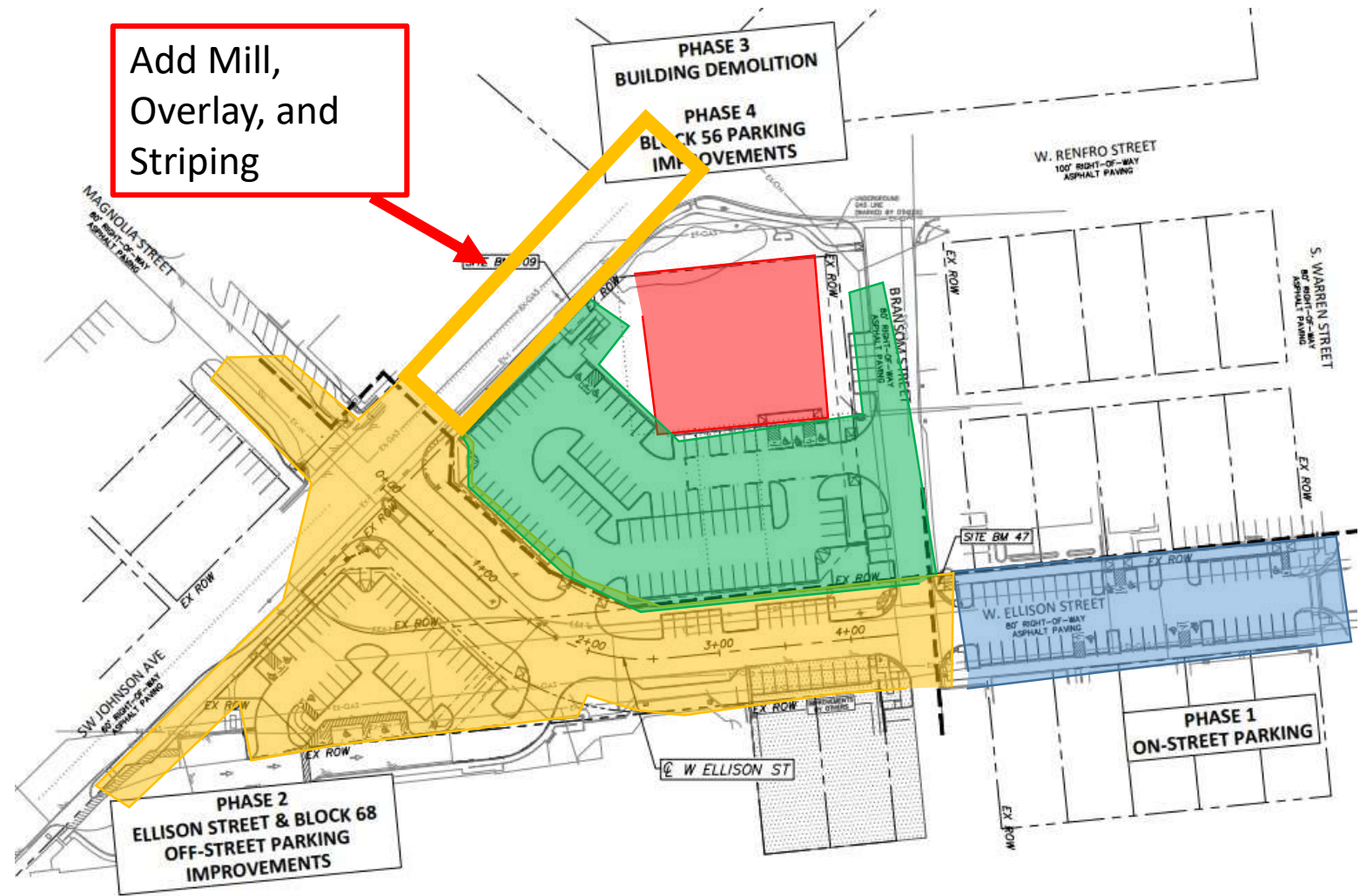
Construction Bid Summary

- Staff Recommended:
 - Award to 2L Construction, LLC (Low Bidder)
 - Contract: \$2,911,727.40
 - Contingency Fund: \$60,000.00
 - Total Encumbrance: \$2,971,727.40
- Project Funding
 - \$45,213.69 in 4A Non-Bond funds
 - \$2,926,513.71 in TIF Bond funds



Project Phasing

- **Phase 1:** Ellison St on-street parking between Bransom St and Warren St (to be completed prior to the Hot Sounds of Summer concert series) - **Complete**
- **Phase 2:** Ellison St realignment and off-street parking near First Baptist Church – **On-Going**
- **Phase 3:** Annex 3 asbestos abatement and building demolition (Timeline dependent on Ellison Building move-in and City Hall remodel)
- **Phase 4:** Parking lot improvements at the old Annex 3 site



Change Order

- Includes Mill and Overlay of Johnson Street from Magnolia Street to Renfro Street
- Striping and Buttons
- Change Order Amount - \$103,650
- Funding Source – Unallocated Water/Sewer Bond Cash

Recommended Council Action

Approve a change order to in the amount of \$103,650 for a total authorization of \$3,075,377.40

Questions / Discussion

Department

Vendor Name

Contract Description

Account Number(s)

Is this part of the current FY budget? Explain.

Contract Amount

Price Increase Year Over Year?

Y N

If Yes, Include the Increase Information Below:

Contract Term Length

Contract Start Date

Contract End Date

Department Director/Manager (Signature)

Printed Name

Date

Assistant Director of Administrative Services (Signature)

Printed Name

Date

Legal (Signature)

Printed Name

Date

City Manager's Office (Signature)

Printed Name

Date

Complete and return form to contracts@burlesontx.com

SPECIFICATIONS & CONTRACT DOCUMENTS

FOR
THE CONSTRUCTION OF
**ELLISON STREET &
PARKING IMPROVEMENTS**


Prepared for

THE CITY OF
BURLESON
TEXAS

CITY PROJECT NO.: 21PW02

THE CITY OF BURLESON, TX
141 W RENFRO STREET
BURLESON, TEXAS 75028-4296

November 2023



THUY-NHU N. NGUYEN
135427
LICENSED
PROFESSIONAL ENGINEER

Thuy-Nhu N. Nguyen
Nov 6, 2023



JANEL MOODY
20529
LICENSED IRRIGATOR

Janel Moody
Nov 6, 2023



DUNAWAY
DUNAWAY ASSOCIATES, LLC
550 Bailey Avenue, Suite 400
Ft. Worth, TX 76107
Office: 817-335-1121 / Fax: 817-335-7437
TX Reg F-1114

DA Project# B002519.007



REGISTERED LANDSCAPE ARCHITECT
ANITA M. BEARD
2953
STATE OF TEXAS

Anita M. Beard
Nov 6, 2023

AIA Document A310[®] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

2L Construction, LLC
200 Boyd Business Pkwy
Boyd, TX 76023

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent of Greatest Amount Bid (5% G.A.B.)

PROJECT:

(Name, location or address, and Project number, if any)

West Ellison Street & Parking Improvements / Proj #21PW02 / Concrete paving, asphalt, landscaping, electrical, earthwork

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and

provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of December, 2023

Valeri Winter
(Witness)

Crystal Langhorn
(Witness) Crystal Langhorn

2L Construction, LLC
(Contractor as Principal) (Seal)

Jim P. [Signature]
(Title) President

U.S. Specialty Insurance Company
(Surety) (Seal)

Kim Bracamonte
(Title) Kim Bracamonte, Attorney-in-Fact



POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kim Bracamonte, Brad Johnson, Paul Fredette, Crystal Langhom, Steven W. Lewis, Andrea Nix, or Adam Syswerda of Grapevine, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifteen Million***** Dollars (***\$15,000,000.00***).

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

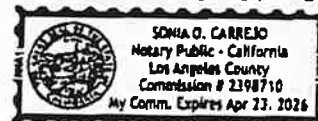
State of California
County of Los Angeles

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of December, 2023.

Bond No. N/A
Agency No. 18799



[Signature]
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA07/2023

U.S. Specialty Insurance Company TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>To obtain information or make a complaint:</p> <ol style="list-style-type: none"> 1. You may contact your agent. 2. You may call the company's toll free telephone number for information or to make a complaint at: 1-800-486-6695 3. You may also write to the company at: U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA 4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 1-800-252-3439 5. You may write to the Texas Department of Insurance at: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov <p>PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p>ATTACH THIS NOTICE TO YOUR POLICY This notice is for information only and does not become a part or condition of the attached document.</p>	<p>Para obtener informacion o para someter una queja:</p> <ol style="list-style-type: none"> 1. Puede comunicarse con su agente. 2. Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al: 1-800-486-6695 3. Usted tambien puede escribir a la compa�ia: U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA 4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al: 1-800-252-3439 5. Puede escribir al Departamento de Seguros de Texas al: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov <p>DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p>UNA ESTE AVISO A SU POLIZA Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>



Andrea Anderson
Purchasing Agent
141 West Renfro
Burleson, TX 76028
817-426-9847

ADDENDUM 5:
ITB 2024-005 West Ellison Street & Parking Improvements

Any interpretations, corrections or changes to this ITB and Specifications will be made by addendum, unless otherwise stated. Submitting companies shall return and acknowledge receipt of all addenda when replying to this bid.

1. There is not a bid item for the vehicular brick paver crosswalks. I thought maybe it was covered in the pedestrian brick pavers, but there is not enough quantity. I came up with approx. 1,800 SF of vehicular brick pavers. What item should the vehicular brick paver crosswalks and concrete paver base be in?
2. Item 79 is for the pedestrian concrete, the bid item is for 14,087 SF, I came up with 11,630 SF. Is this item to include the paver base?
3. Item 80 is for pedestrian brick pavers, the bid item is for 4,413 SF, I came up with 5,330 SF. Is this item to include the concrete paver base?
4. There also doesn't seem to be enough quantity for concrete paving in the bid items. The plans do not clearly delineate between concrete pavement, concrete driveway, concrete valley gutter, and concrete curb & gutter, so it is hard to break it down like that. I came up with a total of 62,250 SF of 6" Paving (of which has 2,942 LF of monolithic curb) and 1,086 LF of separate curb & gutter
 - a. Item #28 - 6" Concrete Pavement - 5,001 SY = 45,009 SF
 - b. Item #32 - 6" Concrete Driveway - 1,567 SF
 - c. Item #36 - 6" Valley Gutter - 26 SY = 234 SF
 TOTAL 6" Paving = 46,810 SF.

Please see following revision summary page.

A signed copy of this addendum MUST be signed and included in any submittal that will be considered for award.

2L construction
Company Name

Harmon R. Fisher III
Authorized Representative

12/21/2023
Date

Harmon R. Fisher III
Print Signature and Title

940-433-2670
Phone

**ADDENDUM ITEMS
TO
ELLISON STREET & PARKING IMPROVEMENTS
December 19, 2023**

The following revisions are hereby made to the Contract Documents for this project:

Sheet L1.02, updated material schedule paver information as follows:

Brick Unit Paver Type A – 2 5/8” instead of 2 1/4”
Brick Unit Paver Type B – 2 5/8” instead of 2 1/4”, color Maganese Ironspot
Brick Unit Paver Type C – 4”x8” instead of 6”x12”
Brick Unit Paver Type D – 4”x8” instead of 6”x12”, color Maganese Ironspot

Technical Specification, Section 329113 Soil Preparation, section Products, additional information as follows:

Structural-Soil Type: Street Tree Conditions: CU-Structural Soil, Minick Materials, Tim Shanahan, tims@minickmaterials.com, 405-834-8280

Paving Questions:

1. 1,810 SF of vehicular pavers is under Item 80 Pedestrian Brick Pavers. However, quantity for Item 80 Pedestrian Brick Pavers is now 7,075 SF (this includes 1,810 for vehicular and 5,265 pedestrian)
2. Item #79 for Pedestrian Concrete includes the concrete paver base at pedestrian paver areas, this total is now 17,867 SF.
3. Concrete for underneath pavers is carried in Item #79 Pedestrian Concrete.
4. Additional clarifications on paving quantities:
 - a. Item #28 – 6” Concrete pavement, includes concrete base under vehicular pavers. 57,466 SF or 6,385 SY
 - b. No change in bid form quantity
 - c. No change in bid form quantity

By: Anita Beard, ASLA, Landscape Architect



Andrea Anderson
Purchasing Agent
141 West Renfro
Burleson, TX 76028
817-426-9847

ADDENDUM 4:
ITB 2024-005 West Ellison Street & Parking Improvements

Any interpretations, corrections or changes to this ITB and Specifications will be made by addendum, unless otherwise stated. Submitting companies shall return and acknowledge receipt of all addenda when replying to this bid.

- 1) The material schedule on the plans does not match the technical specs in the manual, for site furnishings. It shows same manufacturer but different model/pattern and color for the bench and trash cans. Also, the plans and material schedule shows 9 removable bollards, but there is not a bid item for them. In addition, the specs reference a bike rack, but the plans and material schedule do not show any.
Please see the revision narrative on the following page.

A signed copy of this addendum MUST be signed and included in any submittal that will be considered for award.

2L construction
Company Name

Harmon R. Fisher III
Authorized Representative

12/21/23
Date

Harmon R. Fisher III President
Print Signature and Title

940-433-2670
Phone



Andrea Anderson
Purchasing Agent
141 West Renfro
Burleson, TX 76028
817-426-9847

**ADDENDUM 3:
ITB 2024-005 West Ellison Street & Parking Improvements**

Any interpretations, corrections or changes to this ITB and Specifications will be made by addendum, unless otherwise stated. Submitting companies shall return and acknowledge receipt of all addenda when replying to this bid.

- 1) What is the required post mounting system for the Lane Control, Right Lane Must Turn Right, and the Keep Right street signs?
All mountings shall be old town sign post for all traffic control signs – refer to Bid Items 52 and 53.
- 2) In the Bid Form quantity sheet, I see that the ADA Parking Sign and Post call for an Estimated Quantity of 15. On the plans I can only find 7?
The design engineer has verified that 15 ADA signs are needed.

A signed copy of this addendum MUST be signed and included in any submittal that will be considered for award.

2L construction
Company Name

Harmon R. Fisher III
Authorized Representative

Harmon R. Fisher III President
Print Signature and Title

12/21/2023
Date

940-433-2670
Phone

**ADDENDUM ITEMS
TO
ELLISON STREET & PARKING IMPROVEMENTS
December 18, 2023**

The following revisions are hereby made to the Contract Documents for this project:

Sheet L1.02, updated material schedule quantities.

Page 14, Technical Specification, Bid Form, updated as follows:

Added line item 98. 9 EA Bollards

Technical Specification, Section 323300 Site Furnishings, section Summary and Products, updated as follows:

Removed Bike Racks from Summary

Removed Bick Racks from Products

Updated Bench and Trash Receptacle product and vendor contact information.

By: Anita Beard, ASLA, Landscape Architect

ADDENDUM NO. 2
TO
ELLISON STREET & PARKING IMPROVEMENTS
December 6, 2023

The following revisions are hereby made to the Contract Documents for this project:

Page 134 of 239, Technical Specification, Section 024116 Building Demolition, section Protection & Safety, shall be amended to read as follows:

2. An Asbestos Survey was prepared by Vantage Environment Services, LP. dated April 25, 2023 (Vantage Report No. 2023-1114). This survey indicated that regulated amounts of asbestos was found in one (1) of the fifty-four (54) bulk samples collected from the existing building located at 225 West Renfro Street, Burleson, TX 76028. ~~City will complete asbestos abatement by separate contract. When abatement is complete, the City will authorize the contractor to commence demolition of the building.~~

Page 135 of 239, Technical Specification, Section 024116 Building Demolition, section Environmental Regulations, shall be amended to read as follows:

2. The City has completed to perform a Phase I Environmental Study prior to Work commencement. The City will notify the Contractor when the building has been vacated to begin asbestos abatement. Other materials to be demolished may also be present such as lead paint and/or other Hazardous Materials, including but not limited to, transformers and/or other electrical equipment containing polychlorinated biphenyls which are located at the Site.

By: Thuy-Nhu Nguyen, P.E. Project Engineer



Andrea Anderson
Purchasing Agent
141 West Renfro
Burleson, TX 76028
817-426-9847

ADDENDUM ²
ITB 2024-005 West Ellison Street & Parking Improvements

Any interpretations, corrections or changes to this ITB and Specifications will be made by addendum, unless otherwise stated. Submitting companies shall return and acknowledge receipt of all addenda when replying to this bid.

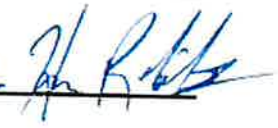
There is a correction to Addendum 1:

- 4) What is the deadline for Phase 1 construction?
~~May 24th, 2024~~ **May 22nd, 2024**

Additionally, please see the summary of changes to the Technical Specifications on the following page.

A signed copy of this addendum MUST be signed and included in any submittal that will be considered for award.

AL construction
Company Name

Harmon R Fisher III 
Authorized Representative

12/21/2023
Date

Harmon R Fisher III
Print Signature and Title

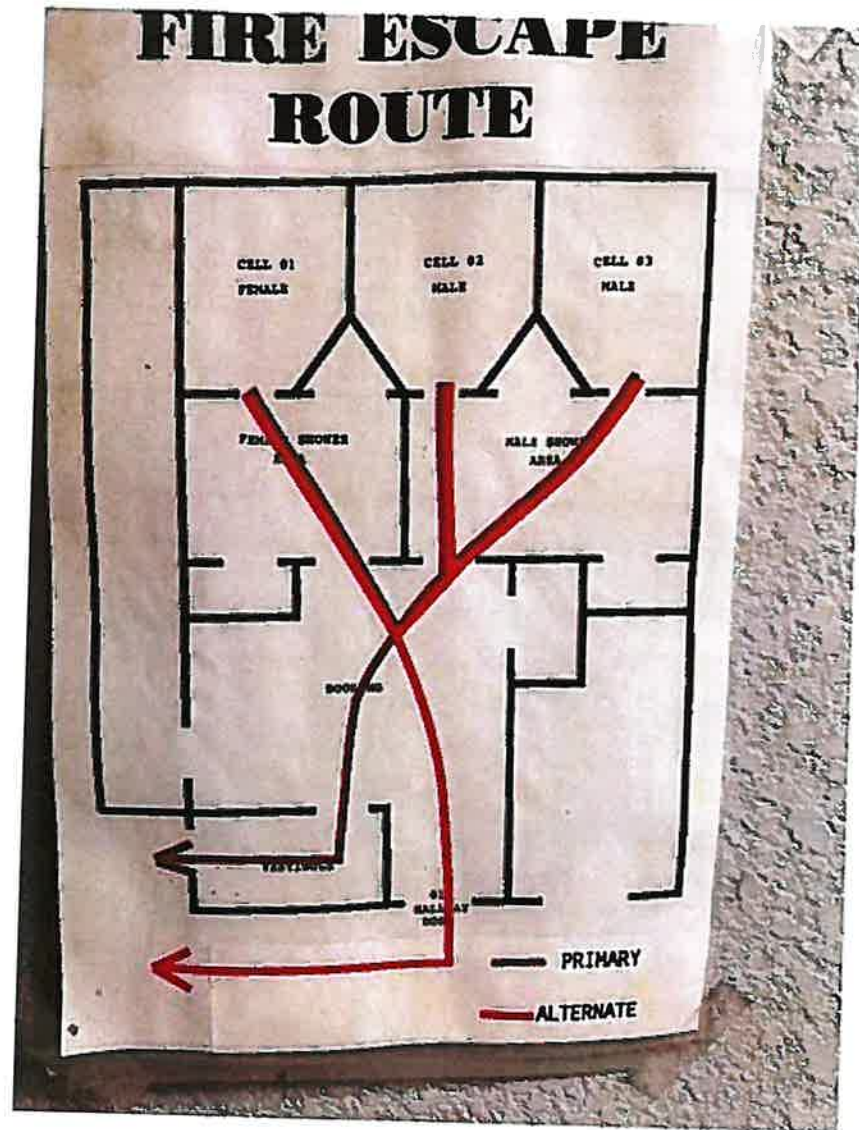
940-433-2670
Phone

ADDENDUM 1:
ITB 2024-005 West Ellison Street & Parking Improvements

Any interpretations, corrections or changes to this ITB and Specifications will be made by addendum, unless otherwise stated. Submitting companies shall return and acknowledge receipt of all addenda when replying to this bid.

- 1) What is the engineer's estimate for this project?
\$3,315,000
- 2) Is the City require a vibratory truss screed for street paving in lieu of a slip form paving machine?
A vibratory truss screed will not be allowed for street paving.
- 3) What is the anticipated date for a Pre-Construction meeting?
Contract is currently targeted for approval at the February 5th City Council meeting. Pre-Construction meeting can be scheduled for later that same week.
- 4) What is the deadline for Phase 1 construction?
May 24th, 2024.
- 5) If the second mobilization identified in the bid items is not needed by the schedule, can it still be billed to?
No, if the additional mobilization is not needed, then it will not be paid.
- 6) If construction activity is paused by the City between Phases, will the contract days be paused as well?
Yes, a delay by the City between the completion of Phases 1 & 2 and the start of Phases 3 & 4 will pause the allotted contract days.
- 7) Will the maintenance bond of Phase 1 begin once it is accepted for use by the City, or will the final acceptance of the complete project control?
City will provide an Acceptance Letter to the contractor for the completion of Phase 1 to allow for the earlier commencement of its maintenance period.
- 8) Contract demolition specification identifies that asbestos abatement is not part of the contract scope. Is this an error?
Yes, corrected specification details will be posted as soon as available. Asbestos abatement will be a part of this contract scope.
- 9) Will power and water be available at the building?
Information regarding power and water availability is included in the Asbestos Abatement Specifications section of the Project Manual.
- 10) 5. Is the consultant paid separately for air monitoring?
City has a separate contract with Vantage Environmental for air monitoring for the asbestos abatement portion of the contract.
- 11) Will street curb and gutter paving require a machine?
A paving machine will not be required for street curb and gutter paving.
- 12) How many jail cells are there in the building to be demolished?

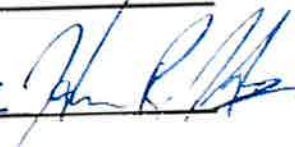
The jail has 3 cells, please see below for a floorplan of the jail section of the building.



- 13) Can you please provide the sign-in sheet?
Sign-in sheet will be uploaded to Bonfire.
- 14) Is there an alternate for fully concrete street parking in place of the asphalt with concrete curb and gutter trim?
No, street parking must be constructed as shown in the construction plans.
- 15) Is the pad under the carpet the only asbestos in the building?
The asbestos identified was the black mastic under carpet.

A signed copy of this addendum MUST be signed and included in any submittal that will be considered for award.

21 Construction
Company Name

Harmon R Fisher III 
Authorized Representative

12/21/2023
Date

Harmon R Fisher III President
Print Signature and Title

940-433-2670
Phone

CITY OF BURLESON, TEXAS
Ellison Street & Parking Improvements
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Disadvantaged Business Form*
Form 1295 – Certificate of Interested Parties*
Form TCG 2270 - Prohibition on Contracts with Companies Boycotting Israel*
Performance Bond
Payment Bond
Maintenance Bond
General Conditions of the Construction Contract
Supplementary Conditions
Consent of Surety Company to Final Payment
Contractors Affidavit of Final Payment

***Required to be submitted with the bid to be deemed a responsive bid. If these items are not submitted with the bid package, the bids will not be read publicly.**

SPECIAL OR TECHNICAL SPECIFICATIONS

024116 – Building Demolition
321724 – Supply and Installation of Ceramic and Acrylic Pavement Buttons
323300 – Site Furnishings
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CONSTRUCTION PLANS AND DETAILS

(Bound Separately)

ADVERTISEMENT FOR BIDS

**City of
Burleson, Texas**

General Notice

The City of Burleson (Owner) is requesting Bids for the construction of the following Project:

WEST ELLISON STREET AND PARKING IMPROVEMENTS

City of Burleson Project No. 21PW02

Bids for the construction of the Project will be received electronically through the City's strategic sourcing platform, Bonfire, until December 20th, 2023 at 2:00 PM local time. At 3:00 pm local time the Bids received will be read via a publicly available online meeting, shared through the Bonfire platform.

A mandatory pre-bid meeting will be held December 1st at 10:00 am.

The Project includes the following Work:

~10,105 SF of building demolition & asbestos abatement, ~5000 SY of off-street parking, on-street parking, 169 LF of 8" Water PVC, 119 LF of 6" water PVC, and streetscape elements.

The Project has an expected duration of 270 calendar days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:
<https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities>

Specifications and Contract Documents for this project shall be available for viewing and download in electronic (PDF) format at the City of Burleson website (through <https://burlesontx.bonfirehub.com/login>) at no cost beginning November 9th, 2023.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Burleson, Texas**
By: **Andrea Anderson**
Title: **Purchasing Manager**
Date: **November 9th, 2023**

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Notice to Bidders may be obtained from Engineer.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

No pre-qualifications of Bidders is required. However, to demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Conditions). Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof.

4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.02. and 4.03. of the General Conditions.

4.4. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

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

4.7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of the Contract Documents are to be presented in writing to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 96 hours prior to the date and time for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

5.3. The bid proposal as submitted by the bidder shall be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the opening of bids, with the appropriate recognition of addenda so noted in the bid proposal.

6. BID SECURITY.

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or cashier's check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.01. of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Award of Contract, Owner may annul the Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR EQUAL" ITEMS.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraph 6.05.A, 6.05.B, 6.05.C, 6.05.D, 6.05.E, and 6.05.F of the General Conditions and may be supplemented in the Supplementary Conditions.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

10.1. Contractor shall not award Work to a subcontractor(s) that is (are) in excess of 50% of the total contract price without written approval of the Owner.

10.2. No Contractor shall be required to employ any subcontractor, supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM.

11.1. The Bid Form is included with the Bidding Documents.

11.2. All blanks on the Bid Form must be completed by printing or typing in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, alternative, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered. Bidder shall state the prices, written in ink, or typed and signed, in both words and numerals, for which the Bidder proposes to do the work contemplated or furnish materials required. All prices shall be written legibly. In case of discrepancy between price in written words and the price in written numerals, the price in written words shall govern.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS.

It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Proposals must be submitted at <http://burlesontx.bonfirehub.com>. The BIDDER shall acknowledge receipt of any addenda.

13. MODIFICATION AND WITHDRAWAL OF BIDS.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

14. OPENING OF BIDS.

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT.

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. 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 words.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.4. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

16.5. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within forty-five days after the day of the Bid opening.

17. CONTRACT SECURITY.

Paragraph 5.01.A and 5.01.B of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance, payment and maintenance Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Bonds.

18. SIGNING OF AGREEMENT.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

The Successful Bidder must also complete a Certificate of Interested Parties (Form 1295) to the Owner as required by Texas Government Code Chapter 2252 with the signed Agreement. A blank Form 1295 is provided for reference.

19. PREBID CONFERENCE.

A mandatory pre-bid conference will be held at 10:00 AM on Dec. 1, 2023 at 141 W. Renfro Burlison, TX, 76028. Representatives of the Owner and Engineer will be present to discuss the project. Engineer will distribute to prospective bidders of record such Addenda as Engineer considers necessary in response to discussions or inquiries arising at the conference.

20. SALES AND USE TAXES.

Owner is exempt from State of Texas Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. All other applicable taxes, fees, permits, etc., shall be the sole responsibility of the Contractor and the bid submitted shall reflect the costs for the same. Refer to Supplementary Conditions SC-6.10.A for additional information.

21. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, House Bill 914 requires any vendor that wishes to conduct business or to be considered for business with any political subdivision, to complete a "conflict of interest" questionnaire (attached). Please complete the attached questionnaire and return with the bid specifications. Additional information regarding this requirement may be obtained at www.ethics.state.tx.us.

22. DEBARMENT

By submitting a BID, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

23. WAIVER OF SUBROGATION

The contractor and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Burlison, its commissioners, partners, officials, agents, and employees and against all other contractors and subcontractors.

25. IDENTIFICATION OF CONTRACTOR VEHICLES & EQUIPMENT

Contractor will be responsible for ensuring vehicles and equipment are clearly identified in a manner acceptable to the City, and be properly licensed and inspected in accordance with the State of Texas and JOHNSON County regulations.

26. EMPLOYEE SAFETY

Contractor must provide and enforce the use of appropriate safety equipment.

27. SUBSTANCE ABUSE

Possession, consumption of, and/or reporting for work under the influence of alcohol, controlled substances, and/or dangerous drugs by subcontractors, officers, or employees of the Contractor will not be tolerated. Enforcement of this policy is the responsibility of Contractor.

28. CUSTOMER RELATIONS

Contractor is responsible for ensuring that its subcontractors or employees conduct themselves in a courteous and professional manner when dealing with City employees, elected or appointed officials, residents, and/or customers of the City. The City reserves the right to reject any Contractor subcontractor or employee and/or request replacement at any time.

29. SALES TAXES

The City is exempt from most state and local sales taxes by state law. Therefore, the City does not possess a "tax exempt number." The City will provide a sales tax exemption certificate to the vendor upon request.

The total for each BID submitted must include any applicable taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each BID. The City cannot determine for the bidder whether or not the item(s) requested in the BID are taxable to the City. The bidder, through the bidder's attorney or tax consultant, must make such determination. Bills submitted for taxes after the BIDs are awarded will not be honored.

30. TAXES, PERMITS, LICENSES

The Contractor shall obtain and pay for all licenses, permits and inspections required for the work. Upon written notification, the contractor shall provide notarized copies of all valid licenses, permits and certificates required for performance of the work. The notarized copies shall be delivered to the City of Burleson, Attn: Purchasing Division, Burleson, TX 76028-4296 within (10) days of notification.

31. CONFIDENTIALITY OF DOCUMENTS

In accordance with Local Government Code 252.049 trade secrets are confidential information in competitive sealed bids and are not open for public inspection.

After the BID opening, except for BID amounts, names, and addresses of contractors, all other BID documents and information will be deemed confidential during the evaluation process until formal action to award the BID or reject all BIDs has been taken by the City Council. Following award of the BID or rejection of all BIDs by the City Council, all BIDs shall then become public

documents, available for public view upon written request. Copies of BIDs may then be requested by interested contractors, citizens, or City officials.

32. IDENTICAL BIDS

In the event of two or more identical low BIDs, the BID will be awarded as prescribed by Section 271.901 of the Texas Local Government Code.

CONTRACTOR STATUS INFORMATION

Instructions:

Please fill in the appropriate section below, completing all blanks within the section. This information is necessary to ensure that the contract and bonds are in the correct form.

SECTION 1: If the contractor is a sole proprietor, fill in this section only:

Name: _____
 First Middle Last

Name under which you are engaged in business (if operating under an assumed name):

Residence: _____
 Street City County State ZIP

Business: _____
 Street City County State ZIP

Principal place of business: _____
 City County State ZIP

Contact Person: _____
 Name Phone

SECTION 2: If the contractor is a partnership, fill in this section only:

Name of Partner: _____
 First Middle Last

Residence: _____
 Street City County State ZIP

Name of Partner: _____
 First Middle Last

Residence: _____
 Street City County State ZIP

Name under which contractor conducts business (if operating under an assumed name):

Business Address: _____
Street City County State ZIP

Principal place of business: _____
City County State Zip

Contact Person: _____
Name Phone

SECTION 3: If the contractor is a corporation, fill in this section only:

Registered name of corporation: 21 construction LLC

Doing business as: _____

Date charter expires: _____

State of corporation: Texas

Date of corporation filing: 4/22/04 (If non-Texas corporation, date of Certificate of Authority Issuance).

Registered Agent: Harmon R. Fisher III
First Middle Last

Address: 200 Boyd Business Pkwy, Boyd, TX 76023, Wise, TX
Street City County State ZIP

Location of Corporation principal office:
200 Boyd Business Pkwy, Boyd, Wise, TX, 76023
Street City County State ZIP

Person executing contract on behalf of corporation: (Please print)
Name: Harmon R. Fisher III
First Middle Last

Title: President

Address: 200 Boyd Business Pkwy, Boyd, Wise, TX 76023
Street City County State ZIP

Telephone Number: 940-433-2670

BID FORM

**City of Burleson
Ellison Street & Parking Improvements
City Project No. 21PW02**

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Business Address: _____
Street City County State ZIP

Principal place of business: _____
City County State Zip

Contact Person: _____
Name Phone

SECTION 3: If the contractor is a corporation, fill in this section only:

Registered name of corporation: 21 construction LLC

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State of corporation: Texas

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Name: Harmon R Fisher III
First Middle Last

Title: President

Address: 200 Boyd Business Pkwy, Boyd, Wise, TX 76023
Street City County State ZIP

Telephone Number: 940-433-2670

- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in strict accordance with the Contract Documents, Specifications and Construction Plans for the following price(s):

[Bid Form Inserted in Next Sheet]

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
REMOVAL				
1.	1 LS	Mobilization (Phase 1 & 2), ONE HUNDRED SEVENTY FIVE THOUSAND _____ Dollars and ZERO _____ Cents per Lump Sum	\$ 175,000.00	\$ 175,000.00
2.	1 LS	Mobilization (Phase 3 & 4), TEN THOUSAND _____ Dollars and ZERO _____ Cents per Lump Sum	\$ 10,000.00	\$ 10,000.00
3.	9,257 SF	Removal of Sidewalk, THREE _____ Dollars and ZERO _____ Cents per Square Foot	\$ 3.00	\$ 27,771.00
4.	41 SF	Removal of Step, EIGHT _____ Dollars and FIFTY _____ Cents per Square Foot	\$ 8.50	\$ 348.50
5.	3 EA	Remove ADA Ramp, SIX HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$ 600.00	\$ 1,800.00
6.	3,997 SF	Remove Concrete Drive, THREE _____ Dollars and ZERO _____ Cents per Square Foot	\$ 3.00	\$ 11,991.00
7.	3,110 SY	Remove Concrete Pavement, TWENTY EIGHT _____ Dollars and ZERO _____ Cents per Square yard	\$ 28.00	\$ 87,080.00
8.	3,560 SY	Remove Asphalt Pavement, TWENTY EIGHT _____ Dollars and ZERO _____ Cents per Square Yard	\$ 28.00	\$ 99,680.00
9.	1,520 LF	Remove Concrete Curb & Gutter, SEVEN _____ Dollars and ZERO _____ Cents per Linear Foot	\$ 7.00	\$ 10,640.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
10.	43 SY	Remove Concrete Valley Gutter, THIRTY _____ Dollars and ZERO _____ Cents per Square	\$ 30.00	\$ 1,290.00
11.	1 EA	Salvage Fire Hydrant, TWO THOUSAND SEVEN HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$ 2,700.00	\$ 2,700.00
12.	1 LS	Site Clearing, FIFTY THOUSAND _____ Dollars and ZERO _____ Cents per Lump Sum	\$ 50,000.00	\$ 50,000.00
13.	14 EA	Remove Sign Panel & Post, TWO HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$ 200.00	\$ 2,800.00
14.	1 LS	Remove 1-Story Brick Building (Area~10,105 SF), FIFTY ONE THOUSAND _____ Dollars and ZERO _____ Cents per Lump Sum	\$ 51,000.00	\$ 51,000.00
15.	1 LS	Abatement and disposal of all asbestos containing material, including any National or State fees, FOURTEEN THOUSAND _____ Dollars and ZERO _____ Cents per Lump Sum	\$ 14,000.00	\$ 14,000.00
16.	1 LS	Remove 1-Story Wood Shed (Area~100 SF), ONE THOUSAND _____ Dollars and ZERO _____ Cents per Lump Sum	\$ 1,000.00	\$ 1,000.00
17.	1 EA	Remove Antenna Tower, FIVE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$ 500.00	\$ 500.00
PAVING				
18.	380 CY	Borrow by Plan, THIRTY FIVE _____ Dollars and ZERO _____ Cents per Cubic Yard	\$ 35.00	\$ 13,300.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
19.	2,244 CY	Embankment by plan, FORTY _____ Dollars and ZERO _____ Cents per Cubic Yard	\$40.00	\$89,760.00
20.	99 TN	Hydrated Lime, THREE HUNDRED FORTY _____ Dollars and ZERO _____ Cents per Ton	\$ 340.00	\$ 33,660.00
21.	3,974 SY	6" Lime Treatment SEVEN _____ Dollars and TWENTY _____ Cents per Square Yard	\$7.20	\$28,612.80
22.	1,504 SY	8" Lime Treatment SEVEN _____ Dollars and THIRTY _____ Cents per Square Yard	\$ 7.30	\$ 10,979.20
23.	4,857 SY	6" Flexible Base, Type A, GR-1 FOURTEEN _____ Dollars and ZERO _____ Cents per Square Yard	\$14.00	\$67,998.00
24.	266 SY	8" Flexible Base, Type A, GR-1 EIGHTEEN _____ Dollars and ZERO _____ Cents per Square Yard	\$18.00	\$4,788.00
25.	1,484 SY	2" Asphalt Pavement Type D THIRTY FOUR _____ Dollars and ZERO _____ Cents per Square Yard	\$34.00	\$50,456.00
26.	466 SY	3" Asphalt Pavement Base Type B, FORTY _____ Dollars and ZERO _____ Cents per Square Yard	\$40.00	\$18,640.00
27.	1,018 SY	5" Asphalt Pavement Base Type B, SEVENTY SEVEN _____ Dollars and ZERO _____ Cents per Square Yard	\$ 77.00	\$78,386.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
28.	6,385 SY	6" Concrete Pavement, SEVENTY TWO _____ Dollars and ZERO _____ Cents per Square Yard	\$72.00	\$459,720.00
29.	137 SF	Concrete Sidewalk, Adjacent to Retaining Wall, NINE _____ Dollars and ZERO _____ Cents per Square Foot	\$9.00	\$1,233.00
30.	60 SF	Concrete Retaining Wall Adjacent to Sidewalk, FORTY FIVE _____ Dollars and ZERO _____ Cents per Square Foot	\$45.00	\$2,700.00
31.	190 SF	Low Retaining Wall, FIFTY _____ Dollars and ZERO _____ Cents per Square Foot	\$50.00	\$9,500.00
32.	3,567 SF	6" Concrete Driveway, EIGHT _____ Dollars and ZERO _____ Cents per Square Foot	\$ 8.00	\$ 28,536.00
33.	26 SY	6" Valley Gutter, EIGHTY _____ Dollars and ZERO _____ Cents per Square Foot	\$80.00	\$ 2,080.00
34.	24 EA	Curb Ramp (ADA Compliant), TWO THOUSAND TWO HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$2,200.00	\$52,800.00
35.	1 EA	Ramp with Hand Rails, TWO THOUSAND FIVE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$2,500.00	\$2,500.00
36.	51 LF	Handrail (per city detail), ONE HUNDRED TWENTY _____ Dollars and ZERO _____ Cents per Linear Foot	\$120.00	\$6,120.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
37.	1,473 LF	6" Concrete Curb & Gutter, THIRTY FIVE _____ Dollars and ZERO _____ Cents per Linear Foot	\$35.00	\$51,555.00
38.	166 LF	2"-6" Concrete Curb at Back of Sidewalk, TEN _____ Dollars and ZERO _____ Cents per Linear Foot	\$10.00	\$1,660.00
39.	40 LF	3" Mountable Curb, SIXTY _____ Dollars and ZERO _____ Cents per Linear Foot	\$60.00	\$2,400.00
40.	16 LF	Steel Plate (over flume), TWO HUNDRED FIFTY _____ Dollars and ZERO _____ Cents per Linear Foot	\$250.00	\$4,000.00
41.	1 LS	4" SLD Pavement Marking HAS (W) (Parking Striping), SIX THOUSAND FIVE HUNDRED _____ Dollars and ZERO _____ Cents per Lump Sum	\$6,500.00	\$6,500.00
42.	28 EA	Handicap Parking Symbol & No Parking Paint, TWO HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$200.00	\$5,600.00
43.	652 LF	Fire Lane Marking, ONE _____ Dollars and FIFTY _____ Cents per Linear Foot	\$1.50	\$978.00
44.	46 EA	Wheelstop, ONE HUNDRED FIFTY _____ Dollars and ZERO _____ Cents per Each	\$150.00	\$6,900.00
45.	3 EA	Blue Reflector, THIRTY _____ Dollars and ZERO _____ Cents per Each	\$30.00	\$90.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
46.	15 EA	ADA Parking Sign & Post, FIVE HUNDRED FIFTY _____ Dollars and ZERO _____ Cents per Each	\$550.00	\$8,250.00
TRAFFIC				
47.	35 LF	2" CONDT PVC SCH, THIRTY THREE _____ Dollars and ZERO _____ Cents per Linear Foot	\$33.00	\$1,155.00
48.	2 EA	Audible Pedestrian Pushbutton Station, NINE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$900.00	\$1,800.00
49.	35 LF	3/C 14 AWG Multi- Conductor Cable, TWO _____ Dollars and ZERO _____ Cents per Linear Foot	\$2.00	\$70.00
50.	1 EA	Furnish/Install 5' Pedestrian Push Button Pole , TWO THOUSAND FIVE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$2,500.00	\$2,500.00
51.	2 EA	RRFB Assembly Double Sided (Solar), EIGHTEEN THOUSAND _____ Dollars and ZERO _____ Cents per Each	\$18,000.00	\$36,000.00
52.	9 EA	Furnish/Install Alum Sign Ground Mount City Std., SIX HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$600.00	\$5,400.00
53.	1 EA	Install Alum Sign Ground Mount, SEVEN HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$700.00	\$700.00
54.	32 EA	REF PAV MRK TY I(W) 18" (YLD TRI) (100MIL), FIFTY _____ Dollars and ZERO _____ Cents per Each	\$50.00	\$1,600.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
55.	32 EA	PAVEMENT SEALER (YLD TRI), SIX _____ Dollars and ZERO _____ Cents per Each	\$6.00	\$192.00
56.	32 EA	PAV SURF PREP FOR MRK (18") (YLD TRI), SIX _____ Dollars and ZERO _____ Cents per Each	\$6.00	\$192.00
57.	88 LF	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL), THIRTEEN _____ Dollars and ZERO _____ Cents per Linear Foot	\$13.00	\$1,144.00
58.	88 LF	PAVEMENT SEALER 24", ONE _____ Dollars and ZERO _____ Cents per Linear Foot	\$1.00	\$88.00
59.	88 LF	PAV SURF PREP FOR MRK (24"), ONE _____ Dollars and ZERO _____ Cents per Linear Foot	\$1.00	\$88.00
60.	3 EA	REFL PAV MRK TY I(W) (ARROW) (100MIL), TWO HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$200.00	\$600.00
61.	3 EA	PAVEMENT SEALER (ARROW), TEN _____ Dollars and ZERO _____ Cents per Each	\$10.00	\$30.00
62.	3 EA	PAV SURF PREP FOR MRK (ARROW), TEN _____ Dollars and ZERO _____ Cents per Each	\$10.00	\$30.00
63.	1 EA	REFL PAV MRK TY I (W) (DBL ARROW)(100 MIL), TWO HUNDRED FIFTY _____ Dollars and ZERO _____ Cents per Each	\$250.00	\$250.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
64.	1 EA	PAVMENT SEALER (DBL ARROW), TEN _____ Dollars and ZERO _____ Cents per Each	\$ 10.00	\$ 10.00
65.	1 EA	PAV SURF PREP FOR MRK (DBL ARROW), TEN _____ Dollars and ZERO _____ Cents per Each	\$ 10.00	\$ 10.00
66.	35 EA	REFL PAV MRKR TY II-C-R, TEN _____ Dollars and ZERO _____ Cents per Each	\$ 10.00	\$ 350.00
67.	35 EA	TRAFFIC BUTTON TY W, TEN _____ Dollars and ZERO _____ Cents per Each	\$ 10.00	\$ 350.00
WATER				
68.	169 LF	8" PVC Water Pipe, NINETY _____ Dollars and ZERO _____ Cents per Linear Foot	\$ 90.00	\$ 15,210.00
69.	119 LF	6" PVC Water Pipe, SEVENTY THREE _____ Dollars and ZERO _____ Cents per Linear Foot	\$ 73.00	\$ 8,687.00
70.	3 EA	8" Gate Valve, FOUR THOUSAND ONE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$ 4,100.00	\$ 12,300.00
71.	2 EA	6" Gate Valve, THREE THOUSAND FOUR HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$ 3,400.00	\$ 6,800.00
72.	1 EA	Fire Hydrant Assembly, FIFTEEN THOUSAND _____ Dollars and ZERO _____ Cents per Each	\$ 15,000.00	\$ 15,000.00
73.	1 EA	Salvage Existing 8" Gate Valve, THREE THOUSAND _____ Dollars and ZERO _____ Cents per Each	\$ 3,000.00	\$ 3,000.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
74.	1 EA	Salvage Existing 6" Gate Valve, THREE THOUSAND _____ Dollars and ZERO _____ Cents per Each	\$3,000.00	\$3,000.00
75.	9 EA	Adjust Existing Gate Valve to Final Grade, TWO THOUSAND EIGHT HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$2,800.00	\$25,200.00
76.	2 EA	Connect to Existing Water(4"-12") THIRTEEN THOUSAND _____ Dollars and ZERO _____ Cents per Each	\$13,000.00	\$26,000.00
77.	1 TON	Ductile Iron Fittings, FIVE THOUSAND _____ Dollars and ZERO _____ Cents per Ton	\$5,000.00	\$5,000.00
78.	288 LF	Trench Safety, FIFTY _____ Dollars and ZERO _____ Cents per Linear Foot	\$50.00	\$14,400.00
LANDSCAPE				
79.	17,867 SF	Pedestrian Concrete Pavement (5" Thick) NINE _____ Dollars and FIFTY _____ Cents per Square Foot	\$9.50	\$169,736.50
80.	7,075 SF	Pedestrian Brick Unit Pavers, TWENTY TWO _____ Dollars and ZERO _____ Cents per Square Foot	\$22.00	\$155,650.00
81.	774 SF	Decorative River Rocks, FORTEEN _____ Dollars and ZERO _____ Cents per Square Foot	\$14.00	\$10,836.00
82.	3,045 SF	Decomposed Granite, FIVE _____ Dollars and ZERO _____ Cents per Square Foot	\$5.00	\$15,225.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
83.	10,887 SF	Shrub Areas, SEVEN _____ Dollars and FORTY _____ Cents per Square Foot	\$7.40	\$80,563.80
84.	11,200 SF	Solid Sod Areas, ZERO _____ Dollars and NINETY _____ Cents per Square Foot	\$0.90	\$10,080.00
85.	557 LF	Steel Edging, THIRTEEN _____ Dollars and ZERO _____ Cents per Linear Foot	\$13.00	\$7,241.00
86.	30 EA	Large Trees, ONE THOUSAND FIVE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$1,500.00	\$45,000.00
87.	16 EA	Ornamental Trees, NINE HUNDRED FORTY _____ Dollars and ZERO _____ Cents per Each	\$940.00	\$15,040.00
88.	76 EA	Irrigation - Tree Bubblers, SIXTY FIVE _____ Dollars and ZERO _____ Cents per Each	\$65.00	\$4,940.00
89.	11,200 SF	Irrigation - Spray, ONE _____ Dollars and EIGHTY _____ Cents per Square Foot	\$1.80	\$20,160.00
90.	10,887 SF	Irrigation - Drip, ONE _____ Dollars and EIGHTY _____ Cents per Square Foot	\$1.80	\$19,596.60
91.	2 EA	Irrigation Controler & Rain/Freeze Sensor, TWO THOUSAND FIVE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$2,500.00	\$5,000.00
92.	33 EA	Light Poles, NINE THOUSAND NINE HUNDRED _____ Dollars and ZERO _____ Cents per Each	\$9,900.00	\$326,700.00

ITEM NO.	ESTIMATED QUANTITY	NAME OF PAY ITEM WITH UNIT BID PRICE IN WORDS	UNIT BID PRICE	AMOUNT BID
93.	1 LS	Electrical Improvements, ONE HUNDRED SEVENTY THOUSAND Dollars and ZERO Cents per Lump Sum	\$170,000.00	\$170,000.00
94.	3 EA	Litter Receptacle (Includes Installation), TWO THOUSAND Dollars and ZERO Cents per Each	\$2,000.00	\$6,000.00
95.	4 EA	Site Furniture, THREE THOUSAND Dollars and ZERO Cents per Each	\$3,000.00	\$12,000.00

MISC

96.	1 LS	SWPPP ≥ 1 Acre, TEN THOUSAND Dollars and ZERO Cents per Lump Sum	\$10,000.00	\$10,000.00
97.	1 LS	Traffic Control, THIRTY THOUSAND Dollars and ZERO Cents per Lump Sum	\$30,000.00	\$30,000.00
98.	9 EA	Bollards, ONE THOUSAND FIVE HUNDRED Dollars and ZERO Cents per Each	\$1,500.00	\$13,500.00

It is understood that the TOTAL BID for the ELLISON STREET & PARKING IMPROVEMENTS will only be used as a basis for comparison of bids and award of Contract. The total payment to the Successful Bidder will be the Amount Bid adjusted by additions and/or deletions of actual amounts or quantities used.

REMOVAL TOTAL	\$ 547,600.50
PAVING TOTAL	\$ 1,049,702.00
TRAFFIC TOTAL	\$ 52,559.00
WATER TOTAL	\$ 134,597.00
LANDSCAPE TOTAL	\$ 1,073,768.90
MISC TOTAL	\$ 53,500.00
PROJECT GRAND TOTAL	\$ 2,911,727.40


TOTAL of ALL EXTENDED PRICES FOR ESTIMATED QUANTITEIS OF WORK \$ 2,911,127.40

CONTRACT TIME in CALENDAR DAYS: 270 Days

If awarded, a copy of this ARTICLE 5 form shall be included with the project specific proposal agreement for final signatures. Otherwise LEAVE BLANK and execute this bid form under ARTICLE 9.

Total Base Bid
Agreed by Bidder:
[Signature]

[Printed name]


Harmon R. Esber #

Approved By:
[City of Burleson]

[Printed name]

Notes:

1. Bidder understands the Owner/Agent reserves the right to reject any irregular bids. The bidder agrees this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
2. The bidder shall submit a unit price on all items of the proposal, failure to submit a unit bid price for any item in either bid schedule may result in a disqualification of the bidder.
3. If during the investigation of the submitted bid, the Engineer encounters computational errors, the total price for submitted item(s) will be evaluated by the Engineer using the Unit Price submitted and the quality shown on the proposal.
4. In the event that a discrepancy occurs between the number Unit Price and the worded Unit Price, the worded Unit Price will prevail.
5. The Owner/Agent reserves the right to award each bid schedule, alternate bid items, or combination of bid schedules and alternate bid items in the manner that is deemed to be most beneficial and advantageous to the Owner.
6. Base bid unit prices shall precede measure and payment directives in the technical specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Contract.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. List of Project References;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Required Bidder Qualification Statement with supporting data;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER:

[Indicate correct name of bidding entity]

2L construction LLC

By: 
[Signature]

[Printed name] Harmon R. Fisher III

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
[Signature]

[Printed name] Harmon R. Fisher III

Title: President

Submittal Date: 12/22/2023

Address for giving notices:

PO Box 397, Rhame Tx 76078

Telephone Number: 940-433-2670

Fax Number: 940-433-2120

Contact Name and e-mail address: Chip Fisher

chip@2lconstruction.com

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Harmon Fisher / 2L Construction LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Harmon Fisher
Signature of vendor doing business with the governmental entity

12/21/23
Date

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers
American Consulting Engineers Council
American Society of Civil Engineers
Construction Specifications Institute

The contents of this statement are **CONFIDENTIAL**.

Submitted by:

Name of Organization 2L Construction LLC

Name of Individual Harmon R. Fisher III

Title President

Address 200 Boyd Business Pkwy, Boyd, Tx 76023

Telephone 940-433-2670

Submitted to:

Name City of Burleson

Address 141 W. Renfro St, Burleson Tx 76107

Telephone 817-426-9646

Project Name and Description (if applicable)
West Ellison Street & Parking Improvements

Contractor's General Business Information

Check If:

Corporation Partnership Joint Venture Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

4/22/04 Texas

b. List of Executive Officers

Name	Title
<u>Harman R. Fisher III</u>	<u>President</u>

If Partnership:

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

General Publicly Traded

Limited Other (describe): _____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

If Sole Proprietorship:

a. Date and State of Organization _____

b. Name and Address of Owner or Owners

1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.
Box Bonding Agency 1200 S. Main St, Suite 1100
Grapevine, TX 76051 817-665-1515, Steven Lewis

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563? Yes No

If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it? Yes No
If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization? Yes No
If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner? Yes No
If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.
Site demolition, earthwork, subgrade prep, concrete paving

10. If required, can your organization provide a bid bond for this project? Yes No

11. What is your approximate total bonding capacity?

\$500,000 to \$2,000,000

\$2,000,000 to \$5,000,000

\$5,000,000 to \$10,000,000

\$10,000,000 or more

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

we follow a written safety program and have
weekly safety meetings

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Frost

Address 1240 Keller Pkwy, Suite 100 Keller, TX 76248

Account Manager Travis Inge

Telephone 817-420-5122

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Harmon R. Fisher III

Title: President

Dated: 12/21/2023

SCHEDULE A

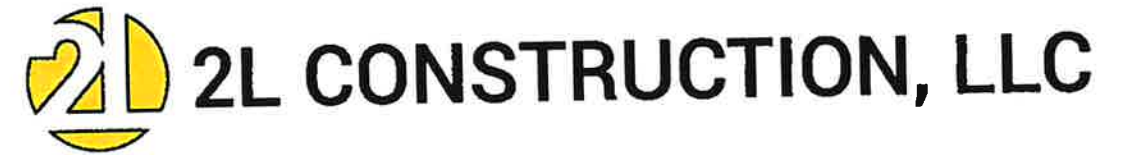
Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Reference/Contract Include Address and Phone
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See Attached.

SCHEDULE B

Name, Location and Description of Project	Owner	Design Engineer	Date Completed	Contract Price	Amount Completed	Date of Scheduled Completion	Reference/Contract Include Address and Phone
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See attached



Reference - Experience

In Progress Projects

- **City of Fort Worth – 4/2023 - Present**
 - **Marine Creek Ranch Park and Trail**
 - 47 Sta Prep Right-of-Way
 - 1,755 SY Concrete Sidewalk Removal
 - 450 EA Tree Removal
 - 10,425 SF Concrete Parking Lot Removal
 - 4,875 LF Tree Protection Fencing
 - 2,840 LF Silt Fence
 - 9,716 CY Earthwork
 - 8,060 SY Concrete Trail/Sidewalk
 - 18,482 SF Concrete Parking Lot Paving w/ Lighting
 - 4,950 SF Concrete Basketball Court w/ Lighting & Bleachers
 - 1 EA 24' Dia Octagon Pavilion
 - 1 EA 4' 3-Sided Kiosk
 - 7,723 SF Playground w/ Associated Drainage
 - 2,050 SF Playground Perimeter Sidewalk w/ 313 LF Integral Concrete Beam
 - 1 EA 30' x 12' Pedestrian Bridge
 - 1 EA 70' x 12' Pedestrian Bridge
 - 1,600 SF Prefabricated Concrete Boardwalk System
 - 7,400 SY Block Sodding
 - 66,335 SY Hydroseeding
 - **Contract Value – \$ 2,816,947.60**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Helen Florez**
 - City of Fort Worth, 4200 South Freeway, Fort Worth, TX 76115
 - 817-392-7372

- **City of Fort Worth – 4/2022 - Present**
 - **Trail Gap Connections**
 - 91 Sta Prep Right-of-Way
 - 2,225 SY Concrete Sidewalk Removal
 - 114 EA Tree Removal

- 354 LF Concrete Curb Removal
- 188 LF Retaining Wall Removal
- 237 LF Fence Removal
- 4,590 LF Tree Protection Fencing
- 3,085 LF Silt Fence
- 4,515 CY Excavation
- 1,666 CY Embankment
- 831 CY Imported Fill
- 9,370 SY Concrete Sidewalk
- 360 LF Concrete Curb & Gutter
- 3,919 SF Concrete Edge/Wall
- 19 EA ADA Curb Ramps
- 22 EA 18" Dia x 20' Drilled Shafts
- 134 CY Cast in Place Concrete Sidewalk on Piers
- 100 LF Guardrail
- 6,435 SY Block Sodding
- 38,300 SF Hydroseeding & Soil Retention Blankets
- 40 LF Pedestrian Bridge (I-Beam w/ Composite Decking)
- 1 LS Intersection Pedestrian Signals
- 1 LS Intersection Striping & Street Signs
- Contract Value – \$ 1,733,225.00
- Payment/Performance Bond Required- Yes
- Contact – Kevin Rodriguez
 - City of Fort Worth, 4200 South Freeway, Fort Worth, TX 76115
 - 817-392-5746

Completed Projects

- City of Denton – 8/2022 to 5/2023
 - North Texas Boulevard Widening & Improvements Project at Apogee Stadium
 - 120 SY Pavement Removal
 - 1,170 LF Concrete Curb Removal
 - 280 SY Concrete Sidewalk Removal
 - 700 SY Asphalt Paving Removal
 - Roadway Illumination
 - 1,695 SY Type A Grade 1 Flex Base
 - 1,340 SY Asphalt Paving
 - 120 SY 8" Concrete Paving
 - 1,1440 LF Concrete Curb & Gutter
 - 3,750 SF Concrete Sidewalk
 - 6 EA ADA Ramps
 - 1,510 LF Thermoplastic Striping
 - 1 LS Irrigation System

- 3 EA Pedestrian Pushbutton Assemblies
 - PTZ Camera and Cabling
 - VIVDS Camera and Cabling
 - 1 EA Traffic Signal Pole and Arm (48')
 - Contract Value – \$ 764,586.50
 - Payment/Performance Bond Required- Yes
 - Contact – Robin Davis
 - City of Denton, Project Manager, 901-B Texas Street, Denton, TX 76209
 - 940-349-7713

- City of Burleson – 3/2023 to 5/2023
 - City Hall West Parking Lot
 - 2,014 SY Asphalt Parking Lot Removal
 - 2,079 6" Lime Stabilized Subgrade
 - 1,781 SY 2" Ty D Asphalt Paving
 - 1,781 SY 4" Ty B Asphalt Paving
 - 182 SY 6" Concrete Paving
 - 216 SY 4" Concrete Sidewalk
 - Parking Lot Striping and Signage
 - 2 EA Relocate Existing Light Pole
 - 4 EA Paint Existing Light Poles
 - Contract Value – \$ 418,594.00
 - Payment/Performance Bond Required- Yes
 - Contact – Travis Rosenbaum
 - City of Burleson, Public Works Civil Engineer, 414 W. Renfro St, Burleson, TX 76028
 - 817-426-9620

- City of Plano – 8/2022 to 8/2022
 - Legacy Trail Railing at McDermott Road
 - 135 LF 48" TXDOT Pedestrian Railing (TY PR11)
 - Contract Value – \$ 44,550.00
 - Payment/Performance Bond Required- Yes
 - Contact – Lance Knox
 - City of Plano, Senior Park Planner, 5901 Los Rios Blvd, Plano, TX 75074
 - 972-941-7532

- City of Burleson – 3/2022 – 8/2022
 - Prairie Timber Park Sidewalk and Drainage Improvements
 - 680 SY Remove Concrete Sidewalk
 - 800 CY Imported Fill
 - 790 SY 4" Concrete Sidewalk
 - 154 LF 18" RCP
 - 20 EA Safety End Treatments

- 3 EA Concrete Sidewalk Bridge
 - 1 EA Metal Concrete Flume
 - 140 SY 4" Concrete Rip Rap
 - Contract Value – \$ 221,295.00
 - Payment/Performance Bond Required- Yes
 - Contact – David Lopez
 - City of Burleson, Deputy Director of Parks, 141 W Renfro Street, Burleson, TX 76028
 - 817-426-9297
- City of Plano – 9/2021 to 6/2022
 - Preston Ridge Trail Connector
 - 400 SY Remove Concrete Sidewalk
 - 260 SY Remove Concrete Median Nose
 - 2,100 SY Block Sod
 - 1,115 CY Unclassified Excavation
 - 70 SY Cement Treated Base at Railroad Crossing
 - 255 SY 7" Concrete Trail
 - 1,590 SY 6" Concrete Trail
 - 2 EA Median Nose
 - 140 SY Asphalt Paving at Railroad Crossing
 - 8 EA ADA Ramps
 - 1 LS Intersection Striping and Crosswalks
 - 112 LF 42" Bicycle Railing
 - 502 LF 3-Strand Barbed Wire Fencing
 - 35 LF 18" RCP at Railroad Crossing
 - 40 LF 42" RCP at Railroad Crossing
 - 1 EA 18" Type B Headwall at Railroad Crossing
 - 1 EA 42" Type B Headwall at Railroad Crossing
 - 2 EA 4' Wye Inlet at Railroad Crossing
 - Railroad Coordination and Flagging
 - 600 SF Concrete Retaining Wall w/ Stone Veneer
 - Contract Value – \$ 510,764.00
 - Payment/Performance Bond Required- Yes
 - Contact – Lance Knox
 - City of Plano, Senior Park Planner, 5901 Los Rios Blvd, Plano, TX 75074
 - 972-941-7532
- Town of Northlake – 1/2021 – 4/2022
 - Canyon Falls and Dale Earnhardt Way Pavement Repairs
 - 39,690 SF Concrete Street Removal
 - 4,840 SY 6" Type A Grade 1 Flex Base
 - 2,810 SY 6" Concrete Street Paving
 - 1,600 SY 8" Concrete Street Paving

- 8,731 CY Sanitary Sewer Trench Excavation and Recompation
 - **Contract Value – \$ 601,687.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Eric Tamayo**
 - **Town of Northlake, 1400 FM 407, Northlake, TX 76247**
 - **940-242-5704**
- **City of Fort Worth – 12/2020 - 12/2021**
 - **South Stayton Street Realignment**
 - 1,262 SY Removal of Concrete Street Paving
 - 5 EA Tree Removal
 - 895 CY Unclassified Excavation
 - 1,390 SY 6" Type A Grade 1 Flex Base
 - 1,346 SY 6" Concrete Street Paving
 - 5 EA ADA Ramps
 - 6,679 SF Clay Brick Pavers
 - 4 EA Pedestrian Push Button Stations
 - 4 EA Hybrid Detection System
 - 3 EA Traffic Signal Pole and Arm
 - 6 EA Roadway Illumination Poles and Fixtures
 - 1 LS Intersection Striping, Crosswalks and Turn Lanes
 - **Contract Value – \$ 840,250.64**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Leon Wilson**
 - **City of Fort Worth, PE Public Works, 200 Texas Street, Fort Worth, TX 76102**
 - **817-392-6591**
- **City of Denton – 10/2020 – 5/2022**
 - **West Hickory Street Paving, Lighting & Drainage Improvements**
 - 3,133 LF Concrete Curb & Gutter Removal
 - 12,975 SF Concrete Sidewalk Removal
 - 7,999 SF Concrete Driveway Removal
 - 500 CY Flowable Fill Removal
 - 9,300 SY Asphalt Street Paving Removal
 - 9,800 SY 12" Lime Stabilization
 - 9,600 SY Asphalt Street Paving
 - 15,695 4" Concrete Sidewalk
 - 3,418 LF Concrete Curb & Gutter
 - 26 ADA Ramps
 - 64 SY 8" Valley Gutter
 - 791 SY Concrete Driveway Approach
 - 2,533 SY Block Sod
 - 2,118 LF Pavement Striping
 - 190 LF Stop Bar Striping

- 446 LF Pedestrian Crosswalk Striping
 - 2,005 LF Bike Lane Striping
 - 12 EA Water Service Lowering
 - 51 EA New Water Meter Boxes
 - 8 EA Sanitary Sewer Service Lowering
 - 750 LF Removal of Storm Drain Pipe
 - 6 EA Remove Storm Drain Structures
 - 47 LF 15" RCP
 - 85 LF 18" RCP
 - 381 LF 24" RCP
 - 22 LF 30" RCP
 - 545 LF 4'x3' RCB
 - 6 EA 10' Curb Inlet
 - 1 EA 12' Curb Inlet
 - 1 EA 14' Curb Inlet
 - 1 EA 15' Curb Inlet
 - 5 EA Cast In Place Junction Boxes
 - Contract Value – \$ 2,139,047.00
 - Payment/Performance Bond Required- Yes
 - Contact – Kyle Pedigo
 - City of Denton, Project Manager, 901-B Texas Street, Denton, TX 76209
 - 940-349-8425
- City of Plano (TxDOT) – 11/2018 to 10/2020
 - Plano Transit Village Veloweb
 - 52 Sta Prep Right-of-Way
 - 580 SY Concrete Rip Rap Removal
 - 1,025 CY Excavation (Roadway)
 - 3,179 CY Embankment (TY B)
 - 7,036 SY Block Sodding
 - 2,280 VF 24" Drill Shaft
 - 13,880 SF Cast-In-Place Concrete Retaining Wall
 - 157 CY Concrete Rip Rap
 - 60 LF 18" RCP
 - 20 LF 30" RCP
 - 109 LF 36" RCP
 - 26 LF 60" RCP
 - 4 EA Drainage Inlets
 - 18 MO Traffic Control
 - 3,402 LF Erosion Control
 - 77 SY 4" Concrete Sidewalks
 - 6,580 SY 6" Concrete Sidewalks
 - 13 EA ADA Ramps
 - 1,679 LF 6' Chain Link Fencing

- 48 EA Install Small Road Signs
 - 2,835 LF Pavement Striping
 - **Contract Value – \$ 2,310,212.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Lance Knox**
 - City of Plano, Senior Park Planner, 5901 Los Rios Blvd, Plano, TX 75074
 - 972-941-7532

- **City of Fort Worth (TxDOT) – 4/2018 to 11/2020**
 - **Trinity Trails East**
 - 70 Sta Prep Right-of-Way
 - 50 SY Concrete Paving Removal
 - 3,127 CY Excavation
 - 10,683 CY Embankment (TYC)
 - 510 CY Backfill Pavement Edges (TY A)
 - 3,817 SY Block Sodding
 - 10,543 SY Broadcast Seeding (Bermuda)
 - 5,524 SY Broadcast Seeding (Native)
 - 18,231 SY Rework Base (8")
 - 88 VF 24" Drilled Shaft
 - 43 CY Class C Concrete Abutment
 - 50 CY Approach Slab
 - 34 CY 12" Rip Rap
 - 128 CY 24" Rip Rap
 - 668 LF Railing (TY E)
 - 24 LF 5' x 4' Box Culvert
 - 4 EA 24" Headwalls
 - 2 EA 6' Wing Walls
 - 10 MO Traffic Control
 - 15,224 LF Erosion Control
 - 18,231 SY 5" Concrete Sidewalk
 - 36 EA Install Small Road Signs
 - 1 EA 80' Prefabricated Steel Truss Bridge
 - 176 LF Precast Concrete Boardwalk System
 - **Contract Value – \$ 2,277,943.30**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Clarence Bryant**
 - City of Fort Worth, Project Manager, 4200 South Freeway, Suite 2200, Fort Worth, TX 76115
 - 817-392-5609

- **City of Fort Worth (TxDOT) – 4/2017 to 4/2021**
 - **Trinity Trails East Bank Extension**
 - 4,372 Excavation and Embankment

- 2,436 SY Block Sod
- 1,218 SY Soil Retention Blanket
- 12,604 LF Soil Nail Anchors
- 5,405 SF Cast-In-Place Retaining Wall
- 9,427 SF Soil Nail Wall w/ Cast-In-Place Wall Fascia
- 382 CY 12" Rip Rap
- 430 LF Concrete Mow Strip
- 2,819 LF Pedestrian Rail
- 172 LF 18", 24" & 36" RCP
- 4 EA Cast-In-Place Inlets
- 2 EA Safety End Treatments
- 398 SY Remove Stone Rip Rap
- 3,625 SY 4" Concrete Sidewalk
- 36 EA LED Step Lights
- 5 EA Bridge Flood Lights
- 1 LS Electrical Service
- 5 EA Road Signs
- 4,101 LF Pavement Striping
- 182 SY Decomposed Granite
- **Contract Value – \$1,875,324.65**
- **Payment/Performance Bond Required- Yes**
- **Contact – Clarence Bryant**
 - City of Fort Worth, Project Manager, 4200 South Freeway, Suite 2200, Fort Worth, TX 76115
 - 817-392-5609
- **City of Arlington – 2/2017 to 11/2017**
 - **Eden Road Park Improvements**
 - 1,275 SY 7" Parking Lot
 - 22,935 SF 6" Concrete Trail (8' wide)
 - 2,589 SF 6" Concrete Trail (6' Wide)
 - 2,450 SF 6" Misc Concrete
 - 390 LF Concrete Playground Perimeter Beam
 - 30' Hexagonal Pavilion and Slab
 - 9 EA Picnic Tables
 - 1 EA Drinking Fountain
 - 6 EA Benches
 - 3 EA BBQ Grills
 - 145 LF Concrete Mow Strip
 - 1 LS Landscape and Irrigation
 - 170 LF Water Service Line
 - 1 LS Electrical Service, pavilion electrical and Parking Lot Lighting
 - 565 LF Split Rail Fence
 - 7 EA Trash Receptacles

- 3 EA Pet Waste Station
 - 1 EA Motorized Access Gate
- **Contract Value – \$1,020,742.00**
- **Payment/Performance Bond Required- Yes**
- **Contact – Eric Seebock**
 - **City of Arlington, Parks Planner, 717 W Main St, Arlington, TX 76013**
 - **817-459-5489**
- **City of Bridgeport (TxDOT) – 10/2017 to 8/2018**
 - **17th Street Sidewalk Improvements**
 - 75 LF Remove Curb & Gutter
 - 270 SY Remove Asphalt Pavement
 - 1,842 SY 4" Compost and Block Sodding
 - 270 SY 6" Flexbase
 - 19 TN Asphalt Pavement
 - 270 SY 6" Concrete Pavement
 - 244 SF Integral Sidewalk Retaining Wall
 - 30 LF Pedestrian Rail
 - 470 LF Monolithic Curb
 - 29 EA Curb Ramps
 - 1,562 SY 4" Concrete Sidewalk
 - 1,213 LF 12" & 24" Pavement Markings
 - 3 EA Road Signs
 - 1 EA Metal Sidewalk Drain
 - **Contract Value – \$273,503.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Jessica McEarchen**
 - **City of Bridgeport, City Manager, 900 Thompson Street, Bridgeport, TX 76426**
 - **940-683-3402**
- **City of Lewisville (Federally Funded) – 7/2017 to 11/2017**
 - **Poydras and Decker Lane Road Improvements**
 - 1,178 SY 4" Topsoil
 - 478 SY Sodding
 - 990 SF Remove Concrete Paving
 - 28,130 SF Remove Asphalt Paving
 - 159 CY Roadway and Channel Excavation
 - 113 SY Flexbase
 - 20 SY Asphalt Pavement
 - 3,651 SY 7" Concrete Roadway Pavement
 - 52 LF Curb & Gutter
 - 40 SY Concrete Sidewalk
 - 2 EA Fire Hydrant Relocations
 - 4 EA Water Service Relocations

- **Contract Value - \$396,446.30**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Toby McGuire**
 - **City of Lewisville, Operations Supervisor, 151 W. Church St., Lewisville, TX 75057**
 - **972-219-3511**
- **City of Arlington – 4/2016 to 8/2017**
 - **Julia Burgen Park Development**
 - **6,566 LF concrete curb & gutter removal**
 - **126,416 SF asphalt paving removal**
 - **14,359 SF concrete paving removal**
 - **1 LS miscellaneous utility removal**
 - **7,950 CY Earthwork**
 - **64,869 SF 10' Wide Concrete Trail**
 - **16,697 SF 6" parking lot & driveway**
 - **1,612 LF concrete curb & gutter**
 - **8,700 SF 6" asphalt paving**
 - **628 LF 8" concrete mowstrip**
 - **9 EA Park Benches**
 - **4 EA Picnic Tables**
 - **8 EA trash receptacles**
 - **1 EA bike rack**
 - **1 EA water fountain**
 - **1 LS 2 to 5 year old playground**
 - **1 LS 5 to 12 year old playground**
 - **1 LS freestanding swing equipment**
 - **628 LF Split Rail Cedar Fence w/ electronic entry gate**
 - **1 EA 40' hexagonal pavilion with electrical, masonry, slab, etc**
 - **340,236 SF irrigation system**
 - **20 EA trees**
 - **Contract Value – \$1,734,689.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Mitali Mandlekar**
 - **City of Arlington, Parks Project Manager, 717 W Main St, Arlington, TX 76013**
 - **817-459-5478**
 - **City of Boyd – 11/2015 to 10/2016**
 - **2015 Knox Street Paving Improvements**
 - **8,478 SY remove asphalt and flex base paving**
 - **686 LF pipe culvert removal**
 - **1,148 CY earthwork**
 - **7,842 SY 2" asphalt surface overlay**
 - **7,842 SY 6" crushed rock base**

- 5,066 LF 8" x 8" concrete pavement edge
 - 8,991 SF concrete sidewalk
 - 900 LF 12", 15" and 18" RCP
 - 58 EA 12", 15" and 18" TY II safety end treatment
 - Contract Value - \$546,212.00
 - Payment/Performance Bond Required- Yes
 - Contact – Greg Arrington
 - City of Boyd, City Administrator, PO Box 216, Boyd, TX 76023
 - 940-433-5166

- City of Keller – 12/2015 to 10/2016
 - Bear Creek Park Renovations - 2015
 - 1,000 SF demo existing CMU pavilion
 - 5,950 SF remove concrete paving
 - 41,540 SF remove asphalt paving
 - 2,925 LF remove bollard fence
 - 6,771 LF concrete curb & gutter
 - 5,176 SY 8" asphalt paving
 - 2,800 SY cement stabilize existing paving & overlay w/ 4" asphalt
 - 9,529 SY 2" asphalt overlay
 - 3,820 SY concrete trail
 - 4 EA water fountains
 - 4 EA removable bollards
 - 640 LF pipe rail barrier
 - 1 EA 30' pavilion
 - 1 EA 60' x 40' pavilion
 - 1 EA masonry dumpster enclosure
 - 5 EA backstops
 - 2 EA full court basketball courts with goals
 - 4 EA pickle ball courts with nets
 - 34 EA trees
 - 51,370 SY landscaping
 - 1 LS renovation of existing historical wood pedestrian bridge
 - Contract Value - \$1,745,410.00
 - Payment/Performance Bond Required- Yes
 - Contact – Gary Davis
 - City of Keller, Park Maintenance & Development Manager, 1100 Bear Creek Parkway, Keller, TX 76244
 - 817-743-4057

- City of Highland Village – 10/2014 to 9/2015
 - Lakeside Community Park
 - 1,560 SY 6" Concrete Parking Lot
 - 1,413 SY 5" Concrete Trail & Sidewalk

- 1 EA Prefabricated Restroom Building including Subgrade Preparation
 - 1 EA 30' x 30' Pavilion Shelter including Foundation, Electrical & Masonry
 - 1 EA 20' x 30' Pavilion Shelter including Foundation, Electrical & Masonry
 - 155 SF Detectable Warning Strips
 - 1 EA Sewer Service to Restroom
 - 1 EA Water Service to Restroom and both Pavilions
 - Contract Value - \$625,044.00
 - Payment/Performance Bond Required- Yes
 - Contact – Fince Espinoza
 - City of Highland Village, Recreation and Park Project Superintendent, 1000 Highland Village Rd., Highland Village, TX 75077
 - 972-317-7430
- Town of Flower Mound – 6/2015 to 2/2016
 - Heritage Park Phase 2 Dog Park
 - 3 AC Clear and Grubb Heavy Trees
 - 2,500 CY Earthwork
 - 187,359 SF Solid Sod
 - 8,546 SF Concrete Parking Spaces
 - 12,848 SF Concrete Fire Lane
 - 10,362 SF Concrete Sidewalk
 - 2,018 LF 6' Galvanized Chain Link Fencing
 - 1,344 LF 6' Black Vinyl Chain Link Fencing
 - 14 EA 6' Chain Link Gates
 - 2,792 LF 12" Concrete Mow Strip
 - 5 EA Concrete ADA Ramps
 - 502 LF Copper Water Service Line
 - 3 EA Water Fountains
 - 2 EA Pet Wash Hydrant
 - 1 EA Pedestrian Bridge
 - 365 LF 8" and 12" Storm Drain Line
 - 2 EA 12" Grate Inlets
 - 1 EA 5' Curb Inlet
 - 1 EA Headwall
 - 554 CY Engineered Wood Fiber
 - 1 EA Custom Masonry & Steel "Dog Bone" Park Sign
 - Contract Value - \$877,311.50
 - Payment/Performance Bond Required- Yes
 - Contact – David Bauer
 - Town of Flower Mound, Construction Manager, 2121 Cross Timbers Rd, Flower Mound, TX 75028
 - 972-874-6308
- City of Frisco – 7/2015 to 4/2016

- **Cottonwood Creek Trail**
 - 2,435 CY Earthwork
 - 7,858 SY Concrete Trails
 - 2 EA Rest Station w/ Concrete Wall & Masonry Veneer
 - 1 EA Trail Overlook w/ Concrete Wall & Masonry Veneer
 - 1 EA 60' Pedestrian Bridge
 - 746 SF Concrete Retaining Wall w/ Masonry Veneer
 - 3 EA Low Water Trail Crossing
 - 320 LF Steel Fence w/ Mowstrip
 - 82 LF Custom Heavy Duty Pedestrian Rail
 - 38,090 SF Sod
 - 200 TN River Rock under Bridge
 - 3 EA Emergency Trail Markers
- **Contract Value - \$752,266.00**
- **Payment/Performance Bond Required- Yes**
- **Contact – Ryan Cheff**
 - City of Frisco, Senior Park Planner, 6726 Walnut St, Frisco, TX 75033
 - 972-292-6503

- **Town of Flower Mound – 4/2016 to 7/2016**
 - **2013 & 2014 Sidewalk Links Project**
 - 3,647 SY Concrete Sidewalk
 - 75 SY 6" High-Early Strength Concrete Paving
 - 260 LF 6" High-Early Strength Concrete Curb
 - 3 EA Handicap Ramps
 - 90 LF Steel Pedestrian Handrail
 - **Contract Value - \$213,838.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Matt Hotelling, PE**
 - Town of Flower Mound, Traffic Engineer, 1001 Cross Timbers Suite 2330, Flower Mound, TX 75028
 - 972-874-6303

- **City of Plano – 5/2015 to 5/2016**
 - **BNSF Railroad Right-Of-Way Drainage Improvements**
 - 2,000 CY General Excavation
 - 1 EA Remove Grate Drop Inlet
 - 1 EA Remove 42" Headwall
 - 10 LF Remove 42" RCP
 - 312 LF 42" RCP
 - 25 LF 18" RCP
 - 1 EA 42" Headwall
 - 1 EA 18" Headwall
 - 3 EA Storm Drain Manhole

- 1 EA 8' Curb Inlet
 - 95 CY 3'x3' Gabion Structure
 - 90 CY 1.5'x3' Gabion Structure
 - 35 CY 12" Gabion Mattress
 - 155 CY Concrete Pilot Channel
 - 1,500 SY Permanent Erosion Matting
 - 2 EA Cattle Guards
 - 900 LF Livestock Fencing
 - 4,400 SY Temporary Construction Access Drive
 - 2,200 SY Hydromulch
 - 80 Days BNSF Flagging
 - Contract Value - \$510,050.00
 - Payment/Performance Bond Required- Yes
 - Contact – Husain Hamza, PE
 - City of Plano, Engineer II, 1520 K Avenue, Suite 250, Plano, TX 75074
 - 972-941-7152
- City of Plano – 2/2015 to 2/2016
 - Plano Richardson Murphy Trail Connection, Phase 2, Breckinridge Trail
 - 3,270 CY Earthwork
 - 6,668 SY 12' Wide Concrete Trail
 - 201 SY 8' Wide Concrete Trail
 - 1 LS Subsurface Drainage Structure
 - 264 SF Stone Retaining Wall
 - 1 LS Trail Signage & Striping
 - 11,000 SY Native Grass Seeding
 - Contract Value – \$545,983.00
 - Payment/Performance Bond Required- Yes
 - Contact – Renee Jordan
 - City of Plano, Chief Park Planner, 5901 Los Rios Blvd, Plano, TX 75074
 - 972-941-7267
- City of North Richland Hills (TxDOT) – 7/2013 to 3/2015
 - John Barfield and Calloway Branch Multi-use Trails
 - 30,194 SY 10' Wide Concrete Trail
 - 4 EA Pedestrian Bridges (30', 40', 100' and 120' spans)
 - 6 EA Culvert Crossing from 18" RCP to 10'x5' RCB
 - 42,200 SY Sod and Seed Installation
 - 1 LS Trail Signage and Striping
 - 31,160 CY Earthwork and Excavation
 - 1,250 SY Landscape Pavers
 - 1,500 SF Concrete Retaining Wall with Stone Veneer
 - 960 CY 18" Stone Rip Rap Protection
 - Contract Value – \$2,692,872.00

- **Payment/Performance Bond Required- Yes**
- **Contact – Joe Pack**
 - **City of North Richland Hills, Parks Department, 7301 NE Loop 820, North Richland Hills, TX 76180**
 - **817-427-6622**

- **City of Bedford – 8/2014 to 5/2015**
 - **Meadow Park Trail Extension**
 - **2,330 SY 6" Concrete Trail**
 - **7 EA Intersection Handicap Ramps**
 - **100 LF Block Landscape Wall System**
 - **Contract Value - \$153,522.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Don Henderson**
 - **City of Bedford, Parks Superintendent, 2140 L. Don Dodson, Bedford, TX 76021**
 - **817-952-2308**

- **City of Arlington – 6/2014 to 12/2014**
 - **High Oak Park Improvements**
 - **3,158 SY 5" Concrete Trail (10' & 8' wide)**
 - **125 LF Concrete Retaining Wall with Formliner Face**
 - **505 LF Stone Retaining Wall**
 - **1,605 LF Treated Two Rail Perimeter Fence**
 - **90 LF Stockade Fence**
 - **Contract Value – \$329,018.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – De'Onna Garner**
 - **City of Arlington, Parks Planning Manager, 717 W Main St, Arlington, TX 76013**
 - **817-459-6937**

- **City of Lewisville – 4/2014 to 8/2014**
 - **Walters Street Parking Lot**
 - **3,900 SY 6" Concrete Parking Lot**
 - **125 SY 8" High-Early Strength Concrete Drives**
 - **320 SF 4" Concrete Sidewalk**
 - **6 EA Parking Lot Pole Lights**
 - **1 LS Irrigation System**
 - **1 LS Trees, Shrubs, Steel Edging, Decomposed Granite & Boulders**
 - **302 LF 6' Stockade Cedar Fence**
 - **Contract Value - \$306,488.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Jeff Kelly**

- City of Lewisville, Assistant City Engineer, 151 W. Church St., Lewisville, TX 75057
- 972-219-3492
- **City of Highland Village – 3/2014 to 6/2014**
 - **Brazos Park Parking Lot Project**
 - 2,362 SY 7" Concrete Parking Lot and Drives
 - 77 SY 9" Concrete Drive Approach
 - 3,974 SF 4" & 5" Concrete Trail & Sidewalk
 - 1,111 LF 6" Concrete Curb (parking lot)
 - 42 LF 18" RCP
 - 1 EA 10' Curb Inlet
 - 1 LS Irrigation System & Sodding
 - 7 EA Bollard Lights
 - 313 LF Remove Concrete Curb & Gutter
 - 289 SY 9" Concrete Turn Lane
 - 230 LF 6" Concrete Curb (street)
 - 1 LS Roadway Striping & Signage
 - **Contract Value - \$257,757.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Fince Espinoza**
 - City of Highland Village, Recreation and Park Project Superintendent, 1000 Highland Village Rd., Highland Village, TX 75077
 - 972-317-7430
- **Denton County Fresh Water District – 11/2013 to 7/2014**
 - **Artesia Subdivision Pavement Repair**
 - 11,039 SY Removal of Existing 6" Roadway Pavement
 - 11,039 SY Scarified and Compacted Subgrade
 - 11,039 SY 8" Concrete Roadway Pavement w/ Monolithic Curb
 - **Contract Value – \$741,338.72**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Jim Koehler**
 - Graham Associates Inc, Senior Project Manager, 600 Six Flags Dr, Suite 500, Arlington, TX 76011
 - 817-640-8535
- **City of Arlington (TxDOT) – 3/2013 to 3/2014**
 - **Bowman Branch Trail**
 - 17,522 SY 12' Wide Concrete Trail
 - 4,520 CY Earthwork
 - 1 EA Pedestrian Bridge (30' span)
 - 6 EA Park Benches
 - 4 EA Picnic Tables

- 884 SF Interlocking Articulating Concrete Blocks
 - 2 EA Intersection Signals including VIVDS Cameras and Pedestrian Poles
 - 378 LF Split Rail Cedar Fence
 - 1 EA Trail Head Map Pedestal including Masonry
 - Contract Value – \$1,284,299.30
 - Payment/Performance Bond Required- Yes
 - Contact – De’Onna Garner
 - City of Arlington, Parks Planning Manager, 717 W Main St, Arlington, TX 76013
 - 817-459-6937
- Denton County – 3/2013 to 7/2013
 - Old Alton Drive Culvert Replacement
 - 40 LF Removal of 3 Barrel 60” CMP
 - 80 LF 10’ x 6’ Cast-In-Place Box Culvert
 - 2 EA Concrete Headwalls with Parallel Wings
 - 165 SY 18” Grouted Stone Rip Rap
 - 120 LF Waterline Relocation
 - 65 LF 18” RCP
 - 1 EA Type H Drop Inlet
 - 183 SY 8” HMAC Paving
 - 39 SY 4” HMAC Mowstrip
 - Contract Value – \$266,697.00
 - Payment/Performance Bond Required- Yes
 - Contact – Bennett Howell
 - Denton County, Director of Public Works, 1505 E McKinney St, Suite 175, Denton, TX 76209
 - 940-349-3250
- City of Burleson – 2/2013 to 3/2013
 - Clubhouse Drive Waterline Relocation Project
 - 1 LS De-chlorination of 12” Waterline
 - 250 LF 12” DR-18 Waterline by Open Cut
 - 133 LF 21” Bore with Steel Casing
 - 2 EA Special Waterline Connections (Cut line & install tees and valves within 6 hour window. Waterline was only line feeding subdivision and golf course)
 - 2 EA Cut, Plug and Block Existing 12” Waterline
 - 148 SY Remove & Replace 6” Concrete Pavement with Monolithic Curb
 - Contract Value – \$101,100.00
 - Payment/Performance Bond Required- Yes
 - Contact – Lance Barton
 - City of Burleson, Project Engineer, 141 W Renfro, Burleson, TX 76028
 - 817-426-9621
- City of Fort Worth (TxDOT) – 2/2013 to 10/2013

- **Trail Drivers Park Trail Connection**
 - 2.198 SY 10' Wide Concrete Trail
 - 270 LF Concrete Curb and Gutter
 - 1 EA Portable Toilet Enclosure Including Masonry and Ornamental Steel
 - 1 LS Landscape and Irrigation
 - 1 LS Trail Signage
 - 959 CY Earthwork and Excavation
- **Contract Value – \$268,326.70**
- **Payment/Performance Bond Required- Yes**
- **Contact – Scott Penn**
 - City of Fort Worth, Parks Department District Superintendent, 4200 South Freeway, Suite 2200, Fort Worth, TX 76115
 - 817-392-5750

- **City of Sanger – 11/2012 to 12/2012**
 - **5th Street & Keaton Road Sidewalk & Drainage Improvements**
 - 8,720 SF 4' & 5' Sidewalk
 - 396 LF 24" HDPE Pipe
 - 9 EA 24" Catch Basin
 - 18 LF 10' x 3' Concrete Box Culvert
 - **Contract Value – \$129,165.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Robert Woods**
 - City of Sanger, Public Works Director/City Engineer, 201 Bolivar St., Sanger, TX 76266
 - 940-458-2571

- **City of Aurora (Federally Funded) – 12/2012 to 4/2013**
 - **SH 114 12" Waterline**
 - 3,281 LF of 12" DR18 Waterline
 - 7 EA 12" Gate Valve
 - 7 EA Fire Hydrant Assembly
 - 5 EA Residential 1" Service Line Connection
 - **Contract Value – \$225,080.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Mike Anderson**
 - Belcheff & Associates, City Engineer, 100 Trophy Club Dr, Ste 103, Trophy Club, TX 76262
 - 817-491-2776

- **City of Joshua – 9/2012 to 2/2013**
 - **Detention Pond for Joshua Station**
 - 24,270 CY unclassified pond excavation and grading
 - 500 LF of 6' wide concrete flume

- 92 LF 48" RCP
 - 2 EA cast-in-place 42" concrete headwall, 2 EA cast-in-place 21" concrete headwall
 - 590 SY sod, 16,390 SY hydromulch seeding, 6,225 SY curlex fibernet blanket
 - **Contract Value – \$210,232.75**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Mike Peacock**
 - City of Joshua, Director of Operations, 101 South Main St., Joshua, TX 76058
 - 817-558-7447
- **City of Mansfield – 6/2012 to 12/2012**
 - **Hogpen Branch Linear Detention Facility-Pond B**
 - 320 SY of concrete paving removal
 - 775 CY excavation and construction of imported clay keyway
 - 6,000 CY of berm excavation and fill
 - 270 CY of cast-in-place concrete outfall structure
 - 700 SY of 18" gabion mattress and 302 CY of 3' x 3' gabion basket
 - 2,770 SY of slope protection matting and hydromulch seeding
 - **Contract Value – \$340,270.50**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Gus Chavarria**
 - City of Mansfield, Project Manager, 1200 E. Broad St., Mansfield, TX 76063
 - 817-276-4235
 - **City of Sanger – 6/2012 to 12/2012**
 - **Sims St. & 4th St. Drainage Improvements**
 - 94 LF of 8'x5', 7'x3', and 4'x2' reinforced concrete box culvert
 - 155 LF of 36", 30", 24", and 18" RCP
 - 99 LF of concrete headwalls and wingwalls
 - 445 SY concrete channel paving
 - 4 EA concrete inlets and junction boxes
 - **Contract Value – \$243,152.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Robert Woods**
 - City of Sanger, Public Works Director/City Engineer, 201 Bolivar St., Sanger, TX 76266
 - 940-458-2571
 - **City of Denton – 6/2012 to 3/2013**
 - **Hickory Street Sidewalks & Enhancements**
 - 605 SY of asphalt and concrete paving demolition
 - 1,250 LF of concrete curb & gutter
 - 11,345 SF of 6" and 9" concrete sidewalk
 - 220 LF of 18" RCP

- 8 EA cast-in-place concrete inlets and junction boxes
 - 1 LS miscellaneous site amenities including benches, trash cans, etc
 - 1 LS landscaping including 12 trees w/ bubbler irrigation system and sub drain system
 - Installation of street lighting system including 2 bores under street
 - Installation of pedestrian signal system including 2 bores and one open cut street crossing
 - **Contract Value – \$404,269.14**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Herman Lawson**
 - City of Denton Facilities Management, Special Projects Manager, 869 S. Woodrow, Denton, TX 76205
 - 940-349-7200

- **City of Haslet – 1/2012 to 1/2013**
 - **Buffalo Creek Sanitary Sewer Line**
 - 9,364 LF of 8" to 15" SDR 35
 - 36 LF of 18" bore and casing
 - 29 EA 5' diameter manholes
 - 1 EA abandon existing lift station
 - **Contract Value – \$503,330.80**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Roman Boitsov**
 - Belcheff & Associates, City Engineer, 100 Trophy Club Dr, Ste 103, Trophy Club, TX 76262
 - 817-491-2776

- **City of The Colony – 6/2012 to 12/2012**
 - **Bill Allen Memorial Park Erosion Control Project**
 - 1 EA demolition of existing box culvert bridge and headwalls
 - 1 EA 37' long pedestrian bridge
 - 1,080 SF concrete sidewalks & bike trail
 - 105 CY 18" gabion mattress, 200 CY 3' x 3' gabion basket
 - 1 EA installation of existing street light on new foundation
 - **Contract Value – \$196,122.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Ron Hartline**
 - City of The Colony, City Engineer, 6800 Main St., The Colony, TX 75056
 - 972-624-3148

- **Mansfield Independent School District – 6/2012 to 10/2012**
 - **6th Avenue Transportation Facility Parking Lot Expansion**
 - 2,520 CY excavation and embankment
 - 5,285 SY of 6" flexbase subgrade

- 4,433 SY of 7" concrete bus parking lot
 - 852 SY of 5" concrete vehicular parking lot
 - 335 LF of double barrel 30" RCP
 - 2 EA double barrel 30" cast-in-place concrete headwall with baffles
- Contract Value – \$324,007.25
- Payment/Performance Bond Required- Yes
- Contact – Randy Jandrucko
 - Huckabee Project Management, Project Manager, 1016 Magnolia St, Bldg 400, Mansfield, TX 76063
 - 817-299-6396
- Town of Flower Mound - 6/2011 to 8/2012
 - Wilson-Carmel Park Phase I
 - Clear and grub 9 acres of heavily wooded trees
 - Approximately 20,000 cy of earthwork
 - Installation of 55' long pedestrian bridge
 - Installation and foundation for modular restroom building
 - Installation and foundation for pre-fab 'T-shaped' pavilion
 - Construction of amphitheater foundation
 - 9,805 sy of concrete parking and roadway with associated lime subgrade stabilization
 - Construction of two deceleration lanes and one turn lane on existing roadway
 - 8,750 lf of 8' and 6' concrete trails
 - 1,315 lf of 18", 21", 24" and 30" reinforced concrete pipe
 - Construction of 17 cast in place concrete structure including headwalls, grate inlets, storm drain manholes, and curb inlets
 - Installation of 2,350 lf of 6" and 8" water main line
 - Installation of 4 fire hydrants, 10 gate valves and 2 water services
 - Installation of 254 lf of 8" sanitary sewer line with two manholes
 - Miscellaneous masonry including 3,800 sf of retaining wall, 1 entry monument sign, modular restroom brick veneer, brick columns at pavilion, 2 dumpster enclosures, and miscellaneous landscape items
 - Landscaping including 70,000 sy hydromulch, 3,200 sy sod, 596 small plants
 - Site electrical including parking lot lighting, services to amphitheater and restroom, pavilion lighting and electrical
 - Contract Value – \$2,045,751.00
 - Payment/Performance Bond Required- Yes
 - Contact – David Bauer
 - Town of Flower Mound, Construction Manager, 2121 Cross Timbers Rd, Flower Mound, TX 75028
 - 972-874-6308
- Collin County – 11/2011 to 5/2012
 - CR 134 over Honey Creek Bridge

- 1,166 CY of roadway and channel excavation
 - 261 CY of Cast-in-place 24' x 12' clear span box culvert
 - 120 LF of 120" CMP removal
 - 2 EA 12' wingwalls
 - 819 SY of 8" flex base under roadway
 - 71 tons asphalt paving
 - Miscellaneous striping, guardrail, and fencing
 - Contract Value – \$267,750.70
 - Payment/Performance Bond Required- Yes
 - Contact – Jeff Durham
 - Collin County, Parks and Project Manager, 825 N McDonald, Ste 145, McKinney, TX 75069
 - 972-548-3723
- City of Corinth – 8/2011 to 12/2011
 - Elm Fork Elevated Walkway
 - 102 CY of walkway and trail Prep on core of engineers property
 - 140 LF of 24" drill shaft
 - 2 EA concrete bridge abutments
 - 1 EA installation of prefabricated steel truss equine/pedestrian bridge
 - Contract Value – \$136,440.00
 - Payment/Performance Bond Required- Yes
 - Contact – Daniel Tremper
 - Freese and Nichols Inc, Project Engineer, 2220 San Jacinto Blvd, Ste 330, Denton, TX 76205
 - 940-220-4352
- Texas Woman's University – 3/2011 to 8/2011
 - TWU Parking Lot at Former Reagan Houston Site
 - Demolition of 2,000 SY of Existing Concrete Paving
 - Remove and Salvage of 6 Light Poles
 - 1,800 CY of Imported Fill
 - 9,815 SY of 6" Stabilized Subgrade (10% Cement/Roadbond)
 - 8,330 SY of 5" Concrete Paving
 - 1,485 SY of 6" Concrete Paving
 - 1,240 SF 4" Sidewalk
 - 326 LF of 12" and 24" RCP
 - 3 EA 12" and 24" Headwalls
 - 14 EA Light Poles and 1 EA Code Blue Emergency Pole
 - Contract Value – \$658,806.50
 - Payment/Performance Bond Required- Yes
 - Contact –
 - Alex Thomas, Texas Woman's University, Project Manager, 940-898-3147
 - Jason Faigle, Allison Engineering Group, Project Engineer, 940-380-9453

- **City of Haslet – 2/2011 to 6/2011**
 - **Gammil to Community Park Sidewalk and Handicap Ramp Project**
 - 266 SY 6" Concrete Pavement
 - 332 SY 6" Concrete Parking Lot
 - 287 SY 8" Lime Stabilization
 - 353 SY 6" Flex Base Subgrade
 - 473 SY 4" Concrete Sidewalk
 - 4 EA 4" Concrete Curb Ramp
 - 32 SY 5" Concrete Driveway
 - 10 SY 5" Drainage Flume
 - **Contract Value – \$60,209.00**
 - **Payment/Performance Bond Required- No**
 - **Contact – Mike Anderson**
 - Belcheff & Associates, City Engineer, 100 Trophy Club Dr, Ste 103, Trophy Club, TX 76262
 - 817-491-2776

- **Tarrant County Community Development Division (Federally Funded) – 2/2011 to 6/2011**
 - **First Street Reconstruction & Sidewalk Project in the City of Haslet**
 - 621 SY 8" Lime Stabilized Subgrade
 - 575 SY 6" Concrete Pavement
 - 32 SY 5" Concrete Driveway
 - 221 SY 4" Concrete Sidewalk
 - 100 LF 8" Water Line Lowering
 - 1 EA ¾" Water Service
 - **Contract Value – \$50,380.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Mike Anderson**
 - Belcheff & Associates, City Engineer, 100 Trophy Club Dr, Ste 103, Trophy Club, TX 76262
 - 817-491-2776

- **City of Burleson – 1/2011 to 6/2011**
 - **Meadow Crest Park Project**
 - Installation of 1,306 SY of 6" concrete pavement for parking lot
 - 1,398 SY of 8" Lime Stabilized subgrade
 - 2,300 CY of unclassified excavation
 - Relocate 2 EA water services
 - Install 1 new fire hydrant
 - **Contract Value – \$131,781.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact – Lance Barton**
 - City of Burleson, Engineer, 141 West Renfro, Burleson, TX 76028

- 817-426-9621
- City of Justin – 8/2010 to 10/2011
 - Justin Community Park
 - Clear and Grubb of 20 acres
 - Excavation of Approximately 27,000 CY of Dirt
 - Installation of one softball field, one baseball field, and two soccer fields including fencing, dugouts, clay infield, turf, and sports lighting
 - Associated water and sewer service to future concession stand
 - Installation of Approx 36,500 SF of Concrete Trails and Fire Lane
 - Installation of Playground and Safety Surfacing
 - Installation of Approx 354,000 SF irrigation system with associated turf establishment
 - Contract Value-\$1,125,933.00
 - Payment/Performance Bond Required- Yes
 - Contact-Mike Anderson
 - Belcheff & Associates, City Engineer, 100 Trophy Club Dr, Ste 103, Trophy Club, TX 76262
 - 817-491-2776
- City of Arlington – 5/2009 to 8/2010
 - Vandergriff Park Roadway and Paving Improvements
 - Removal of Approximately 26,000 SY of Pavement
 - Excavation of Approximately 5,600 CY of Dirt
 - Lime Stabilization of Approximately 23,000 SY
 - Installation of Approx 4,000 SY of 6" Asphalt Paving
 - Installation of Approx 20,000 SY of 6" Concrete Paving
 - Contract Value-\$1,257,826.00
 - Payment/Performance Bond Required- Yes
 - Contact-Jason Landrem
 - City of Arlington, Parks Department Manager, 717 W Main St, Arlington, TX 76107
 - 817-459-5489
- City of Fort Worth – 4/2009 to 4/2010
 - Oakmont and Clear Fork Park Improvements
 - Construction of approx 6,000 SY of Concrete Parking and Sidewalks
 - Installation of 120' Prefabricated Steel Arch Bridge
 - Install 1,490 SFF of C.I.P. Retaining Walls associated with Steel Bridge
 - Installation of 80' Prefabricated Concrete Arch Bridge
 - Install 1,441 SFF of C.I.P. Retaining Walls associated with Concrete Bridge
 - Furnish and Install 3 Poligon Shelters
 - Furnish and Install Gametime Playground and Surfacing

- Installation of 9,365 SY of Sod, Hydromulch, and Curlex Blanket
 - Contract Value-\$1,157,901.60
 - Payment/Performance Bond Required- Yes
 - Contact-Joel McElhany
 - City of Fort Worth Parks and Community Services Department, 4200 South Freeway, Suite 2200, Fort Worth, TX 76115
 - 817-392-5723
- Tarrant County College District – 12/2009 to 8/2010
 - South Campus Jogging Trail & Detention Pond Ph 2
 - Remove and replace concrete trail
 - Placement of 5'X2' Box culverts
 - Install five concrete fitness equipment pads
 - Installation of fitness equipment
 - Contract Value - \$ 139,808.00
 - Payment/Performance Bond Required- Yes
 - Contact – Jonathan Oltmann
 - The Projects Group + PARSONS, 420 Throckmorton, Suite 620 | Fort Worth, Texas 76102
 - 817-255-2727
- Mansfield ISD – 6/2010 to 9/2010
 - Mary Jo Sheppard Elementary School Road Extension
 - Construction of approx 1,975 SY concrete drive
 - 135 LF of 27" and 30" RCP, with two concrete inlets
 - Landscaping and irrigation including tree transplanting and new irrigation system
 - Contract Value-\$193,761.00
 - Payment/Performance Bond Required-Yes
 - Contact-Mickey Thomas
 - MJ Thomas Engineering, 3400 Hulen, Suite 100, Fort Worth, TX 76107
 - 817-732-9839
- City of North Richland Hills – 1/2010 to 5/2010
 - Walker Creek Dredging
 - 1,000 linear feet of channel grading
 - Contract Value – \$90,201.00
 - Payment/Performance Bond Required-Yes
 - Contact – Glenn Smith, P.E.
 - City of NRH, 7301 N. E. Loop 820, NRH, TX 76180
 - 817-427-6400
- Denton County – 10/2009 to 3/2010

- **South County Line Bridge**
 - Removal of existing roadway bridge
 - Set three barrel run of 10X7 Box culvert
 - Cast in place two 90 foot by 15 foot Headwalls
 - Asphalt roadway atop bridge
- **Contract Value - \$ 209,800.00**
- **Payment/Performance Bond Required-Yes**
- **Contact – Gary Vickery**
 - Teague Nall and Perkins, 235 W. Hickory St. S-100, Denton, TX 76201
 - 940-383-4177

- **City of Cleburne – 3/2009 to 9/2009**
 - **2008 Drainage Improvements**
 - Installation of Approximately 200 LF of Precast Box Culvert
 - Installation of Approximately 10,350 SF of Concrete Channel Lining
 - Installation of Approximately 250 LF of 10" Sanitary Sewer
 - Installation of Approx 900 SY of 6" Asphalt Paving
 - **Contract Value-\$443,5416.00**
 - **Payment/Performance Bond Required- Yes**
 - **Contact-Robert T. Childress III**
 - Childress Engineers, 211 N Ridgeway Dr, Cleburne, TX 76033
 - 817-645-1118

- **City Of Plano**
 - **Cottonwood Creek Greenbelt Improvements**
 - Furnish and Install Playground Equipment and Accessories
 - Furnish and Install Pavilion on Concrete Slab
 - Install Misc Concrete Items
 - **Contract Value-\$236,282.90**
 - **Payment/Performance Bond Required- Yes**
 - **Contact-Ron Underwood**
 - City Of Plano-P.O. Box 860358 Plano, TX 75086
 - 972-208-8134

- **City of Richardson**
 - **Alley Reconstruction Phase 11**
 - Install 297 LF of 36" RCP
 - Remove and Replace 3,900 SY of 5" Alley Paving
 - **Contract Value-\$357,286.10**
 - **Payment/Performance Bond Required- Yes**
 - **Contact-David McFadden**
 - City of Richardson-411 W Arapaho Rd, Suite 204, Richardson, TX 75080
 - 972-744-4280

- **City of Wylie – 2/2009 to 6/2009**
 - **Spinnaker Way 12" Water Line and Newport Harbor Pump Station Conduits**
 - Installation of Approximately 800 LF of 12" Water Line
 - Install 65 LF 18" RCP
 - 310 LF of double 4" Electrical Conduits
 - Demo 993 SY Concrete Pavement
 - Construct 270 SY Concrete Sidewalk
 - Construct 703 SY 6" Concrete Pavement
 - Install Wiring, Equipment, and Appurtenances to Transfer Pump Station Electrical Service to Pad Mounted Transformer
 - **Contract Value-\$140,654.50**
 - **Payment/Performance Bond Required- Yes**
 - **Contact-Chris Holsted**
 - City of Wylie, 2000 South Highway 78 North, Wylie, TX 75098
 - 972-442-8109

- **Town of Trophy Club**
 - **Harmony Park Expansion**
 - Relocate irrigation lines and water line relocation
 - Site Grading
 - 2,666 SY of 5" Concrete Parking Lot
 - **Contract Value-\$211,110.00**
 - **Contact-Tom Rutledge**
 - Teague, Nail & Perkins, 1100 Macon Street, Fort Worth, TX 76102
 - 817-336-5773

- **City of Roanoke**
 - **The Parks of Hillsborough-August 2008**
 - Remove 300 LF of 5'x3' RCB
 - Install New 5'x3' RCB
 - Repaving of asphalt street
 - 100,000 LF ditch grading
 - Involved coordination and work amongst existing houses and coordinating traffic control , detours and road closures in a residential area
 - **Contract Value-\$317,000**
 - **Contact-Shawn Wilkinson**
 - City of Roanoke-108 South Oak Street, Roanoke, TX 76262
 - 817-491-6099

- **Tarrant County Community College**
 - **South Campus Jogging Trail and Detention Pond-May 2008**
 - Construct approx 10,000 SF Concrete parking lot

- Construct approx 17,500 SF 7' wide Concrete Jogging Path
- Excavate approx 8,000 CY Retention Pond
- Import and Compact approx 13,000 CY of Fill
- Contract Value-\$368,000
- Contact-Tom Green
 - Huitt-Zollars-500 W 7th St, Suite 300, Fort Worth, TX 76102
 - 817-335-3000
- Eagle Mountain-Saginaw Independent School District
 - Wayside Middle School-August 2007
 - 650 LF of Concrete Retaining Wall
 - Approx 9,500 SF of 6" Concrete Channel
 - Contract Value-\$340,000
 - Contact-Christian Schnitger, P.E.
 - Scrickel, Rollins & Associates, INC.-1161 Corporate Dr., Arlington, TX 76006
 - 817-649-3216

Chip Fisher, Project Manager



SCHECULE C - PERSONNEL

Name	Position	Date started in this organization	Date started in construction	Prior positions and experience in construction
Chip Fisher	President	04/22/04	06/01/2001	Foreman, Superintendent, project manager, operations manager
Juan Molina	General Superintendent	03/11	2003	Foreman, Superintendent

**CITY OF BURLESON
ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

I acknowledge that by submitting a bid for this project, I am aware of the insurance requirements outlined in these specifications. If I am awarded the bid, I will comply with all insurance requirements within 10 working days of the bid award, including providing proof that I have insurance which may include, but not be limited to, true and accurate copies of the policies. If I fail to forward all insurance requirements within the 10 working days of the award of the bid, I understand my bid bond will be forfeited.


Signature

Harmon Fisher
Printed name

Name of Company: 2L Construction, LLC

Address of Company: 200 Boyd Business Pkwy

City, State & Zip: Boyd, Tx 76023

Telephone Number: (940) 433-2670 Date: 12/21/2023

****THIS PAGE MUST BE COMPLETED OR BID WILL BE REJECTED****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS					
	NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					
	DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2024

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

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


PRODUCER Box Insurance Agency 1200 S. Main St., Ste 1600 Grapevine TX 76051	CONTACT NAME: Certificate Administrator PHONE (A/C, No, Ext): 817-865-1806 FAX (A/C, No): 817-424-1404 E-MAIL ADDRESS: certificates@boxinsurance.com	
	INSURED 2L Construction, LLC 200 Boyd Business Parkway Boyd TX 76023	INSURER(S) AFFORDING COVERAGE
	INSURER A: Crum & Forster Ins	NAIC # 44520
	INSURER B: Texas Mutual Insurance Company	22945
	INSURER C: Evanston Insurance Company	35378
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1026403916 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	506-906955-9	6/6/2023	6/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			506-906955-9	6/6/2023	6/6/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	582-1190541	6/6/2023	6/6/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001270768	6/6/2023	6/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			CPLMOL117450	6/6/2023	6/6/2025	Aggregate Each Occurrence 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City Project No 21PW02: Ellison Street & Parking Improvements

CERTIFICATE HOLDER City of Burleson 141 W Renfro Street Burleson TX 75028-4296 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1106588

Date Filed:
12/21/2023

Date Acknowledged:

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

2L Construction LLC
Rhome, 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.

21PW02
West Ellison Street and Parking Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fisher, Harmon	Boyd, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Harmon Fisher, and my date of birth is 4-1-85.

My address is 200 Boyd Business Pkwy, Boyd, TX, 76023, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Wise County, State of Texas, on the 21st day of December, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Form TCG 2270
VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2279

Contract identifier: _____
Department: _____

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

SIGNED BY: _____
Harmon R. Fisher, III

Print Name of Person: Harmon R. Fisher, III President of
Signing, Title, and
Company ZL Construction, LLC

Date signed: 1-23-24

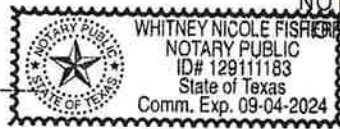
STATE OF TEXAS §
COUNTY OF WISSE §

BEFORE ME, the undersigned Notary Public on this day personally appeared Harmon R. Fisher (Name), on behalf of ZL Construction LLC (Company) who being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN AND SUBSCRIBED TO before me, this 23rd day of January, 2024.

Whitney Nicole Fisher
NOTARY OF PUBLIC,
THE STATE OF TEXAS

My Commission Expires: 9-4-24



Government Code § 2270.002. Provision Required in Contract
Effective: September 1, 2017

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The following definitions apply:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

(3) "Governmental entity" means a state agency or political subdivision of this state.

State law requires verification from a Company for contracts involving goods or services (regardless of the amount) before the City can enter into the contract.

Handwritten text, possibly a signature or a note, located in the upper right quadrant of the page.

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

THIS AGREEMENT is dated as of the 9 day of FEBRUARY
in the year 2024 by and between City of Burleson
(hereinafter called OWNER) and ZL CONSTRUCTION
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ELLISON STREET & PARKING IMPROVEMENTS, 21PW02

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ELLISON STREET & PARKING IMPROVEMENTS, 21PW02

Article 2. ENGINEER.

The Project has been designed by:

DUNAWAY ASSOCIATES, LCC
550 Bailey Avenue, Suite 400
Fort Worth, TX 76107
TX Reg No. F-1114
Office: 817-335-1121

Dunaway Associates, LLC is hereinafter called ENGINEER and is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1. GRAND TOTAL CONTRACT TIME – All sections of work, as identified in the Bid Form, will be completed within 270 Calendar Days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B and 14.07.C of the General Conditions within 30 calendar days from the date when the Contract is complete.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1. above plus any extensions thereof allowed in accordance with Article 12.02 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed ontime.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

TOTAL BID OF \$ 2,911,727.40 AS IDENTIFIED IN THE BID FORM CONTAINED HEREIN.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01.C.5 of the General Conditions.

95 % of Work completed. If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95 % of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02.A of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01.C.5 of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with section 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said section 15.06.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself 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.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03.A and 5.03.B of the General Conditions.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraphs 5.03 and 5.04 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on 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, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 5.05 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement.
- 8.2. Performance, Payment, and Maintenance Bonds as contained herein.
- 8.3. Certificate of Insurance.
- 8.4. General Conditions.
- 8.5. Supplementary Conditions.
- 8.6. Specifications bearing the title **CONTRACT DOCUMENTS AND SPECIFICATIONS FOR ELLISON STREET & PARKING IMPROVEMENTS, 21PW02**
- 8.7. Drawings bearing the following general title:
ELLISON STREET & PARKING IMPROVEMENTS, 21PW02
- 8.8. Addenda numbers 1 to 5, inclusive.
- 8.9. CONTRACTOR's Bid Form as contained herein.
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive).
- 8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on FEBRUARY 9, 2024.

OWNER:
City of Burleson

CONTRACTOR: ZL Construction, LLC

[Signature]

[Signature]

By Tommy Ludwig City Manager
(Print Name)

By Harmon R Fisher, III
(Print Name)

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest [Signature]

Attest [Signature]

Address for giving notices:

Address for giving notices:

141 W. Renfro

200 Boyd Business Pkwy

Burleson, TX 76028

Boyd, TX 76023



SECTION 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT 2L Construction, LLC
of the City of Boyd, County of Wise
State of Texas hereinafter referred to as "PRINCIPAL," and
U.S. Specialty Insurance Company

, a corporate surety/sureties organized under the laws of the State of Teas
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 TWO MILLION NINE HUNDRED ELEVEN THOUSAND
SEVEN HUNDRED AND TWENTY SEVEN DOLLARS AND FORTY CENTS
(\$2,911,727.40), lawful money of the United States, to be paid in Burleson, Johnson
County, Texas, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, assigns, administrators and successors, jointly and
severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of
Burleson dated the 9 day of FEBRUARY, 2024, 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:

Ellison Street and Parking Improvements
/ Concrete paving, asphalt, landscaping, electrical, earthwork
City of Burleson Project No. 21PW02

in the City of Burleson, Texas, as more particularly described and designated in
the above referenced contract such contract being incorporated herein and made
a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the
undertakings, covenants, terms, conditions and agreements of the above
referenced Contract in accordance with the plans, specifications and Contract
documents during the original term thereof, and any extension thereof which may

be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the 9 day of FEBRUARY, 2024.

WITNESS

By Whitney N. Fisher
Signature

Whitney N. Fisher
Typed/Printed Name

Office Admin
Title

200 Boyd Business Pkwy
Address

Boyd, TX 76023
City State Zip

PRINCIPAL

2L Construction, LLC
Company

By [Signature]
Signature

Harmon R. Fisher, III
Typed/Printed Name

President
Title

200 Boyd Business Pkwy
Address

Boyd, TX 76023
City State Zip

WITNESS

By Crystal Langhorn
Signature

Crystal Langhorn
Typed/Printed Name

Witness
Title

1200 S. Main St, Suite 1600
Address

Grapevine, TX 76051
City State Zip

SURETY

U.S. Specialty Insurance Company
Company

By Kim Bracamonte
Signature

Kim Bracamonte
Typed/Printed Name

Attorney-in-Fact
Title

13403 Northwest Freeway
Address

Houston, TX 7040
City State Zip

10

10
10
10

SECTION 9

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

Payment Bond

PRESENTS:

KNOW ALL BY THESE

THAT 2L Construction, LLC

of the City of Boyd, County of Wise

State of Texas hereinafter referred to as "PRINCIPAL," and

U.S. Specialty Insurance Company a
corporate surety/sureties organized under the laws of the State of
Texas 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 TWO MILLION NINE HUNDRED ELEVEN
THOUSAND SEVEN HUNDRED TWENTY SEVEN DOLLARS AND FORTY
CENTS (\$2,911,727.40), lawful money of the United States, to be paid in
Burleson, Johnson County, Texas, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, jointly and severally; and firmly by these presents, the condition of
this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson,
dated the 9 day of FEBRUARY, 2024, 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:

Ellison Street and Parking Improvements

/ Concrete paving, asphalt, landscaping, electrical, earthwork

City of Burleson Project No. 21PW02

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 9 day of FEBRUARY, 2024.

WITNESS

By Whitney R Fisher
Signature

Whitney R Fisher
Typed/Printed Name

Office Admin
Title

200 Boyd Business Pkwy
Address

Boyd, TX 76023
City State Zip

PRINCIPAL

2L Construction, LLC
Company

By [Signature]
Signature

Harmon R Fisher, III
Typed/Printed Name

President
Title

200 Boyd Business Pkwy
Address

Boyd, TX 76023
City State Zip

WITNESS

By Crystal Langhorn
Signature

Crystal Langhorn
Typed/Printed Name

Witness
Title

1200 S. Main St, Suite 1600
Address

Grapevine, TX 76051
City State Zip

SURETY

U.S. Specialty Insurance Company
Company

By Kim Bracamonte
Signature

Kim Bracamonte
Typed/Printed Name

Attorney-in-Fact
Title

13403 Northwest Freeway
Address

Houston, TX 77040
City State Zip

The Resident Agent of the SURETY in either Tarrant or Johnson County, Texas, for delivery of notice and service of process is:

NAME Steven W. Lewis- Box Bonding Agency LLC

ADDRESS 1200 S. Main Street, Suite 1600, Grapevine, TX 76051

NOTE: Date of Payment Bond must NOT be prior to date of Contract.



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SECTION 10

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

Maintenance Bond

PRESENTS:

KNOW ALL BY THESE

THAT 2L Construction, LLC

of the City of Boyd, County of Wise

State of Texas hereinafter referred to as "PRINCIPAL," and

U.S. Specialty Insurance Company, a corporate surety/sureties organized under the laws of the State of Texas 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 TWO MILLION NIN HUNDRED ELEVEN THOUSAND SEVEN HUNDRED TWENTY SEVEN DOLLARS AND FORTY CENTS (\$2,911,727.40), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the 9 day of FEBRUARY, 2024, 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:

Ellison Street and Parking Improvements
/ Concrete paving, asphalt, landscaping, electrical, earthwork
City of Burleson Project No. 21PW02

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 9 day of FEBRUARY, 2024.

WITNESS

By Whitney N Fisher
Signature

Whitney N Fisher
Typed/Printed Name

Office Admin
Title

200 Boyd Business Pkwy
Address

Boyd, TX 76023
City State Zip

PRINCIPAL

2L Construction, LLC
Company

By [Signature]
Signature

Harmon R Fisher, III
Typed/Printed Name

President
Title

200 Boyd Business Pkwy
Address

Boyd, TX 76023
City State Zip

WITNESS

By Crystal Langhorn
Signature

Crystal Langhorn
Typed/Printed Name

Witness
Title

1200 S, Main St, Suite 1600
Address

Grapevine, TX 76051
City State Zip

SURETY

U.S. Specialty Insurance Company
Company

By [Signature]
Signature

Kim Bracamonte
Typed/Printed Name

Attorney-in-Fact
Title

13403 Northwest Freeway
Address

Houston, TX 77042
City State Zip

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POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kim Bracamonte, Brad Johnson, Paul Fredette, Crystal Langhorn, Steven W. Lewis,
Andrea Nix, or Adam Syswerda of Grapevine, Texas

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifteen Million***** Dollars (***\$15,000,000.00***)

This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:


Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.



**AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS
BONDING COMPANY, UNITED STATES SURETY COMPANY,
U.S. SPECIALTY INSURANCE COMPANY**

By: 
Daniel P. Aguilar, Vice President

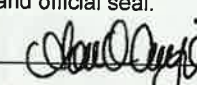
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of _____

Bond No. 1001210473
Agency No. 18799




Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA07/2023

• The first step in the process of...
• The second step is to...
• The third step is to...
• The fourth step is to...
• The fifth step is to...
• The sixth step is to...
• The seventh step is to...
• The eighth step is to...
• The ninth step is to...
• The tenth step is to...

Practical assignment
Practical assignment
Practical assignment

• The first step in the process of...
• The second step is to...
• The third step is to...
• The fourth step is to...
• The fifth step is to...
• The sixth step is to...
• The seventh step is to...
• The eighth step is to...
• The ninth step is to...
• The tenth step is to...

Practical assignment
Practical assignment
Practical assignment



• The first step in the process of...
• The second step is to...
• The third step is to...
• The fourth step is to...
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• The sixth step is to...
• The seventh step is to...
• The eighth step is to...
• The ninth step is to...
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Practical assignment
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Practical assignment

• The first step in the process of...
• The second step is to...
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• The sixth step is to...
• The seventh step is to...
• The eighth step is to...
• The ninth step is to...
• The tenth step is to...

Practical assignment
Practical assignment
Practical assignment

U.S. Specialty Insurance Company
TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>To obtain information or make a complaint:</p> <ol style="list-style-type: none"> You may contact your agent. You may call the company's toll free telephone number for information or to make a complaint at: 1-800-486-6695 You may also write to the company at: U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 1-800-252-3439 You may write to the Texas Department of Insurance at: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov 	<p>Para obtener informacion o para someter una queja:</p> <ol style="list-style-type: none"> Puede comunicarse con su agente. Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al: 1-800-486-6695 Usted tambien puede escribir a la compa�ia: U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al: 1-800-252-3439 Puede escribir al Departamento de Seguros de Texas al: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov
<p>PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p>ATTACH THIS NOTICE TO YOUR POLICY This notice is for information only and does not become a part or condition of the attached document.</p>	<p>DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p>UNA ESTE AVISO A SU POLIZA Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>



TOKIO MARINE
HCC

Texas Bonding Company
801 S. Figueroa Street Suite 700
Los Angeles, CA 90017 USA
Tel: 310-649-0990

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

To obtain information, make a complaint or assert a claim, or if you have a dispute concerning your premium, you should call the Surety's toll free telephone number for information at: 1-800-486-6695. You may also write to the Surety at:

U.S. Specialty Insurance Company
801 S. Figueroa St., Suite 700
Los Angeles, CA 90017

**Important Time Limitation
Regarding Warranty**

Notwithstanding anything to the contrary in the Construction Contract and Bond, in no event shall Surety have any obligation for any loss occurring or claim made by Obligee more than twenty-five (25) months after the date on which Principal has substantially completed the work under the Construction Contract.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

Notwithstanding anything to the contrary in the Construction Contract and Bond, the Bond to which this Rider is attached does not provide coverage for, and the Surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

**Important Notice Regarding
Calculation of Premium**

Adjustments to the contract price entitle the Surety to adjust premium charged for the adjustment in risk to Surety. Notwithstanding anything to the contrary in the Construction Contract and Bond, adjustments to the contract price or the premium charged shall not change the Bond amount, unless the contract price is increased no more than 10% of the original contract price.

**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds:* The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Application and Acceptance:*
1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

ARTICLE 2 – PRELIMINARY MATTERS

Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

- B. **Evidence of Contractor's Insurance:** When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. **Evidence of Owner's Insurance:** After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- 1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory
Federal, if applicable (e.g., Longshoreman's): Statutory

Employer's Liability:

Bodily injury, each accident \$ 1,000,000
Bodily injury by disease, each employee \$ 1,000,000
Bodily injury/disease aggregate \$ 1,000,000

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 4,000,000
Products - Completed Operations Aggregate \$ 4,000,000
Personal and Advertising Injury \$ 2,000,000
Each Occurrence (Bodily Injury and Property Damage) \$ 2,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:
Each person \$ 1,000,000
Each accident \$ 2,000,000

Property Damage:
Each accident \$ 1,000,000
[or]
Combined Single Limit of \$ 2,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 2,000,000
General Aggregate \$ 4,000,000

5. Contractor's Pollution Liability:

Each Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>4,000,000</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

7. Contractor's Professional Liability:

Each Claim	\$ <u>2,000,000</u>
Annual Aggregate	\$ <u>4,000,000</u>

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "...all Work at the Site shall be performed during regular working hours, [7 AM] through [6 PM]. Contractor will not perform Work on a [Saturday], [Sunday], or any legal holiday, unless permission is given by the Project Engineer and Chief Inspector and upon payment of the city inspector's overtime costs. Normal working hours for city construction inspectors is between 7 am and 4 pm."

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.
1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner's Site Representative is not Engineer's consultant, agent, or employee. Owner's Site Representative will be City of Burleson Personnel. The authority and responsibilities of Owner's Site Representative shall be to verify construction activities adhere to Plans, Specs, and Details.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E.** The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
- 1.** if the extended price of a particular item of Unit Price Work amounts to 5% percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25% percent from the estimated quantity of such item indicated in the Agreement; and
 - 2.** if there is no corresponding adjustment with respect to any other item of Work; and
 - 3.** if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

- 1.** If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

**SECTION 10A.1
CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

Project Name: Ellison Street and Parking Improvements
Project Number: 21PW02
Owner: City of Burleson, Texas
Contractor: 2L Construction
Engineer: Dunaway Associates

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20_____

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

**SECTION 10A.2
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT**

THE STATE OF TEXAS
COUNTY OF JOHNSON

§ CONTRACTOR'S AFFIDAVIT OF
§ FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____

("Affiant"), who, after being by me duly sworn, deposes and says that he is _____

, a _____ (corporation, partnership, trade name)
of _____ (County, State of Texas) the ("Contractor"), which said Contractor
was awarded the contract dated the _____ day of _____, for the construction of **Ellison Street and
Parking Improvements** (the "Work"), for a total consideration of **TWO MILLION NINE HUNDRED ELEVEN THOUSAND
SEVEN HUNDRED TWENTY SEVEN DOLLARS AND FORTY CENTS (\$2,911,727.40)** to be paid to the said Contractor (the
"Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF BURLESON (the "Owner") has received the request for final payment on said Work, and that the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other applicable statues or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right against the Owner arising out of or in any manner connected with the performance of the work and/or his Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the contract and shall not be deemed or alter or modify the terms and provisions of said Contract.

TECHNICAL SPECIFICATIONS

All construction shall be in accordance with the preceding specifications contained within; the "Public Works Construction Standards, Specifications and Drawings, Fifth Edition, November 2017 for the North Central Texas Council of Governments"; the latest edition of the "Texas Manual of Uniform Traffic Control Devices for Streets and Highways", and the City of Burleson Design Standards Manual approved by City Council October 23rd, 2008, by Resolution R-1136-08 for construction related standards.

SECTION 024116 – BUILDING DEMOLITION

Work under these pay items shall be performed in accordance with the following provisions:

Scope of Work

These items shall include the following -

- Standard Demolition Agreement
 - Removal of building foundation(s)
 - Removal of a one-story wood building
 - Removal of a one-story brick building
1. This section specifies the labor, materials, equipment, and incidentals required for the demolition, relocation, and/or disposal of all structures, building materials, equipment, and accessories to be removed as shown on the construction plans and as specified herein.
 2. Existing foundation, pit, well or cistern shall be removed to an elevation of three feet (3') below the existing grade and all material remaining shall be removed from the voids to present a neat appearance for inspection, prior to backfilling.
 3. Concrete slabs more than three feet (3') below grade shall be broken; all others shall be broken and removed.
 4. Existing utilities to the structures shall be disconnected. Water and sewer utilities shall be plugged at the service connection in accordance to City specifications.
 5. The Contractor shall examine the various drawings, visit the site, determine the extent of work, the extent of work affected therein, and all conditions under which he/her is required to perform the various operations.
 6. Demolition Includes:
 - 1) Complete demolition and removal of above and below ground structures, concrete slabs, foundations, vaults, and underground utilities (water, wastewater, electrical, etc.) related to the structures as shown on the plans.
 - 2) All material, equipment, rubble, debris, and other products of the demolition shall become the property of the Contractor for his/her disposal off-site in accordance with all applicable laws and ordinances at the Contractor's expense. The sale of salvageable materials by the Contractor shall only be conducted off-site. The sale of removed items on the site is prohibited by the City.
 7. The Contractor shall fill and compact all voids left by the removal of foundations, pipe, structures etc. with materials described herein to a grade that will provide for positive drainage of the disturbed area to drain run-off in direction consistent with the surrounding area. Compaction of fill shall match the compaction of adjacent undisturbed material.

Quality Assurance

1. Notices: Contractor shall issue written notices of planned demolition to companies owning utility conduit, wires, or pipes running to or through the project site. Copies of said notices shall be submitted to the City.
2. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, water, electrical, telephone, or sewer service to remove any equipment in the structures to be demolished and to remove, disconnect, cap, or plug their services to facilitate demolition.

Site Conditions

1. The City assumes no responsibility for the actual condition of the structures to be demolished or relocated.
2. Conditions existing at the time of inspection for bidding purposes will be maintained by the City insofar as practicable. However, variations within each site may occur prior to the start of demolition work.
3. No additional payment will be made for pumping or other difficulties encountered due to water.
4. Certain information regarding the reputed presence, size, character and location of existing underground structures, pipes and conduit has been shown on the construction plans. There is no certainty of the accuracy of this information, and the location of underground structures shown may be inaccurate and other obstructions than those shown may be encountered. The Contractor hereby distinctly agrees that the City is not responsible for the correctness or sufficiency of the information given; that in no event is this information to be considered as a part of the Contract; that he shall have no claim for delay or extra compensation on account of incorrectness of information regarding obstructions either revealed or not revealed by the construction plans; and that he shall have no claim for relief from any obligation or responsibility under this Contract in case the location, size, or character of any pipe or other underground structure is not as indicated on the construction plans, or in case any pipe or other underground structure is encountered that is not shown on the construction plans.
5. Prior to issuance of the Notice to Proceed with Demolition, Contractor shall ensure that all meters, service loops, lines, cables and instruments shall be disconnected, abandoned and/or removed prior to commencement of any demolition and/or site clearance. If Contractor finds that any such items have not been disconnected, abandoned and/or removed. Contractor shall notify the Owner and contact the utility to have such items disconnect, abandoned, and/or removed. The Contractor shall not proceed with demolition and/or site clearance until such items are disconnected, abandoned, and/or removed.

Restrictions

1. No building or structure, or any part thereof, shall be demolished until an application has been filed by the Contractor with the Building Department Inspector and a permit issued if a permit is required. The fee for this permit shall be the Contractor's responsibility. Demolition shall be in accordance with applicable provisions of the Building Code of the State of Texas.
2. No Explosives shall be used at any time during the demolition. No burning of combustible material will be allowed.
3. Conduct work to ensure minimum interference with on-site and off-site roads, streets, sidewalks, and occupied or used facilities. Do not close or obstruct streets, sidewalks, or other occupied or used facilities without permission from the City. Provide alternate routes around closed or obstructed traffic in access ways.

Disposal of Material

1. All material not retained by the City shall become the Contractor's property and shall be removed off-site.
2. The on-site storage of removed items is prohibited by the City.
3. Contractor shall have salvage rights to all components of the improvements to the Site, subject to the Contract provisions, except any asbestos containing materials, equipment containing polychlorinated bi-phenyls or any other Hazardous Materials, which must be disposed of as provided for herein.
4. Off-site sale of salvageable material by the Contractor is acceptable.

Protection & Safety

1. Conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, roadways, other facilities, and persons. Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain.
2. An Asbestos Survey was prepared by Vantage Environment Services, LP. dated April 25, 2023 (Vantage Report No. 2023-1114). This survey indicated that regulated amounts of asbestos was found in one (1) of the fifty-four (54) bulk samples collected from the existing building located at 225 West Renfro Street, Burleson, TX 76028.
3. The contractor shall protect adjacent properties from dust and materials resulting from the demolition operations. The contractor shall develop a protection plan and submit it to the City for approval.

Damage

1. Promptly repair damage caused to adjacent facilities by demolition operations as directed by the City at no cost to the City.

Utilities

1. Do not interrupt existing utilities serving occupied or operational facilities, except when authorized by City. Provide temporary services during interruptions to existing utilities as acceptable to the City.
2. The Contractor shall cooperate with the City to shut off utilities serving structures of the existing facilities as required by demolition operations.
3. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the interruption of all public and private utilities or services.

Pollution Control

1. For pollution control, use water sprinkling, temporary enclosures, and other suitable methods necessary to limit the amount of dust rising and scattering in the air to the lowest level of air pollution practical for the conditions of work. The Contractor shall comply with the governing regulations.
2. Clean adjacent structures and improvements of all dust and debris caused by demolition operations as directed by the City. Return areas to conditions existing prior to the start of Work.

Environmental Regulations

1. Contractor shall abide by all applicable environmental laws in performance of the demolition services and related to hazardous materials. Contractor shall take no action or inaction that exposes the City to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses either a monetary or non-monetary fine or penalty for Contractor's noncompliance, the Contractor shall reimburse the City for all associated costs. Contractor shall remove all hazardous material and waste upon completion of the contract. Abandoned waste shall be managed as "unknown waste", and the Contractor shall bear the cost of any analytical, disposal, or other costs incurred. The City of Burleson landfill does not accept asbestos containing materials and the Contractor is responsible for disposing of the material at an approved disposal facility.
2. The City has completed to perform a Phase I Environmental Study prior to Work commencement. The City will notify the Contractor when the building has been vacated to begin asbestos abatement. Other materials to be demolished may also be present such as lead paint and/or other Hazardous Materials, including but not

limited to, transformers and/or other electrical equipment containing polychlorinated biphenyls which are located at the Site. If the Contractor encounters Hazardous Materials or if Contractor or anyone for whom the Contractor is responsible creates a Hazardous environmental condition, Contractor shall immediately secure or otherwise isolate such conditions, stop all Work in connection with such condition and in any area affected thereby (except in an emergency) and notify the City immediately (and promptly thereafter confirm in writing). Contractor shall be responsible for Hazardous environmental conditions created with any materials brought to the Project by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible. Receiving of a report from the City, whether oral or written, regarding the presence or absence of asbestos or other Hazardous Materials, receiving no report, or receiving an incomplete report, does not alleviate Contractor of this duty. Contractor shall warrant to the City that it has experience in handling Hazardous Materials, has inspected the Site for the presence of Hazardous Materials and has included the cost of remediation and disposal of such Hazardous Materials in the Contract Price.

3. Contractor shall abide by all EPA regulations to prevent emissions of particulate asbestos material to the outside air. Prior to the start of work, Contractor shall provide the City with a copy of Contractor's asbestos removal procedure. Contractor shall provide all personal protective equipment, as required by OSHA Standards 29 C.F.R. §§ 1910.1001, for its employees. Contractor shall provide all personal protective equipment to City's personnel who may be required to inspect the work. Contractor shall immediately report a release to all appropriate agencies and to the City in the event a release occurs during the performance of the Work that requires immediate reporting to one or more federal, state or local agencies pursuant to applicable law including but not limited to the Emergency Planning and Community Right-To-Know Act of 1986, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.), the Clean Water Act and the Oil Pollution Act of 1990. The term, "immediate reporting" shall mean those instances where reporting is required within 15 minutes of the incident such that it is not practical to contact the City prior to making such report. Otherwise, Contractor shall promptly advise the City in writing of any condition which it reasonably believes requires reporting. Contractor shall, subject to City review, make such reports and shall provide the City with copies of any such reports.
4. "Applicable Environmental Laws" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law of any Governmental Entity now in effect and in each case as amended from time to time, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to the environment, human health or hazardous materials, including, without limitation, CERCLA; The Hazardous Materials Transportation Act of 1994, as amended, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1201, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean

Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300(f), et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §136, et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, et seq., orders, rules and regulations issued by the Texas Commission on Environmental Quality, and the ordinances, rules, and permits of the City of Burleson, Texas, and any other similar federal, state or local laws, or any federal, state, or local laws relating to the environment or to hazardous or waste materials.

5. "Hazardous Materials" means: (A) any substance, material, or waste that is included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances", "toxic materials", "toxic waste", or words of similar import in any Environmental Law; (B) the substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the EPA (40 C.F.R. 302 and amendments thereto); and (C) any substance, material, or waste that is petroleum, petroleum related, or a petroleum by-product, asbestos or asbestos containing material, lead or lead containing materials, polychlorinated biphenyls, flammable, explosive, or radioactive materials, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

Measurement and Payment

Measurement and payment for all work described above shall be at the unit price per lump sum per each building and associated foundation to be demolished and removed.

SECTION 321724

SUPPLY AND INSTALLATION OF CERAMIC AND ACRYLIC PAVEMENT BUTTONS

PART 1 - MATERIALS AND INSTALLATION SPECIFICATIONS

The TxDOT Standard Specifications for the Construction of Highways Streets and Bridges (1993), Item 672 shall be the construction specifications for this project, except as modified below, or as modified by the City of Burleson Standard Construction Details and the City of Burleson Construction Specifications.

- 1.1 CONTRACTOR shall be responsible for providing all ceramic buttons and acrylic pavement markers, epoxy, labor, surface preparation, epoxy mixing and installation equipment, and traffic control devices including, warning signs, electronic arrow boards and barricades in accordance with the Texas Manual of Uniform Traffic Control Devices, Section VI most recent addition and the City of Burleson, Standard Construction Details.

PART 2 - MATERIALS

- 2.1 Pavement Markers and Buttons – The pavement markers and buttons shown on the TxDOT “Materials Producer List, Section 32 Pre-qualified Pavement Markers, Traffic Buttons, and Jiggle Bars” are the only approved materials.
- 2.1.1 The following buttons are required in the City of Burleson, all other markers or buttons required by construction plans shall comply with DMS – 4200 & 4300.
- A. High Volume Reflectorized Pavement Markers complying with TxDOT DMS – 4200.
 - 1. Type IC, 4" Square Acrylic, 1 way White Reflective, White or Silver-white Body
 - 2. Type II/AA, 4" Square Acrylic, 2 way Amber Reflective, Yellow Body
 - 3. Type II-C-R, 4" Square Acrylic, 2 way White Reflective on one side and Red Reflective on the other side, White or Silver-white Body
 - 4. Type Blue, 4" Square Acrylic, 2 way Blue Reflective, Blue Body
 - B. Traffic Buttons complying with TxDOT DMS – 4300
 - 1. Type W, 4" White Round Ceramic Buttons
 - 2. Type Y, 4" Yellow Round Ceramic Buttons
- 2.2 Type II Medium Setting Epoxy Adhesive complying with TxDOT DMS – 6100 and listed on the TxDOT “Materials Producer List, Section 46 “Pre-qualified Warehouses for Epoxy (Other than Paint)” list of approved vendors.
- 2.3 CONTRACTOR shall provide written documentation that the above materials meet TxDOT Material Specifications or were purchased from an approved vendor.

PART 3 - INSTALLATION

- 3.1 The CONTRACTOR shall only use enough adhesive such that the adhesive doesn't extend more than ½" around the button or marker, but sufficient quantity to ensure that 100% of the bonding area of the marker or button shall make contact with the adhesive. Pavement markings shall be placed immediately after the adhesive is applied and shall be firmly bonded to the pavement. No part of the button or marker shall

be in direct contact with the pavement. CONTRACTOR shall protect the buttons and markers until adhesive has completely set.

- 3.2 Temperature of the air and pavement for placement of marking shall be 60° F or higher.
- 3.3 CONTRACTOR shall maintain alignment with existing pavement markings. Any buttons or markers placed out of alignment or knocked out of alignment before adhesive has set shall be removed and replaced by the CONTRACTOR at his own expense.

PART 4 - OBSERVATION AND WARRANTY PERIOD

- 4.1 OBSERVATION PERIOD – Prior to consideration or final acceptance of all work completed for pavement marking buttons and markers, there shall be a 60 calendar day observation period beginning upon the satisfactory completion of all work required and opening to traffic.
- 4.2 During the 60 calendar day observation period, the CONTRACTOR shall replace markers or buttons installed under this contract that have come loose and/or are missing from the pavement.
- 4.3 At the end of the 60-day observation period, the pavement buttons will be still subject to the one-year warranty period. The CONTRACTOR shall be required to replace or renew without cost to the City, those pavement markers and buttons which have not remained to perform useful service for warranty period. Prior to expiration of the warranty period, the City shall inspect the sections of roadway buttoned and notify the CONTRACTOR of any deficiencies.

END OF SECTION

DOCUMENT 000107E

PROFESSIONAL SEALS PAGE

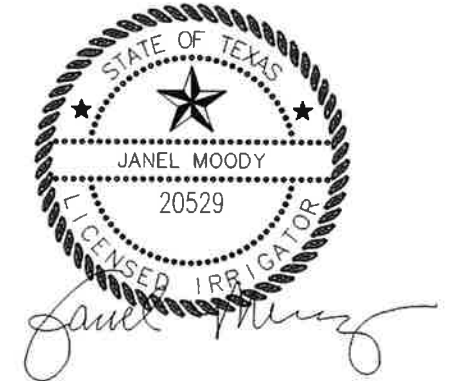
The specification sections listed below were prepared by or under the direct supervision of the Civil Engineer:

DUNAWAY ASSOCIATES, LP
550 Bailey Ave, Suite 400
Fort Worth, Texas 76107

SEAL

DIVISION 32 – EXTERIOR IMPROVEMENTS

- 323300 Site Furnishings
- 328400 Planting Irrigation
- 329113 Soil Preparation
- 329200 Turfs and Grasses
- 329300 Plants



END OF DOCUMENT

SECTION 323300
SITE FURNISHINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Bench
2. Bicycle racks
3. Trash receptacles

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified (PDF Format).

1.3 CLOSEOUT SUBMITTALS

- A. Maintenance data.

PART 2 - PRODUCTS

2.1 BENCH

- A. Product: Landscape Forms, Lakeside, Grass backed, 25" x 67" x 35", 197 lbs
- B. Pattern: Grass
- C. Finish: Powdercoated Metal
 1. Color: Silver
- D. Mount: Surface Mount
- E. Sales Rep: Patti Redd, 214.212.5659, pattir@landscapeforms.com

2.2 BICYCLE RACKS

- A. Product: Landscape Forms, Ride Bike Rack, 3.3" x 28" X 26", 50 lb
- B. Finish: Powdercoated Metal
 1. Color: Silver
- C. Mount: Surface Mount

D. Sales Rep: Patti Redd, 214.212.5659, pattir@landscapeforms.com

2.3 TRASH RECEPTACLES

A. Product: Landscape Forms, Lakeside grass side-opening, 30 gal. 21" opening, 36" ht, 101 lb

B. Pattern: Grass

C. Finish: Powdercoated Metal

1. Color: Silver

D. Mount: Surface Mount

E. Sales Rep: Patti Redd, 214.212.5659, pattir@landscapeforms.com

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.

B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.

C. Install site furnishings level, plumb, true, and securely anchored in locations indicated on Drawings.

D. Post Setting: Set cast-in support posts in concrete footing with smooth top, shaped to shed water. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at correct angle and are aligned and at correct height and spacing. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.

E. Posts Set into Voids in Concrete: Form or core-drill holes for installing posts in concrete to depth recommended in writing by manufacturer of site furnishings and 3/4 inch larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with anchoring cement, mixed and placed to comply with anchoring material manufacturer's written instructions, with top smoothed and shaped to shed water.

END OF SECTION

SECTION 328400
PLANTING IRRIGATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Piping.
2. Manual valves.
3. Automatic control valves.
4. Automatic drain valves.
5. Sprinklers.
6. Quick couplers.
7. Controllers.
8. Boxes for automatic control valves.

1.2 PERFORMANCE REQUIREMENTS

- A. Irrigation zone control shall be automatic operation with controller and automatic control valves.
- B. Location of Sprinklers and Specialties: Design location is approximate. Make minor adjustments necessary to avoid plantings and obstructions such as signs and light standards. Maintain 100 percent irrigation coverage of areas indicated.
- C. Minimum Working Pressures: The following are minimum pressure requirements for piping, valves, and specialties unless otherwise indicated:
1. Irrigation Main Piping: 200 psi.
 2. Circuit Piping: 150 psi.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

1.4 INFORMATIONAL SUBMITTALS

- A. Zoning Chart: Show each irrigation zone and its control valve.
- B. Controller Timing Schedule: Indicate timing settings for each automatic controller zone.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 2 - PRODUCTS

2.1 PIPES, TUBES, AND FITTINGS

- A. Comply with requirements in the piping schedule for applications of pipe, tube, and fitting materials, and for joining methods for specific services, service locations, and pipe sizes.
- B. Galvanized-Steel Pipe: ASTM A53/A53M, Standard Weight, Type E, Grade B.
 - 1. Galvanized-Steel Pipe Nipples: ASTM A733, made of ASTM A53/A53M or ASTM A106/A106M, Standard Weight, seamless-steel pipe with threaded ends.
 - 2. Galvanized, Gray-Iron Threaded Fittings: ASME B16.4, Class 125, standard pattern.
 - 3. Malleable-Iron Unions: ASME B16.39, Class 150, hexagonal-stock body with ball-and-socket, metal-to-metal, bronze seating surface, and female threaded ends.
 - 4. Cast-Iron Flanges: ASME B16.1, Class 125.
- C. Ductile-Iron Pipe with Push-on Joint: AWWA C151, with push-on-joint bell and spigot ends.
 - 1. Push-on-Joint, Ductile-Iron Fittings: AWWA C110, ductile- or gray-iron standard pattern or AWWA C153, ductile-iron compact pattern.
 - a. Gaskets: AWWA C111, rubber.
- D. Soft Copper Tube: ASTM B88, Type L, water tube, annealed temper.
 - 1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper solder-joint fittings. Furnish wrought-copper fittings if indicated.
 - 2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end.
 - 3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- E. Hard Copper Tube: Type C, water tube, drawn temper.
 - 1. Copper Pressure Fittings: ASME B16.18, cast-copper-alloy or ASME B16.22, wrought-copper solder-joint fittings. Furnish wrought-copper fittings if indicated.
 - 2. Bronze Flanges: ASME B16.24, Class 150, with solder-joint end.
 - 3. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces and solder-joint or threaded ends.
- F. PE Pipe with Controlled ID: ASTM F771, PE 3408 compound.
 - 1. Insert Fittings for PE Pipe: ASTM D2609, nylon or propylene plastic with barbed ends. Include bands or other fasteners.
- G. PVC Pipe: ASTM D1785, PVC 1120 compound, Schedule 40.
 - 1. PVC Socket Fittings: ASTM D2466, Schedule 40.
 - 2. PVC Threaded Fittings: ASTM D2464, Schedule 80.
 - 3. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket ends.

- H. PVC Pipe, Pressure Rated: ASTM D2241, PVC 1120 compound.
 - 1. PVC Socket Fittings: ASTM D2467, Schedule 80.
 - 2. PVC Socket Unions: Construction similar to MSS SP-107, except both headpiece and tailpiece shall be PVC with socket or threaded ends.

2.2 PIPING JOINING MATERIALS

- A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch thick unless otherwise indicated; full-face or ring type unless otherwise indicated.
- B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.
- C. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for general-duty brazing unless otherwise indicated.
- D. Solder Filler Metals: ASTM B32, lead-free alloys. Include water-flushable flux according to ASTM B813.
- E. Solvent Cements for Joining PVC Piping: ASTM D2564. Include primer according to ASTM F656.
- F. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer unless otherwise indicated.

2.3 MANUAL VALVES

- A. Curb Valves:
 - 1. Description:
 - a. Standard: AWWA C800.
 - b. NPS 1 (DN 25) and Smaller Pressure Rating: 100 psi minimum.
 - c. NPS 1-1/4 to NPS 2 (DN 32 to DN 50) Pressure Rating: 80 psi
 - d. Body Material: Brass or bronze with ball or ground-key plug.
 - e. End Connections: Matching piping.
 - f. Stem: With wide-tee head.
- B. Curb-Valve Casing:
 - 1. Standard: Similar to AWWA M44 for cast-iron valve casings.
 - 2. Top Section: Telescoping, of length required for depth of burial of curb valve.
 - 3. Barrel: Approximately 3-inch diameter.
 - 4. Plug: With lettering "WATER."
 - 5. Bottom Section: With base of size to fit over valve.
 - 6. Base Support: Concrete collar.
- C. Shutoff Rods for Curb-Valve Casings: Furnish steel, tee-handle shutoff rod(s) with one pointed end, stem of length to operate deepest buried valve, and slotted end matching curb valve for Project.
- D. Brass Ball Valves:
 - 1. Description:
 - a. Standard: MSS SP-110.
 - b. SWP Rating: 150 psi.
 - c. CWP Rating: 600 psi.
 - d. Body Design: Two piece.

- e. Body Material: Forged brass.
 - f. Ends: Threaded or solder joint if indicated.
 - g. Seats: PTFE or TFE.
 - h. Stem: Brass.
 - i. Ball: Chrome-plated brass.
 - j. Port: Full
- E. Bronze Ball Valves:
- 1. Description:
 - a. Standard: MSS SP-110.
 - b. SWP Rating: 150 psi.
 - c. CWP Rating: 600 psi.
 - d. Body Design: Two piece.
 - e. Body Material: Bronze.
 - f. Ends: Threaded or solder joint if indicated.
 - g. Seats: PTFE or TFE.
 - h. Stem: Bronze.
 - i. Ball: Chrome-plated brass.
 - j. Port: Full
- F. Iron Ball Valves:
- 1. Description:
 - a. Standard: MSS SP-72.
 - b. CWP Rating: 200 psi.
 - c. Body Design: Split body.
 - d. Body Material: ASTM A126, gray iron.
 - e. Ends: Flanged.
 - f. Seats: PTFE or TFE.
 - g. Stem: Stainless steel.
 - h. Ball: Stainless steel.
 - i. Port: Full.
- G. Plastic Ball Valves:
- 1. Description:
 - a. Standard: MSS SP-122.
 - b. Pressure Rating: 125 psi. minimum
 - c. Body Material: PVC.
 - d. Type: Union.
 - e. End Connections: Socket or threaded.
 - f. Port: Full.
- H. Iron Gate Valves, Resilient Seated:
- 1. Description:
 - a. Standard: AWWA C509.
 - b. Pressure Rating: 200 psi minimum.
 - c. Body Material: Ductile or gray iron with bronze trim.
 - d. End Connections: Mechanical joint or push-on joint.
 - e. Interior Coating: Comply with AWWA C550.
 - f. Body Design: Nonrising stem.
 - g. Operator: Stem nut.
 - h. Disc: Solid wedge with resilient coating.
- I. Iron Gate Valve Casings:

1. Standard: AWWA M44 for cast-iron valve casings.
2. Top Section: Adjustable extension of length required for depth of burial of valve.
3. Barrel: Approximately 5-inch diameter.
4. Plug: With lettering "WATER."
5. Bottom Section: With base of size to fit over valve.
6. Base Support: Concrete collar

J. Operating Wrenches for Iron Gate Valve Casings: Furnish steel, tee-handle operating wrench(es) with one pointed end, stem of length to operate deepest buried valve, and socket matching valve operating nut for Project.

2.4 AUTOMATIC CONTROL VALVES

A. Bronze, Automatic Control Valves:

1. Description: Cast-bronze body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

B. Plastic, Automatic Control Valves:

1. Description: Molded-plastic body, normally closed, diaphragm type with manual-flow adjustment, and operated by 24-V ac solenoid.

2.5 AUTOMATIC DRAIN VALVES

A. Description: Spring-loaded-ball type of corrosion-resistant construction and designed to open for drainage if line pressure drops below 2-1/2 to 3 psi.

2.6 SPRINKLERS

A. General Requirements: Designed for uniform coverage over entire spray area indicated at available water pressure.

B. Plastic, Exposed, Impact-Drive Rotary Sprinklers:

1. Description:
 - a. Construction: ABS and corrosion-resistant metals.

C. Plastic, Pop-up, Gear-Drive Rotary Sprinklers:

1. Description:
 - a. Body Material: ABS.
 - b. Nozzle: ABS
 - c. Retraction Spring: Stainless steel.
 - d. Internal Parts: Corrosion resistant.
2. Capacities and Characteristics:
 - a. Flow: as specified on plan.
 - b. Pop-up Height: 4 inches above ground.
 - c. Arc: as specified on plan.
 - d. Radius: as specified on plan.

D. Plastic, Pop-up, Impact-Drive Rotary Sprinklers:

1. Description:

- a. Case: ABS.
 - b. Pop-up Height: 4 inches above ground.
 - c. Sprinkler Construction: ABS and other corrosion-resistant metals.
 - 2. Capacities and Characteristics:
 - a. Nozzle: as specified on plan.
 - b. Flow: as specified on plan.
 - c. Arc: as specified on plan.
 - d. Radius: as specified on plan.
 - e.
 - E. Plastic, Surface Spray Sprinklers:
 - 1. Description:
 - a. Body Material and Flange: ABS.
 - b. Pattern: Fixed, with flow adjustment.
 - 2. Capacities and Characteristics:
 - a. Nozzle: as specified on plan.
 - b. Flow: as specified on plan.
 - c. Arc: as specified on plan.
 - d. Radius: as specified on plan.
 - F. Plastic, Surface, Pop-up Spray Sprinklers:
 - 1. Description:
 - a. Body Material and Flange: ABS.
 - b. Pattern: Fixed, with flow adjustment. Pop-up Height: 4 inches above ground.
 - c. Nozzle: as specified on plan.
 - d. Flow: as specified on plan.
 - e. Arc: as specified on plan.
 - f. Radius: as specified on plan.
 - G. :
 - 1. Description:
 - a. Body Material: ABS.
 - b. Nozzle: ABS.
 - c. Retraction Spring: Stainless steel.
 - d. Internal Parts: Corrosion resistant.
 - e. Pattern: Fixed, with flow adjustment.
- 2.7 QUICK COUPLERS
- A. Description: Factory-fabricated, bronze or brass, two-piece assembly. Include coupler water-seal valve; removable upper body with spring-loaded or weighted, rubber-covered cap; hose swivel with ASME B1.20.7, 3/4-11.5NH threads for garden hose on outlet; and operating key.
 - 1. Locking-Top Option: Vandal-resistant locking feature.
- 2.8 CONTROLLERS
- A. Description:
Ellison Street & Parking Improvements
Burleson, Texas

1. Controller Stations for Automatic Control Valves: Each station is variable from in minutes. Include switch for manual or automatic operation of each station.
2. Exterior Control Enclosures: NEMA 250, Type 4, weatherproof, with locking cover and two matching keys; include provision for grounding.
 - a. Body Material: as specified on plan.
 - b. Mounting: as specified on plan.
3. Interior Control Enclosures: NEMA 250, Type 12, dripproof, with locking cover and two matching keys.
 - a. Body Material: as specified on plan.
 - b. Mounting: as specified on plan.
4. Control Transformer: 24-V secondary, with primary fuse.
5. Timing Device: Adjustable, 24-hour, 14-day clock, with automatic operations to skip operation any day in timer period, to operate every other day, or to operate two or more times daily.
 - a. Manual or Semiautomatic Operation: Allows this mode without disturbing preset automatic operation.
 - b. Nickel-Cadmium Battery and Trickle Charger: Automatically powers timing device during power outages.
 - c. Surge Protection: Metal-oxide-varistor type on each station and primary power.
6. Moisture Sensor: Adjustable from one to seven days, to shut off water flow during rain.
7. Wiring: UL 493, Type UF multiconductor, with solid-copper conductors; insulated cable; suitable for direct burial.
 - a. Feeder-Circuit Cables: No. 12 AWG minimum, between building and controllers.
 - b. Low-Voltage, Branch-Circuit Cables: No. 14 AWG minimum, between controllers and automatic control valves; color-coded different from feeder-circuit-cable jacket color; with jackets of different colors for multiple-cable installation in same trench.
 - c. Splicing Materials: Manufacturer's packaged kit consisting of insulating, spring-type connector, or crimped joint and epoxy resin moisture seal; suitable for direct burial.
8. Concrete Base: Reinforced precast concrete not less than 36 by 24 by 4 inches thick, and 6 inches greater in each direction than overall dimensions of controller. Include opening for wiring.

2.9 BOXES FOR AUTOMATIC CONTROL VALVES

A. Plastic Boxes:

1. Description: Box and cover, with open bottom and openings for piping; designed for installing flush with grade.
 - a. Size: As required for valves and service.
 - b. Shape: Rectangular.

B. Drainage Backfill: Cleaned gravel or crushed stone, graded from 3/4 inch minimum to 3 inches maximum.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Section 312000 "Earth Moving."
- B. Install warning tape directly above pressure piping, 12 inches below finished grades, except 6 inches below subgrade under pavement and slabs.
- C. Drain Pockets: Excavate to sizes indicated. Backfill with cleaned gravel or crushed stone, graded from 3/4 to 3 inches to 12 inches below grade. Cover gravel or crushed stone with sheet of asphalt-saturated felt and backfill remainder with excavated material.
- D. Provide minimum cover over top of underground piping according to the following:
 - 1. Irrigation Main Piping: Minimum depth of 36 inches below finished grade, or not less than 18 inches below average local frost depth, whichever is deeper.
 - 2. Circuit Piping: 12 inches.
 - 3. Drain Piping: 12 inches.
 - 4. Sleeves: 24 inches.

3.2 PIPING INSTALLATION

- A. Location and Arrangement: Drawings indicate location and arrangement of piping systems. Install piping as indicated unless deviations are approved on Coordination Drawings.
- B. Install piping at minimum uniform slope of 0.5 percent down toward drain valves.
- C. Install piping free of sags and bends.
- D. Install groups of pipes parallel to each other, spaced to permit valve servicing.
- E. Install fittings for changes in direction and branch connections.
- F. Install unions adjacent to valves and to final connections to other components with NPS 2 or smaller pipe connection.
- G. Install flanges adjacent to valves and to final connections to other components with NPS 2-1/2 or larger pipe connection.
- H. Install underground thermoplastic piping according to ASTM D2774.
- I. Install expansion loops in control-valve boxes for plastic piping.
- J. Lay piping on solid subbase, uniformly sloped without humps or depressions.
- K. Install ductile-iron piping according to AWWA C600.
- L. Install PVC piping in dry weather when temperature is above 40 deg F. Allow joints to cure at least 24 hours at temperatures above 40 deg F before testing.

3.3 JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

- B. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:
 - 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
 - 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- D. Flanged Joints: Select rubber gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.
- E. Ductile-Iron Piping Gasketed Joints: Comply with AWWA C600 and AWWA M41.
- F. Copper-Tubing Brazed Joints: Construct joints according to CDA's "Copper Tube Handbook," using copper-phosphorus brazing filler metal.
- G. Copper-Tubing Soldered Joints: Apply ASTM B813 water-flushable flux to tube end unless otherwise indicated. Construct joints according to ASTM B828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B32.
- H. PE Piping Fastener Joints: Join with insert fittings and bands or fasteners according to piping manufacturer's written instructions.
- I. PVC Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:
 - 1. Comply with ASTM F402 for safe-handling practice of cleaners, primers, and solvent cements.
 - 2. PVC Pressure Piping: Join schedule number, ASTM D1785, PVC pipe and PVC socket fittings according to ASTM D2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D2855.
 - 3. PVC Nonpressure Piping: Join according to ASTM D2855.

3.4 VALVE INSTALLATION

- A. Underground Curb Valves: Install in curb-valve casings with tops flush with grade.
- B. Underground Iron Gate Valves, Resilient Seat: Comply with AWWA C600 and AWWA M44. Install in valve casing with top flush with grade.

3.5 SPRINKLER INSTALLATION

- A. Install sprinklers after hydrostatic test is completed.
- B. Install sprinklers at manufacturer's recommended heights.
- C. Locate part-circle sprinklers to maintain a minimum distance of 4 inches from walls and 2 inches from other boundaries unless otherwise indicated.

3.6 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

- A. Equipment Mounting: Install interior controllers on wall.

1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.

B. Equipment Mounting: Install exterior freestanding controllers on precast concrete bases.

1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor bolts to elevations required for proper attachment to supported equipment.

C. Install control cable in same trench as irrigation piping and at least 2 inches below piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.7 IDENTIFICATION

A. Identify system components. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."

B. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.

1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

C. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tapes over underground piping during backfilling of trenches. See Section 312000 "Earth Moving" for warning tapes.

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

C. Any irrigation product will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.9 ADJUSTING

A. Adjust settings of controllers.

B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.

- C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with, or not more than 1/2 inch. above, finish grade.

3.10 PIPING SCHEDULE

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Piping in control-valve boxes and aboveground may be joined with flanges or unions instead of joints indicated.
- C. Aboveground irrigation main piping, NPS 4 shall be one the following:
 - 1. Galvanized-steel pipe and galvanized-steel pipe nipples; galvanized, gray-iron threaded fittings; and threaded joints.
 - 2. Type C, hard copper tube, wrought- or cast-copper fittings.
 - 3. Schedule 40, PVC pipe; socket-type PVC fittings; and solvent-cemented joints.
 - 4. Schedule 80, PVC pipe; Schedule 80, threaded PVC fittings; and threaded joints.
- D. Underground irrigation main piping, NPS 4 shall be one the following:
 - 1. NPS 3 and NPS 4 ductile-iron, push-on-joint pipe; ductile-iron, push-on-joint fittings and gaskets; and gasketed joints.
 - 2. Type C soft copper tube, wrought-copper fittings, and brazed joints.
 - 3. [Schedule 40] [Schedule 80], PVC pipe and socket fittings, and solvent-cemented joints.
 - 4. Schedule 80, PVC pipe; Schedule 80, threaded PVC fittings; and threaded joints.
 - 5. SDR 21, PVC, pressure-rated pipe; Schedule 80, PVC socket fittings; and solvent-cemented joints.
- E. Circuit piping, NPS 2 shall be one of the following:
 - 1. SIDR 7, PE, controlled ID pipe; insert fittings for PE pipe; and fastener joints.
 - 2. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
 - 3. SDR 26, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- F. Circuit piping, NPS 2-1/2 to NPS 4 shall be one the following:
 - 1. SIDR 7, PE, controlled ID pipe; insert fittings for PE pipe; and banded or fastener joints.
 - 2. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
 - 3. SDR 26, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- G. Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.
 - 1. Option: Plastic swing-joint assemblies, with offsets for flexible joints, manufactured for this application.
- H. Risers to Aboveground Sprinklers and Specialties: Type C hard copper tube, wrought-copper fittings.
- I. Risers to Aboveground Sprinklers and Specialties: Schedule 80, PVC pipe and socket fittings; and solvent-cemented joints.
- J. Drain piping shall be on of the following:
 - 1. SIDR 9, 11.5, or 15, PE, controlled ID pipe; insert fittings for PE pipe; and banded or fastener joints.
 - 2. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
 - 3. SDR 21, 26, or 32.5, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.

3.11 VALVE SCHEDULE

A. Underground, Shutoff-Duty Valves: Use the following:

1. NPS 2 and Smaller: Curb valve, curb-valve casing, and shutoff rod.
2. NPS 3 and Larger: Iron gate valve, resilient seated; iron gate valve casing; and operating wrench(es).

B. Aboveground, Shutoff-Duty Valves:

1. NPS 2 and Smaller: [Brass] [Brass or bronze] [Bronze] [Plastic] ball valve.
2. NPS 2-1/2 and Larger: Iron ball valve.

C. Throttling-Duty Valves:

1. NPS 2 and Smaller: Plastic automatic control valve.
2. NPS 2 and Smaller: Brass ball valve.
3. NPS 2-1/2 and NPS 3: Plastic automatic control valve.
4. NPS 2-1/2 and NPS 3: Iron ball valve.

D. Drain Valves:

1. NPS 1/2 and NPS 3/4 Automatic drain valve.
2. NPS 1/2 and NPS 3/4 Brass
3. NPS 1 to NPS 2 Brass ball valve.

END OF SECTION

SECTION 329113
SOIL PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.

1.2 DEFINITIONS

- A. Imported Soil: Soil that is transported to Project site for use.
- B. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- C. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- D. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- E. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- F. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- G. USCC: U.S. Composting Council.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each bulk-supplied material in sealed containers labeled with content, source, and date obtained; providing an accurate representation of composition, color, and texture.
- C. Soil test for planting mixes tested within 30 days of submittal.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. Planting-Soil Type: Trees and Shrubs: Manufactured soil consisting of manufacturer's basic topsoil, blended in a manufacturing facility with sand, stabilized organic soil amendments, and other materials to produce viable planting soil.
1. Basis of Design Product: Subject to compliance with requirements, provide Tree & Shrub Mix available at Living Earth, 1901 California Crossing, Dallas, TX 75220, 972.869.4332, www.livingearth.net or comparable product.
 2. Additional Properties of Manufacturer's Basic Soil before Amending: Soil reaction of pH 5 to 7.5 and minimum of 4 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
 3. Unacceptable Properties: Manufactured soil shall not contain the following:
 - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
 - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 5 percent by dry weight of the manufactured soil.
 - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 1-1/2 inches in any dimension.
 4. Blend manufacturer's basic soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 - a. Weight of Sulfur : 1-1/2 pounds per cu. yd. .
 - b. Weight of Commercial Fertilizer: 1/2 pound per cu. yd.
- B. Planting-Soil Type: Existing Soil- Turf and Seed Mixes (solid sod and hydroseed areas only) – Existing soils tested and meeting property requirements and approval by Landscape Architect. Amended with stabilized organic soil amendments, and other materials to produce viable planting soil. Contractor to provide current soil test of existing soils for approval by landscape architect.
1. Properties of Existing Soil before Amending: Soil reaction of pH 5 to 7.5 and minimum of 4 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
 2. Unacceptable Properties: Existing soil shall not contain the following:
 - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
 - b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 5 percent by dry weight of the manufactured soil.
 - c. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 1-1/2 inches in any dimension.
 3. Blend existing soil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
 - a. Ratio of Loose Compost to Soil: 1/2 pounds per cu. yard.
 - b. Volume of Sand: 1/3 per cu. yd.
 - c. Weight of Sulfur: 1-1/2 pounds per cu. yd.
 - d. Weight of Commercial Fertilizer: 1/2 pound per cu. Yd.

1 C. Structural-Soil Type: Street Tree Conditions: CU-Structural Soil, Minick Materials, Tim Shanahan, tims@minickmaterials.com, 405-834-8280

2.2 INORGANIC SOIL AMENDMENTS

- A. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent elemental sulfur, with a minimum of 99 percent passing through a No. 6 sieve and a maximum of 10 percent passing through a No. 40 sieve.
- B. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
 - 1. Feedstock: May include sewage sludge. May include animal waste .
 - 2. Reaction: pH of 5.5 to 8 .
 - 3. Soluble-Salt Concentration: Less than 4 dS/m.
 - 4. Moisture Content: 35 to 55 percent by weight.
 - 5. Organic-Matter Content: 30 to 40 percent of dry weight.
 - 6. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.
- B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.4 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other as specified.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

3.2 PLACING PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Application: Spread planting soil to total depth indicated on Drawings, but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.

- D. For Turf Areas till in 2" of planting soil into existing subgrade. For tree and shrub planting areas, apply a minimum of 12" depth.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.3 PROTECTION AND CLEANING

- A. Protect areas of in-place planting soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION

SECTION 329200
TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Seeding.
2. Sodding.

1.2 DEFINITIONS

- A. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- B. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project Site, 141 West Renfro St. Burleson, TX. 76028.

1.4 INFORMATIONAL SUBMITTALS

A. Certification of grass seed.

1. Certification of each seed mixture for turfgrass sod.

B. Product certificates.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
2. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the National Association of Landscape Professionals:
 - a. Landscape Industry Certified Technician - Exterior.
 - b. Landscape Industry Certified Lawn Care Manager.
 - c. Landscape Industry Certified Lawn Care Technician.

3. Pesticide Applicator: State licensed, commercial.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: Bermuda (Cynodon Dactylon)
 - 1. Quality, State Certified: State-certified seed of grass species as listed below for solar exposure.

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Approved, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Sod of grass species as follows: Bermuda (Cynodon Dactylon)

2.3 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1/2 lb per cubic yard of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

2.4 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.1 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to plans.
- B. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h).
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 2 lb/1000 sq. ft. (0.9 kg/92.9 sq. m).
- C. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.

3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across slopes exceeding 1:3.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

3.4 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.

3.5 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches (125 by 125 mm).
 - 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION

SECTION 329300

PLANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Plants.
2. Tree-watering devices.
3. Landscape edgings.

1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- C. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See drawing designations for planting soils.
- D. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots, the area of transition between the root system and the stem or trunk.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project Site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples of each type of mulch.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year.

1.6 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

1. Pesticide Applicator: State licensed, commercial.
 - B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
 - B. Handle planting stock by root ball.
 - C. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
- 1.8 WARRANTY
- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 2. Warranty Periods: From date of Substantial Completion.
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 - c. Annuals: Three months.

PART 2 - PRODUCTS

- 2.1 PLANT MATERIAL
- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 - B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
 - C. Annuals: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 FERTILIZERS

- A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
1. Size: 10-gram tablets.
 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

- A. Organic Mulch: Shredded Hardwood.
- B. Mineral Mulch: Rounded river rock
1. Size Range: 4-6 inches
 2. Color: Brazos River Rock
- C. Mineral Mulch: Decomposed granite.
1. Size Range: 3/4 inch (19 mm) maximum, 1/4 inch (6.4 mm) minimum.
 2. Color: Natural stone, submit sample.

2.4 WEED-CONTROL BARRIERS

- A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. (101g/sq. m) minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.

2.5 PESTICIDES

- A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

2.6 LANDSCAPE EDGINGS

- A. Steel Edging: Standard commercial-steel edging, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.
1. Edging Size: 1/8 inch (3.2 mm) thick by 4 inches (100 mm) deep.
 2. Finish: Black paint.

PART 3 - EXECUTION

3.1 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil **placement** and mix planting soil according to notes on plan.

- B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. Excavate approximately three times as wide as ball diameter.
 - 3. Excavate at least 12 inches (300 mm) wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.

3.3 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Set each plant plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.
 - 1. Backfill: For trees, use excavated soil for backfill.
 - 2. Balled and Burlapped Stock: After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Container-Grown Stock: Carefully remove root ball from container without damaging root ball or plant.
 - 4. Fabric Bag-Grown Stock: Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 5. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 6. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.
 - a. Quantity: Two per plant.
 - 7. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.4 TREE, SHRUB, AND VINE PRUNING

- A. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

3.5 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings.
- B. Dig holes large enough to allow spreading of roots.
- C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.6 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees in Turf Areas: Install mulch ring at 3-inch thickness with a mulch ring extending 12" outside of root ball.
 - 2. Planting Areas: Install mulch at 3-inch thickness, extending whole surface of planting area.

3.7 INSTALLATION OF EDGING

- A. Steel Edging: Install steel edging where indicated according to manufacturer's written instructions. Anchor with steel stakes spaced approximately 60 inches apart, driven below top elevation of edging.

3.8 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible, to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
- D. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- E. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

3.9 MAINTENANCE SERVICE

A. Maintenance Service: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:

1. Maintenance Period for Trees and Shrubs: 12 months from date of Substantial Completion.
2. Maintenance Period for Ground Cover and Other Plants: 12 months from date of Substantial Completion.

END OF SECTION

-END OF TECHNICAL SPECIFICATIONS-

SPECIAL SPECIFICATION

ELLISON STREET & PARKING IMPROVEMENTS**CONSTRUCTION PAY ITEMS:**

As listed in the Proposal, construction pay items shall be measured and paid for in accordance with the applicable measurement and payment paragraphs including these Special Conditions. Details provided in the construction plan documents and provisions of the "Contract Documents and Specifications" for this project take precedence over referenced specifications.

PAY ITEM 1 & 2: Mobilization (Phase 1 & 2 and Phase 3 & 4):

Work under this pay item shall include moving of personnel, equipment, and supplies to and from the project or project site vicinity to begin work and complete work on pay items. In addition to the work under mobilization, the contractor shall verify all underground line depths for potential conflict with the proposed project. Contractor shall reference NCTCOG standard specifications for work performed as part of mobilization.

Pay Item 1 is mobilization for the areas noted as "Phase 1" and "Phase 2" on Plan Sheet C0.03. This is the area south of the long dashed line, shown on the respective plan sheet, that generally separates the new alignment of Ellison Street from the proposed off-street parking lot north of Ellison Street.

Pay Item 2 is mobilization for the area north of the long dashed line shown on Plan Sheet C0.03. The mobilization for Phase 3 and Phase 4 shall be inclusive for the moving of personnel, equipment, and supplies for both the demolition as well as the construction of the off-street parking lot and on-street parking on Bransom Street.

Measurement and payment shall be at the unit price of lump sum for mobilization (phase 1 & 2) and for mobilization (phase 3 & 4). Mobilization shall not exceed 5% of the total amount bid.

REMOVAL ITEMS**PAY ITEM 3 – 7, 9 – 10: Remove Concrete sidewalk, step, ADA ramp, driveway, pavement, curb & gutter, and valley gutter:**

This item includes the removal and disposing of existing concrete sidewalk, steps, curb ramp, driveway, pavement, curb & gutter, and valley gutter as shown on the construction plans. Removal of miscellaneous concrete pads will be subsidiary to these pay items. This item shall be completed per NCTCOG specification item 203 "Site Preparation".

Measurement and payment shall be at the unit price of square yard of concrete pavement and other concrete facilities to be removed, complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 8: Remove Asphalt Pavement:**

This item includes the removal and disposing of existing asphalt pavement as shown on the construction plans. This item shall be completed per NCTCOG specification item 203 "Site Preparation".

Measurement and payment shall be at the unit price of square yard of asphalt pavement to be removed, complete in place.

PAY ITEM 11: Salvage Fire Hydrant:

This item includes removing and salvaging the existing fire hydrant as shown on the construction plans. This item shall be completed per NCTCOG specification item 203 "Site Preparation".

Measurement and payment shall be at the unit price of each fire hydrant to salvage, complete in place.

PAY ITEM 12: Site Clearing:

This item includes the clearing of Lot 1 Block 56 of all remaining miscellaneous items not covered by other bid items. Items part of the site clearing pay item include, but not limited to, signs and poles, miscellaneous pole mounts, flag pole, brick planters, landscape edging, fence, water meters, cleanouts, irrigation, service gate valves, lighting, bushes, and shrubs. The existing generator shall be disposed of; the City shall not salvage the generator. Contractor shall refer to NCTCOG specification item 201 "Site Protection" and item 203 "Site Preparation".

Measurement and payment shall be at the unit price of lump sum of site clearing to be completed.

PAY ITEM 13: Remove Sign Panel & Post:

Contractor to refer to Section 33 05 14 for setting grade rings, frame, and cover.

Measurement and payment shall be at the unit price of each manhole frame rim and cover to be realigned and grouted.

PAY ITEM 14: Remove 1-Story Brick Building (Area~10,105 SF):

This item shall include demolition and disposal of the existing 1-story brick building (area ~ 10,105 SF) located on Lot 1 Block 56. Contractor shall refer to Technical Specification 024116 – Building Demolition. Asbestos abatement shall be per Pay Item 15. Contractor shall perform demolition and disposal of the existing building after occupation and asbestos abatement is complete.

ELLISON STREET & PARKING IMPROVEMENTS

Measurement and payment shall be at the unit price of each existing building and associated foundation (paid in lump sum per each building) to be demolished and disposed of.

PAY ITEM 15: Abatement and Disposal of All Asbestos-containing Material:

This item shall include the abatement and disposal of all asbestos-containing material as indicated in the asbestos survey for the building located on Lot 1 Block 56, in accordance with the Asbestos Abatement Specifications. This pay item shall include all and any required National or State fees, including Texas Department of State Health services notification fee.

Measurement and payment shall be at the lump sum of the abatement and disposal of all asbestos-containing material, including any required fees.

PAY ITEM 16: Remove 1-Story Wood Shed (Area~100 SF):

This item shall include demolition and disposal of the existing 1-story wood shed (area ~ 100 SF) located on Lot 1 Block 56. Contractor shall refer to Technical Specification 024116 – Building Demolition.

Measurement and payment shall be at the unit price of each existing shed and associated foundation (paid in lump sum per each building) to be demolished and disposed of.

PAY ITEM 17: Remove Antenna Tower:

Contractor to remove and dispose of the existing antenna tower per NCTCOG specification item 203 “Site Preparation”.

Measurement and payment shall be at the unit price of each antenna tower to be removed and disposed of.

PAVING ITEMS**PAY ITEM 18-19: Borrow and Embankment by Plan:**

This item includes borrow (fill) and embankment (cut) per the construction plans. Contractor shall reference NCTCOG specification items 203.4 “Borrow & Spoil”, 203.5 “Embankment”, and 301 “Subgrade, Subbase, and Base Preparation.”

Measurement and payment shall be at the unit price of cubic yards of embankment (cut) and borrow (fill), complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 20: Hydrated Lime:**

This item includes furnishing the hydrated lime required for the lime stabilized subgrade per NCTCOG specification item 301 "Subgrade, Subbase, and Base Preparation" and 301.2 "Lime Treatment".

Measurement and payment shall be at the unit price of tons of hydrated lime.

PAY ITEM 21-22: 6" & 8" Lime Treatment:

This item includes preparing the 6" or 8" lime treated subgrade as indicated in the plans per standard city details and NCTCOG specification item 301 "Subgrade, Subbase, and Base Preparation" and 301.2 "Lime Treatment".

Measurement and payment shall be at the unit price of square yards of 6" & 8" lime treatment, complete in place.

PAY ITEM 23-24: 6" & 8" Flexible Base, Type A, GR-1:

This item includes preparing the 6" or 8" flexible base subgrade, Type A, Grade 1, as indicated in the plans per standard city details and NCTCOG specification item 301 "Subgrade, Subbase, and Base Preparation" and 301.5 "Flexible Subbase or Base (Crushed Stone/Concrete)".

Measurement and payment shall be at the unit price of square yards of 6" & 8" flexible base, complete in place.

PAY ITEM 25-27: 2" Type D and 3" & 5" Type B Asphalt Pavement:

This item includes furnishing all the materials and installing the hot mix asphalt pavement as indicated in the plans, per standard city details and NCTCOG specification item 302 "Asphalt Pavement". The asphalt pavement for the roadway shall be 7" thick with 2" Type D over 5" Type B (2 lifts). The asphalt pavement for the on-street parking, indicated on the plans, shall be 5" thick with 2" Type D over 3" Type B.

Measurement and payment shall be at the unit price of square yards of 2" Type D, 3" Type B, and 5" Type B asphalt pavement, complete in place.

PAY ITEM 28: 6" Concrete Pavement:

This item includes the furnishing the materials and constructing the 6" concrete pavement, including, but not limited to, jointing, header, and rebar, per standard city details and NCTCOG specification item 303 "Portland Cement Concrete Pavement".

Measurement and payment shall be at the unit price of square yards of 6" concrete pavement, complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 29-30: Concrete Sidewalk Adjacent to Retaining Wall:**

This item includes furnishing the materials and installing the 5" concrete sidewalk and retaining wall as shown in the plans per standard city details and NCTCOG specification item 303 "Portland Cement Concrete Pavement".

Measurement and payment shall be at the unit price of square foot of concrete sidewalk and retaining wall, complete in place.

PAY ITEM 31: Low Retaining Wall:

This item includes the furnishing the materials and constructing the 6" concrete pavement, including, but not limited to, jointing, drainage piping, and rebar, per NCTCOG specification item 303 "Portland Cement Concrete Pavement" and item 802 "Steps & Retaining Walls". The low wall detail on the "Sidewalk with Wall" standard city detail, shall be used.

Measurement and payment shall be at the unit price of square foot of low retaining wall, complete in place.

PAY ITEM 32: 6" Concrete Driveway:

This item includes the furnishing the materials and constructing the 6" concrete driveway, including, but not limited to, curb return, jointing, header, and rebar, per standard city details and NCTCOG specification item 303 "Portland Cement Concrete Pavement".

Measurement and payment shall be at the unit price of square feet of 6" concrete driveway, complete in place.

PAY ITEM 33: 6" Valley Gutter:

This item includes the furnishing the materials and constructing the 6" concrete valley gutter, including, but not limited to, curb return, jointing, header, and rebar, per standard city details and NCTCOG specification item 303 "Portland Cement Concrete Pavement".

Measurement and payment shall be at the unit price of square yard of 6" concrete valley gutter, complete in place.

PAY ITEM 34: Curb Ramp (ADA Compliant):

This item includes installing a curb ramp as indicated in the plans per city standard sidewalk details and NCTCOG specification item 303 "Portland Cement Concrete Pavement."

Measurement and payment shall be at the unit price of each curb ramp, complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 35: Ramp w/ Handrails:**

This item includes installing a 5" thick ramp (30" maximum rise, 8.33% maximum longitudinal slope) per city standard sidewalk details and NCTCOG specification item 303 "Portland Cement Concrete Pavement." Handrails shall be measured and paid separately from this pay item.

Measurement and payment shall be at the unit price of square foot of ramp to be constructed, complete in place.

PAY ITEM 36: Handrails:

This item includes furnishing and installing handrails at the locations indicated in the plans per city standard details, TXDOT specification item 450, and ADA/TAS requirements.

Measurement and payment shall be at the unit price of linear feet of handrails, complete in place.

PAY ITEM 37: 6" Concrete Curb and Gutter:

This item includes installing standard separate 6" concrete curb and gutter according to the construction plans, standard city details, and NCTCOG specification item 303 "Portland Cement Concrete Pavement". This item includes the foundation course under and behind the gutter and curb at locations where flexible base is to be prepared.

Measurement and payment shall be at the unit price of linear foot of standard 6" concrete curb and gutter, complete in place.

PAY ITEM 38: 2"-6" Concrete Curb at Back of Sidewalk:

This item includes installing standard 6" concrete curb and gutter according to the construction plans, standard city details, and NCTCOG specification item 303 "Portland Cement Concrete Pavement". 2" curb at the back of sidewalk does not require rebar. The curb at the back of type 2 curb ramps shall be subsidiary to the curb ramp.

Measurement and payment shall be at the unit price of linear foot of 2" – 6" concrete curb at back of sidewalk, complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 39: 3" Mountable Curb:**

This item includes installing standard separate 3" concrete mountable curb and gutter according to the construction plans, project details, and NCTCOG specification item 303 "Portland Cement Concrete Pavement".

Measurement and payment shall be at the unit price of linear foot of 3" mountable curb, complete in place.

PAY ITEM 40: Steel Plate (over flume):

This item includes furnishing and installing a fabricated 1/4" thick steel plate that meets ADA/TAS requirements for pedestrian walking surface. The steel plate shall be installed per project details provided in the plans.

Measurement and payment shall be at the unit price of linear foot of steel plate, complete in place.

PAY ITEM 41: 4" SLD Pavement Marking HAS (W) (Parking Striping):

This item includes preparing the surface, furnishing and installing the white 24" solid pavement marking, and sealing the pavement marking per NCTCOG specification item 804.

Measurement and payment shall be at the unit price of linear feet of REF PAV MRK TY I (W) 24" (SLD) (100 MIL), pavement sealer, and PAV SURF PREP, complete in place.

PAY ITEM 42: Handicap Parking Symbol & "NO PARKING" Paint:

This item includes the work to perform and required materials furnished to paint the handicap parking symbol on each accessible space and the "NO PARKING" words on each accessible aisle and as indicated on the plans, in accordance to NCTCOG specification item 804.

Measurement and payment shall be at the unit price of each handicap symbol and "NO PARKING" to be painted, complete in place.

PAY ITEM 43: Fire Lane Marking:

This item includes preparing the surface, furnishing materials and installing the fire lane pavement marking per project details as provided in the construction plans and in accordance to NCTCOG specification item 804.

Measurement and payment shall be at the unit price of linear feet of fire lane pavement marking to be painted, complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 44: Wheel Stop:**

This item includes the installation of the wheel stop at locations indicated on the plans per project details provided in the construction plans.

Measurement and payment shall be at the unit price of each wheel stop, complete in place.

PAY ITEM 45: Blue Reflector:

See Pay Item 65.

PAY ITEM 46: ADA Parking Sign & Post:

This item includes furnishing and installing aluminum sign(s) of the ADA parking sign, post, and ground mount per project details provided in the construction plans.

Measurement and payment shall be at the unit price of each aluminum sign ground mount to furnish and install, complete in place.

TRAFFIC ITEMS**PAY ITEM 47: 2" CONDT PVC SCH 80 (T):**

This item includes furnishing and installing 2" CONDT PVC SCH 80 (T) per construction plans, project details, and NCTCOG specification item 805 "Electrical Components & Conduit".

Measurement and payment shall be at the unit price of linear foot of 2" CONDT PVC SCH 80 (T), complete in place.

PAY ITEM 48, 50, & 51: Audible Pedestrian Pushbutton Station, 5' Pedestrian Push Button Pole, and RRFB Assembly Double Sided (Solar):

This item includes furnishing and installing audible pedestrian pushbutton station, 5' pedestrian push button pole, and RRFB assembly double sided (solar) at the locations indicated in the construction plans per project detail.

Measurement and payment shall be at the unit price of each audible pedestrian pushbutton station, 5' pedestrian push button pole, and RRFB assembly double sided (solar), complete in place.

ELLISON STREET & PARKING IMPROVEMENTS

PAY ITEM 49: 3/C 14 AWG Multi- Conductor Cable:

This item includes furnishing and installing 3/C 14 AWG multi-conductor cable per construction plans, project details, and NCTCOG specification item 805 "Electrical Components & Conduit".

Measurement and payment shall be at the unit price of linear foot of 3/C 14 AWG multi-conductor cable, complete in place.

PAY ITEM 52: Furnish/Install Alum Sign Ground Mount City Std.:

This item includes furnishing and installing aluminum sign(s), pole, and ground mount per the City of Burleson Old Town standard details as provided in the plans.

Measurement and payment shall be at the unit price of each aluminum sign and ground mount to furnish and install, complete in place.

PAY ITEM 53: Install Alum Sign Ground Mount City Std.:

This item includes installing aluminum sign(s), pole, and ground mount of the existing sign(s) to be relocated as indicated in the plans.

Measurement and payment shall be at the unit price of each aluminum sign ground mount to installed/relocated, complete in place.

PAY ITEM 54-56: REF PAV MRK TY I (W) 18" (YLD TRI) (100 MIL), PAVEMENT SEALER, AND PAV SURF PREP:

This item includes preparing the surface, furnishing and installing the white 18" yield triangle pavement marking, and sealing the pavement marking per NCTCOG specification item 804.

Measurement and payment shall be at the unit price of each REF PAV MRK TY I (W) 18" (YLD TRI) (100 MIL), pavement sealer, and PAV SURF PREP, complete in place.

PAY ITEM 57-59: REF PAV MRK TY I (W) 24" (SLD) (100 MIL), PAVEMENT SEALER, AND PAV SURF PREP:

This item includes preparing the surface, furnishing and installing the white 24" solid pavement marking, and sealing the pavement marking per NCTCOG specification item 804.

Measurement and payment shall be at the unit price of linear feet of REF PAV MRK TY I (W) 24" (SLD) (100 MIL), pavement sealer, and PAV SURF PREP, complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 60-65: REF PAV MRK TY I (W) (ARROW) & (DBL ARROW) (100 MIL), PAVEMENT SEALER, AND PAV SURF PREP:**

This item includes preparing the surface, furnishing and installing the white single arrow and double arrow pavement markings, and sealing the pavement marking per NCTCOG specification item 804.

Measurement and payment shall be at the unit price of each REF PAV MRK TY I (W) (ARROW) & (DBL ARROW) (100 MIL), pavement sealer, and PAV SURF PREP, complete in place.

PAY ITEM 45 & 66: REFL PAV MRKR TY II-C-R AND BLUE:

This item includes furnishing and installing reflective pavement markers TY II-C-R and Type Blue per project details and technical specifications provided.

Measurement and payment shall be at the unit price of each reflective pavement marker, complete in place.

PAY ITEM 67: TRAFFIC BUTTON TY W:

This item includes furnishing and installing white traffic buttons per project details and technical specifications provided.

Measurement and payment shall be at the unit price of each traffic button, complete in place.

WATER ITEMS**PAY ITEM 68 & 69: 6" and 8" PVC Water Pipe:**

This item includes furnishing and installing 6" and 8" AWWA C900 PVC water pipe by open cut, including trench repair required to maintain traffic outside of work hours, if any. 6" and 8" PVC water pipe is to be completed per standard city details and NCTCOG specification item 501.14 "PVC Water Pipe", item 504 "Open Cut – Backfill", and item 506 "Open Cut – Water Conduit Installation".

Measurement and payment shall be at the unit price of linear feet of 6" and 8" AWWA C900 PVC water pipe, complete in place.

ELLISON STREET & PARKING IMPROVEMENTS

PAY ITEM 70 & 71: 6" and 8" Gate Valves:

This item includes furnishing and installing 6" and 8" gate valves as indicated in the plans per standard city details and NCTCOG specification item 502.6.2 "Resilient-Seated Gate Valves".

Measurement and payment shall be at the unit price of each 6" and 8" gate valve, complete in place.

PAY ITEM 72: Fire Hydrant Assembly

This item includes furnishing and installing the fire hydrant assembly. This item includes, but is not limited to, the fire hydrant lead, hydrant base, thrust block, and riser required to install the fire hydrant. Contractor shall reference standard city details and NCTCOG specification item 502.3 "Fire Hydrants". The gate valve for the fire hydrant shall be paid separately according to the pay item for gate valves.

Measurement and payment shall be at the unit price of each fire hydrant assembly, complete in place.

PAY ITEM 73 & 74: Salvage 6" and 8" Gate Valves:

This item includes removing and salvaging the existing 6" and 8" gate valves as indicated on the plans per NCTCOG specification item 203 "Site Preparation".

Measurement and payment shall be at the unit price of each existing 6" and 8" gate valve to be removed and salvaged, complete in place.

PAY ITEM 75: Adjust Existing Gate Valve to Final Grade:

This item includes adjusting an existing gate valve and its riser/vault to final grade per NCTCOG specification item 201 "Site Protection" and item 203 "Site Preparation".

Measurement and payment shall be at the unit price of each gate valve to be adjusted to final grade, complete in place.

PAY ITEM 76: Connect to Existing Water (4" – 12"):

This item includes connecting to the existing water main (4" – 12") as indicated on the plans per NCTCOG specification item 506.6 "Connections to Existing Water Conduits". Connecting the existing fire hydrant to the proposed water main shall be subsidiary to the installation of the water main.

Measurement and payment shall be at the unit price of lump sum of traffic control complete in place.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 77: Ductile Iron Fittings:**

This item includes furnishing and installing ductile iron fittings per NCTCOG specification item 501.7 "Ductile-Iron Pressure Pipe and Fittings" and 502.4 "Thrust Restraint".

Measurement and payment shall be at the unit price of tons of ductile iron fittings, complete in place.

PAY ITEM 78: Trench Safety:

This item consists of the basic requirements which the contractor must comply with in order to provide for the safety and health of workers in a trench. The contractor shall develop, design and implement the trench safety protection system. The contractor shall bear sole responsibility for the adequacy of the trench safety system and providing "a safe place to work" for the workman.

The trench excavation safety protection system shall be used for all trench excavations deeper than five (5) feet. The Excavation and Trenching Operations Manual of the Occupational Safety and Health Administration, U.S. Department of Labor, shall be the minimum governing requirement of this item and is hereby made a part of this specification. The contractor shall, in addition, comply with all other applicable Federal, State, and local rules, regulations, and ordinances.

Measurement and payment shall be at the unit price of linear feet of trench safety, complete in place.

LANDSCAPE ITEMS**PAY ITEM 79: Pedestrian Concrete Pavement (5" Thick):**

This item includes furnishing the materials and installing the 5" thick pedestrian concrete pavement (concrete sidewalk) as shown in the plans per standard city details and NCTCOG specification item 303 "Portland Cement Concrete Pavement".

Measurement and payment shall be at the unit price of square foot of pedestrian concrete pavement (5" thick) complete in place.

PAY ITEM 80-91, 94-95:

See technical specifications for all landscape and hardscape items.

ELLISON STREET & PARKING IMPROVEMENTS**PAY ITEM 92: Light Poles:**

This item includes furnishing the materials and installing light poles as shown in the plans per project details and NCTCOG specification item 805 "Electrical Components and Conduit".

Measurement and payment shall be at the unit price of each light pole, complete in place.

PAY ITEM 93: Electrical Improvements:

This item includes furnishing the materials and installing all improvements shown in the construction plans. These items for electrical improvements include, but not limited to, conduits, junction boxes, risers, and controllers. Light poles are separate from this pay item (See Pay Item 86). Electrical Improvements shall be installed as shown in the plans per details and NCTCOG specification item 805 "Electrical Components and Conduit".

Measurement and payment shall be at the unit price of lump sum of total electrical improvements as outlined in the specifications and plans, complete in place.

MISCELLANEOUS ITEMS**PAY ITEM 96: SWPPP ≥ 1 acre:**

This item includes all the temporary control measures necessary to prevent and control soil erosion, sedimentation, and water pollution. See NCTCOG specification item 202 "Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control".

Measurement and payment shall be at the unit price of the lump sum of SWPPP complete in place.

PAY ITEM 97: Traffic Control:

This item includes providing temporary traffic control, including, but not limited to, flaggers, signs, barrels, barricades, and temporary work zone striping per the "Texas Manual of Uniform Traffic Control Devices for streets and Highways" (TMUTCD) Part 6 "Temporary Traffic Control", NCTCOG specification item 801, and the details provided in the construction plans.

Measurement and payment shall be at the unit price of the lump sum of temporary traffic control complete in place.

-END OF SPECIAL SPECIFICATIONS-

ASBESTOS ABATEMENT SPECIFICATIONS



**CITY OF BURLESON
ASBESTOS ABATEMENT SPECIFICATIONS**

**Commercial Office Building
225 W. Renfro Street
Burleson, Texas 76028**

Asbestos Containing Materials Removal

Prepared for:

**City of Burleson
141 W. Renfro St.
Burleson, Texas 76028**

Prepared by:

**VANTAGE ENVIRONMENTAL SERVICES, LP
The Madison
15851 Dallas Parkway, Suite 600
Addison, Texas 75001**



SPECIFICATIONS FOR ASBESTOS ABATEMENT

**Commercial Office Building
225 W. Renfro Street
Burleson, TX 76028**

Asbestos Containing Materials Removal

* * *

Prepared

For

THE CITY OF BURLESON, TEXAS

* * *

by

VANTAGE ENVIRONMENTAL SERVICES, LP

Project Principal:

Manuel Rangel

Consultant License No. 10-5060

Date: October 25, 2023

Project No. 2023-1297

Specification No. 1.0

Revision No. 0

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**Commercial Office Building
225 W. Renfro Street
Burleson, Texas 76078**

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Manuel Rangel TDSHS 10-5060

APPENDIX A
SCOPE OF WORK

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PROJECT SPECIFIC SCOPE OF WORK

1.0 DESCRIPTION OF WORK – GENERAL

Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, installed and/or consumable materials, equipment, tools, services, testing devices, warehousing, and each and every item of expense necessary for the removal, handling, hauling, unloading and receiving, construction, evaluation, design engineering, testing, and assembly for the abatement of asbestos-containing or contaminated materials herein called the Work.

2.0 SCOPE OF WORK, SPECIFICATIONS, DRAWINGS AND EXHIBITS

All Work shall be performed in strict accordance with the following described specifications and other documents, which by this reference are made a part thereof.

2.1 Scope of Work

2.2 Technical Specifications

<u>Specification No.</u>	<u>Revision No.</u>	<u>Title</u>
1.0	0.0	Technical Specifications for Asbestos Abatement

2.3 General Terms and Conditions

2.4 Drawings

2.5 Exhibits

<u>Exhibit No.</u>	<u>Revision No.</u>	<u>Title</u>
(Reserved)		

3.0 DESCRIPTION OF WORK – SPECIFIC

The work described in Articles 1.0 and 2.0 of this APPENDIX A shall include, but not be limited to, the following:

3.1 The proper removal, transportation and disposal of all carpet located within the building located at 225 W. Renfro Street. Approximately 3,200 sq. ft. of asbestos containing flooring mastics under carpet throughout the office areas has been identified (see attached drawing for locations).



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- After removal of carpet, all walls, millwork, door frames, etc. shall be inspected at floor level and removed and disposed of as non-asbestos containing materials, if necessary, in order to access asbestos containing flooring materials.
- The Contractor is responsible for providing power for the duration of the abatement project.
- Water may be accessed from the fire hydrant located on the site; however, it is the responsibility of the Contractor to secure a construction meter from the Utility Billing Department.

The contractor is responsible for confirming volumes of materials to be removed for the entire project. Any reference to material quantities, including in the asbestos survey report, are estimates only as material volumes are to be verified by the contractor. The purpose of the project is to remove all asbestos containing flooring materials from the building in preparation for demolition.

Instructions:

- The contractor shall remove the interior building materials under full containments using wet removal methods, negative pressure methods. All carpet is to be removed by the abatement contractor. Flooring that is encountered beneath walls, cabinets or under existing flooring is the responsibility of the contractor to remove.
- The building is scheduled for demolition, interior/exterior finishes do not need to be protected. Interior restrooms are available for contractors' use.
- The work areas shall remain secure by the contractor at all times. The security of the site is the responsibility of the contractor.
- Wetting of materials shall be kept at a minimum.
- All methods for removal of mastic must be approved by the Owner or Consultant. If solvents are used, the solvent will be required to conform to a minimum of the following conditions:
 - (1) Flash point (open or closed cup) >200°F,
 - (2) Auto Ignition Temperature >600°F,
 - (3) Slight odor,
 - (4) Ph neutral,
 - (5) Aromatic vapors <100 ppm, and
 - (6) Will not react violently with water.



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Respirator cartridges capable of filtering fumes will be required.

Project Schedule:

Start dates will be contingent on contract/agreement timing. The contractor shall complete the abatement within, and no later than, a 5-day window. The contractor shall submit a schedule to the owner and consultant (Vantage) that includes workdays, work hours and anticipated completion of the asbestos removal.

The awarded contractor will be notified and will submit the notification to the State of Texas for asbestos abatement.

General:

- 3.1 The Contractor shall provide all labor, material, and equipment necessary to complete the project. All asbestos abatement shall be performed in accordance with all current federal, state, and local regulations. Full containment procedures shall be used. All penetrations shall have critical barriers installed.
- 3.2 The City of Burleson shall be responsible for the cost associated with one set of final air clearances (initial clearances). The additional cost for re-cleaning, re-inspecting, and re-testing for asbestos abatement projects, in the event of air clearance failure, shall be the responsibility of the Contractor.
- 3.3 The contractor shall establish negative air containment(s) at each work area to include wet decontamination unit(s).
- 3.4 Verification of quantities for each project is the responsibility of the Contractor.
- 3.5 The contractor shall file TDSHS Notification. The Contractor is responsible for any and all fees, penalties, and violations assessed by the TDSHS, for errors and omissions as a result of their work.
- 3.6 The Contractor shall be responsible for any damage done to the owner's property (or the consultant's) as a result of the abatement activities. Contractor shall repair damaged areas or property according to the owner's/consultant's satisfaction.
- 3.7 For each project: each containment area shall be established as directed in each project specific Scope of Work. The enclosure shall be constructed to maintain a negative air pressure of 0.02 inches of water column for an indefinite period of time until the final air clearance is achieved, and the Contractor is authorized by the Consultant to remove the containment. All work shall be in accordance with all applicable State, Federal and local regulations.



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- 3.8 A closed top, waste storage dumpster will be allowed on site, the location to be determined by the Owner. All waste generated by the Contractor shall proceed directly to the landfill. No waste from other projects shall be mixed with the waste from this project. The contractor shall specify the name of the job on the waste manifest, verified by the Consultant, before the materials leave the jobsite. In open public areas, all waste shall be transported from the work area to the dumpster in covered waste buggies.
- 3.9 Respiratory protection shall be (at a minimum) full face powered air purifying respirators equipped with proper filters for asbestos dust, for friable asbestos containing material and half-face air purifying respirators for non-friable asbestos containing materials. The Consultant shall determine the friability of the asbestos containing materials and shall be responsible for verifying the respiratory assessment to conform to all applicable state and federal regulations.
- 3.10 If equipment is left operational, the Contractor shall provide an individual to watch the containment on a 24 hour per day basis (may be waived by Consultant/Owner). This individual shall be fully qualified to enter the containment area and respond in the event that a problem arises. The area may be sealed and contained after each shift only after aggressive clearances are provided.
- 3.11 The Owner will be responsible for providing water at the site. All connections to and disconnections from the water source shall be the responsibility of the Contractor.
- 3.12 The Contractor will be responsible for providing their own electrical power. The contractor shall be responsible for and employ a licensed electrician and/or personnel trained to perform electrical connections and disconnections.

4.0 REPLACEMENT OF ABATED MATERIAL

- 4.1 Reserved

5.0 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

- 5.1 Furnished by Contractor

Except as expressly set forth in Section 5.2 of this Article, Contractor shall, as a part of the Scope of Work, supply, install, properly maintain, and remove all temporary construction facilities and utilities necessary for full and complete performance of the Work. Such items shall include, but not necessarily be limited to, those listed below. The type of facilities, move-in and move-out dates, and locations on the jobsite shall be subject to and in accordance with the review and approval of Owner or Consultant.



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- 5.1.1 All equipment for the proper handling, movement, filtration, and/or differential pressurization of workspace air.
- 5.1.2 All temporary buildings, including change rooms and/or decontamination units.
- 5.1.3 All sanitary facilities, including janitorial services.
- 5.1.4 First aid facilities.
- 5.1.5 Fuels and lubricants.
- 5.1.6 Heating fuels.
- 5.1.7 Transportation facilities on and off site.
- 5.1.8 Communication facilities.
- 5.1.9 Compressed air and gasses.
- 5.1.10 Maintenance of Contractor's laydown, storage and Work areas and roads within such areas.
- 5.1.11 Rigging, scaffolding, and all equipment for erection.
- 5.1.12 Electric panel and distribution wiring. Connections to and disconnections from the power source shall be by the Contractor.
- 5.1.13 All cranes and other necessary equipment for lifting and moving equipment.
- 5.1.14 All stress-relieving equipment and complete stress-relieving equipment.
- 5.1.15 All air monitoring and other non-destructive testing required of the Contractor by regulation ordinates or standards.
- 5.1.16 Pumping facilities, heaters, and piping for water transfer or use.
- 5.1.17 Any equipment necessary for the filtration of all water produced, used, or retained at the site.
- 5.1.18 Water drawoff and drain valves and all facilities for proper

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retention and/or disposal of wastewater.

- 5.1.19 All small tools.
- 5.1.20 Temporary lighting.
- 5.1.21 All standard expendable or consumable construction items and supplies.
- 5.1.22 Containers, ice, cups for drinking water.
- 5.1.23 Electrical power at one point at jobsite. Connections to and disconnections from power supply shall be performed by Contractor.
- 5.1.24 Electrical power for small tools, etc., required in the actual work area.
- 5.1.25 Construction and potable water at points on jobsite as designated by Owner or Consultant. Connections to and disconnections from the water supply shall be the responsibility of the Contractor.

5.2 Furnished by Owner

Owner shall supply or cause to be supplied the following temporary construction facilities and utilities to Contractor, without cost to Contractor, for or in connection with performance of the Work.

- 5.2.1 Parking facilities.
- 5.2.2 Sanitary facilities, excluding janitorial services.
- 5.2.3 Construction and potable water at points on jobsite as designated by Owner or Consultant. Connections to and disconnections from water supply shall be the responsibility of the Contractor.
- 5.2.4 Hydrostatic test water.
- 5.2.5 Electrical power (*kVA *_volts*_phase) at one point on jobsite. Connections to and disconnections from power supply shall be by Contractor. *designated by Owner.
- 5.2.6 Electrical power for small tools, etc., required in the actual work area.

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- 5.2.7 Accessible area adjacent to the construction site for performance of work and storage of material and equipment. (No lockable storage facilities or protective coverings of any kind will be furnished by Owner.)

6.0 PERFORMANCE SCHEDULE AND SEQUENCE OF WORK

- 6.1 Contractor shall commence performance of the Work at jobsite immediately upon receiving a written Notice to Proceed from Owner. Failure to meet the scheduled completion date shall be cause for initiating liquidated damages. The Owner will confirm the date of commencement in writing.
- 6.2 General administration scheduling and coordination requirements shall be as described in the General Terms of the contract.

7.0 REPORTING REQUIREMENTS

Contractor shall promptly submit the schedules and reports set forth below and, in addition, those schedules and reports as requested by Owner pursuant to the Article entitled Schedule, Coordination, and Reporting, set forth in the General Terms.

- 7.1 Notice of deviation from Section 6.0 of this Division.
- 7.2 () Critical Path Schedule () Bar Chart Schedule (check one) as specified by Owner.

The schedule shall show manpower required by time interval and shall reflect percent of schedule completion by time interval.

- 7.3 A detailed schedule, daily, of day-to-day operations showing planned workdays, shift start and stop times, work areas, and work activities to take place. Contractor will provide 24-hours written notice of all desired schedule changes. Time extensions will not be granted for shifts when Contractor desired to work but was not allowed to work due to a 24-hour notice deficiency. Additionally, Contractor will be responsible for consulting fees for shifts scheduled and not worked without a 24-hour schedule change notice.
- 7.4 A daily report showing scheduled progress versus actual progress giving details of how the Work will be completed in relation to the schedule.
- 7.5 Major construction equipment schedule correlated to Work schedule.
- 7.6 Daily major construction equipment report.
- 7.7 Daily manpower report by crafts.

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- 7.8 — Daily labor alert report if Contractor's available manpower is not sufficient to meet the schedule for performance of the Work.
- 7.9 — Procurement schedule for the procurement and receipt of materials, equipment, and subcontract services by Contractor and a monthly status report of all such materials and equipment.
- 7.10 — During the latter stages of accomplishing the Work, the Contractor shall submit his plans for demobilization at jobsite to Owner for approval and shall comply with such demobilization plans as approved by Owner.

8.0 DATA REQUIREMENTS

- 8.1 Contractor shall submit the following data to Owner as part of the Scope of Work.
 - 8.1.1 All items required by the specifications.
 - 8.1.2 All landfill receipts and manifests.
 - 8.1.3 All results of any and all air analyses conducted by the Contractor.
- 8.2 Contractor shall show the Owner the Contract Number and identifying item numbers, if applicable, on all data submitted pursuant to Section 8.1 above.
- 8.3 (Reserved)

9.0 PRECEDENCE

- 9.1 In cases of express conflict between General Terms of the Contract, specifications, drawings, or exhibits, the order of precedence shall be as follows:
 - 9.1.1 Signature (Contract) Document
 - 9.1.2 General Terms of the Contract
 - 9.1.3 Scope of Work
 - 9.1.4 Technical Specifications
 - 9.1.5 Drawings
 - 9.1.6 Exhibits



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- 9.2 In the event of an express conflict between the documents listed in Section 9.1, or between any other documents which are a part of the Contract, Contractor shall notify Owner and Owner's Representative immediately and shall comply with Owner's resolution of the conflict.

10.0 COMMUNICATIONS

All communications pursuant to or in connection with this Contract shall be identified by the Owner Contract Number and shall be communicated and set forth below:

10.1 Contractual Notices

All contractual notices given under this Contract shall be sufficient if in writing and delivered in person to an officer of the party to be notified, or sent to the party to be notified, addressed as set forth below, by registered mail, e-mail, or fax. E-Mails and faxes must be confirmed as received in writing within three (3) days thereafter.

Contractual notices to Owner shall be addressed to Owner's Representatives Address set forth herein and marked Attn: **Mr. Travis Rosenbaum, PE Civil Engineer, Public Works Capital Division** with a copy sent directly to the Vantage Project Director/Manager at the same address unless indicated otherwise below. Contractual notices to Contractor shall be addressed to Contractor's Address set forth herein and marked Attn: Contractor.

10.1.1 Owner's Representatives Field Office Address:

Mr. Travis Rosenbaum, PE
Civil; Engineer
Public Works, Capital Division
City of Burleson
141 W. Renfro St.
Burleson, Texas 76028

10.1.2 Consultant's Address:

Vantage Environmental Services, LP
15851 Dallas Parkway, Suite 600
Addison, Texas 75001
Attn: Mr. Manuel Rangel

- 10.2 All Communications regarding Reports, Invoices, Pricing, Insurance and Owner Data Requirements shall be in accordance with the provisions of the General Terms of this Contract.

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APPENDIX B
TECHNICAL SPECIFICATIONS

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SECTION 2: ASBESTOS ABATEMENT

1.0 GENERAL REQUIREMENTS

This section sets forth all General Requirements covering the Abatement of Asbestos. The Contractor must adhere to these provisions prior to, during, and after any Asbestos Abatement activities.

1.1. Scope

1.1.1. Work under this subsection shall include initial site cleanup, site preparation, removal, encapsulation, final cleanup, and hauling/disposal of asbestos-containing materials. This work shall include ceilings, flooring and wall systems or any materials containing appreciable amounts (greater than 1 percent) of asbestos. (See details in the Scope of Work).

1.1.2. The Asbestos Abatement Contractor is responsible for and shall furnish all labor, material, equipment, service, and incidentals necessary or required for the performance of the work in accordance with the specifications herein.

1.2. Applicable Regulations, Codes, and Standards

1.2.1. The Asbestos Abatement Contractor shall acknowledge that he is aware of and will maintain strict compliance with all regulations, codes, standards, and ordinances governing the performance of this work. Furthermore, the Asbestos Abatement Contractor shall be responsible for any failure with applicable documents.

1.2.2. Applicable documents include but are not limited to the following:

- (1) Title 29, Code of Federal Regulations, Part 1910, Sections 1910.134, 1910.1001, and Part 1926.1101. Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
- (2) Title 40, Code of Federal Regulations, Part 61, Subpart M, National Emission Standards for Hazardous Air Pollutants. U.S. Environmental Protection Agency (U.S. EPA).
- (3) Title 49, Code of Federal Regulations, Part 172, U.S. Department of Transportation.
- (4) ANSI 86.1-1973 Commodity Specification for Air.
- (5) Section 25, Texas Administrative Code, Chapter 289, Occupational Health and Radiation Control - Asbestos Exposure Abatement in Public Buildings.

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(6) Title 40 Code of Federal Regulations, Part 763 Asbestos Emergency Response Act (AHERA). U.S. Environmental Protection Agency.

(7) All Federal, State, County, and City regulations, codes, and ordinances as applicable.

1.2.3. The most current issue of each document shall apply. Where conflict among requirements or with these specifications exists, the more strict or stringent requirement or interpretation shall apply.

1.2.4. The Asbestos Abatement Contractor will provide at least one copy of any EPA, OSHA, State, or City regulations, code, or ordinance at the site available for review.

1.3. Definitions:

For these specifications, the following definitions apply:

1.3.1 **Abatement:** the procedure to control fiber release from asbestos-containing building materials. Activities include removal, encapsulation, and enclosure.

1.3.2 **Air Lock:** a system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area.

1.3.3 **Air Monitoring:** the process of measuring the fiber content of a specific volume of air in a stated period of time.

1.3.4 **Amended Water:** water to which a surfactant has been added.

1.3.5 **Asbestos:** the general name given to a group of fibrous mineral forms including chrysotile, crocidolite, amosite, and others. Asbestos-containing materials are those which contain greater than one percent (1%) asbestos as measured by the EPA interim method.

1.3.6 **Asbestos Abatement Contractor:** the Contractor designated in the contract documents as being responsible to the Owner for the control or abatement of asbestos-containing or contaminated materials.

1.3.7 **Authorized Visitor:** the building Owner, the Owner's representative, the Consultant, the Consultant's inspector or representative, or any representative of a federal, state, county, city, or local agency having jurisdiction over the project while acting in an official capacity. Any person whose name appears upon an approved authorized visitor's list.

1.3.8 **Building Owner:** the Owner or his authorized representative.

1.3.9 **Clean Room:** an uncontaminated area or room which is part of the worker decontamination enclosure with provisions for storage of worker's street clothes and protective equipment.



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- 1.3.10 **Curtained Doorway:** a device to allow ingress and egress from one room to vertical side of the doorway and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.
- 1.3.11 **Decontamination Enclosure System:** a series of connected rooms, with curtained doorways between any two adjacent rooms, for the decontamination of workers and of materials and equipment. A decontamination enclosure system always contains at least one airlock.
- 1.3.12 **Differential Air Pressure Equipment:** a portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- 1.3.13 **Encapsulant:** a liquid material which can be applied to asbestos-containing materials and which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). (Also sealant).
- 1.3.14 **Encapsulation:** all herein specified procedures necessary to apply an encapsulant to asbestos-containing building materials to control the possible release of asbestos fibers into the air.
- 1.3.15 **Enclosure:** all herein specified procedures necessary to completely enclose asbestos-containing material behind airtight, impermeable, permanent barriers.
- 1.3.16 **Equipment Decontamination Enclosure:** that portion of a decontamination enclosure system designed for controlled transfer of materials and equipment, typically consisting of a washroom and a holding area.
- 1.3.17 **Equipment Room:** a contaminated area or room which is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.
- 1.3.18 **Fixed Object:** a unit of equipment or furniture in the work area which cannot be removed from the work area.
- 1.3.19 **Glovebag Technique:** a method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short pipe runs, valves, joints, elbows, and other non-planer surfaces in a non-contained work area. The glovebag assembly is a manufactured or fabricated device consisting of a glovebag (typically constructed of 6 mil transparent regulite plastic), two inward projecting long sleeve rubber gloves, one inward projecting sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained, experienced, and skilled in this method.

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- 1.3.20 **Holding Area:** a chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area. The holding area comprises an airlock.
- 1.3.21 **HEPA Filter:** a High-Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.
- 1.3.22 **HEPA Vacuum Equipment:** vacuuming equipment with a HEPA filter system.
- 1.3.23 **Log Book:** a notebook or other book containing essential project data and daily project information and a daily project diary. This book shall be kept up to date and on the project site at all times.
- 1.3.24 **Movable Object:** a unit of equipment or furniture in the work area which can be removed from the work area.
- 1.3.25. **Plant:** the tools, machinery, structures, equipment, etc., necessary to perform a mechanical operation, process, or to carry out a business.
- 1.3.26 **Plasticize:** to cover floors and walls with plastic sheeting as herein specified.
- 1.3.27 **Removal:** all herein specified procedures necessary to remove asbestos-containing materials from the designated areas in an appropriate manner and to dispose of these materials at an acceptable site.
- 1.3.28 **Shower Room:** a room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water and suitably arranged for complete showering during decontamination.
- 1.3.29 **Surfactant:** a chemical wetting agent added to water to improve penetration.
- 1.3.30 **Washroom:** a room between the work area and the holding area in the equipment decontamination enclosure system. The washroom comprises an airlock.
- 1.3.31 **Wet Cleaning:** the process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.
- 1.3.32 **Wiping:** final cleanup stage performed after gross asbestos removal where all surfaces are wet cleaned.
- 1.3.33 **Work Area:** designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area which has been sealed, plasticized, and equipped with a decontamination enclosure system.

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1.3.34 **Worker Decontamination Enclosure System:** that portion of a decontamination enclosure system designed for controlled passage of workers, and other personnel and authorized visitors, typically consisting of a clean room, a shower room, and an equipment room separated by air locks.

1.4. Notices and Submittals

No later than two (2) days prior to commencement of the work, the Asbestos Abatement Contractor shall confirm the following items:

- 1.4.1. Written Notice of Proposed Abatement activity to the applicable air pollution control agency (ies) and Texas Department of State Health Services, not fewer than ten (10) days before beginning of work.
- 1.4.2. Written proof that all required permits, licenses, and registrations have been received. This shall include Contractor and Project Superintendent Licenses and Asbestos Workers' Licenses under the Texas Department of State Health Services.
- 1.4.3. Texas Department of State Health Services Contractor license.
- 1.4.4. Proof of employee medical exams as required by OSHA and Texas Department of State Health Services regulations, using the Texas Department of State Health Services Physician's Written Statement form.
- 1.4.5. A statement of the following:
 - (1) selected landfill site locations,
 - (2) transport procedures (Sec. 49 CFR Part 172), and
 - (3) use of proper disposal methods.
- 1.4.6. Work plans required by the Consultant: Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination areas; the sequencing of asbestos work; the interface of trades involved in the performance of work; work schedule including work shift time, number of employees, date of start and completion including dates of preparation work, removal, and final clearance dates; methods to be used to assure the safety of building occupants and visitors to the site; disposal plan including location of approved disposal site; and a detailed description of the methods to be employed to control pollution.
- 1.4.7. A contingency plan for emergencies including fire, accident, power failure, differential air system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures.



Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting from the work space or the providing of adequate medical attention in the event of an emergency.

Post: In clean room of Personnel Decontamination Unit, display telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, etc.

1.4.8. When rental equipment is to be used in conjunction with an abatement project, a copy of a written notification provided to the rental company informing the rental company that the rented equipment will be used on an asbestos abatement project shall be submitted. The notification shall state how the equipment is to be used and that the rental company has been advised of possible contamination. A representative of the rental company shall sign an acknowledgement of such and return the notification to the Contractor for compliance with this submittal.

1.4.9. Punch list of damages in work area prior to commencement of Contractor's work.

1.4.10. Manufacturer's Safety Data Sheets (SDS) on all products subject to OSHA Hazard Communication Standard 29CFR1910.1200.

1.5. Air Testing and Other Tests

1.5.1 The Asbestos Abatement Contractor is solely responsible for providing all tests required by the specified applicable regulations, codes, and standards.

- (1) They will be responsible for these or any tests performed for their use.
- (2) They will provide results as part of the post-abatement submittals to the building Owner and/or Consultant.

1.5.2. The Owner will provide air testing on the work site. These tests may include, but are not limited to:

- (1) clearance testing
- (2) interior work area samples
- (3) barrier samples
- (4) exterior of work area samples

1.5.3. All testing will be conducted by individuals trained in the NIOSH 582 course on Sampling and Evaluation of Airborne Asbestos Dusts and proficient participant in the NIOSH Proficiency Analytical Testing program.



Note: All PCM air tests will utilize NIOSH Analytical Method 7400 (Phase Contrast Microscopy)

1.5.4. If bulk sampling is required, EPA Interim (PLM) Method shall be used. It shall be performed by a successful participant of the EPA Bulk Insulation Quality Assurance Round-Robin Program.

1.6. Inspections by Asbestos Abatement Contractors

1.6.1. The Asbestos Abatement Contractor acknowledges and agrees that he has sole and primary responsibility and obligation to the Owner to make inspections of his own work at all stages of construction, and furthermore acknowledges and agrees that the contractor has sole responsibility to supervise or superintend the performance of the work, and that said work shall be in strict adherence and compliance with the methods, materials, regulations, and required standards specified herein.

1.6.2. Prior to commencing the work, conduct a pre job meeting, recognized as a "Pre-Construction Conference": Prior to start of any work, Vantage will meet at the project site with the Contractor, Owner, Owner's Representative, Project Administrator, and other entities involved with the project and/or the asbestos abatement work. The Contractor shall record discussions and agreements and furnish copy to each participant. The Contractor shall provide at least 72 hours advance notice to all participants prior to convening a Pre-Construction Conference. This is an organizational meeting to review responsibilities and personnel assignments; to identify any visible damage to the existing structure or its condition; to locate the containment and decontamination areas and temporary facilities including power, light, water, etc.

1.7. Superintendent, Foreman, Craftsmen

1.7.1. The Asbestos Abatement Contractor shall provide a licensed job superintendent present on the job site at all times while this work is in progress.

1.7.2. The Superintendent shall be thoroughly familiar with and experienced at asbestos abatement and other related work and shall be familiar with and shall enforce the use of all safety procedures and equipment.

He shall be knowledgeable of all EPA, OSHA, and NIOSH requirements and guidelines. Proof of qualifications shall be made available to the Owner or Consultant upon request. The Superintendent will have successfully completed and passed an examination for an EPA-approved asbestos abatement training course and be licensed by the State of Texas.

1.7.3. In addition to the Superintendent, the Asbestos Abatement Contractor shall provide one or more Foremen on the job site who are familiar with and experienced at asbestos abatement, related

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work, safety procedures, and equipment. Proof of qualifications shall be made available to the Owner or Consultant upon request. All Foremen will have successfully completed and passed an examination for an EPA-approved asbestos abatement training course and be licensed by the State.

- 1.7.4. It is required that the Superintendent and/or one (1) or more Foremen be inside each work area when work is in progress.
- 1.7.5. All phases of the work shall be executed by skilled craftsmen experienced in each respective trade.
- 1.7.6. All Contractor's employees inside work areas shall be licensed with the State of Texas as an asbestos worker.

1.8. Disposal of Wastewater

- 1.8.1. Any water produced by the decontamination of either equipment or persons shall be:
 - (1) collected,
 - (2) filtered through a system capable of trapping particles 5 microns and/or larger, specifically designed to remove asbestos fibers, and
 - (3) disposed of into a local sanitary sewer system.
- 1.8.2. It is the Asbestos Abatement Contractor's responsibility to comply with any local wastewater systems' regulations regarding the disposal of wastewater from asbestos abatement activities.
- 1.8.3. In the event contaminated water leaks from the work area, storage areas, trash receptacle, etc., the areas and surfaces coming in contact with the contaminated water will be considered contaminated. Contain the area per Section 2.2 and decontaminate per Section 6.0.

1.9. Disposal Sites and Methods

- 1.9.1. The Asbestos Abatement Contractor shall not dispose of any asbestos-contaminated waste, debris, or refuse in any location or manner other than the pre-established, approved (for Asbestos Disposal) landfill, using methods specified herein, and in accordance with Federal, State, or local regulations.
- 1.9.2. The Asbestos Abatement Contractor shall comply with 49 CFR Part 172 and any other applicable regulations regarding the transport of waste friable asbestos.

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- 1.9.3 All landfill receipts and chain of custody shall be the responsibility of the contractor. The contractor shall provide all properly signed landfill receipts as a part of the post project submittals.

1.10. Warning Signs and Labels

- 1.10.1. The Asbestos Abatement Contractor shall adhere to all warnings, labels, and the posting of such notices specified herein or required by Federal, State, or local agencies.

1.11. Toilet Facilities

- 1.11.1. Adequate toilet facilities shall be provided outside of the work area by the Asbestos Abatement Contractor (may be provided by owner). If facilities are provided by the owner, the contractor shall maintain the facilities in a clean manner.
- 1.11.2. All required personnel decontamination procedures shall be followed prior to the use of these facilities.

1.12. Project Log Book

- 1.12.1. The Asbestos Abatement Contractor shall maintain a project log book which will be submitted to Consultant in a timely manner after completion of each phase, and will at a minimum, contain and conform to the following:
 - (1) Documentation of all Notices and Submittals for all items in Subsection 1.4.
 - (2) Permits
 - (3) Licensing Records - Proof of Employee Licensing
 - (4) Emergency Notification Data
 - (5) Sign-in log, filled out daily or as required
 - 1. Name;
 - 2. Time entered/exited;
 - 3. Affiliation and purpose;
 - 4. Date; and
 - 5. Description of activity performed
 - (6) Description of Daily Work performed
 - (7) List of any damages to the structure or furnishings
 - (8) Any loss of differential air pressure
 - (9) Any personnel reportable accidents (including minor accidents)

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(10) Results of any air samples collected by the Contractor

(11) Dump receipts and waste manifests

(12) Signature of Project Superintendent and date

1.12.2. This log book shall be available at the work site, and upon completion of work, shall be submitted to the Consultant.

1.13. Work Area Communications

1.13.1. The Asbestos Abatement Contractor shall provide communication equipment capable of linking the personnel in the work area to those stationed outside, so that communications can be maintained without worker decontamination.

1.13.2. The Contractor shall provide:
- construct an observation/communication window(s). The window(s) shall be a minimum 1/8-inch Plexiglass or comparable material and placed to allow observation of the entire work area(s) from the exterior of the contained area(s).

2.0 ASBESTOS REMOVAL

2.1. Work Area

2.1.1. Each work area will be designated and discussed with the Consultant prior to preparation. As a minimum, topics will include ingress and egress points, work areas, containment procedures, and decontamination system. This may be accomplished at the preconstruction conference.

2.1.2. Prior to commencing any preparation of the work area(s) for removal operations, the Contractor shall post all required documents, warning signs, and erect any physical barriers in order that the work area may be secured. Log book shall be up to date and available for inspection.

2.1.3. The Contractor is responsible for site security upon starting the project. This responsibility extends 24 hours per day. This security person shall be a qualified abatement worker able to enter containment, if necessary. Sufficient security personnel will be required to observe all potential public access areas simultaneously.

Note: **Only Authorized Visitors Will Be Allowed On the Work Site**
Authorization will be provided by Vantage and/or the owner.

2.2. Preparation of the Work Area

2.2.1. Make the building safe by the shutdown of electric power. The contractor shall provide temporary power and lighting and ensure



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safe installation of temporary power sources and equipment per applicable electrical code requirements (see Safety 5.8.).

- 2.2.2. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the structure. During the work, vents and any other openings within the Work Area shall be sealed with tape and plastic sheeting. Filters in the HVAC systems shall be removed and disposed of as contaminated waste.
- 2.2.3. The work area shall be completely sealed airtight and contained. All openings including but not limited to doorways, windows, tunnels, ducts, grills, diffusers, skylights, or openings through which pipe conduit passes, or any other openings shall be sealed securely with plastic sheeting. Any fixed objects within the proposed work area will be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate and enclosed with plastic sheeting. The plastic sheeting shall be minimum 6-mil in thickness and securely fastened.
- 2.2.4. Open doorways, cased openings, and corridors which will not be used for passage during work shall be sealed with temporary partitions as follows (see Barriers 2.4.):
- (1) Wood or metal studs, 16" o.c., faced with 3/8" plywood sheeting on work side only.
 - (2) The abatement sides of partition covered with double layer of minimum 4 mil plastic sheet with joints staggered and sealed with tape. Edges of partition at floor, walls, and ceiling shall be secured and sealed airtight.
- 2.2.5. Movable and loose items located in the work area and not removed by the Owner shall be cleaned using HEPA vacuum equipment and/or wet cleaning methods as appropriate or shall be removed from the work areas to a temporary location designated by the Owner. The items will be received by and protected from future damage or loss by the Owner and relocated by the Owner.
- 2.2.6. Remove and dispose of all carpet, including pad, prior to plasticizing work area. Where carpet-to-remain is scheduled, such carpet shall be thoroughly cleaned using HEPA vacuum equipment. Carpet and pad to be discarded shall be misted with amended water or with an encapsulant prior to and during removal to minimize airborne dust releases, wrapped and sealed airtight in plastic, and disposed of as contaminated material.
- 2.2.7. Exposed mechanical insulations, not containing asbestos, shall be protected from exposure to asbestos fibers.
- 2.2.8. Clean the proposed work area(s) using HEPA vacuum equipment and/or wet cleaning methods as appropriate. Remove heating

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conductor panels covering heating coils and clean all accessible areas inside the unit. **Do not** use methods that create dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

- 2.2.9. Cover floor and wall surfaces with plastic sheeting. Use a minimum of two layers of 6 mil plastic on the floors and two layers of 6 mil plastic on the walls. Floor layers shall be applied making sure that plastic is turned-up the wall at least 16 in. and securely fastened. Then apply wall layers overlapping the wall previously turned-up floor plastic by at least 12 in. All joints and seams shall be glued, taped, or stapled securely with care to minimize damage to existing walls or floor, yet in a manner to prohibit water or air movement through the covered areas. If plaster, metal lath, ceiling grid work, or any other material capable of tearing plastic sheeting is being removed, cover plastic on the floor with plywood, tear resistant felt, tar paper, or other tear resistant material capable of protecting the plastic from damage.
- 2.2.10. Areas immediately adjacent to removal areas such as corridors or hallways which do not receive asbestos material removal, but are necessary routes to and from work areas, shall be protected with plastic on floors, walls, and ceilings, same as described herein. Contractor is permitted to provide plastic enclosed framed-in tunnels in lieu of plasticizing walls and ceilings. Openings from these areas into areas where asbestos material is removed shall have curtained doorways to minimize fiber release into other areas.
- 2.2.11. Establish emergency and fire exits from the work areas, or establish alternative exits satisfactory to fire officials or applicable codes.
All exits shall be marked in bold lettering "EXIT" or "Emergency Exit."
- 2.2.12. Install Asbestos Abatement Contractor's communication equipment. Equipment should be operating properly and maintained as such during removal and clean-up operation (see Subsection 1.13.).
- 2.2.13. Remove and clean ceiling-mounted objects, such as lights and other items not previously sealed off, that may interfere with removal or other abatement activities. Use hand-held water spraying or HEPA vacuum equipment during fixture removal to reduce fiber release. Care should be taken in the removal, cleaning, and storage of these items to ensure that they can be reinstalled clean and in proper working order.

2.2. Decontamination Unit Enclosure Rooms/Systems

The decontamination enclosure systems shall be constructed, affixed, and connected in such a manner as not to compromise the airtightness of the containment.



- 2.3.1. Build suitable wood/plastics or metal stud frame; or use an existing room or enclosure approved by the Consultant. Portable, pre-fabricated units may be used if approved by the Consultant. Approval will be based upon, but not limited to, construction, floor plan, dimensions, materials, sizes, thickness plumbing, electrical outlets, etc.
- 2.3.2. Connect to work area with framed-in tunnels, or to work area ingress/egress point.
- 2.3.3. If decontamination enclosure system is constructed on the exterior of a building, it shall be constructed of a minimum of 3/8 in. plywood on the exterior face and shall be weathertight.
- 2.3.4. In all cases, access between contaminated and uncontaminated rooms or areas shall be through a decontamination enclosure system. In all cases, access between any two rooms within the decontamination enclosure shall be through an air lock with two curtained doorways.
- 2.3.5. Worker Access Decontamination Enclosure:
 - (1) Construct a worker's and visitor's decontamination enclosure adjoining the work area consisting of three (3) totally enclosed chambers: shower room, flanked by an equipment room, and a clean room.
 - (2) The equipment room shall be connected to the work area and contain an air lock leading to the shower room. In addition, the equipment room shall:
 - (a) Contain marked receptacle for the discarding of contaminated clothing prior to entering the shower room.
 - (b) Contain a marked receptacle for reusable clothing which is contaminated and is not to be removed.
 - (3) The shower room shall be connected to the equipment room and the clean room by an air lock. It shall contain the following:
 - (a) At least one shower with hot and cold or warm water. If necessary, in freezing conditions, the Contractor shall provide portable hot water heater to supply hot water for the purpose of personnel decontamination,
 - (b) Removable shower grate,
 - (c) Sufficient soap, shampoo, and disposable towels at all times,
 - (d) Opaque curtains at each air lock.

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- (4) The shower room shall not leak water, and the water shall be appropriately filtered and/or properly disposed (see General Requirements).
- (5) The clean room shall be connected to the shower room by one air lock, with a curtained doorway leading to any other non-contaminated space within the Worker Decontamination Enclosure.
 - (a) It shall be large enough to provide storage for the worker's street clothes, towels, or any other non-contaminated items.

2.3.6. Equipment Decontamination Enclosure:

- (1) Construct an equipment decontamination enclosure consisting of two (2) totally enclosed chambers: a washroom and a holding area.
 - (a) The washroom constituting an air lock shall be connected to the holding area by a curtained doorway.
 - (b) The holding area will be connected to any uncontaminated area by a curtained doorway.
- (2) These spaces shall be for the cleaning and decontamination of bagged wastes. In addition, this is preferred ingress and egress point for equipment. All equipment will be thoroughly decontaminated before removal to an uncontained area.
- (3) Water shall be collected, filtered, and/or properly disposed (see General Requirements).

2.3.7. The Decontamination Enclosure System shall be maintained to ensure that the barriers, air locks, and plastic linings are effectively sealed and taped. Repairs should be undertaken immediately upon discovery of a defect.

2.3.8. Visually inspect and thoroughly clean the Decontamination Enclosure System at the beginning and end of each work day.

2.3.9. Prefabricated showers shall be clean upon arrival at the jobsite. Consultant will approve before putting into service.

2.4. Hard Barriers (where required)

2.4.1. Barriers shall have:



- (1) Wood or metal studs, 16 in. o.c., faced with 3/8 in. plywood sheathing on work side only.
- (2) Both sides of barrier covered with triple layer of minimum 4 mil plastic sheet with joints staggered and sealed with tape. Edges of barrier connected to floor, walls, and ceiling shall be secured and sealed airtight.

2.4.2. Install 12 inch x 12 inch Plexiglass windows in locations such that the containment area is visible from outside containment. Approve locations with Consultant prior to installation.

2.5. Differential Air Pressure

It is imperative that the ambient air pressure in contaminated areas be less than that of uncontaminated areas.

- 2.5.1. After the sealing of the work area, construction of any barriers, and construction of Decontamination Enclosure Systems, the air pressure in the work area shall be less than uncontaminated areas outside the barrier.
- 2.5.2. This should be accomplished by the use of an appropriate number of air handling units equipped with HEPA filters. Before start of work, submit in writing, design of differential air pressure system to Consultant for approval, including number of differential air machines required and the calculations necessary to determine the number of machines and the locations of the machines in the work area. Spare differential pressure machines should be available to the work area in case of equipment failure.

No Air Shall Be Exhausted From the Work Area Without HEPA Filtration

- 2.5.3. All HEPA air units shall be equipped with an indicator that signals when HEPA filter requires replacement.
- 2.5.4. If replacement of the HEPA filter is required, this shall be accomplished inside the containment enclosure with adequate differential pressure.
- 2.5.5. Equipment failure shall not be a valid reason for not maintaining a differential ambient air pressure.
- 2.5.6. Any question regarding effectiveness of the air handling units or their capabilities will be decided by the Consultant.
- 2.5.7. Differential air pressure unit(s) will remain in use until a final clearance has been attained.

No Removal Activities Will Be Allowed Without Proper Differential Air Pressure

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- 2.5.8. Contractor will supply a device capable of continuously recording ambient air pressure within the work area (Differential Manometer with strip chart recorder).
- 2.5.9. The work area(s) will be maintained at a differential pressure across any barrier of at least 0.02 inches of water and a sufficient number of air handling units to provide an exchange of air within the work area every 15 minutes (4 air changes/hour).
- 2.5.10. Differential pressure machines shall exhaust, whenever possible, to the exterior of the building.

2.6. Pre-Abatement Walk-Through

Prior to beginning any abatement activities, the Asbestos Abatement Contractor shall request that the Consultant conduct a walk-thru of the site. This walk-thru will be to visually determine if all appropriate procedures, methods, and measures have been adhered to prior to abatement. It will include:

- 2.6.1. Observation of work area.
- 2.6.2. Observation of barriers, air locks, curtained doorways and emergency exits.
- 2.6.3. Observation of Decontamination Enclosure System.
- 2.6.4. Observation of differential pressure equipment and presence of sufficient differential air pressure.
- 2.6.5. Observation of proper respirator equipment
- 2.6.6. Observation to verify that all notices and warnings are posted.
- 2.6.7. No abatement shall commence until the Contractor has signed the daily log book indicating that it is appropriate to begin.

2.7. Removal Activities

After the Pre-Abatement Walk-Thru, the Asbestos Abatement Contractor shall begin removing asbestos-containing materials.

Note: Only Wet Removal Techniques Will Be Allowed

- 2.7.1. Spray asbestos material with amended water, using equipment recommended by the manufacturer capable of providing a "mist" application to reduce the release of fibers. Saturate the material sufficiently so that the amended water penetrates to the substrate without causing excess dripping. Spray the asbestos material and mist the air repeatedly during the work process to maintain a wet condition and to minimize fiber release. Care shall be taken by the workers to apply enough wetting agent to achieve the intent described herein; however, not to the excess that damage will result from overwetting.



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- 2.7.2. The Asbestos Abatement Contractor shall use removal techniques, methods, and equipment which will not permit the fiber count during removal operations to exceed 0.2 fibers/cc of air.
- 2.7.3. Material shall not be permitted to fall more than 15 feet without intermediate catching devices such as platforms or inclined chutes.
- 2.7.4. Remove the material in small manageable sections. Do not allow the material to dry out. Begin cleanup immediately as specified by 6.1.
- 2.7.5. If scraping is to be the removal method, the surface should be wet brushed or sponged clean in order to remove any remnant fibers after stripping the surface of asbestos-containing materials. The brush will have synthetic bristles. Remove all material visible to the naked eye.
- 2.7.6. Collect the material that has been removed and place it into dark-colored sealable plastic bags (6 mils thick minimum). Each bag will be cleaned, wet wiped, evacuated, and removed from the work area. All plastic bags and containers must be imprinted with required and Specified Warnings and/or Labels.
- 2.7.7. The preferred method is for the material to be placed directly into covered buggies prior to placing the waste into lockable dumpster containers.
- 2.7.8. Clean the external surfaces of the containers thoroughly in the work area. Next, move the containers into the Equipment Decontamination Enclosure. Proper equipment decontamination requires:
- (1) Clean gross contamination in work area
 - (2) In Washroom, wet clean thoroughly
 - (3) Place in clear sealable plastic bag (6-mils thick minimum) with required warnings and/or labels.
 - (4) Seal with as little free air space as possible twist top of bag, gooseneck, and wrap with duct tape.
 - (5) Move container into Holding Area.
- 2.7.9. If project requires partial demolition, use methods designed to reduce loose debris and high fiber levels (see Demolition).
- 2.7.10. All metal shall be placed in sealable rigid drums or wrapped in tar paper and two layer of 4-mil plastic sheeting. All metal lath will be disposed of as contaminated waste unless decontaminated within the containment. Decontaminated hard surfaced materials may be disposed of as non-asbestos.

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2.8. Glovebag Removal of Pipe Insulation (Where Required)

After the pre-abatement walk-thru, the Asbestos Abatement Contractor will begin glovebag removal of asbestos-containing pipe insulation as described in this paragraph.

Note: Only Wet Removal Techniques will be Allowed.

- 2.8.1. Shut off steam or hot water supply lines and allow lines to cool to less than 140 degrees F. before beginning glovebag work.
- 2.8.2. Post all appropriate asbestos warning signs. Only appropriately trained and licensed personnel involved with the work shall be permitted in and around the work area.
- 2.8.3. Shut down the HVAC system and seal holes and diffusers in existing ductwork with plastic sheeting and duct tape. A minimum of one layer of 4-mil plastic sheeting shall also be placed over critical barriers in the area such as doors and windows. Differential pressure shall be established in the work area using a differential pressure unit or by using HEPA vacuums in areas containing less than 1000 cubic feet.
- 2.8.4. Construct a wet decontamination unit per Section 2.3 adjacent to the work area or in the vicinity of multiple work areas. For work areas requiring ladders or scaffolding, construct an equipment decontamination unit also.
- 2.8.5. Where more than a single pipe fitting is to be removed, enclose the work area with plastic sheeting. Use a minimum of one layer of 6 mil plastic on the floor and one layer of 4 mil plastic as the walls.

Any walls adjacent to public access areas shall consist of at least one layer of opaque (black) poly, and as a minimum, shall be firmly secured to furring strips. All joints and seams shall be glued, taped, or stapled with care to minimize damage to existing walls or floor, yet in a manner to prohibit water or air movement through the covered area. Establish differential pressure.
- 2.8.6. Provide a double airlock at the entrance and exit to the work area.
- 2.8.7. Following the manufacturer's directions, mix an amending agent, preferably an encapsulant, with water in a small garden sprayer.
- 2.8.8. Check the pipe where the work will be performed. If the insulation is damaged, wrap the entire length of the pipe in plastic and "candy stripe" it with duct tape. If the pipe is undamaged, it is still necessary to place one layer of duct tape around the pipe at each location where the glovebag will be attached.
- 2.8.9. Place a sheet of 6-mil plastic beneath the entire length of pipe to be abated and extending at least 5 feet to either side of the pipe.

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- 2.8.10. Slit the top of the glovebag open and cut down the sides to accommodate the size of the pipe (approximately two inches longer than the pipe diameter).
- 2.8.11. Place the necessary tools into the tool pouch located inside the glovebag. This will usually include the bone saw, utility knife, rags, scrub brush, wire cutters, and an encapsulant.
- 2.8.12. Place one strip of duct tape along the edge of the open top slit of the glovebag for reinforcement.
- 2.8.13. Place the glovebag around the section of pipe to be worked on and seal the top ends together. Next, fold the sealed top flap back and tape it down with a strip of duct tape. This shall provide an adequate seal along the top. Next, duct tape the ends of the glovebag to the pipe itself, previously covered with plastic or duct tape.
- 2.8.14. Using a smoke tube and aspirator bulb, place the tube into the water sleeve (two-inch opening to glovebag). By squeezing the bulb, fill the bag with visible smoke. Remove the smoke tube and twist the water sleeve closed. While holding the water sleeve tightly, gently squeeze the glovebag and look for smoke leaking out, especially at the top and ends of the glovebag. If leaks are found, seal with duct tape and retest.
- 2.8.15. Insert the wand from the water sprayer through the water sleeve. Using duct tape, tape the water sleeve tightly around the wand to prevent air leakage.
- 2.8.16. Cut an additional slit in the plastic approximately the same size as the end of the HEPA vacuum hose nozzle end. Insert the end of the HEPA vacuum hose into the glovebag and seal to the bag with tape. Turn on the HEPA vacuum long enough to fully evacuate all air from the bag.
- 2.8.17. One person places his hands into the long-sleeved gloves while the second person directs the water spray at the work.
- 2.8.18. The Asbestos Abatement Contractor will use removal techniques, methods, and equipment which will not permit the fiber count during glovebag removal operations to be more than 0.01 fibers/cc of air as detected by personal air sampling methods. Area fiber counts shall not exceed 0.01 fibers/cc. Any remedial measures taken by the Contractor to meet this requirement will be at the Contractor's expense.
- 2.8.19. If the section of pipe is covered with an aluminum jacket, this shall be removed first using the wire cutters to cut any bands and the tin snips to remove the aluminum. It is important to fold the sharp edges in to prevent cutting the bag when it is placed in the bottom.

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- 2.8.20. With the insulation exposed, cut the insulation at each end of the section to be removed inside the glovebag. Throughout this process, water is sprayed on the cutting area to keep dust to a minimum.
- 2.8.21. Once the ends are cut, the section of insulation shall be slit from end to end. The cut shall be made along the bottom of the pipe and water continuously supplied. Again, care shall be taken when using the knife not to puncture the bag. Some insulation may have wire to be clipped as well.
- 2.8.22. Spray all tools with water inside the bag and place back into pouch.
- 2.8.23. The insulation can now be lifted off the pipe and gently placed in the bottom of the bag.
- 2.8.24. Using the scrub brush, rags and water, scrub and wipe down the exposed pipe inside the glovebag.
- 2.8.25. Thoroughly encapsulate all abated surfaces and exposed ends of insulation with an approved encapsulant.
- 2.8.26. From outside the bag, pull the tool pouch away from the bag and twist it to separate it from the bag. Place duct tape over the twisted portion and then cut the tool bag from the glovebag, cutting through the twisted/taped section.

In this manner, the contaminated tools may be placed directly into the next glovebag without cleaning. Alternately, the tool pouch and the tools shall be cleaned and dried without releasing asbestos into the air.

Rags and the scrub brush shall be disposed of as contaminated waste. If more than one section of pipe is to be removed, a new glovebag must be used for each section. An alternate method for removing the tools from the glovebag is to invert one of the arms so it is outside the bag. Place the tools in the sleeve and twist it. Tape the twisted sleeve at two places approximately 1 inch apart and cut the sleeve between the taped areas.
- 2.8.27. With the removed insulation in the bottom of the bag, wash down the upper portion of the bag with amended water and twist the bag several times and tape it to keep the material in the bottom during removal of the glovebag from the pipe.
- 2.8.28. Slip a 6 mil disposal bag over the glovebag (still attached to the pipe). Turn on the HEPA vacuum. Cut and remove the tape and open the top of the glovebag and fold it down into the disposal bag.
- 2.8.29. Remove the disposable suits and place these into the bag with the asbestos waste.

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- 2.8.30. Twist the top of the bag closed, fold this over, and seal with duct tape. Label the bag with a warning label. Each glovebag shall be used on only one section of pipe and shall not be reused or slid.
- 2.8.31. If, at any point in the removal or cleanup procedure, a leak or hole in the glovebag is found, the work shall immediately stop and the hole sealed. If necessary, the entire area shall be wet-wiped and cleaned.
- 2.8.32. After completion of removal, proceed with cleanup per Section 6.0.

2.9. Removal of Pipe Insulation without Glovebag (Where Required)

- 2.9.1. Prepare the work area per Sections 2.1, 2.2, 2.3, 2.4, 2.5, and 2.6.
- 2.9.2. Proceed with removal per Section 2.7.
- 2.9.3. After completion of removal, proceed with cleanup

2.10. Removal of Asbestos Wall Textures

Note: Only Wet Removal Techniques Will Be Allowed.

- 2.10.1. Prepare the work area as specified in Subsections 2.2.1., 2.2.2., 2.2.3., 2.2.4., 2.2.5., and 2.2.8.
- 2.10.2. Spray asbestos material with amended water using equipment recommended by the manufacturer capable of providing a "mist" application to reduce the release of fibers. Spray the asbestos material repeatedly during the work process to maintain a wet condition and to minimize fiber release.

Care will be taken by the workers to apply enough wetting agent to achieve the intent described herein, however, not to the excess that damage will result from overwetting. Solvents may be applied with brushes.
- 2.10.3. Solvents used for the removal of painted textures shall be approved by the consultant prior to use.
- 2.10.3. The Asbestos Abatement Contractor will use removal techniques, methods, and equipment which will not permit the fiber count during panel removal operations to be more than 0.01 fibers/cc of air as detected by personal air sampling methods.
- 2.10.4. Material will not be permitted to fall more than one foot without intermediate catching devices such as platforms or inclined chutes.
- 2.10.5. Remove the material in small manageable sections by dismantling. Do not drop or break panels. Do not allow the material to dry out. Begin cleanup immediately as specified by Paragraph 6.1. Gross Cleanup.

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- 2.10.6. If materials must be brushed, use HEPA vacuum to reduce fiber counts. Spray amended water on the surface areas throughout this process.
- 2.10.7. If project requires complete or partial demolition, use methods designed to reduce loose debris and high fiber levels.

2.11. Decontamination and Construction Preparation of Ceiling Penetrations (Where Required)

Note: Only Wet Removal Techniques will be Allowed.

- 2.11.1. Prepare work area as specified in Subsection 2.2.
- 2.11.2. Establish differential air pressure as specified in Subsection 2.5.
- 2.11.3. Prepare selected ceiling penetrations around outer core walls as directed by the scope of work. Spray ceiling with amended water, using equipment capable of providing a “mist” to reduce the release of fibers according to the recommendations of the manufacturer.
- 2.11.4. Provide negative pressure to prohibit fiber release to other parts of the building. Suitable equipment shall be utilized to support the air requirements.
- 2.11.5. Remove all ceiling penetration materials and dispose of as contaminated waste. Spray the contaminated ceiling repeatedly during the work progress to maintain a wet condition and to minimize fiber release. Care should be taken that damage does not occur from extensive over-wetting.
- 2.11.6. Clean and decontaminate all ceiling grid, lights, ductwork, wires and conduit, and all other contaminated, or potentially contaminated, surfaces.
- 2.11.7. Encapsulate ceiling grid, lights, and all layers of plastic as specified in Subsection 3.0 and duct tape the exposed edges of the penetrations.
- 2.11.8. A minimum of Powered Air Purifying Respirators (PAPRs) will be worn during all decontamination and construction preparation procedures.

2.12. Removal of Floor Tile

- 2.12.1. After plasticizing the work area, remove and dispose of all carpet, including pad,. Should Consultant determine that carpet has asbestos containing mastic and/or floor tile adhered to the carpet, the carpet shall be disposed of as an asbestos containing material.



- Where "carpet-to-remain" is scheduled, such carpet shall be thoroughly cleaned using HEPA vacuum equipment.
- 2.12.2. All window coverings, curtains or draperies shall be removed from the work area prior to beginning removal activities.
- 2.12.3. Prepare the work area as specified in Subsections 2.2.1., 2.2.2., 2.2.3., 2.2.4., 2.2.5., and 2.2.8.
- 2.12.4. Cover the wall and ceiling surfaces of the work area with a minimum of two layers of 4 mil plastic. Wall layers shall be applied first, making sure that plastic is turned along the ceiling at least 16 inches and securely fastened. Then apply ceiling layers overlapping the wall layers at least 12 inches. All joints and seams shall be glued, taped, or stapled securely with care to minimize damage to existing walls or ceilings, yet in a manner to prohibit water or air movement through the covered area.
- 2.12.5. Areas immediately adjacent to removal areas such as corridors or hallways which do not receive asbestos material removal, but are necessary routes to and from work areas, shall be protected with plastic on floors, same as described herein. Openings from these areas into areas where asbestos material is removed shall have curtained doorways to minimize fiber release into other areas. Negative air pressure is required in all conditions.
- 2.12.6. Establish emergency and fire exits from the work areas, or establish alternative exits satisfactory to fire officials or applicable codes.
- All exits shall be marked in bold lettering "EXIT" or "Emergency Exit."**
- 2.12.7. Provide decontamination enclosures as specified in Subsection 2.3 and differential air pressure as specified in Subsection 2.5. Respiratory protection shall be Air-Purifying Respirators (APR) as a minimum.
- 2.12.8. Spray asbestos material with amended water, using equipment recommended by the manufacturer capable of providing a "mist" application to reduce the release of fibers. Spray the asbestos material repeatedly during the work process to maintain a wet condition and to minimize fiber release. Care will be taken by the workers to apply enough wetting agent to achieve the intent described herein, however, not to the excess that damage will result from overwetting.
- 2.12.9. The Asbestos Abatement Contractor will use removal techniques, methods, and equipment which will not permit the fiber count during tile or mastic removal operations to be more than 0.01 fibers/cc of air as detected by personal air sampling methods.

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2.12.10. All methods for removal of mastic must be approved by the Owner or Consultant. If solvents are used, the solvent will be required to conform to a minimum of the following conditions:

- (1) Flash point (open or closed cup) >200°F,
- (2) Auto Ignition Temperature >600°F,
- (3) Slight odor,
- (4) Ph neutral,
- (5) Aromatic vapors <100 ppm, and
- (6) Will not react violently with water.

Respirator cartridges capable of filtering fumes will be required.

2.12.11. Collect the material that has been removed and place it into dark-colored sealable plastic bags (6 mils thick minimum). Each bag will be cleaned, wet wiped, evacuated, and removed from the work area. All plastic bags and containers must be imprinted with required and Specified Warnings and/or Labels.

2.12.12. In lieu of stockpiling, the preferred method is for the material to be placed directly into previously described containers.

2.12.13. Clean the external surfaces of the containers thoroughly in the work area. Next, move the containers into the Equipment Decontamination Enclosure. Proper equipment decontamination requires:

- (1) Clean gross contamination in work area.
- (2) In Washroom, wet clean thoroughly.
- (3) Place in clear sealable plastic bag (6-mils thick minimum) with required warnings and/or labels.
- (4) Seal with as little free air space as possible twist top of bag, gooseneck, and wrap with duct tape.
- (5) Move container into Holding Area.

2.12.14. After all visible gross material has been properly bagged and removed, wet clean and HEPA vacuum the lower half of the wall surfaces.

2.12.15. The work floor and the outer layer of wall and ceiling plastic shall be encapsulated.

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- 2.12.16. After the encapsulant has dried, one layer of plastic from the walls and ceiling shall be removed and disposed of as contaminated material in double plastic bags.
- 2.12.17. Final air clearance will be in accordance to Subsection 6.5. where Phase Contrast Microscopy is allowed or Subsection 6.6 if Transmission Electron Microscopy (TEM) is required.

2.13. Removal of Asbestos-Contaminated Soil (Where Required)

- 2.13.1. Unless specified otherwise, general requirements of the Specifications will be in effect for this type of work.
- 2.13.2. The decontamination enclosure systems will be constructed, affixed, and connected prior to any worker entering the work area.
- 2.13.3. Respirator protection for this part of the removal will be Powered Air Purifying Respirators (PAPR's) as a minimum.
- 2.13.4. The differential air pressure units will be in place and operating prior to any sealing of the work space.
- 2.13.5. Asbestos containing pipe/mechanical insulation and debris shall be removed prior to soil removal.
- 2.13.5. Initially, remove one-half of the soil thickness as specified in the Scope Of Work. Start this work at the point farthest from the entrance to the soil floor area. Do not permit traffic onto the fresh soil surface. If the soil is damp, it can be removed without wetting. If the soil is dry, saturate the soil with amended water or a removal encapsulant. In either case, the soil below the first layer should be damp during removal. After the first layer of soil is completely removed, work can begin on the second layer of soil using the same procedures.
- 2.13.7. The final soil floor should be encapsulated with a product designed for soil. It should be applied according to the manufacturer's instructions.
- 2.13.8. The pipes, walls and ceiling of the work space should be encapsulated with an appropriate encapsulant, and it should be compatible with the soil encapsulant.
- 2.13.9. Clearance criteria and methods will be determined either by PCM or TEM as determined by the consultant.

3.0 ASBESTOS ENCAPSULATION



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3.1. General

In addition to post removal encapsulation, the additional intent of encapsulation work is to assist with the prevention of potential fiber release while working around asbestos containing materials that have not been removed.

3.1.1. The work includes the encapsulating of asbestos-containing fireproofing located above suspended ceilings.

OR

3.1.2. The work includes the encapsulating of asbestos-containing spray-on acoustical plaster.

OR

3.1.3. The work includes the encapsulation of materials from which asbestos-containing materials have been removed.

3.1.4. Submittals

- (1) Submit manufacturer's technical information including label analysis and application instructions for each material proposed for use.
- (2) Submit manufacturer's installation instructions with specific project requirements noted.
- (3) Submit manufacturer's performance guarantee.
- (4) Submit written approval of entity installing the encapsulant from encapsulant manufacturer.
- (5) Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29CFR 1910.1200) for each surfactant and encapsulating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

3.1.5. Delivery and Storage

- (1) Deliver materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

Name or title of material
Manufacturer's stock number and date of manufacture
Manufacturer's name
Thinning instructions
Application instructions

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- (2) Deliver materials together with a copy of the OSHA Material Safety Data Sheet for the material.

3.1.6. Quality Assurance

- (1) Install spray-on materials by a firm and personnel approved by the manufacturer of the primary materials.
- (2) Submit written Performance Warranty, executed by the manufacturer and co-signed by the Contractor, agreeing to repair/replace spray-on work which has cracked, fallen from substrate, or otherwise deteriorated to a condition where it would not perform effectively for its intended purposes due substantially to defective materials or workmanship and not due to abuse by occupants, improper maintenance, unforeseeable ambient exposures or other causes beyond anticipated conditions and manufacturer's/contractor's control.
- (3) Warranty period is one year after date of substantial completion.

3.2. Products

- 3.2.1. Provide penetrating or bridging type encapsulant specifically designed for application to asbestos-containing material.
- 3.2.2. Use only materials that have a flame spread index of less than 25, when dry, when tested in accordance with ASTM E-84.
- 3.2.3. Select appropriate encapsulants from those rated as "acceptable" when tested under the procedures of "Battelle Columbus Laboratories" tests for the evaluation of encapsulants for friable asbestos-containing materials.

3.3. Execution

- 3.3.1. General
Prior to applying any encapsulating material, ensure that application of the sealer will not cause the base material to fall and allow the sealed material to fall of its own weight or separate from the substrate. Should Contractor doubt the ability of the installation to support the sealant, request direction from the Owner's Representative before proceeding with the encapsulating work.
- 3.3.2. Worker Protection
 - (1) Before beginning work with any material for which a Material Safety Data Sheet has been submitted, provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

- (2) In addition to protective breathing equipment required by OSHA requirements or by this specification, use painting pre-filters on respirators to protect the dust filters.

3.3.3. Spray-on Fireproofing/Spray-on Acoustical Plaster

- (1) Prepare work area as required by Subsection 2.1. through 2.6.
- (2) Provide worker protection and respiratory protection per Subsection 5.0, Safety.
- (3) It is the intent of this section that the surface to be encapsulated should not be water-damaged, have loose or hanging asbestos-containing materials, and should be prepared for encapsulation as recommended by the manufacturer of the encapsulant.
 - (a) Repair damaged and missing areas of existing sprayed asbestos to obtain a suitable base for sealing and to restore continuity of existing material. Use the specified asbestos-free replacement material in accordance with the manufacturer's recommendations.
 - (b) Remove loose and hanging material. Pack in sealable plastic bags, 6-mil minimum thickness, and place in labeled containers for transport.
 - (c) Cleanup as specified in Subsection 6.1.
- (4) Comply with all manufacturer's instructions for particular conditions of installation in each case. Consult with manufacturer's technical representative for conditions not covered.
- (5) Encapsulate all surfaces in full compliance with manufacturers' procedures.
- (6) At completion of encapsulation and before removal of work area enclosures and differential pressure system, decontaminate space in accordance with requirements of Subsection 6.0, Cleanup Procedures and Clearance Standards.
- (7) At completion of work, submit manufacturer's record of inspection of completed work and Manufacturer's Performance Guarantee executed by both manufacturer and Contractor.

3.3.4. Scratch Coat Plaster

- (1) Apply two (2) coats of encapsulant to the scratch coat plaster after all asbestos-containing material has been

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- removed. Apply in strict accordance with the manufacturer's instructions for use of the encapsulant as an asbestos coating. Any deviations from such printed instructions must be approved by the Owner's Representative in writing prior to commencing work.
- (2) Apply encapsulant with an airless spray gun with air pressure and nozzle orifice as recommended by the encapsulant manufacturer.
 - (3) Apply the first coat of encapsulant while the scratch coat is still damp from the asbestos removal procedures. If the surface has been permitted to dry, vacuum surface with a HEPA filtered vacuum cleaner prior to spraying with the encapsulant.
 - (4) Apply second coat over the first coat in strict conformance with manufacturer's instructions.
 - (5) Color the encapsulant contrasting colors in alternate coats so that visual confirmation of complete and uniform coverage of each coat is possible. Adhere to manufacturer's instructions for coloring. At the completion of work, the encapsulated surface must be a uniform third color produced by the mixture.
 - (6) At completion of encapsulation, and before removal of work area enclosures and differential pressure system,

decontaminate space in accordance with requirements of Subsection 6.0, Cleanup Procedures and Clearance Standards.

4.0 SAFETY

4.1. General

The asbestos abatement contractor shall be responsible for compliance with Federal, State and local regulations. The Asbestos Abatement Contractor shall be solely responsible for the safety, and efficiency, and adequacy of his plant, appliances, and methods and for any damages which may result from their improper construction, maintenance, or operations.

The contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, proper safeguards for the protection of the workmen and the public and shall post warning signs around the site.

- 4.1.1. The Asbestos Abatement Contractor shall designate a responsible member of his organization on the work site, whose duty shall be the detection, recognition, and prevention of accidents and potential accidents. In the absence of notice to the contrary, filed in

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writing to the Consultant, this person shall be the supervisor of the Asbestos Abatement Contractor.

4.1.2. The Asbestos Abatement Contractor shall assume all responsibility for any toxic effects to workers of the air supplied to respirators. The Asbestos Abatement Contractor shall assume all responsibility for any toxic effects to personnel or property caused by airborne particulates, mists, vapors, or any wetting agent(s) and for the disposal of said agent(s) and any residual toxic damaging residues.

4.2. Workers and Crews

4.2.1. The Asbestos Abatement Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work crew any person not skilled in the work assigned nor anyone who has not received notice and instructions on the dangers of asbestos exposure and the reduction of the dangers associated with its removal. They shall also receive training in the proper use of respirators, safety procedures, equipment, clothing, and work procedures.

4.2.2. The Asbestos Abatement Contractor shall remove any employee from the project not adhering to any standard or requirement set forth herein.

4.2.3. The Asbestos Abatement Contractor shall be responsible for setting the size of his work crews. During removal operations, a minimum of two (2) workers shall be in the work area. Under no circumstances should workers be allowed to work alone while within the work area.

4.3. Respiratory Protection

4.3.1. Prior to commencement of work, all workers shall be instructed and shall be knowledgeable in the use of respiratory equipment. **Note: This shall include emergency evacuation procedures.**

4.3.2. All respiratory protection shall be provided to workers in conjunction with a respiratory protection program which shall meet the requirements of OSHA 29 CFR 1910.134 and OSHA 29 CFR 1926.1101. This includes qualitative or quantitative fit testing.

4.3.3. The Asbestos Abatement Contractor shall provide workers with personally issued and marked respiratory equipment approved by the Mine Safety and Health Administration (MSHA) and/or the National Institute for Occupational Safety and Health (NIOSH) for use in atmospheres containing asbestos fibers.

4.3.4. Respiratory protection shall be worn by all persons potentially exposed to asbestos from the initiation of the asbestos abatement project until all areas have been given clearance. Clearance shall be obtained by visual inspection and air monitoring.

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- 4.3.5. Where respirators with disposable filters are employed, provide sufficient filters for replacement as necessary by the worker, or as required by the applicable regulation.
- 4.3.6. The Asbestos Abatement Contractor shall supply all individuals with adequate respiratory protection, which is set at a minimum in compliance with OSHA requirements. In addition, he shall require and enforce the use of the following activity-related requirements:
- (1) Project Walk-Thru Inspection: (Contractor Option) cartridge-type, air-purifying respirators.
 - (2) Pre-Removal Work Activities Not Disturbing Asbestos-Containing Materials:
 - (3) Pre-Removal Work Activities Which Disturb Asbestos-Containing Materials:
 - (4) Removal Activities:
 - (5) Gross Cleanup and Plastic Removal:
 - (6) Encapsulation and Containment Cleanup:
 - (7) Drum Handling and Disposal Activities:
Note: The Asbestos Abatement Contractor shall ensure that disposal crew have sufficient number of respirators in transport vehicle for routine or emergency use. This includes at least one extra respirator for landfill personnel.
 - (8) Final Wipe Down and Cleanup:
 - (9) Any question as to respiratory requirements for any activity unnamed or described herein shall, by default, require the maximum protection, or may be directed by the Consultant.
 - (10) Proper respiratory equipment shall be used throughout the project, including removal of final layers of plastic after final air clearance is attained.
- 4.3.7. Post in the Equipment Room and the Clean Room, all decontamination and safety procedures to be followed for ingress and egress from the work area.

4.4. Protective Clothing

The Asbestos Abatement Contractor shall provide workers with sufficient sets of protection, disposable, full body clothing

recommended for use in asbestos operations or equivalent to DuPont "TYVEK-Type 14".

- 4.4.1. Upon request to the Consultant, the Asbestos Abatement Contractor may be allowed to use non-disposable clothing. Request will be granted based upon proof of disposal or use of proper laundering for contaminated articles.
- 4.4.2. Such full body clothing shall consist of:
 - (1) Foot coverings including shoes, boots, or disposable foot coverings. Rubber boots are recommended.
 - (2) Head coverings (disposable are recommended).
 - (3) Clothing should be full body coverall type.
- 4.4.3. Street clothes shall not be worn under protective clothing.
- 4.4.4. Any non-decontaminated protective clothing shall remain within the contaminated areas and shall be disposed of as contaminated waste upon completion.
- 4.4.5. Provide authorized visitors with suitable sets of protective full body clothing including footwear.
- 4.4.6. Provide eye protection and hard hats as required for job conditions or by applicable safety regulations.
- 4.4.7. All clothing shall be sealable by design or by securing with tape at the workers' ankles and wrists. Short pants or short sleeves will not be allowed.
- 4.5. Worker Protection Procedures**
- 4.5.1. All decontamination procedures are for the protection of the worker and general public and shall be strictly adhered to prior to entering and exiting the work area except under extreme emergencies.
- 4.5.2. Any person entering the equipment room, or the work area shall:
 - (1) Remove all street clothes in the clean change room.
 - (2) Put on clean protective clothing.
 - (3) Put on and utilize the proper respiratory equipment.
- 4.5.3. Any person exiting the equipment room or work area shall:
 - (1) Remove any gross contamination while still in the work area.

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- (2) Proceed to the equipment room and remove all protective clothing.

DO NOT REMOVE RESPIRATOR

- (3) Still wearing respirator, proceed naked into shower.
- (4) Thoroughly clean first the respirator and then themselves with soap and water.

Proper Decontamination Includes a Thorough Shampoo and Body Wash Prior to Removing Respirator

- (5) After showering and drying off, proceed to the clean change room and dress.
- (6) Any contaminated clothing (including footwear) shall remain in the equipment room and be discarded as contaminated waste unless they can be properly decontaminated.

4.5.4. No person shall eat, drink, smoke, chew gum or tobacco in the work area.

4.5.5. At no time will smoking be allowed in the project area(s) and/or on site.

4.5.6. Workers removing waste containers from the equipment decontamination enclosure shall enter the holding area from the outside wearing a respirator and be dressed in clean disposable coveralls. **No worker or person shall use this system as a means of ingress or egress from the work area.**

4.6. Work Environment

The work environment is extreme. The Asbestos Abatement Contractor shall be aware of the ever-present dangers and shall take the appropriate preventive measures to protect the workers from extreme environments (hot, cold, humid, wet) as well as from exposure to asbestos.

4.7. Ladders, Scaffolds, and Work Platforms

The Asbestos Abatement Contractor shall adhere to all OSHA regulations and standards with regard to ladders, scaffolds, and work platforms. He shall also follow proper decontamination procedures when removing said devices from the work area.

4.8. Electrical

Due to the extreme conditions present during abatement activities, the Asbestos Abatement Contractor is responsible for assuring



work areas are safe from electrical hazards. An adequate Ground Fault Interrupter system shall be used as required in the National Electrical Code. Contractor must also supply power for Consultant's sampling pumps, fans, and leaf blower, using Ground Fault Interrupters.

4.9. Fire Protection

- 4.9.1 Fire extinguishers, 10A60BC type, will be required in the work areas at a number required by the Texas Department of State Health Services anywhere in the work area.
- 4.9.2. Smoke detectors of the battery powered ionization type will be required at a rate of one per 1000 sq ft.
- 4.9.3. The minimum number of smoke detectors will be one in the clean area and one adjacent to each differential pressure machine.
- 4.9.4 Smoking, cooking appliances, heaters, etc. are prohibited in and around the work area, including the clean room.

5.0 CLEANUP PROCEDURES AND CLEARANCE STANDARDS

5.1. Gross Cleanup

Immediately upon removal of asbestos-containing materials, the following clean-up procedures shall commence:

- 5.1.1. Collect the material that has been removed and place it into dark-colored sealable plastic bags (6 mils thick minimum).

Each bag will be cleaned, wet wiped, evacuated, and removed from the work area. All plastic bags and containers must be imprinted with required and Specified Warnings and/or Labels.
- 5.1.2. The preferred method is for the material to be placed directly into previously described containers.
- 5.1.3. Clean the external surfaces of the containers thoroughly in the work area. Next, move the containers into the Equipment Decontamination Enclosure. Proper equipment decontamination requires:
 - (1) Clean gross contamination in work area
 - (2) In Washroom, wet clean thoroughly
 - (3) Place in clear sealable plastic bag (6-mils thick minimum) with required warnings and/or labels.
 - (4) Seal with as little free air space as possible twist top of bag, gooseneck, and wrap with duct tape.

- (5) Move container into Holding Area.

NOTE: All asbestos-containing waste materials to be disposed of must be double-bagged.

- 5.1.4. Once into the Holding Area, all containers will be handled by workers, wearing uncontaminated, clean protective clothing entering from uncontaminated areas. No worker shall exit through the Equipment Decontamination Enclosure.
- 5.1.5. Containers must be stored in a secure area which has been lined with one layer of 6 mil plastic. Containers should be removed to predetermined and authorized landfill as soon as possible.
- 5.1.6. All waste containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101
- 5.1.7. Maintain a clean work area at all times. Thoroughly clean work area, including decontamination enclosure system, at the end of each work day and/or work shift.

5.2. Initial Cleanup Sequence

- 5.2.1. Following abatement activities, cleanup remaining gross accumulations of asbestos-containing materials. Do not use sharp metal objects during cleanup that may cause damage to plastic on floors or walls, such as metal shovels or brooms.
- 5.2.2. Remove all visible accumulations of debris.
- 5.2.3. Wet clean and HEPA vacuum entire (all surfaces) Work Area.
- 5.2.4. All equipment and containers shall be decontaminated and removed.
- 5.2.5. Remove top layer of plastic sheeting and dispose of as contaminated waste.
- 5.2.6. Wet clean and HEPA vacuum (all surfaces) work area.
- 5.2.7. Request visual clearance by Consultant. Criteria for visual clearance include:
- (1) Completion of Abatement Activity
 - (2) Adequate cleanup of Work Area
- 5.2.8. Upon completion of visual clearance (passing), the Consultant will sign the Log book as "Ready for initial air clearance."

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5.3. Initial Air Clearance

- 5.3.1. Upon request by Asbestos Abatement Contractor and after the visual clearance requirements have been met, the Consultant will conduct an initial air clearance test.
- 5.3.2. The standard for initial air clearance is 0.01 fibers/cubic centimeter of air as determined by Phase Contrast Microscopy (PCM). Tests will be conducted using aggressive air sampling techniques.
- 5.3.3. When standard for initial air clearance has been met:

All existing pipes, fittings, valves, and any other component of the piping system, all areas where asbestos-containing material has been removed, and all plastic sheeting shall receive one coat of identifiable encapsulant.

5.4. Plastic Removal

- 5.4.1. After the Consultant has determined that the encapsulant is dry, remove one layer of plastic sheeting from walls and floors. Care should be taken to avoid pulling down the remaining layer of plastic sheeting. Containerize plastic and any remaining debris, decontaminate container and dispose of as contaminated waste. All containment devices, including decontamination facilities, shall remain in place.
- 5.4.2. Reclean and HEPA vacuum all surfaces.
- 5.4.3. Apply another coat of identifiable encapsulant to all surfaces.
- 5.4.4. After the Consultant has determined that the encapsulant is dry, remove the remaining layer of plastic sheeting. All plastic over critical barriers shall remain in place. Decontamination facilities shall remain in place and all specified differential pressure requirements shall be maintained.
- 5.4.5. Wet clean and HEPA vacuum the entire work area.
- 5.4.6. Observe a 12-hour hold period.
- 5.4.7. Request final air clearance.

5.5. Final PCM Clearance

- 5.5.1. Upon request by the Asbestos Abatement Contractor, the Consultant will conduct a final air clearance test. The final clearance test will be conducted using aggressive air sampling techniques, such as leaf blowers, fans, or other agitation devices.
- 5.5.2. The standard for final air clearance is 0.01 fiber/cubic centimeter of air as determined by Phase Contrast Microscopy (PCM).

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Note: Contractors are reminded about the one retest provision.

5.6. Final TEM Clearance (Where Applicable)

5.6.1. Collection and analysis of TEM samples will be in accordance with Appendix A of AHERA Regulations, Sections I, II, III, and IV.

5.6.2. The clearance standard for final TEM clearance is:

- (1) Average of inside samples less than 70 structures/mm² and volumes of all inside samples greater than 1250 liters; or
- (2) Average of field and lab blanks less than 70 structures/mm² and average of inside samples is not statistically higher than the average of outside samples using the AHERA Z-test protocol.

5.6.3. Contractor should allow sufficient time in the work schedule for TEM analysis.

5.6.4. If TEM clearance does not meet the specified clearance standard, Contractor will re-clean the containment.

5.6.5. After re-cleaning, upon request by the Contractor, the Consultant will repeat both the PCM final clearance and the TEM clearance. At the Consultant's discretion, the repeat PCM final clearance may be waived.

5.6.6. Contractor is responsible for costs of all retests.

5.6.7. The Asbestos Abatement Contractor shall be required to comply with the clean-up procedures and clearance testing standards.

5.7. Final Cleanup

5.7.1. When the final clearance has been achieved with required respiratory and personal protective equipment:

- (1) Remove remaining layer of plastic sheeting over critical barriers,
- (2) Remove decontamination enclosure,
- (3) Remove all seals, barriers, and any other plastic sheeting, etc.
- (4) Dispose of everything used in the completion of the work as contaminated waste.

5.8. Final Inspection



The work area shall be visually inspected to confirm all work has been completed as required. Damage assessments shall be done at this time.

- 5.8.1. After thorough inspections, the contractor shall then be released from the jobsite.
- 5.8.2. If other work is to be done as part of extended renovations, clearances will be provided to the owner/renovation contractors.

6.0. DISPOSAL OF CONTAMINATED MATERIALS, WASTES AND OBJECTS

- 6.1.1. All shipping will be in accordance with Title 49, Code of Federal Regulation, Part 172.
- 6.1.2. All asbestos waste and asbestos-contaminated materials must be shipped using the following information on shipping papers and manifests:

Hazardous Material
Proper Shipping Name: hazardous substance solid, N.O.S.
DOT Hazard Class: ORM-E
Identification Number: NA 9188 (friable asbestos)
Reportable Quantity: RQ-1 lb

- 6.1.3. All wastes shall be disposed of at an authorized, predetermined landfill. The landfill location shall be approved by the Consultant prior to transport.
- 6.1.4. All asbestos waste materials shall be transported directly to the landfill.
- 6.1.5. All containers shall be properly marked and meet all regulations, codes, or ordinances.
- 6.1.6. All truck dumping containers shall be enclosed and sealed en route to the landfill.
- 6.1.7. The landfill shall meet all requirements of 40 CFR Part 61.156.
- 6.1.8. Asbestos Abatement Contractor shall provide receipts from landfill for material deposited. If a transporter is employed, waste manifests from the hauler shall also be provided.
- 6.1.9. All respiratory requirements specified herein shall be complied with during all waste handling activities.

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APPENDIX C
DRAWINGS

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- LEGEND**
- EXISTING CONSTRUCTION
 - NEW WALL 1/2" GYP ON 3/8" METAL STUDS @ 24" OC EXTEND TO 6" ABOVE CEILING
 - NEW INR WALL 1/2" FIRE CODE GYP ON 3/8" METAL STUDS @ 24" OC EXTEND TO ROOF DECK
 - NEW WALL 1/2" GYP ON 3/8" METAL STUDS @ 24" OC EXTEND TO ROOF DECK
 - EXISTING DOOR TO REVAL.
 - NEW DOOR

Door Buy

1) Metal frames
 2) New doors
 3) Same hardware (locks)
 4) Same swing
 5) Hand (Fire lobby)

Open

1) Fire Rtn
 2) Fire Rtn
 3) Fire Rtn
 4) Door 47 as option

10-5060

Asbestos containing mastic under carpet.

FLOOR PLAN
 SCALE 1/8"=1'-0"

SMR SCHUTTS, MAGEE & RIDDLE ARCHITECTS INC.

ADDITIONS & ALTERATIONS TO THE BURLESON POLICE STATION
 BURLESON TEXAS

PROJECT NO: _____
 DATE: _____
 CHAIR: _____
 REVISION: _____

[Signature]

Sheet CONTENT

Sheet NUMBER

A101
 OF 2 SHEETS

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.

2L Construction LLC
Rhome, TX United States

Certificate Number:
2024-1113922

Date Filed:
01/19/2024

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.

21PW02
West Ellison Street and Parking Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Fisher, Harmon	Boyd, TX United States	X	

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)

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.
2L Construction LLC
Rhome, TX United States

Certificate Number:
2024-1113922

Date Filed:
01/19/2024

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:
02/07/2024

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.

21PW02
West Ellison Street and Parking Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Fisher, Harmon	Boyd, TX United States	X	

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)

2L Construction L.L.C


P.O. Box 397
 Rhome, TX 76078
 Tel.: (940) 433-2670
 Fax: (940) 433-2120

CHANGE ORDER

CHANGE ORDER NO.: 4

TO: City of Burleson		Attn: Lance Barton	
ADDRESS: 141 W Renfro Street		DATE: August 26, 2024	
CITY, STATE, ZIP: Burleson, Texas 76028		PHONE: 817-426-9620	
JOB NAME AND LOCATION: West Ellison Street & Parking Improvements		JOB NUMBER: 24-003	
		DATE OF EXISTING CONTRACT February 9, 2024	

<p>1. Mill & Overlay SW Johnson Ave as Requested.....\$ 103,650.00</p> <ul style="list-style-type: none"> a. 2" Asphalt Milling – 1,750 SY @ \$10.00 SY = \$17,500.00 b. Asphalt Base Level-Up – 20 TN @ \$240.00 TN = \$4,800.00 c. 2" Asphalt Overlay – 1,750 SY @ \$34.00 SY = \$59,500.00 d. Striping – 1 LS @ \$5,800.00 <ul style="list-style-type: none"> i. Double Yellow Button Stripe – 400 LF ii. White Lane Delineators – 280 LF iii. Double White Line for Right Turn Lane – 115 LF iv. Thermo Right Turn Arrow – 2 EA v. Thermo "ONLY" – 2 EA e. Bond, Striping Mobilization, Traffic Control, Flagging, Etc. - \$16,050.00 f. Add 10 Days 	
<p>TOTAL ADD.....\$ 103,650.00 TOTAL DELETE.....(\$0.00)</p>	
<p>TOTAL CHANGE ORDER.....\$ 103,650.00</p>	
<p>Note: This revision becomes part of, and in conformance with, the existing contract.</p>	

DATE <u>8-26-24</u>  2L Construction LLC	PREVIOUS CONTRACT AMOUNT	\$ 2,920,480.74
	REVISED CONTRACT AMOUNT	\$ 3,024,130.74

ACCEPTED: The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in original contract unless otherwise stipulated.

DATE _____

Date _____

Owner

Architect

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: September 9, 2024

SUBJECT:

Consider approval of a minute order authorizing placing a fence around the perimeter of an electric panel adjacent to the Burleson Memorial Cemetery in the amount of \$1,100, in accordance of Council Policy 17. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

In August of 2024, Council member Larry Scott requested options for securing the electric panel adjacent to the Burleson Memorial Cemetery. The electric panel powers the irrigation system at the cemetery. Staff can install a fence to surround the panel for \$1,100.

The city manager shall add to the agenda all elected official initiated requests for action that incur a cost beyond the approved budget.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

\$1,100

STAFF CONTACT:

Jen Basham, CPRE
Director of Parks and Recreation
jbasham@burlesontx.com
817.426.9201



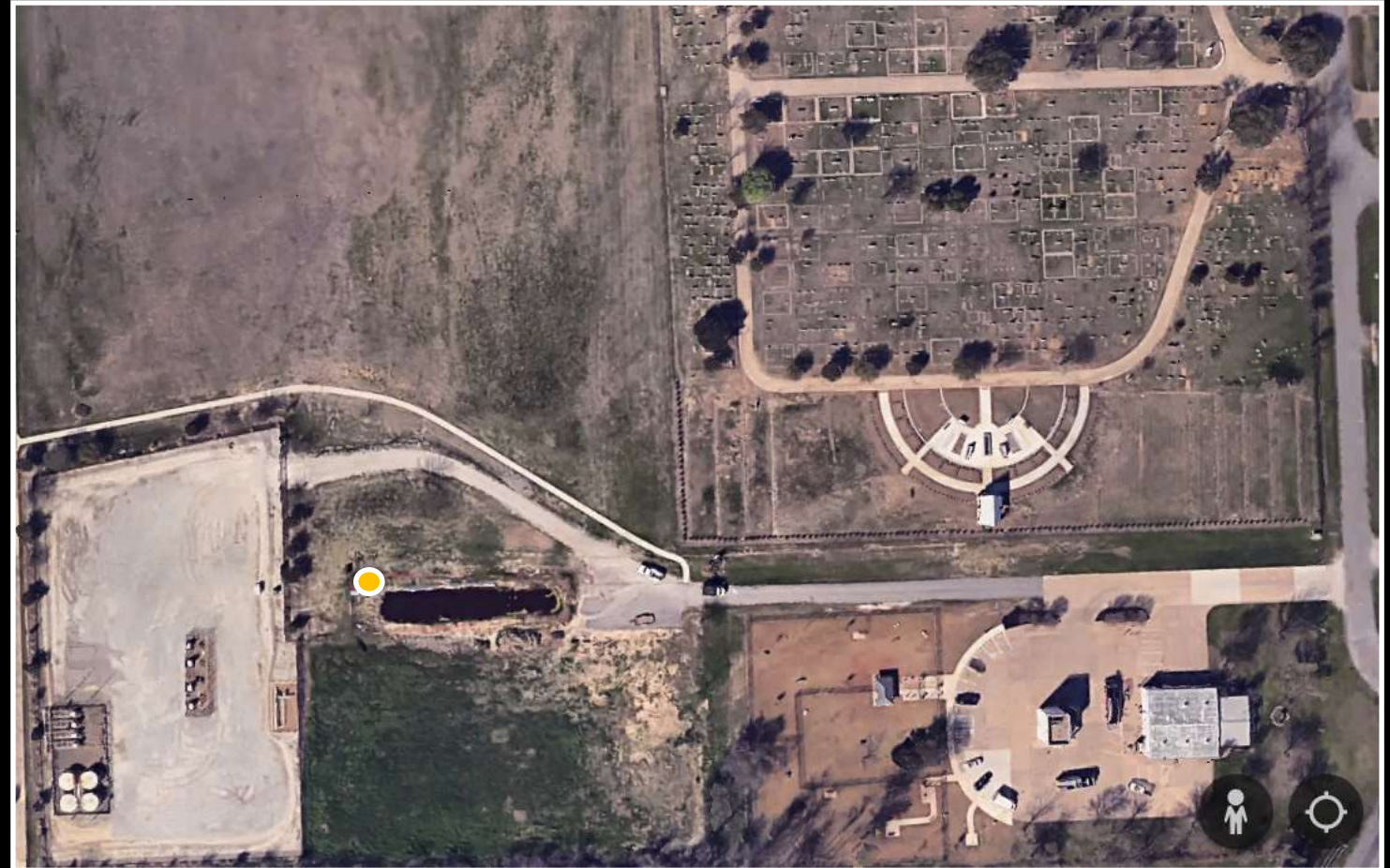
Electrical Panel Safety Measures at Burleson Memorial Cemetery

City Council: September 9, 2024
Staff Presenter: Jen Basham, Director of Parks and Recreation

Background and Current Operations Overview:



- The electrical panel north of Burleson Cemetery powers key infrastructure, including:
 - **Cemetery Shelter:** Provides electricity for lighting, sound systems, and other utilities.
 - **Cemetery Irrigation System:** Supports the maintenance of the grounds.
 - This panel was also previously used to power a now-decommissioned well, though it remains crucial for current operations.



Item of Concern:

- **Issue:** The electrical panel is accessible and live, posing a safety risk.
- **Need:** Securing the panel to prevent accidents and unauthorized access.



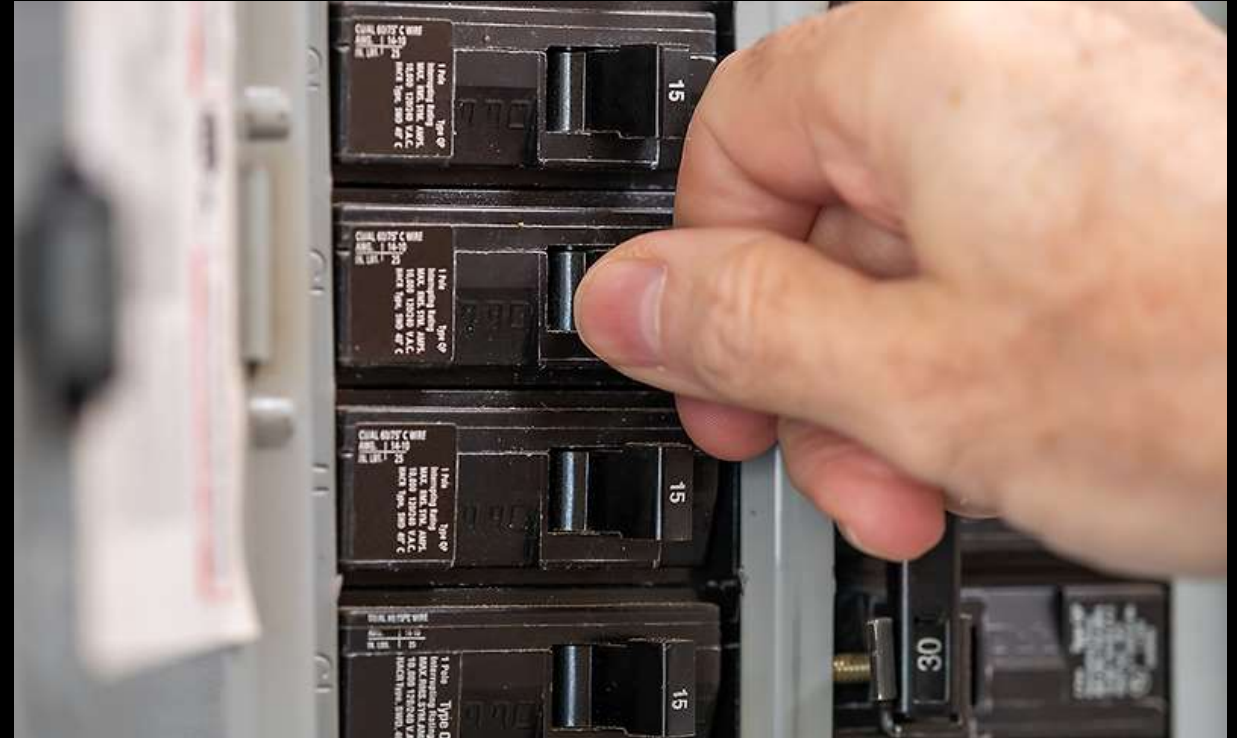
Staff recommendation for addressing the issue:

Install a secure fence around the area to restrict public access.

Add a sign stating that there is high voltage, authorized personnel only

- **Cost:**

- Estimated cost to install a secure fence using internal resources: \$1,100
- The work will be completed in-house



Action Options:



Secure with Fencing:
Implement a fencing
solution to enclose and
secure the electrical panel
Cost: \$1,100



Take no action

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel. (First Reading) (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)

SUMMARY:

INTRO

The City of Burleson, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). ACSC undertakes activities on behalf of its city members and their citizens, including participation in rate cases. The City has been a longtime member of ACSC, and in 2023 passed a resolution to continue its membership.

2023 ATMOS RATE REQUEST

In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff

adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to \$182.5 million, \$132.6 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be \$149.6 million instead of the claimed \$182.5 million.

After several settlement meetings, the parties have agreed to settle the case for \$164.7 million. This is a reduction of \$32.1 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2024. ACSC members should take action approving the Resolution/Ordinance before September 30, 2024.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate \$164.7 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

MONTHLY BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.52 on a monthly basis, or 6.84%. The increase for average commercial usage will be \$13.39 or 3.44%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2024, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$48.19	-
DARR:	\$54.30	\$6.11
ATM Cities:	\$49.59	\$1.40
Environs:	\$49.53	\$1.34

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$196.8 million in additional system-wide revenues, the RRM settlement at \$164.7 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$164.7 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2024. New rates become effective October 1, 2024.

OPTIONS:

- 1) Approve the ordinance; or
- 2) Deny the ordinance.

RECOMMENDATION:

Approve the ordinance

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

n/a

FISCAL IMPACT:

n/a

STAFF CONTACT:

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

Ordinance Approving the Settlement Agreement Between the Atmos Cities Steering Committee and Atmos

PRESENTED TO THE CITY COUNCIL ON
SEPTEMBER 9, 2024

Atmos Settlement Agreement

- The city is a regulatory authority over Atmos Energy Corp., Mid-Tex Division with an interest in the rates and charges of Atmos
- The city has been a longtime member of the Atmos Cities Steering Committee (ACSC)
- ACSC is a coalition of 181 other cities that undertakes activities on behalf of its city members and their citizens, including participation in rate cases
- On April 1, 2024, Atmos filed a rate request pursuant to the rate review process requesting additional system-wide revenues of \$196.8 million
- After discovery and several meetings, ACSC and Atmos agreed to settle the case for \$164.7 million, a reduction of \$32.1 million

Atmos Settlement Agreement

- The impact of the settlement on average residential usage is an increase of \$5.52 on a monthly basis, or 6.24%
- The impact of the settlement on average commercial usage is an increase of \$13.39 on a monthly basis, or 3.44%
- ACSC believes the \$164.7 settlement is fair and reasonable
- The ACSC Executive Committee urges all ACSC members to pass an ordinance approving the settlement before September 30, 2024
- New rates will become effective October 1, 2024

Atmos Settlement Agreement

Action Requested:

- Approve an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company's 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; and requiring the company to reimburse ACSC's reasonable ratemaking expenses.
- Staff recommends approval

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Burleson, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024 Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2024 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

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

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2024.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: September 9, 2024

SUBJECT:

Consider approval of an amendment to Chapter 6 Animal Care and Control, Section 6-16 Animal Shelter Advisory Committee, (c) Number of members; terms, exempting the licensed veterinarian, municipal officer, and daily operations position from term limits. (Final Reading) (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council approved the amendment on first reading at the August 19, 2024 regular council meeting.

The Community & Intergovernmental Relations Council committee met on August 7, 2024 to review appointments to all the boards, commissions, and committees. In reviewing the applications it was highlighted the vacancies for the licensed veterinarian position on the Animal Shelter Advisory Committee because the local veterinarian who previously served for 9 years had termed out. The veterinarian has played a critical role in the growth and development of programs within the Animal Shelter and Control program and is willing to continue serving. However the current ordinance does not allow for exemption to the term rule for any positions on this committee. The committee requested staff bring forward an amendment that would address this and any other members that would need this exemption.

The Animal Shelter Advisory Committee was first established in 2006 pursuant to the Texas Health and Safety Code with the purpose of providing recommendations to the city regarding compliance with the Texas Rabies Control Act and ways to improve the efficiency and cost effectiveness of the city's animal control program.

The terms and number of members follows the city's code of ordinance Chapter 2, article II, section 2-31 (d) and (e) with no exception given to any members of the committee. The committee has three specific members that are critical to the function of the committee; licensed veterinarian, municipal officer, and a person in charge of daily operations. The municipal officer and daily operations members are city employees, usually the Director and the Animal Control Manager. Given that these two positions are city employees staff believes these term limits should be directly related to their employment or holding these positions. We are seeking amendment to the ordinance to create an exception for these two members.

The licensed veterinarian is another position that staff believes should be exempt from term limits. Retaining a licensed veterinarian on the advisory committee without term limits ensure continuity of expertise and experience, which is essential for maintaining high standards of animal care and welfare. By allowing them to serve without restrictions, the committee benefits from their ongoing professional guidance. This is critical as the animal care program grows with the city. Providing the committee with expert advice on complex and evolving challenges.

RECOMMENDATION:

Approve on final reading the proposed amendment to Chapter 6, Section 6-16 (c) by creating exception for licensed veterinarian, municipal officer, and daily operations member of the Animal Shelter Advisory Committee.

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

The Community & Intergovernmental Relations Council committee met on August 7, 2024 to review appointments to all the boards, commissions, and committees. The committee requested staff bring forward an amendment that would address exemption to the term rule for three members of the Animal Shelter Advisory Committee. The licensed veterinarian, municipal officer and the daily operations positions.

REFERENCE:

City of Burleson Code of Ordinances Chapter 6,
Section 6-16.

FISCAL IMPACT:

None

STAFF CONTACT:

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

Animal Shelter Advisory Committee - Amendment

AUGUST 19, 2024

What are we hoping to accomplish?

To recruit and retain *specific* board, commission, & committees members for the ones that require one.

Starting with Animal Shelter Advisory Committee.

1. Licensed Veterinarian
2. Municipal Officer
3. Daily Operations



What's the solution? – Amend the Ordinance

Chapter 6 Section 6-16, Animal Shelter Advisory Committee, (c) Number of members and **terms.**

Currently follow Chapter 2, Article II, Section 2-31 limiting terms of members of all boards, commissions, or committee unless exempted.

Propose to exempt the 3 specific board positions



Process for this amendment



- First reviewed at the August 7, 2024 Community & Intergovernmental Relations Council Committee meeting
- Committee requested staff bring the item forward
- August 19, 2024 City Council consider 1st reading of Ordinance amending Chapter 6 Animal Shelter Advisory Committee
- If approved Final reading of Ordinance September 9, 2024

Committee members:

Johnson – Chair
Fletcher
Anderson





BITX

Questions?

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE CITY’S CODE OF ORDINANCES BY AMENDING CHAPTER 6, ANIMAL CARE AND CONTROL, SECTION 6-16 ANIMAL SHELTER ADVISORY COMMITTEE; 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, A SAVINGS CLAUSE, A CUMULATIVE CLAUSE, AND EFFECTIVE DATE.

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

WHEREAS, the City Council passed Ordinance B-749-06 on April 13, 2006 creating Chapter 6 Animal Care and Control of the Code of Ordinances; and

WHEREAS, Chapter 6 Animal Care and Control, Section 6-16 created the Animal Shelter Advisory Committee pursuant to Texas Health and Safety Code § 823.005; and

WHEREAS, the Animal Shelter Advisory Committee number of members and terms of the members is stated in Section 6-16(c); and

WHEREAS, all members of the Committee hold terms in compliance Chapter 2, Article II, Section 2-31(e) limiting the terms to three consecutive three year terms; and

WHEREAS, the City Council desires the term limits do not apply to three members of the Animal Shelter Advisory Committee, specifically the licensed veterinarian, the municipal official, and the member whose duties include the daily operation of an animal shelter.

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

Section 1.

Subsection (c) of Section 6-16 “Animal Shelter Advisory Committee” of Chapter 6 “Animal Care and Control” of the City of Burleson Code of Ordinances is hereby amended to read as follows:

“§ 6-16. Animal Shelter Advisory Committee.

...

(c) The committee shall be in compliance with chapter 2, article II, section 2-31(e) for number of members and each member shall serve terms in compliance with chapter 2, article II, section

2-31(d). Notwithstanding the above, term limits shall not apply to the committee seats reserved for the one licensed veterinarian, the one municipal official, and the one person whose duties include the daily operation of an animal shelter.

...”

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.

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

Section 6.

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 7.

This ordinance shall become effective immediately upon its passage 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 _____, 2024.

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

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: September 9, 2024

SUBJECT:

ETJ Release Petition for 7200 CR 802 (Case 24-236): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 12.879 acres of land addressed as 7200 CR 802. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On August 12, 2024, a petition was submitted by Edward and Heather Parker (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 12.879 acres of land addressed as 7200 CR 802; 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

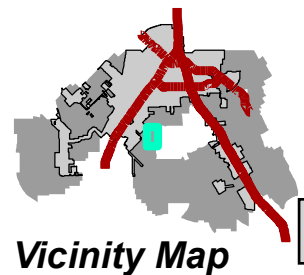
STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



THE CITY OF
BURLESON
TEXAS

7200 CR 802
ETJ Release Petition
Case 24-236





437

AUG 12 2024

Release from Extraterritorial Jurisdiction (ETJ) Petition







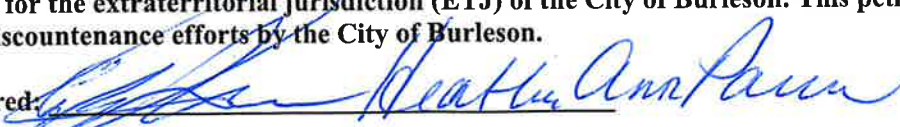
APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name: Edward and Heather Parker	Name: Edward and Heather Parker
Company::	Company:
Address:: 7200 County Road 802 Burleson, TX, 76028	Address:: 7200 County Road 802 Burleson, TX, 76028
Telephone: 817-715-3018	Telephone: 817-715-3018
Email: edward@topnotchit.com	Email: Edward@topnotchit.com
Signature: 	Signature: 

SITE INFORMATION

Number of properties within the area to be released:	1 property (2 parcels: 1x 5 acres and 1x 8 acres)
General location or address of area to be released:	7200 County Road 802 Burleson, TX 76028
Total Acres to be released:	12.975 acres total; 0.042 in use as public road, 12.879 net
County of Request	Johnson

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

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

W/A
N/A

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).

AUG 12 2024


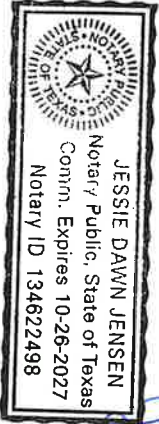


Tax ID # and Physical Address	Property Owners Signature	Notary
<p>7200 CR 802 BURLESON, TX 76028</p>		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>August 12, 2024</u> By <u>Edward Parker</u> Print name of signer(s)</p>  <p><u>Jessie Dawn Jensen</u> Notary Signature</p>
<p>7200 CR 802 BURLESON, TX 76028</p>		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>August 12, 2024</u> By <u>Heather Parker</u> Print name of signer(s)</p>  <p><u>Jessie Dawn Jensen</u> Notary Signature</p>

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Burleson, County of JOHNSON, State of TX, and is described as follows:

BEING ALL THAT CERTAIN TRACT OF LAND OUT OF THE JAMES M. MOORE SURVEY, ABSTRACT NO.621, JOHNSON COUNTY, TEXAS, AND ALSO BEING A PORTION OF THE FIRST, SECOND AND THIRD TRACTS OF LAND CONVEYED BY ARTHUR L. BLAND AND WIFE, NEVLYNN A. BLAND TO RALPH EDWARD WOOD AND WIFE, SHIRLEY MAC WOOD BY DEED RECORDED IN VOLUME 550, PAGE 407, DEED RECORDS, JOHNSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A POINT IN COUNTY ROAD NO. 802, SAID POINT BEING THE NORTHWEST CORNER OF SAID THIRD TRACT, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND OUT OF SAID SURVEY CONVEYED TO CAROL AND MARGIE WRIGHT BY DEED RECORDED IN VOLUME 1021, PAGE 539, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES, 57 MINUTES, 22 SECONDS EAST ALONG THE COMMON LINE OF SAID THIRD TRACT AND SAID WRIGHT TRACT, AT 12.48 FEET A 1/2 INCH IRON PIN FOUND IN THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD, CONTINUING GENERALLY ALONG A FENCE, IN ALL, A DISTANCE OF 1349.12 FEET TO A 1 INCH PIPE FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID THIRD TRACT AND THE SOUTHEAST CORNER OF SAID WRIGHT TRACT, SAID PIPE ALSO BEING IN THE NORTHWESTERLY LINE OF A TRACT OF LAND CONVEYED TO A. F. HOWARD BY DEED RECORDED IN VOLUME 405, PAGE 881, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES, 52 MINUTES, 36 SECONDS WEST, GENERALLY ALONG A FENCE AND ALONG THE SOUTHEASTERLY LINE OF SAID FIRST, SECOND AND THIRD TRACTS AND ALONG THE NORTHWESTERLY LINE OF SAID HOWARD TRACT, A DISTANCE OF 547.65 FEET TO A 1 INCH PIPE FOUND FOR CORNER AT THE SOUTHEAST CORNER OF SAID THIRD TRACT AND THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO ELIZABETH AND PAGE LONNIE RASER BY DEED RECORDED IN VOLUME 3304, PAGE 516, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 44 DEGREES, 55 MINUTES, 50 SECONDS WEST, GENERALLY ALONG A FENCE AND ALONG THE COMMON LINE OF SAID FIRST TRACT AND SAID RASOR TRACT, A DISTANCE OF 685.34 FEET TO A 5/8 INCH IRON PIN FOUND FOR CORNER AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO RICHARD W. ROBINSON BY DEED RECORDED IN VOLUME 2546, PAGE 353, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID ROBINSON TRACT, A DISTANCE OF 262.00 FEET TO A 5/8 INCH IRON PIN FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID ROBINSON TRACT;

THENCE NORTH 45 DEGREES, 64 MINUTES, 55 SECONDS WEST, ALONG THE NORTHEASTERLY LINE OF SAID ROBINSON TRACT, AT 648.13 FEET A 1/2 INCH IRON PIN FOUND IN THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD NO. 802, CONTINUING, IN ALL A DISTANCE OF 664.78 FEET TO A POINT FOR CORNER IN SAID COUNTY ROAD AND AT THE NORTHWEST CORNER OF SAID ROBINSON TRACT;

THENCE NORTH 44 DEGREES, 57 MINUTES, 53 SECONDS EAST, ALONG SAID COUNTY ROAD, A DISTANCE OF 286.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.975 ACRES OF LAND OF WHICH 0.042 ACRE IS IN USE AS A PUBLIC ROAD, LEAVING 12.879 ACRES NET, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

Received by
City Secretary's Office

AUG 12 2024

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance adopting the budget for Fiscal Year 2024-2025 beginning October 1, 2024, and terminating September 30, 2025, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. This budget will raise more property taxes than last year's budget by an amount of \$4,381,461 which is an 11.57 percent increase, and of that amount \$1,258,438 is tax revenue to be raised from new property added to the tax roll this year. (Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

n/a

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

At the September 3, 2024, special city council meeting, the city council considered the ordinance on first reading.

FISCAL IMPACT:

n/a

STAFF CONTACT:

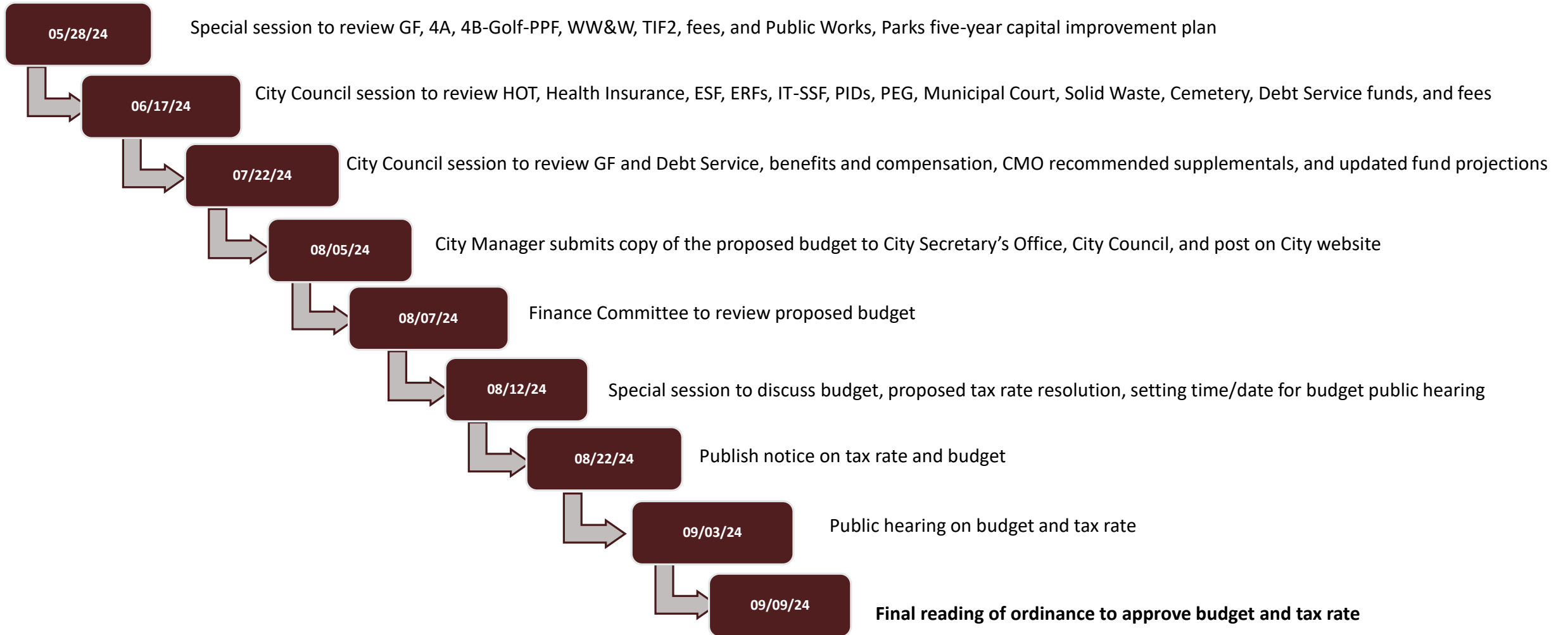
Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664



Proposed Budget FY 2024-2025 Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 9, 2024

Transparent Budget Process



The Strategic Plan

Vision

- The City of Burleson Strategic Plan, or Guide BTX, communicates the mayor and city council priorities to Burleson residents and businesses. The plan's purpose is to set overall focus areas and goals for the city and develop action items to achieve the goals. Residents can track the city's progress toward the stated goals through quarterly plan updates.

Mission

- To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a high-performing city team and in partnership with our Burleson community.

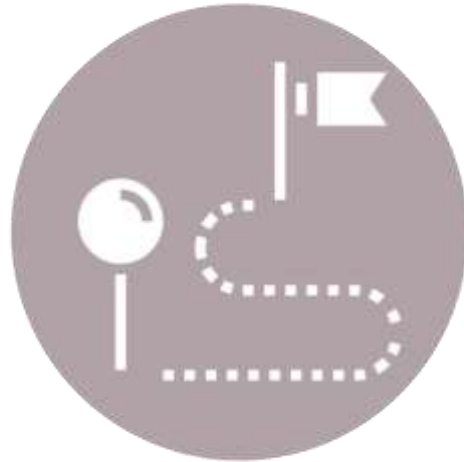


Strategic Focus Areas

Proposed Budget is designed to accomplish the goals outlined in the City's Strategic Plan. The Plan is organized in **four Strategic Focus Areas** as selected by city council during their planning fall/winter retreat.



High Performing City Organization
Providing Exceptional,
People Focused Services



Dynamic & Preferred City
through Managed Growth



**Beautiful, Safe &
Vibrant Community**



Great Place to Live
through Expanded Quality of Life Amenities

- Serves as a roadmap for achieving our long-term goals and objectives.
- Includes specific action plan items that are tied to the budget.
- Council will be asked to formally approve the updated strategic plan, based upon direction from the City Council Retreat, on September 9, 2024, along with the final reading of the ordinances adopting the budget and tax rate.

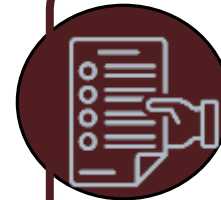
Key Budget Areas



Strong fund balance
for all funds



Resiliency and flexibility
to economic impacts



Focused on
departmental
enhancements



Conservative revenue
estimates



Five-Year financial
projections



Efficient and effective
operations

City Budget Survey Results

*309 responded with their top 3 priorities

2024 Top Three Priorities

- Streets & Traffic Control
- Police
- Fire

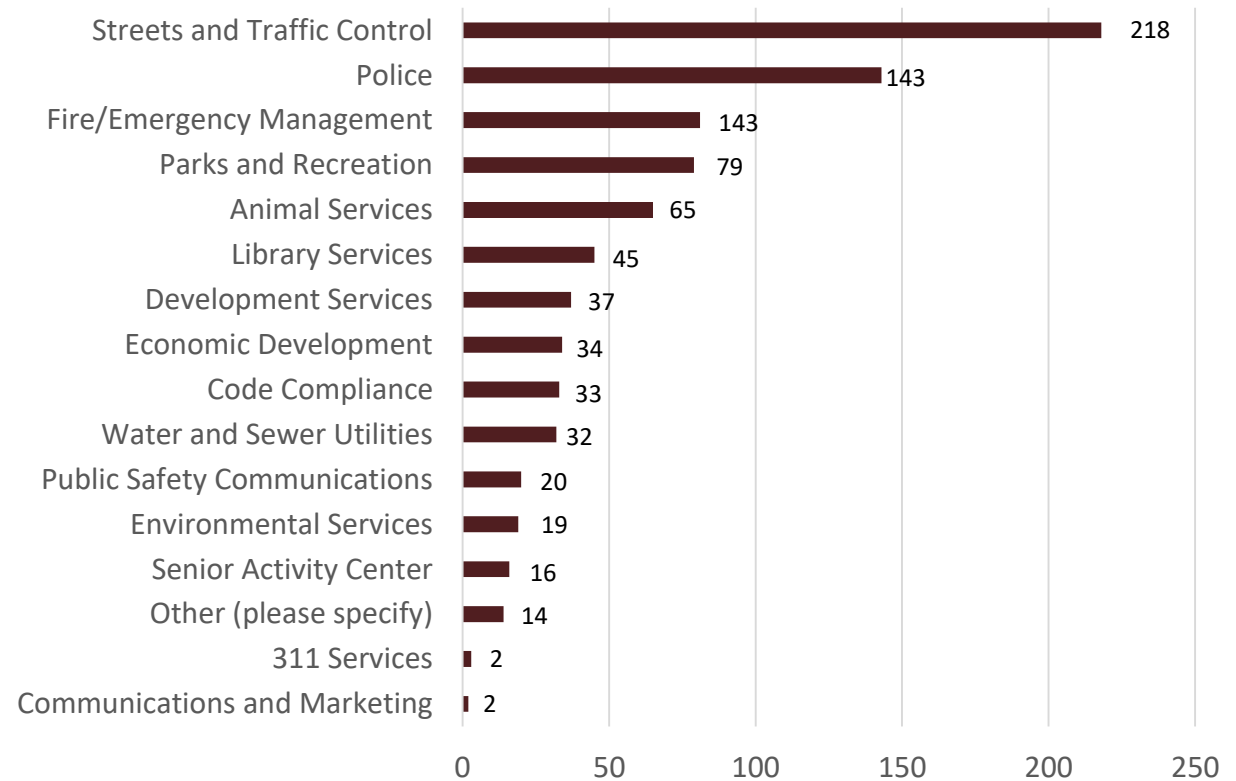
2023 Top Three Priorities

- Streets & Traffic Control
- Police
- Parks and Recreation

Survey Demographics

- 94.4% Burleson Residents
- 13.1% Work in or near Burleson
- 5.3% Business Owner

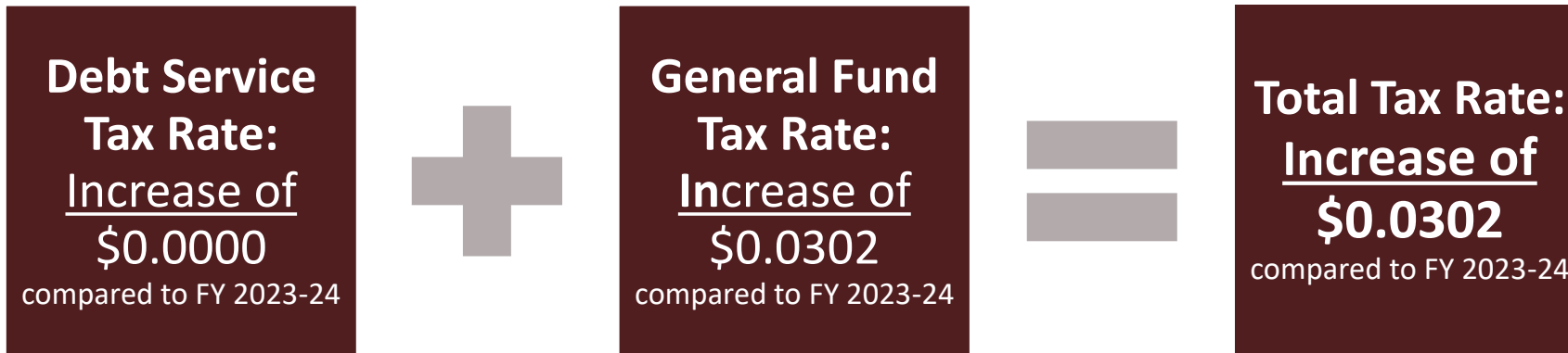
Departmental Priority Ranking



Property Tax Facts

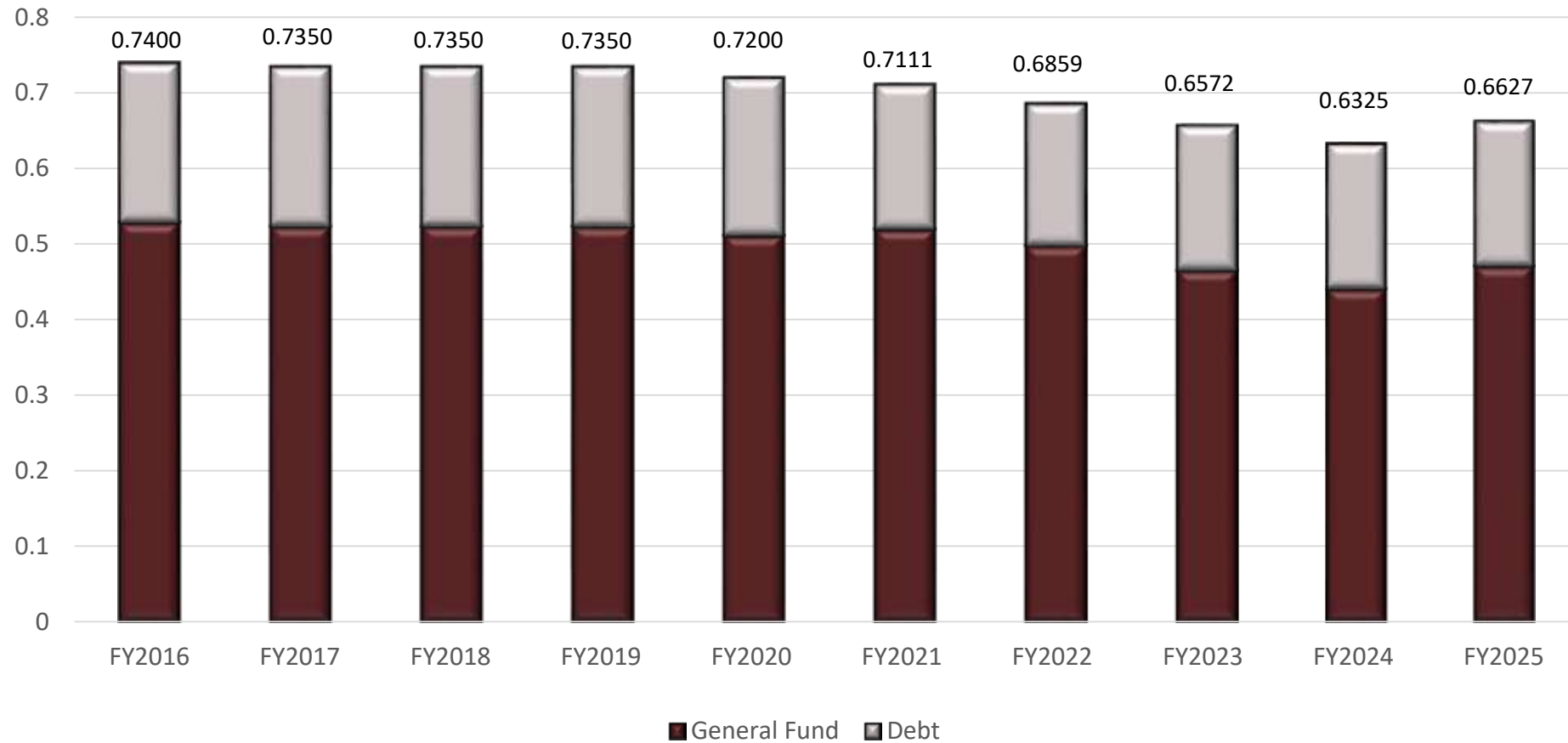
Assessed Value Increases

- FY 2025: Includes 2.25% growth of existing properties and 3.69% new improvements
- FY 2026: Assumes an additional 2% homestead exemption

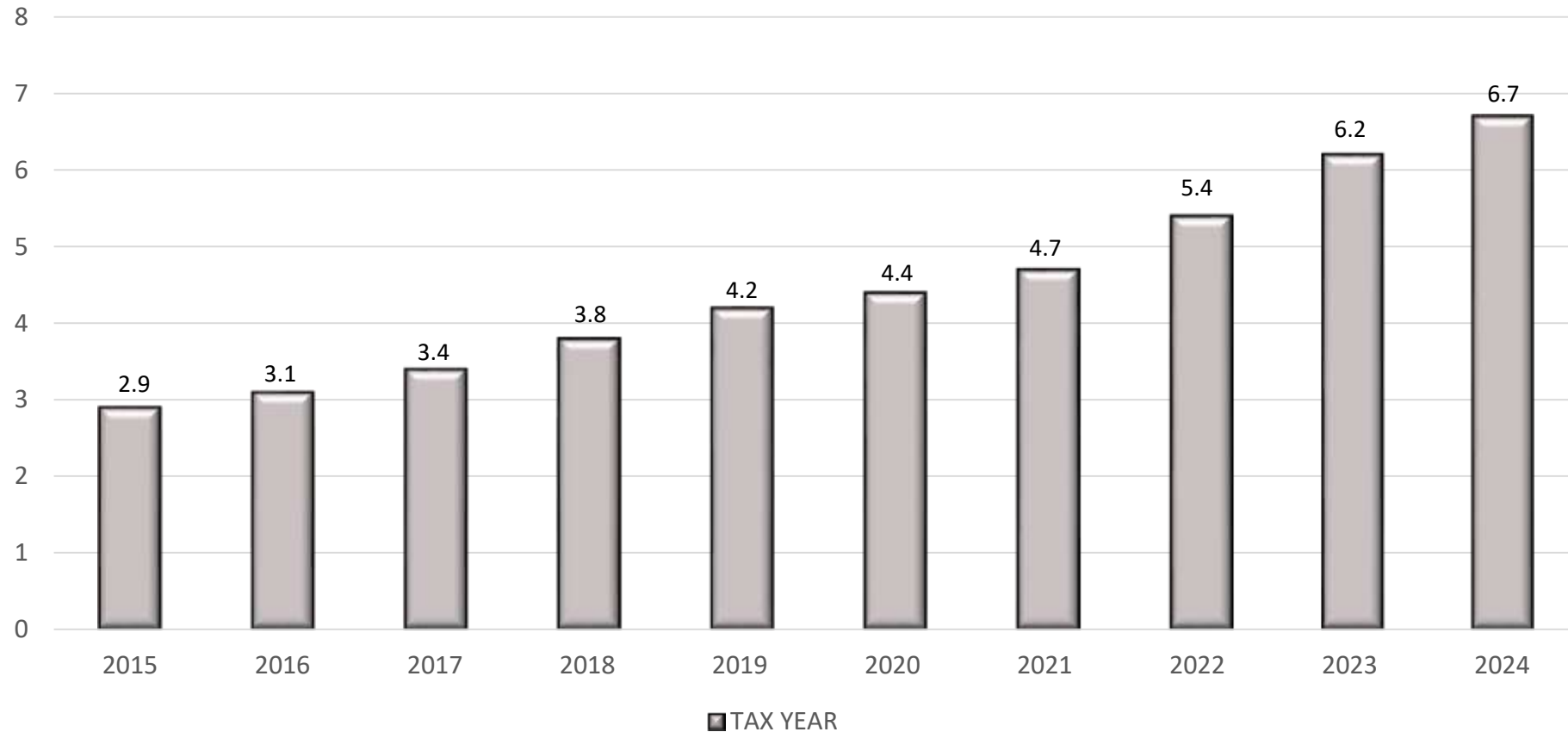


Property Tax Facts

Tax Rate History



Certified + Protest Value History (In Billions)



Average Home Value

Fiscal Year	Average Home Value	Tax Rate	Tax Levy	Homestead	Net Tax Bill
FY 2024	\$282,966	\$0.6325	\$1,789.76	(\$35.79)	\$1,753.97
FY 2025	\$299,889	\$0.6627	\$1,987.36	(\$59.64)	\$1,927.72
Net Difference	\$16,923	\$0.0302	\$197.60	(\$23.85)	\$173.75

- Monthly net tax bill increase of \$14.48 per month.
- Johnson County average home value: \$299,889

Homestead Exemption History

- On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council.
- As part of the FY2021-2022 budget process, the city council approved a 1% residential homestead exemption to be effective for Tax Year 2022 (FY2022-2023). This was the first residential homestead exemption in the history of the City of Burleson. As part of the 5-year projections, City staff projected a 1% increase in each of the following years.
- As part of the FY2022-2023 budget process, the city council approved a 1% increase to the residential homestead exemption, for a total of 2%, to be effective for Tax Year 2023.
- As part of the FY2023-2024 budget process, the city council approved a 1% increase to the residential homestead exemption, for a total of 3%, to be effective for Tax Year 2024.
- City Council must adopt a homestead exemption before July 1st of the tax year the exemption is effective. A homestead exemption for Tax Year 2025 (FY2025-2026) must be approved by the Council prior to July 1, 2025.
- Staff was scheduled to present a proposed ordinance that would increase the residential homestead exemption by another 1%, for a total of 4%, effective for Tax Year 2025 (FY2025-2026).
- At the August 12, 2024, City Council meeting, staff received direction to prepare a proposed ordinance increasing the homestead exemption to 5%, to be effective for Tax Year 2025 (FY 2025/2026) instead of the 4%.

Total Homestead Exemption Revenue Impact

Year	Taxable Value	Taxable Value Increase	Total Revenue Loss
2023	\$ 51,845,948		\$ 340,732
2024	\$ 66,525,723	\$ 14,679,775	\$ 420,775
2025	\$ 106,660,676	\$ 40,134,953	\$ 706,840
2026*	\$ 146,795,629	\$ 40,134,953	\$ 972,815
2026**	\$ 186,930,582	\$ 80,269,906	\$ 1,238,789

* Homestead 4%

** Homestead 5%

FY24-25 Proposed Fees

Solicitation Permit Fees

Solicitation Permit Fees

- Issued by the police department
 - Burleson records check for local arrests
 - Check for outstanding warrants
 - Background check through DPS
 - Permit is valid for one year from date of issuance
- Do not issue permit when:
 - Convicted of a felony, misdemeanor, or any sex offense, narcotic trafficking, or any violent acts against person or property in the previous five years from date of application
- Burleson costs
 - \$75 for the first five permits from the same company
 - \$10 for each additional, from the same company
 - Issued **AFTER** they pass the checks and permit is issued

Proposed General Fund Fees

Cities	Permit Fee	Subsequent Permit Fee
Benbrook	\$100	\$100
Burleson (Current)*	\$75	\$10
Burleson (Proposed)	\$100	\$100
Cleburne**	\$50	\$10
Grand Prairie	\$50	\$0
Haltom City	\$100	\$100
Hurst	\$50	\$0
Mansfield	\$100	\$100
North Richland Hills	\$100	\$100

* \$10 after 5th Permit

** \$10 after 1st Permit

Credit/Debit Card Fees

Implementation Time Line

August 2024

- City Council amended contracts with Credit Card Processors Paymentus and Tyler.
- City began communicating changes to customers on the changes and free payment options.

September 2024

- **Adopt Ordinance authorizing the City to charge credit card fees directly to customers.**
- Credit Card Processors complete software configuration to charges fees directly to customers.

October 2024

- Customers will be charged for credit card fees starting October 1, 2024.

Paymentus Contract Amendment – New Rates

Department	Payment Type	Current Rate (City Pays)	New Rate (Customer Pays)
Utility Customer Service	Credit Card Fees	\$2.13 per transaction or 2.95% for non-qualified credit cards	\$3.50 per transaction across the board
Development Services	Credit Card Fees	2.75%	3.25%
Development Services & Utility Customer Service	E-Check	\$.60 per transaction	
Development Services & Utility Customer Service	IVR (Pay by Phone)	-	-

Notes:

- Per the contract amendment, Paymentus will increase their fees for passing credit card fees directly to customers.
- Paymentus does not charge any additional fees for IVR.
- The City will continue to pay the cost for E-Check fees through Paymentus at the rate of \$.60 per transaction.

Tyler Technologies Amendment – New Rates

Department	Payment Type	Current Rates (City Pays)	New Rates (Customer Pays)
Utility Customer Service	Credit Card Fees	2.5%. Plus \$.50 per transaction	3.75%, or a minimum of \$2.50 per transaction
Utility Customer Service	E-Check	\$1.95 per transaction	
Utility Customer Service	IVR (Pay by Phone)	Additional \$.50 per transaction on top of e-Check fees	
Municipal Court	Credit Card Fees	2.5-3%	5%, or a minimum of \$2.50 per transaction

Notes:

- Per the contract amendment, Tyler Cashiering will increase their fees for passing credit cards fees directly to customers.
- Tyler Cashiering will charge a \$.50 per transaction fee for IVR (Payment by Phone) in addition to applicable credit card fees.
- The City will continue to pay the cost for E-Check fees through Tyler Cashiering at the rate of \$1.95 per transaction.
- E-check is not available on the Municipal Court software module.

Water & Wastewater Fees

FY24-25 Residential Fees

Residential Monthly Charges – ¾” Meter

5,000 Water & 5,000 Wastewater Consumption

Current	Proposed	Monthly Increase	Annual Increase
\$87.66	\$92.85	\$5.19	\$62.28

10,000 Water & 5,000 Wastewater Consumption (Average Residential Consumption)

Current	Proposed	Monthly Increase	Annual Increase
\$112.16	\$119.07	\$6.91	\$82.92

30,000 Water & 5,000 Wastewater Consumption

Current	Proposed	Monthly Increase	Annual Increase
\$237.06	\$252.71	\$15.65	\$187.80

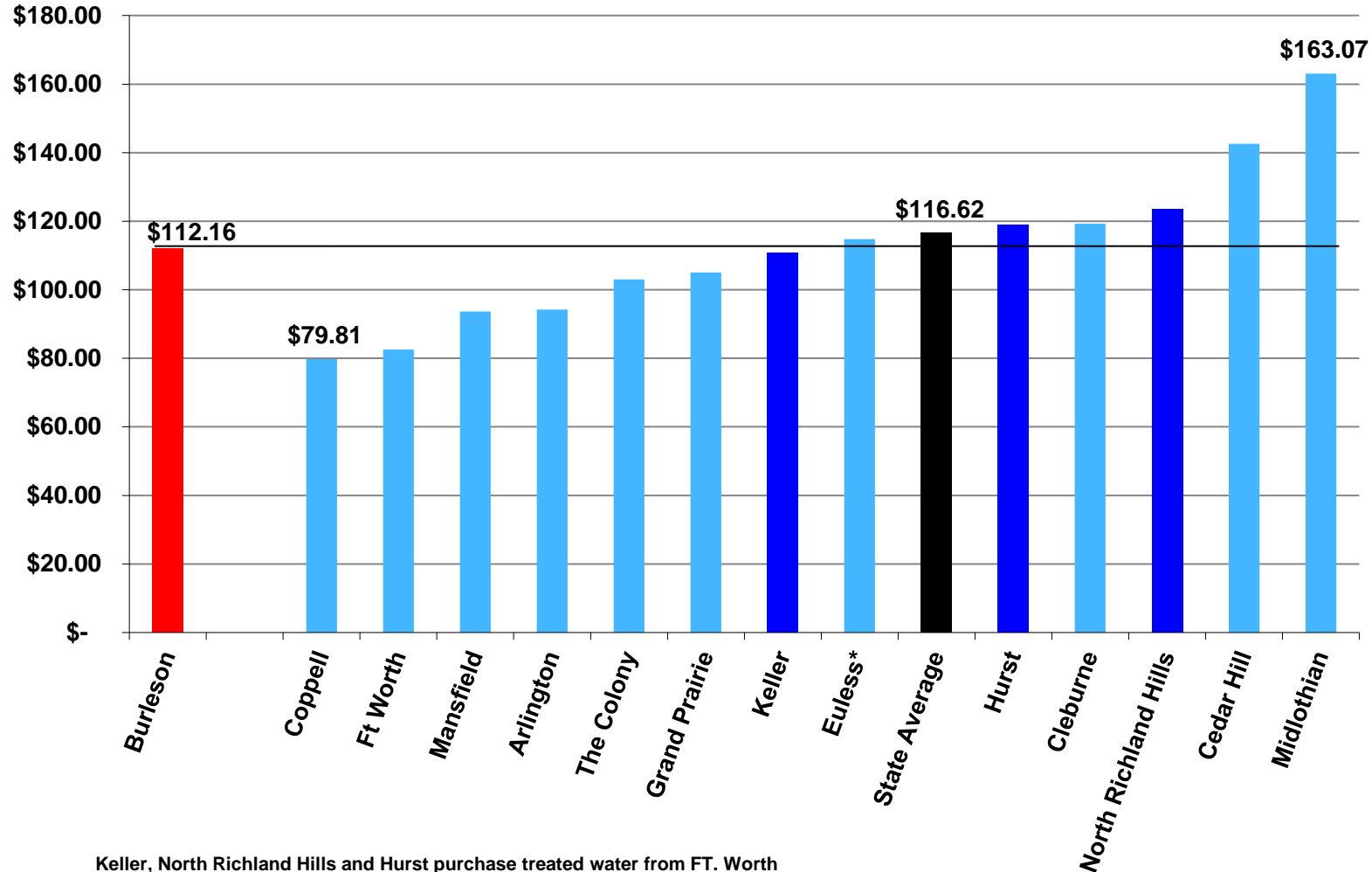
FY24-25 Commercial Fees

Commercial Monthly Charges – 2” Meter

40,000 Water & 40,000 Wastewater Consumption

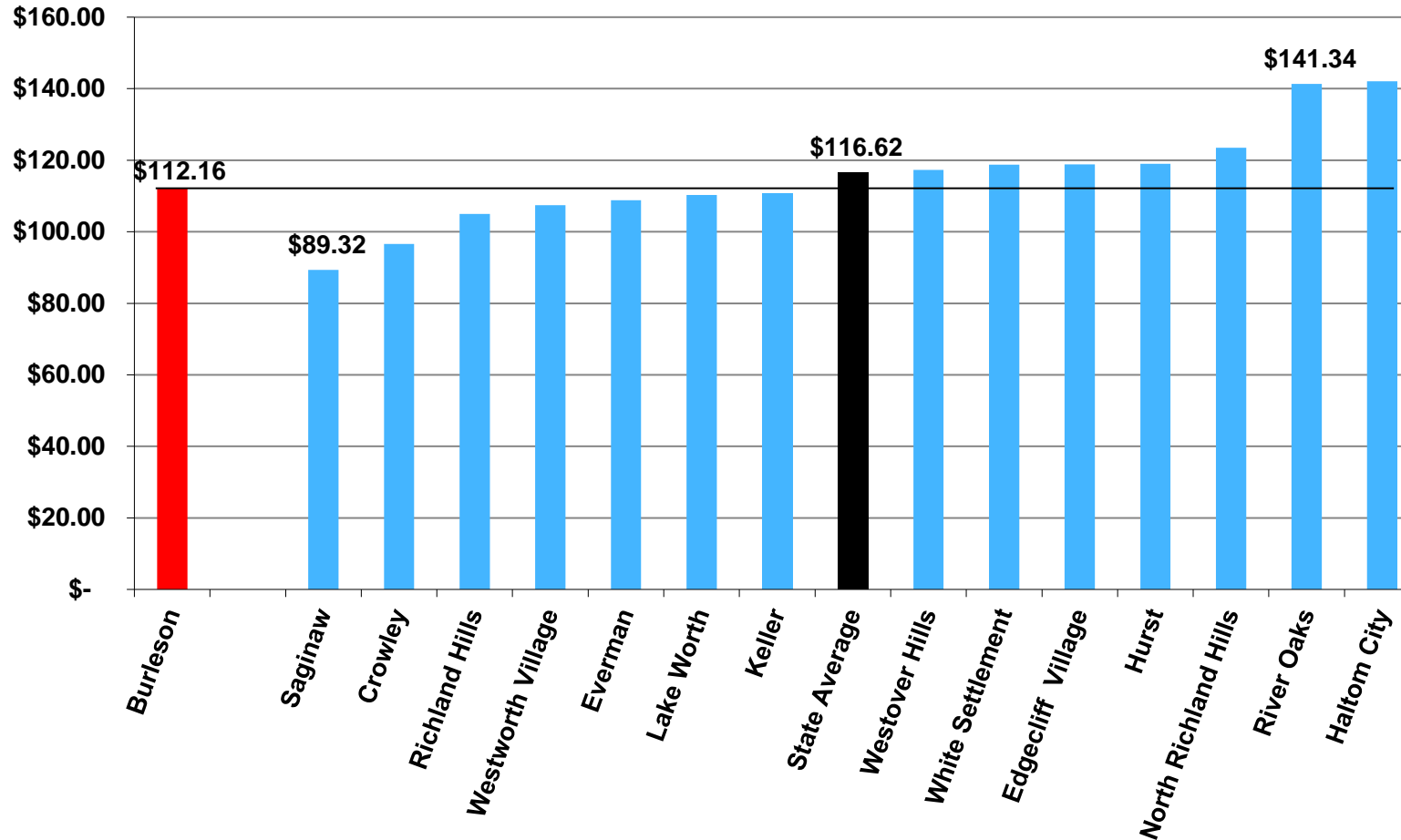
Current	Proposed	Monthly Increase	Annual Increase
\$542.58	\$575.78	\$33.20	\$398.40

Monthly Residential Charge Comparison 10,000 Gal W, 5,000 Gal WW



Keller, North Richland Hills and Hurst purchase treated water from FT. Worth

Monthly Residential Bill Comparison Fort Worth Wholesale Customers



Note: Keller purchases water only from Ft. Worth

Solid Waste Fees

Burleson Solid Waste Residential Rate Detail

Type	FY 2023-24	FY 2024-25
Waste Collection	\$16.20	\$17.28
Recycling	\$3.00	\$3.21
Admin and Overhead	\$1.10	\$1.10
Litter Abatement	-	\$1.00
Franchise Fee	\$1.54	\$1.64
Total	\$21.84	\$24.23

Burleson Solid Waste Non-Residential Rate Detail

Small Collections

Type	FY 2023-24	FY 2024-25
Waste Collection	\$23.43	\$27.22
Admin and Overhead	\$1.10	\$1.10
Litter Abatement	-	\$1.00
Franchise Fee	\$1.87	\$2.18
Total	\$26.40	\$31.50

Burleson Solid Waste Non-Residential Rate Detail

Large Collections

Type	FY 2023-24	FY 2024-25
Waste Collection	\$35.58	\$41.32
Admin and Overhead	\$1.10	\$1.10
Litter Abatement	-	\$1.00
Franchise Fee	\$2.83	\$3.31
Total	\$39.51	\$46.73

Solid Waste Rates Comparison Cities

	Arlington	Burleson	Cedar Hill	Cleburne	Coppell	Eules	Fort Worth	Grand Prairie	Hurst	Keller	Mansfield	NRH	The Colony
Rates	\$19.19	\$24.23	\$18.24	\$16.80	\$19.33, plus \$.10 education fee	\$25.43	\$12.50 - 32 gal \$17.50 – 64 gal \$22.75 – 96 gal	\$17.07	\$9.68	\$18.62	\$12.28	\$19.39	\$16.29
Frequency	Once weekly	Twice Weekly	Once weekly	Once Weekly	Twice Weekly	Twice Weekly	Once Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Twice Weekly	Once Weekly
Carts/Bags	Cart Only	Either	Cart Only	Cart Only	Either	Either	Cart Only	Bags	Either	Either	Either	Either	Cart Only
Recycling Rate	Included with Trash	Included with Trash	Included with Trash	Optional Third Party Service	Included with Trash	Included with Trash	Included with Trash	\$2.00	\$4.78	Included with Trash	\$5.50	Included with Trash	\$6.32

Notes:

All rates are based on a per month basis.

Chart is for residential collection only.

Hidden Creek Green Fees

Green Fee and Range Balls

DESCRIPTION	CURRENT RATE	PROPOSED RATE	INCREASE
Weekend Green Fee	\$ 37.00	\$ 40.00	\$ 3.00
Weekday Green Fee	\$ 31.00	\$ 32.00	\$ 1.00
Senior Green Fee	\$ 22.00	\$ 24.00	\$ 2.00
Creek Senior Green Fee (Cart Inclusive)	\$ 21.00	\$ 23.00	\$ 2.00
Range Ball (Large)	\$ 8.00	\$ 10.00	\$ 2.00
Range Ball (Small)	\$ 4.00	\$ 5.00	\$ 1.00
Silver Players Club	\$ 29.99	\$ 32.99	\$ 3.00

Fee Comparisons

Current Hidden Creek Fees -	Monday – Friday	Saturday/Sunday
Non-Senior:	\$40 cart inclusive	\$55 cart inclusive
Senior:	\$31 cart inclusive	\$55 cart inclusive

Proposed Hidden Creek Fees -	Monday – Friday	Saturday/Sunday
Non-Senior:	\$41 cart inclusive	\$58 cart inclusive
Senior:	\$33 cart inclusive	\$58 cart inclusive

Southern Oaks -	Monday – Friday	Saturday/Sunday
Non-Senior:	\$54* cart inclusive	\$67* cart inclusive
Senior:	\$43* cart inclusive	\$57* cart inclusive

Mansfield National -	Monday – Friday	Saturday/Sunday
Non-Senior:	\$50* cart inclusive	\$70* cart inclusive
Senior:	\$36* cart inclusive	\$70* cart inclusive

Summary Information

Total Expenditure Budget by Fund

(in millions)

Fund	FY23-24 Revised	FY24-25 Proposed	Variance
General Fund	\$60.8	\$63.2	\$2.4
Debt Service	\$8.6	\$20.8	\$12.2
Water & Wastewater Fund	\$28.9	\$29.8	\$0.9
Solid Waste Fund	\$4.3	\$4.7	\$0.4
Hidden Creek Golf Course Fund	\$3.6	\$3.6	\$0
Parks Performance Fund	\$5.7	\$5.6	\$-0.1
4A Sales Tax SRF	\$9.6	\$11	\$1.4
4B Sales Tax SRF	\$8.1	\$8.4	\$0.3
Capital Projects	\$98.3	\$85.2	\$-13.1
Street Maintenance Fund	-	\$1.6	\$1.6
Other Funds	\$21.3	\$22.1	\$0.8
Total	\$249.2	\$256.0	\$6.8

Final Steps

September 09

Regular City Council meeting, final reading of the ordinances to approve the budget, tax rate, tax roll, schedule of fees, water & wastewater rates, solid waste fees, credit/debit card fees, and homestead exemption plus the approval of a minute order ratifying the budget and a resolution approving the strategic plan

Action Requested

Approve or Deny the following ordinances:

- Approving the FY2024-25 budget – October 1, 2024 – September 30, 2025
- Approving the minute order ratifying the FY2024-25 budget
- Levying the property tax for the tax year 2024 taxable values and adopting the property tax rate of \$0.6627 per \$100 value
- Approving the tax year 2024 tax roll
- Establishing the FY2024-2025 credit/debit card fees
- Approving the FY2024-2025 schedule of fees
- Establishing the FY2024-2025 rates for water and wastewater services (5.9% to 6.6% increase)
- Establishing the FY2024-2025 rates for solid waste services (4.06%)
- Approving a 5% residential homestead exemption for the tax year 2025 to be effective October 1, 2025, for FY2025-2026
- Approving the FY2024-2025 Strategic Plan

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND TERMINATING SEPTEMBER 30, 2025, AND MAKING APPROPRIATIONS FOR EACH FUND; FINDING THE RECITALS ARE TRUE AND CORRECT; INSTRUCTING THE CITY MANAGER TO FILE THE BUDGET WITH THE COUNTY CLERK AND POST TO THE CITY WEBSITE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Burleson, Texas (hereinafter referred to as the "City") has caused to be filed with the City Secretary a budget to cover all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2024, and ending September 30, 2025, (hereinafter referred to as the "Budget"); and

WHEREAS, public notice of the public hearing on the Budget, stating the date, time, place and subject matter of said public hearing, was given as required by the City Charter and the laws of the State of Texas; and

WHEREAS, the notice of a public hearing on the Budget was published on August 22, 2024, in the *Fort Worth Star-Telegram*, which was not earlier than the 30th, or later than the 10th day before the date of the said public hearing; and

WHEREAS, additional notices of the public hearing on the Budget were published on August 27, 2024 in the *Fort Worth Star-Telegram* and August 24, 2024, in the *Cleburne Times-Review*; and

WHEREAS, other legal notices of the Budget and said public hearing were given in accordance with all applicable law; and

WHEREAS, the Burleson 4A Economic Development Corporation adopted the corporation's FY2024-2025 annual budget on August 19, 2024; and

WHEREAS, the City Council ratified the budget of the Burleson 4A Economic Development Corporation on September 3, 2024; and

WHEREAS, the Burleson Community Services Development Corporation adopted the corporation's FY2024-2025 annual budget on August 19, 2024; and

WHEREAS, the City Council ratified the budget of the Burleson Community Services Development Corporation on September 3, 2024; and

WHEREAS, the Tax Increment Reinvestment Zone Number Two, City of Burleson, Texas adopted the board's FY2024-2025 annual budget on August 19, 2024, by resolution;

and

WHEREAS, such public hearing was held on September 3, 2024, prior approval of such date being hereby ratified and confirmed by the City Council, and all those wishing to speak on the Budget were heard; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearing held therefore and has determined that the Budget attached hereto is in the best interest of the City.

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

Section 1

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2

That the annual budget attached hereto and incorporated herein for all purposes is adopted for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025 (the "Adopted Budget"); and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases and other expenditures as proposed in the Adopted Budget.

Section 3

That, in accordance with state law, the City Manager shall file or cause to be filed a true and correct copy of the approved Adopted Budget, along with this ordinance, with the City Secretary and in the office of the County Clerk of Johnson and Tarrant County, Texas, and post a copy of the Budget on the City's Internet website. The Adopted Budget shall contain a cover page with the information required by Local Government Code § 102.007(d). Additionally, the City Manager shall include as an appendix to the Adopted Budget the tax rate calculation forms used to calculate the City's no-new-revenue tax rate and the voter-approval tax rate for tax year 2024.

Section 4

That the distribution and division of the above-named appropriations is made at the fund level in the general fund and the water and sewer fund for the payment of operating expenses and capital outlay as set out in the municipal budget.

Section 5

That at any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among or between accounts within a fund. The City Council may, at the recommendation of the City Manager or on its own volition, transfer part or all of any unencumbered appropriation balance from one fund to another fund by

ordinance or resolution.

Section 6

That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 7

That if any section, article , paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 8

That the necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

Section 9

That the City Council finds at that meeting adopting the Budget there was a quorum present and finds further that said meeting was held in accordance with the provisions of Texas Government Code § 551.001, et. seq.

Section 10

The City Secretary is hereby directed to record this Ordinance and the vote to adopt the Budget.

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

FIRST READING - SEPTEMBER 3, 2024

**The motion to approve this Ordinance was made by _____
and seconded by _____, and the Ordinance was passed
and approved by the vote [AYE _____ - NAY _____]:**

	Aye	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				
Phil Anderson, Place 2				

Alexa Boedeker, Place 3				
Larry Scott, Place 4				
Dan McClendon, Place 5				
Adam Russell, Place 6				

FINAL READING - SEPTEMBER 9, 2024

The motion to approve this Ordinance was made by _____
and seconded by _____, and the Ordinance was passed
and approved by the vote [AYE _____ - NAY _____]:

	Aye	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				
Phil Anderson, Place 2				
Alexa Boedeker, Place 3				
Larry Scott, Place 4				
Dan McClendon, Place 5				
Adam Russell, Place 6				

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

THE CITY OF

BURLESON

TEXAS

FY 2024-2025

ANNUAL OPERATING BUDGET



City of Burleson

Fiscal Year 2024–2025

Budget Cover Page

This budget will raise more revenue from property taxes than last year’s budget by an amount of \$4,381,461, which is a 11.57 percent increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$1,258,438.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2024–2025	2023–2024
Property Tax Rate:	\$0.6627/100	\$0.6325/100
No-New-Revenue Tax Rate:	\$0.6239/100	\$0.5936/100
No-New-Revenue Maintenance & Operations Tax Rate:	\$0.4391/100	\$0.4254/100
Voter-Approval Tax Rate:	\$0.6627/100	\$0.6724/100
Debt Rate:	\$0.1923/100	\$0.1923/100

Total debt obligation for City of Burleson secured by property taxes:
\$75,207,379

**FY2025 Annual Operating Budget
Advertising and Lobbying Disclosure**

Per Section 140.0045 of the Texas Local Government Code, the City must itemize certain expenditures in certain political subdivision budgets. These citywide expenditures include advertising costs for notices required by law to be published in a newspaper, and expenditures for lobbying costs which directly or indirectly influence or attempt to influence the outcome of legislation or lobbying in FY2024, with the amount budgeted for similar activities in FY2025.

<i>Expenditures for Comparison</i>	<i>FY2024 Estimated Actuals</i>	<i>FY2025 Budget</i>
Advertising-Required Legal Notices	\$43,810	\$33,825
Lobbying Expenditures	\$108,000	\$108,000



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Burleson
Texas**

For the Fiscal Year Beginning

October 01, 2023

Christopher P. Morrill

Executive Director

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City Manager's Budget Message

September 3, 2024

To the Honorable Mayor and City Council:

In accordance with the city charter and the laws of the State of Texas governing home rule cities, please accept this letter as my budget transmittal and executive summary of the proposed annual operations and maintenance budget. In developing this document, a significant amount of time is devoted by city council members and city staff. The city's proposed budget is developed through an extensive process of reviewing requests received by various city departments then prioritizing those requests in a manner that utilizes resources effectively, within fiscal limitations, while working to achieve the city's strategic goals. As prepared and submitted, the proposed budget is intended to:

- Serve as an operating plan for the new fiscal year
- Provide fiscal policy direction to the city staff
- Provide a basis of accountability to the taxpayers of the investment of their tax dollar
- Serve as a basis for measuring the performance of those individuals charged with the management of the city's operations

The annual operations and maintenance budget represents the single most important management tool of the governing body and the staff.

Budget Overview

The city of Burleson fiscal year (FY) 2024-2025 proposed budget addresses increased service levels to city residents through various supplemental items addressed in this year's budget to respond to continued growth, provides required or recommended investments in infrastructure and other public improvements as well as additional public safety resources. The city has continued to thrive relative to many markets. Despite the city's current and future growth potential and general optimism, this budget has been prepared with conservative revenue assumptions in mind.

In evaluating the FY 2024-2025 proposed budget, it is important to consider it in context with several historical organizational initiatives, current conditions, and the impact each has on planning for additional appropriations. Those with the greatest impact are listed below.

The FY 2024-2025 proposed budget appropriations total \$170,965,971 for all operating funds, not including general debt service, capital projects, or vehicle equipment replacement fund. Of that amount, a listing of the significant funds includes approximately \$63,267,928 for general fund operations and maintenance, \$10,976,718 is for 4A fund, \$8,381,605 is for 4B fund, \$2,604,333 is for the emergency medical services fund, \$4,704,493 is for the solid waste fund, and \$29,824,167 is for the water and sewer utilities. General debt service appropriations for the coming fiscal year are \$20,772,166.

Value of Taxable Property and Growth

The growth in taxable value of real property corresponds to a significant increase in residential growth and population over the past 60 months. According to the most recent population estimates published by the North Central Texas Council of Governments (NCTCOG), the city of Burleson's new population as of January 1, 2024 was 53,504. The city has 10 actively developing residential subdivision phases with a total of 250 single-family lots that are either under construction or shovel-ready for development.

The city is anticipating an overall 5.94% increase in projected assessed values for the 2024 tax roll. On September 11, 2023, in an effort to help relieve the increase in residential appraised values of property, the Council approved an increase in the homestead exemption rate from 2% to 3%. This increase will be effective in FY 2024-2025. On September 9, 2024, the city council will consider an ordinance that will increase the exemption from 3% to 5%. This increase will become effective in FY 2025-2026. The city is also seeing an increase in property values that qualify under

the over-65 freeze and disabled veteran exemptions from the previous tax roll.

Property Values

Certified property valuations increased by \$305,773,158 (5.94%) for FY 2024-2025. Property values increased from \$5,144,004,660 to \$5,449,777,686. Of the increase, \$189,895,607, or 3.69%, resulted from new construction, compared with \$225,352,515 last year. New value added to the tax roll will continue to be primarily from residential growth, however, commercial growth continues to expand at a strong rate.

Property Tax Rate

The proposed FY 2024-2025 budget is proposing a property tax rate of \$0.6627 per \$100 of taxable assessed valuation. The total tax rate is divided between general fund maintenance and operations and the debt service fund. Of the total tax rate, \$0.4704 cents is dedicated to general fund maintenance and operations, and \$0.1923 is dedicated to general obligation debt service. The portion of the tax rate dedicated to maintenance and operations comprises 47.02% of the proposed revenue in the general fund. The portion of the tax rate dedicated to debt service is approximately 29.01% of the overall city tax rate. The city continues to maintain a level below a reasonable debt management policy limit of 35% of the overall city tax rate.

The average taxable single-family home value for the 2024 tax year is \$299,889 in Johnson County. This reflects an increase of \$16,923 or 5.98% in Johnson County from the previous year. At the proposed tax rate of \$0.6627, the municipal taxes paid on the average single-family home will be \$1,987.

Sales Tax

The city of Burleson levies a 1.00% tax on all taxable items sold within its borders (the 4A corporation's 0.50% tax and the 4B corporation's 0.50% are in addition to the city's tax). In total, the city of Burleson and the associated corporations levy a 2% sales tax. Overall, the proposed budget includes \$30,575,376 in sales tax revenues, compared to \$30,376,557 in the FY 2023-2024 budget. This is largely attributable to the continuing retail and commercial development growth in Burleson. The one percent sales and use tax reported to the general fund comprises 24.21% of revenue in the proposed budget. See the Economic Development section below, which reflects significant retail developments and projections. The proposed budget reflects a conservative sales tax estimate of 3% growth from the current year projection. Due to current economic conditions and our conservative approach, we have not projected significant sales tax from new retail establishments.

Employee Compensation and Benefits

Sworn fire and police personnel are on a step plan and civilian pay is based on a performance merit system. The police and fire sworn personnel (full-time and part-time) will receive a 3% increase on October 1, 2024, as part of the step plan. The city employees on average see a 3% merit increase based on their annual performance. Employees will continue to see their steps or annual merit adjustments based on performance.

The city has historically provided a competitive and innovative benefits package to employees, offering a selection which best suits employees’ individual and family needs. Providing these options has benefitted not only recruitment efforts, but also retention of employees. The city’s estimated contribution for employee healthcare benefits is \$5,463,367, for fiscal year 2024-2025. The, fiscal year 2024-2025 budget includes an 5% employer rate increase to the cost of health benefits provided to employees. In an effort to control cost, the city is evaluating plan designs changes and other reasonable options.

Program and Staffing Levels

The city of Burlison currently has 489.29 authorized full-time equivalent (FTE) staff members allocated among the various operating departments. The proposed budget recommends an increase of 3.5 full-time positions. The proposed budget recommends the following staffing additions and changes to occur between October 2024 and January 2025:

Department	Proposed Staffing Positions	FTE
Community Services: Animal Services	Veterinarian	0.5
Economic Development	Economic Development Analyst	1.0
Information Technology	Radio Tech	1.0
Public Works	Traffic Management Center Operator / Signal Technician	1.0
	Total FTE	3.5

Economic Development

Upcoming Development

- Black Rock Coffee
- Andy's Frozen Custard
- Profit trade school, Craftmasters to close on 54-acre site at Hooper Business Park
- Three new-to-market retail/restaurant businesses will open along Wilshire Boulevard
- Five new-to-market retail/restaurant businesses will open at the Wilshire and Summercrest intersection

Hotel/Convention Center

- Economic development staff completed a comprehensive hotel/convention center study identifying Burleson as a strong market for 150 bed select-service hotel/convention center
- A request for qualifications (RFQ) was released and staff received multiple responses from interested hotel developers
- Staff will continue to work with developers, management and the community to put together a successful project

Old Town Development

- Staff is marketing a greenfield site in Old Town owned by the Economic Development Corporation
- 130 East Renfro Street is the former site of Hill College. At roughly two acres, council envisions a commercial development with a mix of retail and restaurant users with architectural designs consistent with Old Town and sufficient parking

HighPoint Business Park

- Economic development staff is marketing industrial greenfield sites located in HighPoint Business Park
- The EDC owns a seven-acre site and a potential new site
- Private investors own a 20-acre site
- New industrial user to locate to the park
- To date, HighPoint Business Park has created over 1,500 jobs

Utility Rates

The city of Burleson has continued its implementation of rate recommendations that align with the city council’s commitment to establishing reserves, performing appropriate maintenance, and funding a capital replacement and improvement program. These efforts are aimed at enhancing revenues and ensuring the long-term sustainability of the city’s water and wastewater utility systems. Staff hired a rate consultant to evaluate the city’s utility system’s operation costs, debt service payments, and future capital needs for infrastructure improvements and to recommend any rate adjustments that would be necessary to fully fund the cost of operating our system while maintaining an adequate financial reserve. The recommended rate adjustments in FY 2024-2025 will be for both residential and commercial water and sewer customers. The recommended residential increase ranges from 5.9% to 6.6% depending on the amount of water consumed (i.e., 5.9% for customers above 5,000 gallons, 6.2% for customers above 10,000 gallons, and 6.6% for customers above 30,000 gallons). The city will continue to re-evaluate the rate plan every year.

The city is approaching the annual renewal for solid waste collection and recycling services with Waste Connections. Staff has reviewed the annual rate adjustment as outlined in the franchise agreement with Waste Connections as it relates to CPI, fuel, and disposal rate adjustments. The proposed solid waste rate increase is 4.06%.

Budget Funds Summary

General Fund The FY 2024-2025 proposed budget, as presented, is based on using the current tax rate of \$0.6627 per \$100 of assessed value. The no-new-revenue tax rate, that is the rate that would generate the same amount of property tax revenues next year from the same taxed properties in FY 2023-2024, is \$0.6239 per \$100 of assessed value. The voter-approval tax rate calculation allows municipalities to raise 103.5 percent of the prior year’s operating and maintenance money, plus the necessary debt rate. The voter-approval tax rate is \$0.6627 per \$100 of assessed value. This includes the use of the unused increment of \$0.0160 per \$100 of assessed value. Each additional penny of the tax rate generates approximately \$544,977 in property tax revenue.

The audited fund balance at the end of FY 2022-2023 was \$18,465,600. The revised fund balance prior to the final audit for FY 2023-2024 is expected to decrease by \$2,184,862 to

\$17,421,851. The decrease to fund balance is smaller than original \$3,171,506 planned deficit due to mid-year adjustments which were comprised the utilization of gas well royalties to offset the one-time capital expenditure for the city hall remodel and renovation. Additionally, staff re-evaluated the cash funding of various capital projects and shifted to issuing debt, allowing to the continued preservation of a strong fund balance over the next five years.

The target reserve level (fund balance) is set at 20% (or 73 days) to 25% (or 90 days) of total appropriations. The target fund balance is based on a city's financial policy requirement. Budget estimates project fund balance to be at 28.76% at the end of FY 2024-2025.

At the end of FY 2024-2025, the projected total fund balance reflects an increase of \$774,908 to \$18,196,759. The city continues to focus on utilizing recurring revenues to fund enhancements with a one-time cost, rather than funding items with a recurring cost. This practice allows the city to gain these dollars back in future years to be utilized in a similar manner.

General Fund Revenues For the FY 2024-2025, general fund revenues are expected to total \$64,042,836 which is an increase of 10.42% over the previous year's amended budget. This additional revenue is from increased property and sales tax, franchise fees, and transfers in. The growth of this fund is largely the result of continuing residential and commercial development and population growth in Burlison. It is the city's preference to take a conservative approach in budgeting these major revenue sources.

Sales taxes have remained higher than projected for several years. In the past, the city has conservatively forecasted the sales tax revenues. To take a conservative approach, the proposed budget reflects 3% growth from FY 2023-2024 year-end projected sales tax receipts. The general fund is projecting sales tax revenue of \$15,287,678 for FY 2024-2025.

License, fees and permits revenues are projected at \$1,554,968. This is less than the prior year's collections due to conservative growth estimates for residential permits. FY 2024-2025 budget still reflects steady new residential and non-residential construction. It is assumed the city will issue at least 215 new residential permits in the coming year.

Licenses and franchise fees are projected to rise with population. Municipal court fines are projected to remain steady in FY 2024-2025.

General Fund Revenues by Source

Revenue Category	FY 2025 Proposed	% of Total
Property Tax	\$30,111,223	47.02%
Sales Tax	\$15,503,578	24.21%
Franchise Fees	\$4,254,115	6.64%
License, Fees & Permits	\$1,554,968	2.43%
Fines	\$853,000	1.33%
Charges for Services	\$290,300	0.45%
Intergovernmental	\$999,322	1.56%
Investment Earnings	\$600,000	0.94%
Miscellaneous	\$600,045	0.94%
Oper Grant & Contr	\$1,078,614	1.68%
Ofs-Sale of Capital	\$1,200,000	1.87%
Administrative Allocation	\$3,774,050	5.89%
Transfer In	\$3,223,621	5.03%
Total Revenues	\$64,042,836	100%

General Fund Appropriations Total general fund appropriations for the FY 2024-2025 proposed budget are \$63,267,928. This is an increase of approximately 4.11% compared to the previous year’s amended budget. The category of personnel makes up the majority of the general fund budget. The proposed budget authorizes the city manager to hire 3.5 additional staff members for the general fund.

The major program enhancement and capital expenditures included in the proposed appropriations and planned for FY 2024-2025 by department are as follows:

Police Department The FY 2024/25 proposed budget includes budget items that will provide significant enhancements in surveillance, data analysis, operational efficiency and officer safety. The proposed equipment is listed below.

- Real Time Crime Center Technology (RTCC) & Flock License Plate Reader (LPRs): RTCC technology allows for the live monitoring of crime activities, enabling quicker response times and more efficient deployment of resources. Flock (LPRs) can identify stolen vehicles, track suspect movements, and provide real-time alerts to officers, significantly improving crime detection and prevention capabilities. The projected funding for these items is \$49,720.
- Axon Tethered Drone: Funding of \$9,892 is budgeted for the tethered drone, which would provide continuous aerial monitoring, an extended flight duration, ability for rapid emergency deployment and captures high-resolution footage for officers to use.

- **Axon Air Streaming Software:** This software allows for live streaming of drone footage to command centers, providing real-time situational awareness to decision-makers. The software cost is budgeted at \$7,715.
- **Tactical Gear:** Funding of \$69,630 is budgeted for up-to-date tactical gear that would ensure that officers are well-protected in high-risk situations, reducing the likelihood of injuries and fatalities.

Traffic Maintenance The FY 2024/25 proposed budget includes funding of \$450,000 for an intelligent traffic system (ITS) equipment and staffing. ITS can optimize traffic flow, reduce congestion, and enhance safety by coordinating traffic signals and providing real-time data to manage incidents. This leads to improved commute times, lower emissions, and a safer environment for both drivers and pedestrians.

Animal Services The upcoming budget includes funding of \$64,000 for a part-time veterinarian, enabling the shelter to provide medical care and spaying/neutering more efficiently, ultimately facilitating quicker adoptions and reducing the time animals spend in the shelter.

Parks and Recreation Funding of \$10,000 from the 4B fund has been allocated for installation of trees and an irrigation system for the park system. The parks performance fund had \$36,886 budgeted for one-time expenditures that include concrete repairs at Chisenhall Fields, a wireless alert system at the Burlison Recreation Center and scoreboard controllers for athletic fields. Additionally, a Monday Day Camp program has been funded, which is projected to generate \$15,479 in net revenue.

Economic Development One (1) full-time economic development analyst for a cost of \$105,391 is proposed for funding from the 4A economic development fund.

Information Technology One (1) full-time employee for a total cost of \$123,543 has been recommended for the technology team to provide radio support for the city's public safety radio system.

City Manager's Office Funding of \$50,000 is budgeted for the Burlison Opportunity Fund, which provides local graduating seniors a scholarship to be used at Hill College at Burlison. An egret abatement program is proposed in the amount of \$30,000. The purpose of the abatement program is to assist residents prevent and deter future egret rookeries.

Debt Service (Interest & Sinking [I&S]) Fund The city of Burlison currently holds \$210,725,00 outstanding general obligation debt. \$57,140,000 of that amount was issued for water, sewer infrastructure projects and are paid from water, sewer revenues; however, to obtain more favorable financing terms, the debt also has a tax pledge. \$39,782,627 was issued

on behalf of the 4A Corporation, \$29,475,000 was issued on behalf of the 4B Corporation, \$8,475,000 was issued on behalf of the TIF2 Fund, and \$644,993 was issued on behalf of the Hidden Creek Golf Course. The balance of tax supported debt, just over \$75,207,379, was issued for general capital purposes and is repaid from property taxes. Staff anticipates reducing the fund balance in the Debt Service Fund from the projected FY 2023-2024 year-end amount of \$6,545,650 to \$1,090,143 over the next few years. This reduction will enable the city to implement a short-term financing strategy to fund the purchase of costly apparatus. The city refinanced 2014 General Obligation Bonds and Certificates of Obligations debt. The refinancing produced a total savings of \$1,071,502, translating to an average annual savings of \$107,150 or 6.81% present value savings. The city's financial policy states that refinancing opportunities will be considered when present value savings is 3.50% or higher.

In June 2022, the city received a rating upgrade from Moody's. The city's debt rating was upgraded from Aa3 to Aa2 from Moody's. The city applied for a rating from both Moody's and S&P Global in connection with the 2023 debt issuance. At that time, both rating agencies reaffirmed the Aa2 by Moody's and AA by S&P Global. They stated the ratings reflects the city's consistently strong financial management performance while maintaining a healthy reserve.

Currently, the utility fund holds \$59,425,000 in outstanding general obligation and revenue debt. Of that amount, \$2,285,000 is associated with principal from outstanding revenue bonds. The city has worked closely with its financial advisors, Hilltop Securities, to develop a sound debt management plan for the utility fund. In the future, the city anticipates annual debt service increasing steadily.

Appropriations for FY 2024-2025 in the debt service fund will total \$20,772,166. This represents a 140.7% increase from the current year's budget. The large increase is mostly due to combining the 4A and 4B corporation's debt service payments into this one fund for efficiency purposes. This summer, the city plans to issue 2024 certificates of obligation bonds and 2024 general obligation bonds which are reflected in the increase of appropriations.

Water and Sewer Fund The water and sewer fund's principle source of revenues are charges to customers for water consumption, wastewater collection, and fees related to providing consumers with new water and wastewater services. Total fund revenues for FY 2024-2025 are estimated to increase to \$29,943,590 (an increase of 8.11%). The continued use of best practices for the water and sewer utility fund identifies the need for revenue growth to cover existing and future operations and maintenance costs as well as debt service and contracted water and sewer costs with the city of Fort Worth.

Water & Sewer Fund Revenues by Source

Revenue Category	FY 2025 Proposed	% of Total
License, Permit & Fee	\$20,000	0.07%
Charges For Services	\$28,308,689	94.54%
Investment Earnings	\$450,000	1.50%
Miscellaneous	\$43,922	0.15%
Impact Fee	\$1,030,000	3.44%
Administrative Allocation	\$44,000	0.15%
Transfer In	\$46,979	0.16%
Total Revenues	\$29,943,590	100.00%

The city of Burleson along with other surrounding municipalities' purchases treated surface water from the city of Fort Worth. The next year proposed budget reflects increased water consumption due to growth and customer demand. Wholesale rates are projected to increase to \$2.3612 (pending rate adoption by Fort Worth City Council) per 1,000 gallons of water purchased from \$2.3208 which would represent a 1.74% increase.

Currently, the utility fund holds just over \$59.425 million in outstanding debt. The city has worked closely with its financial advisors, Hilltop Securities, to develop a sound debt management plan for the utility fund. In the future, the city anticipates annual debt service increasing. However, in FY 2024-2025, the city anticipates a decrease of \$450,585 to \$6,963,230 because of a new strategy of using reimbursement resolutions to delay the issuance of debt by one year.

In order to appropriately manage the utility fund debt, the city and Hilltop Securities developed a plan to monitor the debt limits. The enterprise fund will target the net revenues available for debt service to exceed 1.25 times the outstanding revenue-backed debt service payments. This will help identify if the net revenues can sustain the committed debt service and any future issuance.

Street Maintenance Fund The budget introduces a newly established Street Maintenance Fund aimed at improving the maintenance and repair of roads within the city. Previously, \$1,100,000 was allocated annually for street maintenance in the General Fund. With the creation of this new fund, an additional \$1,645,833 will be allocated each year specifically for street maintenance. Several different street maintenance activities will be employed to improve street conditions.

Capital Improvement Funds The capital improvement fund accounts for financial resources to be used for the acquisition or construction of major capital facilities. The budget for these projects is independent of the operating budget and are typically funded with bonds, grants, fund balance, special restricted revenue or other sources of capital from developers or other private investment. The table below summarizes the capital projects for FY 2024-2025.

GO Bond Projects	
Neighborhood street rebuilds	\$750,000
Alsbury Boulevard Phase. 2 – Hulen Street to CR1020 (Bridge)	\$5,646,260
Police headquarters expansion	\$13,607,500
Hulen Street at Wilshire Boulevard intersection	\$200,000
Hulen Street Widening (SH174 to Candler Street) (design of 4 lanes; construction of two lanes)	\$1,800,000
Total	\$22,003,760
General Government Additional Projects	
Police headquarters expansion	\$6,293,000
Alsbury Boulevard Phase 1B - Candler Street to Hulen Street outside lanes	\$3,615,444
Alsbury Boulevard Phase 2 - Hulen Street to CR1020 (Bridge)	\$2,116,276
Hulen Street – 4 lane expansion (additional costs to GO Bond ST2502)	\$2,267,711
Additional pavement rehab	\$1,000,000
Village Creek Parkway expansion (Tarrant Co. Bond 50% Match)	\$1,660,765
Two Fire engines & equipment	\$2,600,000
Eight storm sirens	\$350,000
Total	\$19,903,196
4A Projects	
Alsbury Boulevard	\$4,001,277
Lakewood Drive extension	\$100,000
Total	\$4,101,277
4B Projects	
Centennial	\$525,000
Chisenhall Field Turf	\$2,205,000
Shannon Creek Park	\$1,881,675
Green Ribbon	\$90,000
Total	\$4,701,675
TIF 2 Projects	
Ellison & Wilson Streets - sidewalk ADA	\$233,377
Old Town lighting improvements (Bransom & Bufford Streets)	\$273,201
Total	\$506,578

Water Projects	
Industrial Boulevard Pump Station expansion & Alsbury Pump Station decommission	\$15,913,678
12" Willow Creek waterline looping	\$837,619
8" Village Creek and 8" CR 715 water line looping	\$1,177,838
16" Hulen Street waterline	\$464,889
12" Waterline loop for Mountain Valley	\$410,248
Offsite water supply from Fort Worth	\$2,193,995
New AMI / AMI Implementation	\$4,500,000
Additional Alsbury Boulevard Phase 1B (\$198,181) and Phase 2 (\$108,000)	\$306,181
Total	\$25,804,448
Sewer Projects	
Trunk Relief Line (Town Creek Basin parallel buildout interceptors)	\$344,794
New AMI / AMI Implementation	\$3,000,000
Parkview Drive sewer upsizing to 10"	\$139,285
12" Wastewater line replacement in Village Creek Basin (Golf Course)	\$178,491
Total	\$3,662,570

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to the city of Burleson for its annual budget for the fiscal year beginning October 1, 2023. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

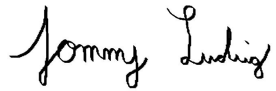
This award is valid for a period of one year only. We believe the current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award. We anticipate receiving the award again for the FY 2024-2025 Annual Operating Budget.

In Conclusion

While budgets are always a challenge, we have worked diligently to propose a budget that accomplishes council goals to expand services and competitively compensate staff to attract and retain the very best. We have also presented a future five-year financial plan to help manage the decisions made for the next fiscal year and the impact it has on future fiscal responsibilities. The city’s proposed budget attempts to address the current and future growth and infrastructure expansion demands while recognizing the needs of its residents.

I would also like to compliment and thank the entire city staff for their dedication, diligence, and fiscal accountability in providing their respective services to the governing body and the residents of Burleson.

Best regards,

A handwritten signature in black ink that reads "Tommy Ludwig". The signature is written in a cursive style with a large initial 'T' and 'L'.

Tommy Ludwig
City Manager

Introduction & Overview

guide **btX** >>>>

FY 24-25 City of Burleson Strategic Plan



ABOUT THIS PLAN

Why a strategic plan?

The City of Burleson Strategic Plan or Guide BTX communicates the mayor and city council priorities to Burleson residents and businesses. The plan's purpose is to set overall focus areas and goals for the city and develop action items to achieve the goals. Residents can track the city's progress toward the stated goals through quarterly plan updates.

The Strategic Plan was developed utilizing the following:

- City's adopted vision and mission
- Comprehensive Plan
- City's Master Plans and Capital Improvement Plans
- Departmental Strategic Plans
- FY 23-24 Strategic Plan
- City Council Retreat Meeting in February 2024

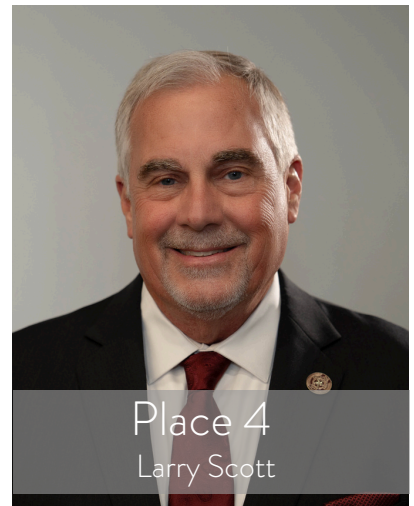
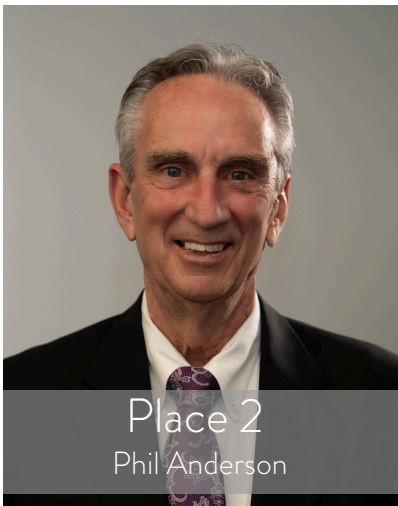
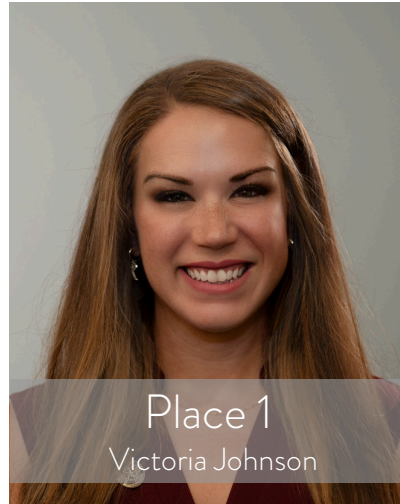
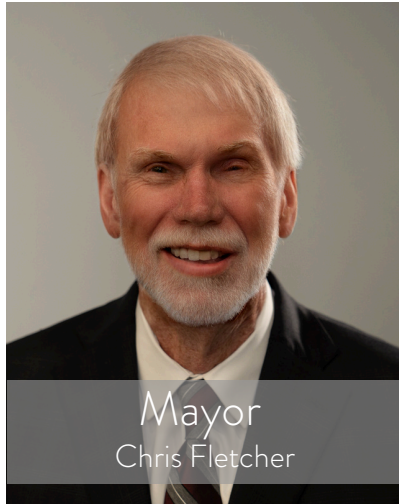
This plan:

1. Develops key focus areas and goals the city will focus on over the next five years.
2. Outlines action items to achieve the set goals for Fiscal Year 2024-2025. Action items are updated yearly.
3. Determine city council's top and high priorities for the action tasks.



BURLESON

City Council



BURLESON CITY GOVERNMENT MISSION

To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a high-performing city team and in a partnership with our Burleson community.

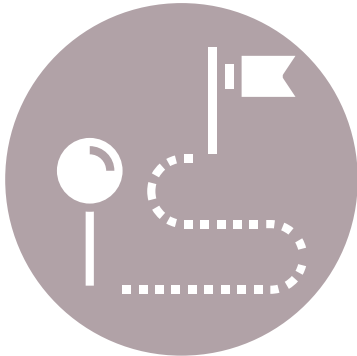


FOCUS AREAS



High Performing City Organization

Providing Exceptional, People Focused Services



Dynamic & Preferred City
through Managed Growth



Beautiful, Safe & Vibrant Community



Great Place to Live
through Expanded Quality of Life Amenities

STRATEGIC PLAN

The city of Burleson is a reflective and forward-thinking organization. Our Strategic Plan serves as a vital framework that not only establishes the foundation for our operations but also provides clear direction for achieving our service objectives. By defining specific goals, strategies, and key priorities, we ensure that our operations and resources are aligned to meet the needs of our future. Since its initial adoption in 2019, the diligent implementation of this plan has led to significant advancements for our community, enhancing the quality of life for all who live and work here.



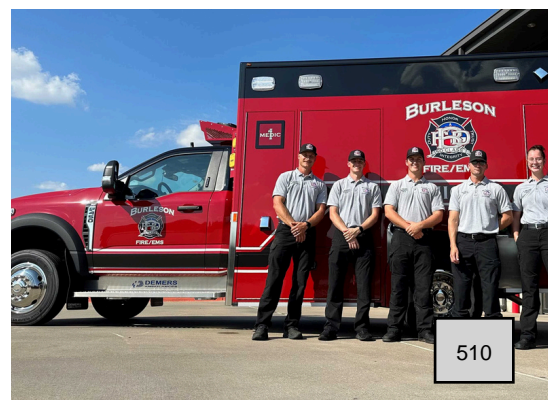
We engage in a Strategic Planning Process to assess our accomplishments, share updates across our four vision blocks, and identify new or emerging areas of focus. This dynamic and intentional process reflects our leadership framework.



In February 2024, city leaders held a Strategic Planning Session that emphasized the importance of data-driven decision-making. Key priorities included exploring additional funding for stormwater management and street maintenance, alongside a sustained focus on improving city infrastructure. The city also aims to maintain an active presence with the state legislature and enhance regional collaboration to improve grant success, particularly through the North Central Texas Council of Governments.



The execution of the 2022 Bond Program projects, sustained public safety operations, and vibrant economic development—including the growth of Old Town, the development of Chisholm Summit and Hooper Business Park, and the strategic planning for a future hotel/conference center—were also highlighted as critical objectives.



Through this strategic framework, we are committed to continuously assessing our progress and identifying new or emerging areas of focus. By remaining responsive to the evolving needs of our community, we ensure that the city of Burleson continues to thrive as a vibrant, safe, and inclusive place for all residents.



FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

OBJECTIVE

To make the City of Burlison a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

GOAL 3

Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

GOAL 4

Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

FOCUS AREA 1



High Performing City Organization

Providing Exceptional, People Focused Services

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

	Action	Responsible Department	Target Date
1.1.1	Continue to ensure competitive compensation and benefits across the city by benchmarking against peer cities, evaluating city compensation plan ranges and adjustments, cost of living adjustments, and performance-based merits; success will be determined by having an employee turnover rate under 12% each quarter	Human Resources	On-going
1.1.2	Continue to provide growth and promotional opportunities for internal employees through executive and supervisor leadership training and developing a robust succession planning program; Success will be determined by providing 3 leadership classes per quarter	Human Resources	On-going
1.1.3	Provide a training program that improves management, communication, diversity and inclusion, and leadership training; success will be determined by providing 4 training classes each quarter	Human Resources	On-going
1.1.4	Continue development of community partnerships to discuss diversity and offer suggestions of inclusion within the police department	Police	On-going
1.1.5	In partnership with consultant, review and recommend updates to benefit plan designs and carriers based on a RFP process to be completed in FY 23-24	Human Resources	First Quarter (October – December 2023)

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

	Action	Responsible Department	Target Date
1.2.1	Expand outreach efforts for Burleson 311 and utility billing payment options to increase citizen awareness; FY 24/25 success will be determined by participating in four city/community events, mail postcards to utility customers (one annually), social media posts, city e-newsletter, present to three community groups/stakeholders, presenting informational session to department directors and key staff to help promote 311 to customers	Administrative Services	Fourth Quarter (July - September 2025)
1.2.2	Update purchasing and contracting process to ensure continued compliance, efficiency, contract management and document retention	Administrative Services	Third Quarter (April-June 2025)
1.2.3	Creation of IT internal knowledge base to expedite IT staff and city staff trouble shooting techniques in an effort to solve issues independently	Information Technology	Fourth Quarter (July - September 2025)
1.2.4	Implementation of Windows 11 across the technology ecosystem to mitigate security vulnerabilities and enhance our cybersecurity defenses	Information Technology	Fourth Quarter (July - September 2025)
1.2.5	Continue to work with emergency management to integrate 311/CRM into the city's disaster preparedness program	Administrative Services	Fourth Quarter (July - September 2025)

GOAL 3

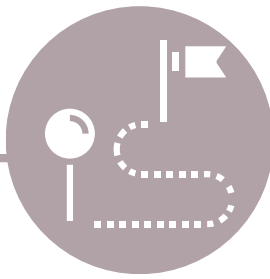
Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

	Action	Responsible Department	Target Date
1.3.1	Continually assess communications and engagement resources, processes, strategies and materials to seek ways to increase community stakeholder awareness and engagement; FY 24/25 success will be determined by reviewing analytics on a quarterly basis the goal for the e-newsletter engagement rate is a 50% open rate, for social media the goal is for average reach post is 4,500 and for the website the goal is 375,000 unique views every quarter; also perform quarterly audits of communication material and strategies to identify strengths, weaknesses, and areas for improvement	Community Services - Marketing and Communications	Fourth Quarter (July - Sept 2025)
1.3.2	Increase community engagement and awareness of library services through outreach programming, partnerships with community organizations, and marketing efforts; FY 24/25 success will be determined by 40 community events and 1,000 social media posts	Community Services - Library	Fourth Quarter (July - Sept 2025)
1.3.3	Continue to provide the public with updates on the status of the 2022 Bond Program implementation; FY 24/25 success will be determined every quarter if an update was made on social media, in e-newsletter, on the dedicated webpage and via the weekly report	Community Services - Marketing and Communications	Fourth Quarter (July - Sept 2025)
1.3.4	Revise existing subdivision ordinance to improve efficiency of operations for the overall development process	Development Services - Planning	Third Quarter (April - June 2025)

GOAL 4

Be a responsible steward of the city’s financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

	Action	Responsible Department	Target Date
1.4.1	Continue implementation of asset management program for public infrastructure and fixed assets; FY 24-25 goal is to establish street operations program	City Manager's Office	Third Quarter (April-June 2025)
1.4.2	Explore and conduct an analysis and implementation of a storm water and street maintenance fee to enhance the city's infrastructure	Capital Engineering	Third Quarter (April-June 2025)
1.4.3	Review and pursue grant opportunities to offset the cost of planned capital projects through a grant consultant to complete applications with staff to identify additional opportunities in each of the following categories: Water/Wastewater, Streets & Sidewalk Improvements, and Public Safety; FY 24/25 success will be 3 grant applications through the consultant and staff to identify 4 additional grant opportunities	City Manager's Office	Fourth Quarter (July-Sept 2025)
1.4.4	Continue to exhibit fiduciary responsibility by providing precise and transparent financial information through the submission of 12 monthly financial reports for FY 24/25, preparation of the ACFR, and the development of the FY25/26 budget	Finance Department	On-going
1.4.5	Create website content that will be awarded 4 or more Transparency Stars through a Texas Comptroller program that recognizes local transparency achievements	Finance Department	Fourth Quarter (July-Sept 2025)



FOCUS AREA 2

Dynamic & Preferred City through Managed Growth

OBJECTIVE

To promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 3

Enhance connectivity and improve mobility by expanding capacity of existing transportation network, evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.

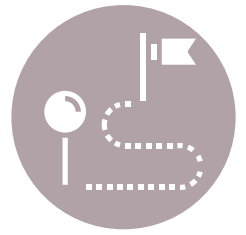
GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

FOCUS AREA 2



Dynamic & Preferred City through Managed Growth

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

	Action	Responsible Department	Target Date
2.1.1	Develop a viable plan for the development of hotel/conference center	Economic Development	Fourth Quarter (July-Sept 2025)
2.1.2	Execute an agreement for the redevelopment of the former Hill College site	Economic Development	Fourth Quarter (July-Sept 2025)
2.1.3	Continue efforts to attract new-to-market retail establishments and promote tourism; FY 24/25 success will be determined by four new sites	Economic Development	On-going
2.1.4	Continue to pursue industrial development throughout the city and or landbank for future development site; FY 24/25 success will be determined by four new sites	Economic Development	On-going
2.1.5	Pursue and recruit medical professionals to the community that have higher paying jobs than the Johnson County median income; FY 24/25 focus is on a hospital provider as well as medical offices that would provide those jobs in our community	Economic Development	Fourth Quarter (July-Sept 2025)
2.1.6	Establish a small business incubation project 32	Economic Development	Fourth Quarter (July-Sept 2025)

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

	Action	Responsible Department	Target Date
2.2.1	Identify locations for the implementation of neighborhood empowerment zones	Development Services	Fourth Quarter (July-Sept 2025)
2.2.2	Revise existing interlocal agreement with Johnson County to re-evaluate platting authority within the ETJ	Development Services	First Quarter (Oct-Dec 2024)
2.2.3	Reevaluate the need for the public improvement district and other special district policies	Development Services	Third Quarter (Apr-Jun 2025)
2.2.4	Finalize review and adoption of the zoning ordinance update	Development Services	Third Quarter (Apr-Jun 2025)

GOAL 3

Enhance connectivity and improve mobility by expanding capacity of existing transportation network, evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.

	Action	Responsible Department	Target Date
2.3.1	Continuous coordination with NCTCOG for transportation projects on the TIP; FY 24/25 success is measured by always having 2 projects included in the TIP	Capital Engineering	On-going
2.3.2	Assist with the implementation of developing construction schedule for State Highway 174 widening from Elk Drive to Wicker Hill Road	Capital Engineering	Third Quarter (April - June 2025)
2.3.3	Complete the Willow Creek and Village Creek updates to the Master Drainage Study and submit letters of map revisions to FEMA	Development Services	Fourth Quarter (July - Sept 2025)
2.3.4	Begin implementation of Intelligent Traffic System (ITS) and Traffic Management Center (TMC), allowing the city to control signal timing throughout the city	Public Works / Capital Engineering	Fourth Quarter (July - Sept 2025)
2.3.5	Complete the realignment and parking enhancements of Ellison Street project	Capital Engineering	Third Quarter (April - June 2024)

GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

	Action	Responsible Department	Target Date
2.4.1	Complete the construction of Lakewood Boulevard to FM 1902 to serve the city's future Hooper Business Park and Chisholm Summit Development	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.2	Finalize design and complete construction of the FY 24-25 Neighborhood Street Program	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.3	Begin construction for bridge connecting Alsbury Boulevard to CR1020	Capital Engineering	Third Quarter (April - June 2024)
2.4.4	Complete design for Alsbury Boulevard extension to Lakewood Drive	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.5	Complete design of Hulen Street expansion from SH174 to Candler Drive	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.6	Finalize design and begin construction of the Burlison Police Headquarters Expansion	Capital Engineering	Second Quarter (January - March 2025)

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

	Action	Responsible Department	Target Date
2.5.1	Complete the feasibility study to identify possible options of a secondary water source	Capital Engineering	First Quarter (October - December 2024)
2.5.2	Finalize a facility masterplan that identifies long term spacing needs and current facility condition assessment	Public Works	Fourth Quarter (July - September 2025)
2.5.3	Complete design and begin construction of the city hall renovations	Capital Engineering	Third Quarter (April - June 2025)



FOCUS AREA 3

Beautiful, Safe & Vibrant Community

OBJECTIVE

Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

GOAL 4

Ensure public safety equipment and personnel needs are being met, including staffing, support and training.

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

FOCUS AREA 3

Beautiful, Safe & Vibrant Community



GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

	Action	Responsible Department	Target Date
3.1.1	Increase adoptions at the Animal Shelter by 5%	Community Services - Animal Services	Fourth Quarter (July-Sept 2025)
3.1.2	Reduce the euthanasia rate of sick animals at the Animal Shelter by 3% by improving early treatment and care	Community Services - Animal Services	Fourth Quarter (July-Sept 2025)
3.1.3	Complete construction of the Greenribbon project located at SH 174 and John Jones Dr. to enhance beautification and cultivate tourism opportunities	Parks and Recreation	Fourth Quarter (July-Sept 2025)
3.1.4	Fully leverage funding for FY 24-25 Home Improvement Rebate Program	Development Services	Fourth Quarter (July-Sept 2025)
3.1.5	Explore RFP opportunities to expand a door-to-door household hazardous waste program	Public Works	On-going

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

	Action	Responsible Department	Target Date
3.2.1	Finalize the community arts masterplan in FY 24-25	Parks and Recreation	Third Quarter (April - July 2025)
3.2.2	Continue to work on redeveloping older centers or new land development on I-35W, Alsbury Blvd, Hidden Creek Parkway and State Highway 174	Economic Development	Fourth Quarter (July - Sept 2025)
3.2.3	Finalize programming elements and public input for west side masterplan	Parks and Recreation	First Quarter (Oct-Dec 2024)
3.2.4	Identify potential options for the relocation of existing softball practice fields located on Hidden Creek Parkway	Parks and Recreation	Third Quarter (April - July 2025)
3.2.5	Complete the Parks Masterplan and begin CAPRA certification	Parks and Recreation	Fourth Quarter (July - Sept 2025)

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

	Action	Responsible Department	Target Date
3.3.1	Design and implement a strategic fire training program to ensure regulatory compliance while fostering company resources to better equip fire personnel to manage job satisfaction and performance	Fire	Fourth Quarter (July - Sept 2025)
3.3.2	Pursue accreditation through the Association of Public Safety Communication Officials to certify public safety communications training program	Public Safety Communications	Fourth Quarter (July - Sept 2025)
3.3.3	Complete revisions to the fire department's call type designation and response configuration in partnership with the fire department to create an efficient call-taking guide for future use	Public Safety Communications	Third Quarter (April - June 2025)
3.3.4	Increase current real-time information and intelligence capabilities by increasing the number of Flock ALPR systems deployed throughout the city	Police	Fourth Quarter (July - Sept 2025)

GOAL 4

Ensure public safety equipment and personnel needs are being met, including staffing, support and training.

	Action	Responsible Department	Target Date
3.4.1	Complete construction of Fire Station 1 to provide adequate space for Fire/EMS operations and expand office capacity for administration	Capital Engineering	Fourth Quarter (July-Sept 2025)
3.4.2	Reestablish fire department curriculum for a rescue task force, training all fire personnel in active threat situations	Fire	Fourth Quarter (July-Sept 2025)
3.4.3	Transition Axon air streaming software to integrate police department's current drones with existing Axon live streaming and digital evidence storage services	Police	Third Quarter (April-June 2025)
3.4.4	Deploy new and advanced public safety radios with cellular backup to provide better system redundancy and protection for system operations	Information Technology	Fourth Quarter (July-Sept 2025)

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

	Action	Responsible Department	Target Date
3.5.1	Continue to conduct emergency preparedness workshops for community members and enhance the CERT program to assist with achieving whole community preparedness; FY 24/25 success will be determined by hosting an annual preparedness fair and bi-annual CERT training	Fire - Emergency Management	On-going
3.5.2	Continue to enhance Community Risk Reduction efforts (drowning prevention, CPR, Stop the Bleed, etc.), making the city a safer place to live, work and visit	Fire - Community Risk Reduction Division	Fourth Quarter (July - Sept 2025)
3.5.3	Enhance drone operations through the addition of a tethered drone that works with Axon software that does not require a certified pilot to operate	Police	Fourth Quarter (July - Sept 2025)
3.5.4	Add 4G camera installation at community parks that have seen an increase of vandalism and other issues to ensure the safety of all park goers	Parks and Recreation	Second Quarter (Jan - Mar 2025)



FOCUS AREA 4

Great Place to Live

through Expanded Quality of Life Amenities

OBJECTIVE

To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

FOCUS AREA 4



Great Place to Live

through Expanded Quality of Life Amenities

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city’s trail network; and improving access to parks facilities.

	Action	Responsible Department	Target Date
4.1.1	Continue to implement the 5-year capital program by completing the projects approved in FY 24-25	Parks and Recreation	Fourth Quarter (July - Sept 2025)
4.1.2	Complete essential repairs on 3,300 square feet of concrete sidewalk and common areas at Chisenhall Fields sports complex to enhance safety and accessibility for all visitors and participants	Parks and Recreation	Third Quarter (April-June 2025)
4.1.3	Enhance lighting in the Old Town and Mayor Vera Calvin Plaza area	Parks and Recreation	Third Quarter (April-June 2025)

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

	Action	Responsible Department	Target Date
4.2.1	Complete BRiCk lobby renovations	Parks and Recreation	Fourth Quarter (July - Sept 2025)
4.2.2	Expand tournaments at Chishenhall Fields sports complex to host a total of 13 events	Parks and Recreation	Fourth Quarter (July - Sept 2025)
4.2.3	Increase community engagement and awareness of library services through outreach programming, partnerships with community organizations and marketing efforts	Community Services - Public Library	Fourth Quarter (July - Sept 2025)
4.2.4	Add Mayor Vera Calvin Plaza and Russell Farm Art Center opportunities specific to recreational programming	Parks and Recreation	Fourth Quarter (July - Sept 2025)

GOAL 3

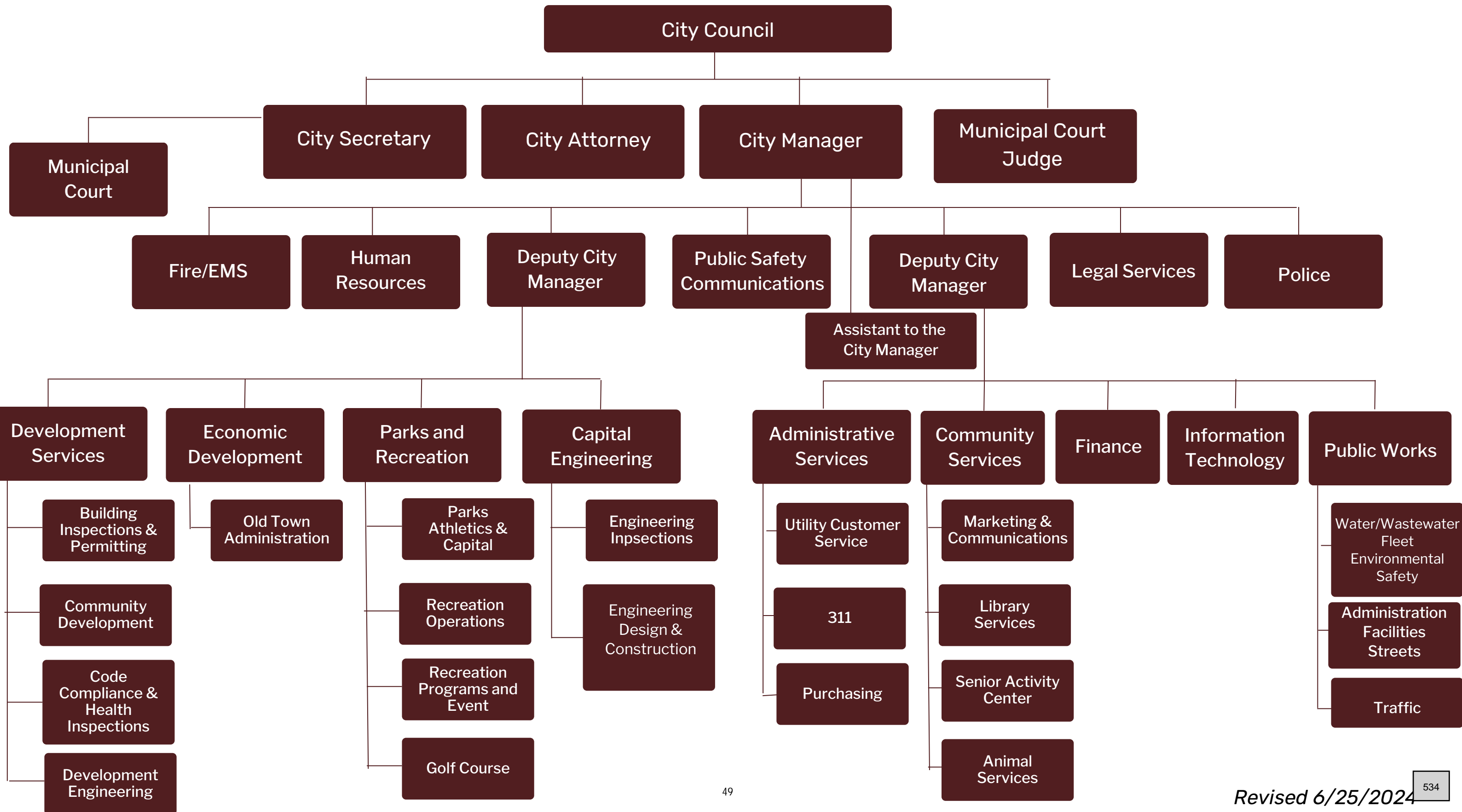
Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

	Action	Responsible Department	Target Date
4.3.1	Partner with Johnson County for the development of a master thoroughfare plan	Development Services - Engineering	Fourth Quarter (July - Sept 2025)
4.3.2	Implement and host the Burleson 101 Civic Academy for the second year to educate the community on municipal operations and grow partnerships within the community	City Manager's Office/City Secretary	Fourth Quarter (July - Sept 2025)
4.3.3	Develop fundraising strategies for the Senior Activity Center by cultivating relationships with donors, seeking out sponsorships from local business and organizations, and planning fundraising that resonate with the community	Community Services - Senior Activity Center	Third Quarter (April - June 2025)
4.3.4	Grow the Project U Leadership Conference to be a premier statewide event, bringing visitors and overnight guests to the city of Burleson	Economic Development	Second Quarter (January - March 2025)

THE CITY OF
BURLESON
TEXAS

Financial Structure, Policy & Process

Organizational Chart



The City of Burlleson's Budget Process

An OVERVIEW

The budget process for the City of Burlleson is a year-round, continuous process. On October 1st, when the new fiscal year begins, department heads use the encumbrance system to create purchase orders identifying expenses which will be arising throughout the year. When invoices are received for goods and services for funds, which have been previously encumbered, the invoices are paid against those encumbrances and the encumbrances are relieved. Encumbrances are the fundamental budget control in place for department heads' use.

On a monthly basis, department heads compare their actual expenditures to their adopted budgets, researching and investigating any unexpected expenditure. This monthly review is another fundamental budgetary control that is utilized.

Throughout the year, department heads are able to move funds at their discretion within their respective department(s)/division(s) within the same fund, without increasing the appropriations. City Manager can reallocate resources between departments within a fund without increasing appropriations. Increases in appropriations within a fund, requires a budget amendment to be approved by Council

Early in the budget process, a Council work session calendar is prepared for various presentations to be made through out the process. Presentations include financial overviews, budget process, 5 year capital improvement plans for general government, parks and recreation and water and sewer, public safety operation overviews, strategic plan updates, compensation and benefits.

Also a budget calendar is created detailing the various deadlines required by the state for both tax rate adoption and formal budget adoption. Less formal dates, such as when documents are due, presentation meetings and planning meetings are set as well. This calendar is then distributed to the departments at the budget kick off meeting in March/April.

At the budget kickoff meeting, the City Manager and Finance Director describe the overall plan for the budget process, detailing which documents are required, departmental budget meetings, and any other expectations that may arise The budget kick off meeting allows department heads to ask questions or receive information needed to complete the next step in the formal budget process.

Department budgets are presented by each Director utilizing a standard presentation template. Budget

presentations are made to the City Manager's Office and Finance. Key focus areas in the presentation may include goals, accomplishments, cost containment strategies, fee schedule changes, and supplemental package request.

After the budget kickoff, budget information are distributed to each director. Budget packets include a budget preparation manual, calendar, and an excel budget template for fee changes and supplement request. Supplemental request are completed individually with a summary of all the request listed by priority.

Department heads prepare year end estimates for the current budget, and ensure estimates do not exceed budgeted amounts at the department level.

After the proposed base budget estimates are completed, departments develop decision packets for service enhancement they wish to propose to the City Manager for the next fiscal year. All requests for new personnel, fleet, or equipment which represent net additions to operations are considered service enhancements. The department must describe the program, itemize all new costs and provide an explanation of why the decision packet request is needed. Decision packets are prioritized according to needs perceived by the departments. Each decision packet is prepared as a separate request to allow for independent consideration of each

and to allow the mixing of all decision packets into a master priority list for consideration during the remainder of the budget process.

The budget documentation is reviewed by the budget team, consisting of the City Manager, Deputy City Manager, Finance Director and other support staff meet with department heads, including their supporting staff. Main focus is given to the supplemental requests for the upcoming year's budget.

Additions and deletions are made to the budget based the City Manager's request, while the revenue forecasting which began in early April continues until July 26th when the certified tax rolls are distributed to municipalities.

REVENUES

Finance Department prepares estimates for revenues and projections for the coming year's revenues based on available historical data and economic trends. Departments review the fee schedule and request changes by submitting a fee change form to Finance. Fee changes are discussed during the department budget presentation

Once the certified tax roll is received, calculations are made to determine the no new revenue tax rate, no new revenue maintenance and operations tax rate, debt rate, and voter's approval rate. The City Manager presents his budget to City Council at a special

Budget Work session between the first and second City Council meetings in August

According to Texas Tax Code, a public hearing is required before adopting a tax rate which exceeds the lower of the voter-approval tax rate and the no-new-revenue tax rate. According to the Texas Local Government Code, a public hearing is also required before adopting the annual budget. Special notice of the dates and times of the public hearings are posted on the City's website, the posting board, and the Fort Worth Star-Telegram.

All of the ordinances - the tax rate ordinance, the budget ordinance, the utility ordinances, and the fee schedule ordinance - require two readings before they are adopted pursuant to the City charter.

The budget and tax rate are required to be adopted by September 29th or the City Manager budget presented by the City Manager will become the budget for the following fiscal year.

After the budget is adopted, departmental heads and managers take into consideration base budget and decision packets approved by City Council and begin to plan for the next year's budget process by including those decisions in their planning process.

BUDGET AMENDMENTS

As provided for in the ordinance adopting the budget, the City Council may, at the recommendation of the City Manager or on its own volition, transfer part or all of any unencumbered appropriation balance from one department or fund to another department or fund by resolution if they feel that a change in the budget is necessary to fulfill municipal purposes.

5 YEAR PROJECTIONS

5 year projections play a critical part in the budget process. Finance department prepares 5 year fund projections on various funds based on historical and current trends. These projection models allow management to review and make informed decisions while evaluating the impact over a 5 year period.

2024-25 Tax and Budget Preparation Calendar

Date	Day	Description
March 13, 2024	Wednesday	Budget Kickoff, SWOT review and workshop.
March 13, 2024	Wednesday	Departments begin Munis base budget, year-end entry and supplementals.
March 27, 2024	Wednesday	Technology & Personnel requests are due to I.T. & H.R. Payroll forms due to Finance.
March 28, 2024	Thursday	Technology governance review begins with I.T. and departments.
April 10, 2024	Wednesday	Supplemental reduction form due.
April 12, 2024	Friday	CMO approves supplemental reductions.
April 15, 2024	Monday	Technology governance reviews and personnel requests completed.
April 15, 2024	Monday	Public Works, Parks and Economic Development completes CIP Report.
April 17, 2024	Wednesday	Departments complete base budget, year-end, and revenue detail entry in Munis. Capital Project Detail & Operating Form Due.
April 17, 2024	Wednesday	Initial Salary and Wage Excel file is completed by Finance.
April 19, 2024	Friday	Completed supplementals are due to Finance.
April 22, 2024	Week of	Finance Department reviews Munis budget entry line items with each department.
May 3, 2024	Friday	Departments complete budget accomplishments, budget goals and strategic plans. ESF allocation due from PW&E.
May 13, 2024	Week of	Departments review base budget, year-end estimates, supplementals and CIP with CMO.
May 28, 2024		Special Session - Review Tax calendar. Review GF, 4A, 4B-Golf-PPF, WW&W, TIF2 and review fees. Public Works, Parks review 5-year capital plan and associated operating costs, Finance reviews associated budgets.
May – June 1, 2024		Community budget priority survey
June 3, 2024	Monday	Regular session - Review HOT, Health Insurance, ESF, ERFs, IT – SSF, PIDs, PEG, Municipal Court funds, Solid Waste, Cemetery, Debt Service funds for GF, 4A & 4B, I/S discussion and review fees. City Council resolution asking the City Manager to prepare a calendar for the orderly adoption of the property tax rate and budget assuming a tax rate over or under the voter-approval rate.¹ City Council resolution designating the Johnson County Tax AC to perform the required calculations and the City Manager to publish and deliver the tax rate forms.
July 22, 2024	Monday	Regular session - General fund and debt service follow-up, benefits and compensation, CMO recommended supplementals, updated fund projections, tax levy direction.
July 25, 2024	Thursday	Deadline to receive certified tax roll from appraisal district. ²
August 5, 2024	Monday	City Manager will submit a copy of the proposed budget to City Secretary's Office, City Council, and post on City website. ³ See footnotes for specific legal requirements for the budget. ⁴
August 5, 2024	Monday	Submit to the City Council and both county assessor-collectors no new revenue tax rate and voter-approval tax rate completed tax rate

		calculation forms. ⁵ Post completed forms prominently on the homepage of the City’s website. ⁶
August 7, 2024	Wednesday	Finance Committee Meeting – Prior to Council work session discuss with the Finance Committee the proposed budget.
August 12, 2024	Monday	Special session - Council work session to discuss budget. CMO budget presentation to Council. City Council resolution proposing a tax rate for the 2024 tax year with a record vote.⁷ City Council minute order setting the date and time of the public hearings on the proposed 2024 tax rate and FY24-25 budget. Send notice of tax rate information to both Tax ACs and update Tax AC database pursuant Texas Tax Code Section 26.17(e).
August 16, 2024	Friday	Finance staff verifies that both Tax ACs have updated their databases pursuant to Texas Tax Code Section 27.17(f) and delivered the tax estimate notices under Tax Code Sec. 26.04(e-2).
August 22, 2024	Thursday	Publish Notices for Public Hearing on tax rate and budget in the newspaper. Post tax rate public hearing notice prominently on the City’s home page of website and on public access channel until public hearing concluded. ⁸ Public hearing on the budget is on 09/03.
September 3, 2024	Tuesday	Special session - City Council meeting. Public hearings on budget⁹ and tax rate¹⁰. First reading of ordinances to approve the budget and tax rate.¹¹ Budget should be approved first and must be by record vote.¹² See endnotes for specific requirements for adopted budget cover page.¹³ Specific language is required to move to adopt the tax rate.¹⁴ The vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent (if above the no new revenue rate) of the members of the City Council.¹⁵ The City Council must separately approve the maintenance and operations component and the debt service component of the tax rate.¹⁶ Council must announce date and time of final ordinance reading of tax rate ordinance.¹⁷ Additional items will be the first readings of the ordinances for accepting the tax rolls, homestead exemption, fee schedule, water rate, solid waste rate. Additionally, there should be minute orders ratifying the 4A and 4B actions adopting their budgets.
September 9, 2024	Monday	Regular session - Final reading of ordinances to approve the budget and tax rate.¹⁸ Budget should be approved first and must be by record vote.¹⁹ See endnotes for specific requirements for adopted budget cover page.²⁰ Specific language is required to move to adopt the tax rate. Minute order ratifying the budget should follow the ordinance vote. Additional items will be the final readings of the ordinances for accepting the tax rolls, homestead exemption, fee schedule, water rate, solid waste rate. Also, a resolution adopting the employee handbook and benefits.
September 9, 2024	Monday	Post tax rate, budget, and record vote approving tax rate to website after adoption. ²¹ Notify both Tax ACs of the tax rate adopted. ²²

CITY OF BURLESON FUND STRUCTURE BY BUDGETARY BASIS

**Governmental
Activities**

Modified Accrual Basis
of Accounting

**Government
Fund**

**Debt Service
Funds**

General Debt Service

Type 4B Debt Service

Type 4A Debt Service

**Special
Revenue Fund**

Parks Performance Fund

Type 4B Special Revenue Fund

Type 4A Special Revenue Fund

Economic Development Fund

Hotel/Motel Fund

**Business
Activities**

Accrual Basis of
Accounting

Enterprise

Water and Wastewater

Solid Waste

Hidden Golf Course

Cemetery

**Internal
Service**

Equipment Services

Equipment Replacement-Government

Equipment Replacement-Business

Support Services

Note: Basis for budget is the same as for audited financial statements.

CITY OF BURLESON FUND DESCRIPTION

Governmental

Modified Accrual Basis of Accounting

MAJOR FUNDS:

<i>FUND</i>	<i>DESCRIPTION</i>	<i>MAJOR REVENUE SOURCES</i>	<i>MAJOR SERVICES PROVIDED</i>
General	Most basic fund used in COB	<ul style="list-style-type: none"> • Property Taxes • Sales Taxes • Licenses and Permits • Fines & Forfeitures • Interest • Miscellaneous • Other Sources 	<ul style="list-style-type: none"> • General Administration • Public Safety • Community Services • Public Works (Except Water/Wastewater and Solid Waste)
Burleson Community Services Development Corporation (4B) Special Revenue Fund	Special Revenue Fund	<ul style="list-style-type: none"> • 1/2 cent Sales Tax 	<ul style="list-style-type: none"> • Economic Development
4A Corporation Special Revenue Fund	Special Revenue Fund	<ul style="list-style-type: none"> • 1/2 cent Sales Tax 	<ul style="list-style-type: none"> • Economic Development
Parks Performance Special Revenue Fund	Special Revenue Fund	<ul style="list-style-type: none"> • User Fees 	<ul style="list-style-type: none"> • Burleson Recreation Center (BRiCK) • Ballfields
General Debt Service Fund	Debt Service Fund	<ul style="list-style-type: none"> • Property Taxes 	<ul style="list-style-type: none"> • Payment of General Long-term Debt Obligations

NON-MAJOR FUNDS:

<i>FUND</i>	<i>DESCRIPTION</i>	<i>MAJOR REVENUE SOURCES</i>	<i>MAJOR SERVICES PROVIDED</i>
Economic Development Fund	Special Revenue Fund	<ul style="list-style-type: none"> • Property Taxes • Sales Taxes 	<ul style="list-style-type: none"> • Economic Development Incentives
Hotel/Motel Fund	Special Revenue Fund	<ul style="list-style-type: none"> • 7% room occupancy tax 	<ul style="list-style-type: none"> • Economic Development
Burleson 4A Corporation Debt Service Fund	Debt Service Fund	<ul style="list-style-type: none"> • 1/2 cent Sales Tax 	<ul style="list-style-type: none"> • Payment of 4A Long-term Debt Obligations
Burleson Community Service Development Corporation (4B) Fund Special Revenue Fund	Debt Service Fund	<ul style="list-style-type: none"> • 1/2 cent Sales Tax 	<ul style="list-style-type: none"> • Payment of 4B Long-term Debt Obligations

CITY OF BURLESON FUNDS DESCRIPTION
Proprietary
Accrual Basis of Accounting

MAJOR FUNDS:

<i>FUND</i>	<i>DESCRIPTION</i>	<i>MAJOR REVENUE SOURCES</i>	<i>MAJOR SERVICES PROVIDED</i>
Water & Wastewater Fund	Enterprise Fund	<ul style="list-style-type: none"> Water and Wastewater Charges 	<ul style="list-style-type: none"> Water and wastewater services for citizens Long-term Debt Obligations
Hidden Creek Golf Course Fund	Enterprise Fund	<ul style="list-style-type: none"> Golf Fees 	<ul style="list-style-type: none"> Golf Course
Solid Waste	Enterprise Fund	<ul style="list-style-type: none"> Solid Waste Fees 	<ul style="list-style-type: none"> Garbage and recycling services for citizens

NON-MAJOR FUNDS:

<i>DESCRIPTION</i>	<i>MAJOR REVENUE SOURCES</i>	<i>MAJOR SERVICES PROVIDED</i>	
Cemetery	Enterprise Fund	<ul style="list-style-type: none"> Cemetery Fees 	<ul style="list-style-type: none"> Maintenance and operations of Cemetery
Equipment Services	Internal Service Fund	<ul style="list-style-type: none"> Equipment charges received from other funds 	<ul style="list-style-type: none"> Vehicles and other equipment for other departments
Equipment Replacement - Governmental	Internal Service Fund	<ul style="list-style-type: none"> Replacement charges from other governmental departments 	<ul style="list-style-type: none"> Money set aside for replacement of governmental funds' vehicles and equipment
Equipment Replacement - Business	Internal Service Fund	<ul style="list-style-type: none"> Replacement charges from enterprise departments 	<ul style="list-style-type: none"> Money set aside for replacement of enterprise funds' vehicles and equipment
Support Services Fund	Internal Service Fund	<ul style="list-style-type: none"> Transfers from other funds 	<ul style="list-style-type: none"> Centralized Information Technology charges

BASIS OF BUDGETING

GOVERNMENTAL FUNDS

All budgets prepared for governmental funds are budgeted on a basis similar to the modified accrual basis of accounting. Under this basis of accounting, revenues are recognized when they become measurable and available to finance expenditures of the current period.

Expenditures are generally recognized when the related fund liability is incurred. However, there are two fundamental differences between the bases used to report the City's financial plan, (i.e., the budget) versus the basis used to report the historical results of financial operations (the Comprehensive Annual Financial Report or CAFR).

Firstly, the City employs full encumbrance accounting at the budgetary level. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrances outstanding at year end represent the estimated amount of expenditures ultimately to result if unperformed contracts in process at year-end are completed. Encumbrances outstanding at year-end constitute neither expenditures nor liabilities on a modified accrual basis of accounting. However, on a budgetary basis these amounts are reflected as having been funded by appropriations of the budget in force at the time the encumbrance was created. For example, assume that an item was encumbered and ordered in 20X4 then delivered and invoiced in 20X5. For budgetary purposes, the transaction would be reflected in the 20X4 budget, the year the encumbrance is established. For financial reporting purposes, the transaction would be reported in 20X5; the year the item was delivered and the related liability was incurred. One should note that encumbrance accounting affects the timing of expenditure recognition, not the amount.

Employing encumbrance accounting at the budgetary level tends to promote the earliest possible recognition of financial obligations and

requires the City to officially identify and appropriate funding at this early stage. The City's CAFR contains a reconciliation between the budget or financial plan and the actual results of operations. This reconciliation reflects the adjustments necessary to report the results of operations on a budgetary basis rather than a modified accrual basis.

PROPRIETARY FUNDS

Budgeting for business-like funds are called Proprietary Funds. There are two types, the Enterprise and Internal Service Funds. Both are prepared in a manner similar to the basis used in the accrual method of accounting but the treatment of capital purchases represents an area in which fundamental differences exist. These differences are, once again related to the timing rather than the amount of expenditures.

In an accrual accounting environment, such as that used in the preparation of appropriate sections of the CAFR, capital purchases do not immediately give rise to expenses. Instead, capital items are recorded as assets and depreciated over their useful lives.

Each year an amount of depreciation is recorded as an expense. So, in effect, the cost of the asset is spread over a period equal to the life of the asset. For budgetary purposes, the full cost of the asset is charged to the budget during the period in which the item was purchased. This method accelerates the recognition of an item's cost and forces the City to officially identify and appropriate funding at the earliest possible stage.

City of Burleson
Debt Management Policy
Adopted July 10, 2023

Purpose

The purpose of this policy is to establish parameters and provide guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

A debt management policy:

- Enhances the quality of decisions by providing transparency of the process
- Promotes consistency and continuity in decision making
- Contributes to fiscal sustainability
- Identifies objectives for staff to implement
- Demonstrates a commitment to longer term financial planning objectives
- Improves rating agencies review process

Policy Statement

Under the governance and guidance of Federal and State laws and the City's Charter, ordinances and resolutions may periodically enter into debt obligations to finance the construction or acquisition of infrastructure and other assets; or to refinance existing debt for the purpose of meeting its governmental obligations to its residents. It is the City's objective to ensure that such debt obligations are issued and administered in such fashion as to obtain the best long term financial advantage to the City and its residents, while making every effort to maintain and improve the City's bond ratings.

General Debt Governing Policies

The City establishes the following policies on the issuance and management of debt:

- The City will not issue debt obligations or use debt proceeds to finance current operations or normal maintenance.
- Debt financing includes general obligation bonds, certificates of obligation, revenue bonds, lease/purchase agreements and other obligations permitted to be issued under Texas law.
- The City shall review its outstanding debt annually for the purpose of determining if the financial marketplace will afford the City the opportunity to refund an issue and lessen its debt service cost. As a general rule, the present values savings of a particular refunding should exceed three and one-half percent (3.5%) of the refunded maturities, unless a restructuring or bond covenant revision is necessary in order to facilitate the ability to provide services or issue additional debt in accordance with the established debt policies.
- The City will utilize debt obligations only for acquisition, construction, reconstruction or renovation of capital improvement public infrastructure projects, and capital equipment that cannot be funded from current revenue sources or in such cases where it is more equitable for the project to be financed over its useful life or a period of not to exceed its useful life.
- The City will measure the impact of debt service requirements of outstanding and proposed debt obligations on a single year, five, and twenty year periods. This analysis will consider debt service maturities and payment patterns as well as the City's commitment to cash fund capital projects.
- The City will seek advice and services of a Financial Advisor in performing the bond issuance process. The City will also seek the advice of Bond Counsel as to the legality and tax exempt status of any obligations.
- The bond proceeds will be invested in accordance with the City's investment policy. Interest earning received on the investment of bond

proceeds shall be use to assist in paying the cost associated with the capital project or be used toward the repayment of debt. The City is committed to continuing disclosure of financial and pertinent credit information relevant to the City's outstanding securities and will abide by the provisions of the Securities and Exchange Commission (SEC) or other law, as applicable.

- The City will utilize a reimbursement resolution approved by City Council to begin working on capital projects prior to issuing debt. In general, reimbursements are made no later than 18 months after the later of the date of the original expenditure is made or the date the project is placed in service, but in no event more than 3 years after the original expenditure is paid.

Debt Limit

- The maximum combined tax rate of the City is \$2.50 per \$100 valuation under State law. Administratively, the Attorney General will permit allocation of \$1.50 of the \$2.50 maximum tax rate for all tax supported debt service, as calculated at the time of issuance.
- The State of Texas does not prescribe a legal debt limit on the amount of outstanding revenue bonds.
- The City of Burleson's charter does not provide a debt limit lower than the \$2.50 maximum tax rate under State law.

Specific Debt Ratios and Measurements

This section establishes target debt ratios and measurements for the City. As the City periodically addresses its ongoing needs, the City Manager and the City Council must ensure that future elected officials will have the flexibility to meet the capital needs of the City. This policy establishes targets which should provide future flexibility.

Purpose of Issuance – The City will issue debt obligations for acquiring, constructing, reconstructing or renovating Capital Improvements or for refinancing existing debt obligations. Projects must be designated as public purpose projects by the City Council prior funding

Maximum Maturity – All debt obligations shall have a maximum maturity of the earlier of,

- The estimate useful life of the Capital Improvements being financed;
- Or twenty years except for special purpose debt as determined by the City Council which may be finance for periods consistent with the purpose of the debt;
- Or debt issued to refinance outstanding debt obligations, the final maturity of the debt obligations being refinanced, unless the Financial Advisor recommends a longer term.

Outstanding Debt – Finance Director will monitor and report the outstanding debt to the City Council at least annually. The Finance Director is responsible for monitoring the maturities and terms and conditions of all obligations to ensure compliance.

Future debt – Debt will be structured by reviewing the 5-year CIP plan, growth of the City, and level or declining debt service payments over the life of existing bonds.

Self-Supporting Debt – Bonds backed with the general obligation pledge often have lower interest rates than revenue bonds. The City may use its general obligation pledge with self-supporting debt when the population served by the self-supporting bond projects overlap or significantly are the same as the property tax base of the city. The City Council and management are committed to maintaining rates and fees structures and revenue stream of revenue supported debt at levels that will not require a subsidy from the City's General Fund.

Net Debt Per Capita – is the amount of debt outstanding for each citizen of a jurisdiction. Net direct debt is the sum of all general obligation bonds and notes outstanding less the fiscal year-end balance of the debt service fund less any self-supporting obligations excluding overlapping debt, and revenue debt. The City **shall strive** to maintain the current Net Debt per Capita at or below \$3,000.

Net Debt to Assessed Value – Assessed valuation shows the fiscal capacity of the tax base. The City **shall strive** to maintain a ratio of Net Debt to Assessed Value of properties in the City at or below three percent (3%).

Bond Covenants and Laws – The City shall comply with all covenants and requirements of its bond ordinances, the State and Federal laws authorizing and governing the issuance and administration of debt obligations.

Debt Committee

The Finance Committee shall function as the City's designated Debt Committee to oversee the implementation of debt strategies. The Committee shall meet twice a year or as requested by the City Manager and/or Finance Director.

City of Burleson, Texas

FINANCIAL POLICY STATEMENTS

Adopted 7/10/2023

I. STATEMENT OF PURPOSE

The intent of the Financial Policy and Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to Management in planning and directing the City's finances and in developing recommendations to City Council.

The scope of the financial policies include the City's investment, debt and continuing disclosure policies covering areas such as accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

- a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and
- b. determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

- A. **FINANCE COMMITTEE.** The Finance Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee will meet at least quarterly. The committee will report to the City Council on the next Regular City Council meeting. The function of the committee will be:
 - 1) Fiscal policy review
 - 2) Auditor selection recommendation
 - 3) Investment and Debt policy review and guidance
 - 4) Long-range planning
- B. **ANNUAL REVIEW.** Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.
- C. **IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW.** The Finance Director will be responsible for implementing these policies and will, to the best

of his or her knowledge, make the City Manager, Finance Committee and the City Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charter, state laws and/or ethics of the profession.

III. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

- A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Fiscal Officer and the head of the administrative branch of the City government. The City Manager may delegate some or all of the financial administration but will maintain supervisory authority over all functions as specified in the City's Charter Article VII, Section 68.
- B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.
- 1) Qualifications of the Auditor. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants ("auditor").
 - 2) Auditor Repute. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, holding a license under Article 41a-1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.
 - 3) Timing. The auditor's report on the City's financial statements will be completed within 180 days of the City's fiscal year end.
 - 4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will review the management letter with Management and the Finance Committee. The Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the review.

- 5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the Auditor considers such communication necessary to fulfill its legal and professional responsibilities.
- 6) Rotation of Auditor. The City will not require an auditor rotation, but will circulate requests for proposal for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year to year authorization to continue shall be done by July 1st of each year.

C. FINANCIAL REPORTING.

- 1) External Reporting.
 - a. Scope. The Annual Comprehensive Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).
 - b. Timing. The Report shall be presented to the Council within 180 calendar days of the City's fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.
 - c. Awards. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting.

Internal Reporting. The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies. IV. OPERATING BUDGET.

- A. PREPARATION. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds and Proprietary Funds.

- 1) Budgetary Process. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The budget should be presented to the City Council between 60 and 90 days prior to fiscal year end, and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.

- 2) Awards. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.
- 3) Basis of Budgeting. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.
- 4) Financial Forecast. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.
- 5) Proposed Budget Format. A proposed budget shall be prepared by the Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.
- 6) Council Participation. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.
- 7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final action on or before the last day of the fiscal year, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council.
- 8) Amending the Official Budget. The council may amend the budget for municipal purposes in accordance with state law.

- 9) Encumbrances. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current year. For Encumbrances that are brought forward from the previous year, budgets will be adjusted by the encumbered amount in the current year.
- B. **BALANCED BUDGET**. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be discussed with City Council during the budget process.
- C. **REPORTING**. Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary financial reports will be presented to the departments within 10 business days. City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September).
- D. **ACTIVITY INDICATORS AND STATISTICS**. Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.
- E. **OPERATING POSITION**. The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios (IX.A. through F.).

V. **REVENUE MANAGEMENT**.

- A. The City will strive for the following optimum characteristics in its revenue system:
- 1) **SIMPLICITY**. The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue source.
 - 2) **CERTAINTY**. A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.
 - 3) **EQUITY**. The City shall make every effort to maintain, equity in its revenue system structure; i.e., the City shall seek to minimize or eliminate all forms of subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system; i.e., the revenue

base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

- 4) ADMINISTRATION. The benefits of a revenue will exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.
 - 5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue source due to changes in the economy and variations in weather, a diversified revenue system will be maintained to provide stability.
 - 6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, grants and restricted revenues shall be pursued on a cost-benefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted to comply with the laws, regulations, and guidance of the grantor.
- B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:
- 1) COST/BENEFIT OF ABATEMENT. The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.
 - 2) NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.
 - 3) PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Appraisal District and Tarrant County Appraisal District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.

A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the

attorney's contract with the City. Annual performance criteria will be developed for the attorney.

- 4) **INTEREST INCOME.** Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the cash balance of the fund from which monies were provided to be invested.
- 5) **USER-BASED FEES AND SERVICE CHARGES.** For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.
- 6) **UTILITY RATES.** The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:
 - a. General and Administrative Charge. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.
 - b. Franchise payment. A rate consistent with those charged to private utilities will be charged to the Utility Fund. This rate may be either raised or lowered so as to be consistent with those of the private utilities.
 - c. Payment in lieu of Property Tax (PILOT). A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value will be used as a basis, barring absence of known market value. The existing tax rate will be applied to this base to determine the PILOT charge.
- 7) **REVENUE MONITORING.** Revenues received will be compared to budgeted revenues throughout the fiscal year and significant variances will be investigated.

VI. EXPENDITURE CONTROL

- A. **APPROPRIATIONS.** The level of budgetary control is at the Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council. Budget appropriations at lower levels of control, which is defined as transfers, shall be made in accordance with the applicable administrative procedures.
- B. **AMENDMENTS TO THE BUDGET.** In accordance with the City Charter, all budget amendments shall be approved by the Council.
- C. **CENTRAL CONTROL.** No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.
- D. **PURCHASING.** All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with Charter provisions, purchases and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.
- E. **PROMPT PAYMENT.** All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance of Government Code Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2251.021 and other related state and local government laws and regulations.
- F. **EQUIPMENT FINANCING.** Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is \$5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.
- G. **RISK MANAGEMENT.** The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.
- H. **AUTHORIZATION OF PAYMENT.** Two signatures are required to conduct business on behalf of the City of Burleson, Texas. Both the City Manager and the Director

of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact business on behalf of the City Manager are the City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance and Controller.

I. AUTHORIZATION OF WIRE TRANSFERS BY THE CITY.

1. In general, attachments A through D to this Policy are as follows:

- a. Attachment "A" List of authorized individuals who may approve wire transfers.
- b. Attachment "B" Designation of Custodial/Safekeeping Agent.
- c. Attachment "C" List of authorized Investment Pools.
- d. Attachment "D" List of authorized Paying Agents.

Changes to attachments for revisions, additions, or deletions to any of the designations on Attachment "A", "B", "C" and "D" shall require the approval of two individuals listed on Group B as listed on Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regular scheduled meeting.

2. SECURITY PURCHASES.

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers associated with security purchases.
- b. All security purchases shall be executed "delivery vs. payment."
- c. Any change in the City's custodial relationship must be approved by two individuals designated in Group B of Attachment "A".

3. INVESTMENT POOLS

- a. Two employees designated on Group A of Attachment "A" must approve wire transfers to designated investment pools.
- b. Any revision, addition or deletions to the list of designated investment pools shall require the approval of two individuals designated in Group B of Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regularly scheduled meeting.

4. PAYING AGENTS

- a. Two individuals designated on Group A of Attachment "A" must approve wire transfers to designated paying agents.
- b. Any revision, addition or deletion to the list of designated paying agents will require the approval of two individuals designated in Group B of Attachment "A". Such approval shall not be necessary when supplementary information unrelated to the accounts varies. For example, the paying agent may request that the wire include a notation that the transaction is to the attention of a certain individual. So long as the wire is the benefit of an authorized account, such clarifying information is permissible. Copies of additions, deletions, and changes will be provided to the Finance Committee at their regular scheduled meeting.

5. MISCELLANEOUS

- a. Wire transfers to any party not involving a security purchase destined for custodial safekeeping with an approved organization, or to an authorized investment pool, or to an authorized paying agent, shall require the approval of two authorized individuals in Group B of Attachment "A". Copies of such transactions will be provided to the Finance Committee at their next regularly scheduled meeting.

VII. ASSET MANAGEMENT

- A. INVESTMENTS. The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.
- B. CASH MANAGEMENT. The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.
- C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for, and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials. The cost or value of any such acquisition must be \$5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.

- D. DEPOSITORIES The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality, hereby authorizes the consideration of applications of depositories not doing business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

VIII. CAPITAL BUDGET AND PROGRAM

- A. PREPARATION. The City will develop a 5 year capital improvement plan (CIP) to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually. The 5 year CIP will be prepared by Department Director and presented to City council during the budget process. Finance Director will work closely with Department to ensure funding capacity is available.
- B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by City Council will be closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on type of project and source of funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.
- C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.
- D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.
- E. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.

- F. REPORTING. Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager. Summary capital projects status reports should be presented to the City Council quarterly.

IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

- A. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS). The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Paragraph B, following.

- B. OPERATING RESERVES/FUND BALANCES

- a. Governmental funds of the City of Burleson shall be defined as follows:

- 1) General Fund The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.
- 2) Special Revenue Funds Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.
- 3) Capital Projects Funds Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital

projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

- 4) Debt Service Funds Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.
- 2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:
 - 1) GENERAL FUND
 - 2) DEBT SERVICE FUNDS RESTRICTED
 - 3) SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED
 - 4) CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED
 - 3) CAPITAL PROJECT FUNDS BONDED – RESTRICTED Order of expenditure -- When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.
 - 4) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.
 - 5) The Water and Wastewater Fund working capital should be maintained at least at 20% of total operating expenditures or the equivalent of 73 days.
 - 6) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.

C. CAPITAL AND DEBT SERVICE FUNDS

- 1) Items in the Capital Projects Funds will be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.

- 2) General Obligation Debt Service Funds will not have reserves.
The policy above does not preclude the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance requirements are to maintain these debt service reserves at the level of the average annual debt service.
- 3) Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.
- 4) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

X. TREASURY AND DEBT MANAGEMENT

- A. CASH MANAGEMENT. Periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarifies acceptable investment securities, brokers, terms, and other pertinent investment information.

- B. DEBT MANAGEMENT. The City's Debt Management Policy establishes parameters and provides guidance governing the issuance, management, continuous evaluation of and reporting on all debt obligations issued by the City, and to provide for the preparation and implementation necessary to ensure compliance and conformity with this policy.

XI. INTERNAL CONTROLS

- A. WRITTEN PROCEDURES. Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash

handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

- B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and manager are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:
- 1) Data and information published either internally or externally is accurate, reliable, complete, and timely.
 - 2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
 - 3) The City's resources including its people, systems, data/information, assets, and citizens are adequately protected.
 - 4) Resources are acquired economically and employed effectively.
 - 5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible to ensure that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

XII. STAFFING AND TRAINING

- A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.
- B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.
- C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvements resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of

Texas.

The City will strive to maintain a high level of excellence in its accounting policies and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, the City will submit its annual budget to GFOA for consideration for Distinguished Budget Award, and submit Investment Policy to obtain the Certificate of Distinction from the Government Treasurers' Organization of Texas.

- D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy to understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.

ATTACHMENT A – AUTHORIZED INDIVIDUALS FOR WIRE TRANSFERS

Any **two** individuals listed below are hereby authorized to:

1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
2. Execute wire transfers to approved investment pools and paying agents.
3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent. .

Revisions will be provided to the Finance Committee at the next scheduled meeting.

Director of Finance

City Manager

Deputy City Manager

Assistant Finance Director

Controller

Chief Accountant

Senior Accountant

Supervisory Accountant

ATTACHMENT B – CUSTODIAL (SAFEKEEPING) AGENT

American National Bank of Texas
ABA = 111901519 (routing)
FAO = For Account of – City of Burleson

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

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ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY

ARTICLE I PURPOSE AND SCOPE

SECTION 1.01 DEFINITIONS.

The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

SECTION 1.02 PURPOSE OF POLICY.

- (a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.
- (b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

SECTION 1.03 SCOPE OF POLICY.

This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

ARTICLE II DEFINITIONS

SECTION 2.01 DEFINED TERMS.

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY

"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of \$1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at <https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf>.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at <https://www.sec.gov/news/studies/2012/munireport073112.pdf>.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

ARTICLE III

DISCLOSURE OFFICER; RECORD RETENTION; TRAINING

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY

SECTION 3.01 DISCLOSURE OFFICER.

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.

- (a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.

- (b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:
 - i. Offering Documents;
 - ii. Audited and unaudited financial statements, including notes to such statements;
 - iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;
 - iv. Adopted annual budgets and amendments thereto;
 - v. Continuing Disclosure Undertakings; and
 - vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

- (c) Solicitation of Relevant Information. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.

- (d) Public Statements Regarding Financial Information. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

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- (e) Issuance of Debt Obligations. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

- (f) Determination of Material Information. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.¹

SECTION 3.03 RECORD RETENTION.

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

SECTION 3.04 TRAINING.

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

ARTICLE IV

ANNUAL DISCLOSURE FILINGS

SECTION 4.01 ANNUAL DISCLOSURE FILINGS.

¹ The general materiality standard used by the United States Supreme Court. See TSC Industries, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

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The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

ARTICLE V

DISCLOSURE FILINGS FOR EVENT NOTICES

SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.

- (a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:

- (15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

- (b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:
- i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;
 - ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation;
 - iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business;

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- iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;
- v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;
- vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;
- vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;
- viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;
- ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or
- x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

- (c) Determination of Material Event 15. If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

- i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof;
- ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;
- iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

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- iv. The length of time that the Financial Obligation is to remain outstanding; and
- v. Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer.

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

- (d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.
- (e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.
- (f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.
- (g) Subjecting Debt Obligations to Annual Appropriation not Determinative. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.
- (h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:

- i. The date of incurrence;

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- ii. Principal amount;
- iii. Maturity and amortization;
- iv. Interest rate, if fixed, or method of computation and any default rates, if variable; or
- v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders that set forth the material terms of the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

SECTION 5.03 EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.

- (a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:
 - (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

- (b) Reflection of Financial Difficulty of Obligated Person. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.
- (c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:
 - i. Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;
 - ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;
 - iii. A modification of terms that reflects financial difficulties of the Issuer;

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- iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and
 - v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.
- (d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:
- i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;
 - ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;
 - iii. A description of the Issuer's current financial status; and
 - iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 ANNUAL REVIEW.

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

SECTION 6.02 AMENDMENTS TO POLICY.

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

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EXHIBIT A

LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).¹

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

- i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;
- ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term;
- iii. The term of the lease is greater than 75% of the useful life of the leased asset; or
- iv. The present value of the lease payment is greater than 90% of the leased asset's fair market value.

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

II. Determining Factors for Materiality of Leases that Constitute Financial Obligations

¹ Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

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Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

- i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);
- ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;
- iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;
- iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;
- v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or
- vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

III. Communication Amongst Departments Once Leases are Incurred

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Person's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow

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money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

Financial Summaries

THE CITY OF
BURLESON
TEXAS

**BUDGET SUMMARY
BY FUND**

	2022-2023 Actual	2023-2024 Original Budget	2023-2024 Revised Budget	2024-2025 Budget	2023-2024/ 2024-2025 Change
REVENUES					
GENERAL FUND	\$ 52,503,105	\$ 58,001,098	\$ 58,001,098	\$ 64,042,836	10.42%
DEBT SERVICE FUND - GENERAL*	\$ 10,537,078	\$ 10,646,013	\$ 10,646,013	\$ 18,327,139	72.15%
MEDICAL TRANSPORT	\$ -	\$ 1,650,000	\$ 1,650,000	\$ 2,614,727	58.47%
BCBD 4A SALES TAX SRF	\$ 7,848,007	\$ 10,359,138	\$ 10,359,138	\$ 10,395,414	0.35%
BCBD 4B SALES TAX SRF	\$ 7,543,720	\$ 7,724,397	\$ 7,724,397	\$ 7,815,306	1.18%
PARKS PERFORMANCE FUND	\$ 5,495,460	\$ 5,660,284	\$ 5,660,284	\$ 5,633,995	-0.46%
HOTEL/MOTEL TAX FUND	\$ 606,520	\$ 516,809	\$ 516,809	\$ 530,000	2.55%
BURLESON TIF #2	\$ 1,124,206	\$ 1,236,589	\$ 1,236,589	\$ 1,362,673	10.20%
BURLESON PID #1	\$ 135,022	\$ 89,500	\$ 89,500	\$ 111,230	24.28%
BURLESON PID #2	\$ 410	\$ 8,000	\$ 8,000	\$ 8,000	0.00%
CABLE FRANCHISE PEG SRF	\$ 46,531	\$ 51,200	\$ 51,200	\$ 42,000	-17.97%
MC JUVENILE CASE MGR SRF	\$ 24,332	\$ 26,200	\$ 26,200	\$ 26,450	0.95%
MC BLDG SECURITY SRF	\$ 26,948	\$ 28,000	\$ 28,000	\$ 28,750	2.68%
MC TECHNOLOGY SRF	\$ 15,087	\$ 32,000	\$ 32,000	\$ 21,085	-34.11%
OTHER SPECIAL REVENUE FUNDS	\$ 71,203	\$ 56,500	\$ 56,500	\$ 56,500	0.00%
WATER & WASTEWATER FUND	\$ 27,114,878	\$ 27,696,224	\$ 27,696,224	\$ 29,943,590	8.11%
HIDDEN CREEK GOLF COURSE	\$ 3,262,028	\$ 3,420,226	\$ 3,420,226	\$ 3,560,279	4.09%
EQUIPMENT SERVICE FUND	\$ 2,049,990	\$ 2,325,024	\$ 2,325,024	\$ 2,400,790	3.26%
EQPT REPL - GOVERNMENTAL	\$ 2,811,791	\$ 1,699,463	\$ 1,699,463	\$ 1,913,190	12.58%
EQP REPL - PROPRIETARY	\$ 502,099	\$ 505,000	\$ 505,000	\$ 605,636	19.93%
SUPPORT SERVICES FUND	\$ 5,689,733	\$ 6,724,089	\$ 6,724,089	\$ 6,648,060	-1.13%
SOLID WASTE FUND	\$ 4,323,806	\$ 4,195,273	\$ 4,195,273	\$ 4,797,841	14.36%
CEMETERY OPERATIONS FUND	\$ 56,879	\$ 27,000	\$ 27,000	\$ 63,500	135.19%
CEMETERY ENDOWMENT FUND	\$ 10,975	\$ 7,500	\$ 7,500	\$ 13,500	80.00%
HEALTH INSURANCE FUND	\$ 6,757,610	\$ 6,365,900	\$ 6,365,900	\$ 7,367,403	15.73%
STREET MAINTENANCE FUND	\$ -	\$ -	\$ -	\$ 1,665,833	
TOTAL REVENUES	\$ 138,557,418	\$ 149,051,427	\$ 149,051,427	\$ 169,995,727	14.05%

	2022-2023 Actual	2023-2024 Original Budget	2023-2024 Revised Budget	2024-2025 Budget	2023-2024/ 2024-2025 Change
EXPENDITURES					
GENERAL FUND	\$ 55,694,687	\$ 61,172,604	\$ 60,770,613	\$ 63,267,928	4.11%
DEBT SERVICE FUND - GENERAL*	\$ 7,727,654	\$ 8,629,740	\$ 8,629,740	\$ 20,772,166	140.70%
MEDICAL TRANSPORT	\$ 224,612	\$ 179,833	\$ 296,885	\$ 2,604,333	777.22%
BCBD 4A SALES TAX SRF	\$ 3,563,121	\$ 9,113,818	\$ 9,615,140	\$ 10,976,718	14.16%
BCBD 4B SALES TAX SRF	\$ 8,778,788	\$ 8,080,943	\$ 8,081,757	\$ 8,381,605	3.71%
PARKS PERFORMANCE FUND	\$ 5,495,460	\$ 5,660,284	\$ 5,660,284	\$ 5,633,995	-0.46%
HOTEL/MOTEL TAX FUND	\$ 1,222,385	\$ 544,540	\$ 544,540	\$ 574,393	5.48%
BURLESON TIF #2	\$ 1,775,911	\$ 1,327,952	\$ 1,327,951	\$ 1,213,341	-8.63%
BURLESON PID #1	\$ 12,138	\$ 62,353	\$ 62,353	\$ 62,420	0.11%
BURLESON PID #2	\$ 355	\$ 7,604	\$ 7,604	\$ 7,620	0.21%
CABLE FRANCHISE PEG SRF	\$ 8,066	\$ 45,540	\$ 45,540	\$ 90,560	98.86%
MC JUVENILE CASE MGR SRF	\$ 40,341	\$ 40,529	\$ 40,529	\$ 31,000	-23.51%
MC BLDG SECURITY SRF	\$ 12,406	\$ 39,671	\$ 39,671	\$ 10,420	-73.73%
MC TECHNOLOGY SRF	\$ 38,182	\$ 52,742	\$ 52,742	\$ 2,340	-95.56%
OTHER SPECIAL REVENUE FUNDS	\$ 63,251	\$ 91,177	\$ 91,177	\$ 91,720	0.60%
WATER & WASTEWATER FUND	\$ 26,592,937	\$ 27,977,743	\$ 28,919,918	\$ 29,824,167	3.13%
HIDDEN CREEK GOLF COURSE	\$ 3,262,028	\$ 3,420,226	\$ 3,552,292	\$ 3,560,279	0.22%
EQUIPMENT SERVICE FUND	\$ 1,885,826	\$ 2,107,627	\$ 2,107,627	\$ 2,366,406	12.28%
EQPT REPL - GOVERNMENTAL	\$ 2,413,703	\$ 1,158,543	\$ 1,812,929	\$ 1,064,188	-41.30%
EQP REPL - PROPRIETARY	\$ 751,339	\$ 445,295	\$ 1,405,751	\$ 207,361	-85.25%
SUPPORT SERVICES FUND	\$ 5,695,955	\$ 7,155,162	\$ 6,621,378	\$ 6,641,932	0.31%
SOLID WASTE FUND	\$ 4,030,620	\$ 4,327,057	\$ 4,327,057	\$ 4,704,493	8.72%
CEMETERY OPERATIONS FUND	\$ 15,164	\$ 22,361	\$ 22,361	\$ 33,330	49.05%
CEMETERY ENDOWMENT FUND	\$ -	\$ -	\$ -	\$ -	
HEALTH INSURANCE FUND	\$ 7,121,247	\$ 6,866,688	\$ 6,866,688	\$ 7,184,423	4.63%
STREET MAINTENANCE FUND	\$ -	\$ -	\$ -	\$ 1,665,833	
TOTAL OPERATING EXPENDITURES	\$ 136,426,176	\$ 148,530,032	\$ 150,902,527	\$ 170,972,971	13.30%
CAPITAL PROJECTS- GOVERNMENTAL		\$ 70,367,850	\$ 71,213,750	\$ 55,724,341	-21.75%
CAPITAL PROJECTS- PROPRIETARY		\$ 27,071,182	\$ 27,071,182	\$ 29,467,018	8.85%
TOTAL CAPITAL EXPENDITURES		\$ 97,439,032	\$ 98,284,932	\$ 85,191,359	-13.32%
TOTAL EXPENDITURES	\$ 136,426,176	\$ 245,969,064	\$ 249,187,459	\$ 256,164,330	2.80%

*In FY24-25 the city combined the debt service for General Government, 4A, and 4B.

MAJOR GOVERNMENTAL FUND GENERAL FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 21,924,165	\$ 18,495,600	\$ 18,495,600	\$ 17,421,851
Revenues				
Property Taxes	23,636,639	26,745,080	26,745,080	30,111,223
Sales & Use Taxes	14,902,992	15,394,411	15,394,411	15,503,578
Franchise Fees	3,951,759	4,178,570	4,178,570	4,254,115
License, Permit & Fee	1,552,214	1,678,255	1,678,255	1,554,968
Fines	829,619	955,000	955,000	853,000
Charges For Services	259,452	418,500	418,500	290,300
Intergovernmental	8,500	974,840	974,840	999,322
Investment Earnings	994,899	750,000	750,000	600,000
Miscellaneous	559,444	607,000	607,000	600,045
Oper Grant & Contr	1,090,549	1,106,595	1,106,595	1,078,614
Ofs-Sale Of Capital	16,140	7,500	7,500	1,200,000
Administrative Allocation	3,846,660	3,677,386	3,677,386	3,774,050
Transfer In	854,238	1,507,961	1,507,961	3,223,621
Total Revenues	52,503,105	58,001,098	58,001,098	64,042,836
Expenditures				
Salaries	28,205,892	30,137,633	29,987,308	30,421,633
Benefits	11,651,531	12,558,308	12,705,477	12,725,817
Reimb Personnel	(2,294,752)	(2,525,941)	(2,019,658)	-
Personnel Development	624,273	687,164	611,497	576,302
Supplies	888,135	1,307,512	1,294,370	969,376
Minor Furn & Equip	566,611	583,828	475,021	712,814
Outside Services	1,898,260	2,217,324	2,051,635	2,598,551
Infr Maint & Repair	1,690,945	2,270,459	2,875,568	1,438,903
Equip Maint & Repair	95,104	97,907	79,221	93,680
Utilities	1,578,902	1,353,303	1,570,784	1,718,393
Contribution To Isf	7,216,039	6,862,471	6,836,605	7,501,210
Claims And Insurance	330,386	345,000	418,881	454,633
Misc	762,223	1,033,915	1,672,902	1,120,708
Eco Dev Incentive	1,888,814	1,200,000	948,920	957,070
Debt Service Charges	76,005	76,005	76,005	76,005
Capital Expenditures	238,740	402,220	586,077	257,000
Transfers Out	277,579	2,565,496	600,000	1,645,833
Total Expenditures	55,694,687	61,172,604	60,770,613	63,267,928
*Medical Transport reporting was rolled into GF in FY 22-23	236,983			
Change in fund balance	(3,428,565)	(3,171,506)	(2,769,515)	774,908
Ending fund balance/ working capital	\$ 18,495,600	\$ 15,324,094	\$ 15,726,085	\$ 18,196,759

	MAJOR GOVERNMENTAL FUND GENERAL DEBT SERVICE FUND			
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 2,682,954	\$ 5,492,378	\$ 5,492,378	\$ 6,545,650
Revenues				
Property Taxes Total	9,704,714	9,843,000	9,843,000	10,322,724
Investment Earnings Total	213,422	150,000	150,000	150,000
Bonds Total	-	-	-	-
Transfer In Total	618,942	653,013	653,013	7,854,415
Total Revenues	10,537,078	10,646,013	10,646,013	18,327,139
Expenditures				
Debt Service Charges Total	7,727,330	8,629,064	8,629,064	20,771,466
Cost Allocation Exp Total	324	676	676	700
Total Expenditures	7,727,654	8,629,740	8,629,740	20,772,166
Change in fund balance	2,809,424	2,016,273	2,016,273	(2,445,027)
Ending fund balance/ working capital	\$ 5,492,378	\$ 7,508,651	\$ 7,508,651	\$ 4,100,623

MAJOR GOVERNMENTAL FUND 4A SALES TAX REVENUE				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 1,148,511	\$ 5,433,397	\$ 5,433,397	\$ 6,295,522
Revenues				
Sales & Use Taxes	7,347,726	7,594,138	7,594,138	7,643,839
Investment Earnings	161,674	100,000	100,000	75,000
Miscellaneous	338,607	290,000	290,000	301,575
Ofs-Sale Of Capital	-	2,375,000	2,375,000	2,375,000
Total Revenues	7,848,007	10,359,138	10,359,138	10,395,414
Expenditures				
Salaries	308,555	328,235	353,288	524,266
Benefits	148,378	147,518	155,268	216,859
Reimb Personnel	52,992	92,246	92,246	-
Personnel Developmnt	20,486	45,925	45,925	87,175
Misc	316,846	378,669	378,669	296,500
Supplies	1,659	6,000	6,000	8,750
Minor Furn & Equip	-	-	-	1,500
Outside Services	83,992	430,250	430,250	144,067
Infr Maint & Repair	2,772	30,000	30,000	27,500
Utilities	16,334	29,041	37,121	26,885
Contribution To Isf	139,744	220,674	220,674	463,220
Economic Development Incentives	201,761	4,491,060	4,491,060	4,755,900
Cost Allocation Exp	176,925	156,564	156,564	161,260
Tranfers Out		-	-	-
Transfer Out	5,000	-	-	-
Capital	261,169	-	-	-
Transfer to GF	-	-	-	136,109
Debt	1,826,508	2,757,636	3,218,075	4,126,727
Total Expenditures	3,563,121	9,113,818	9,615,140	10,976,718
Change in fund balance	4,284,886	1,245,320	743,998	(581,304)
Ending fund balance/ working capital	\$ 5,433,397	\$ 6,678,717	\$ 6,177,395	\$ 5,714,218

MAJOR GOVERNMENTAL FUND				
4A SALES TAX REVENUE				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ 1,148,511	\$ 5,433,397	\$ 5,433,397	\$ 6,295,522
Revenues				
Sales & Use Taxes	7,347,726	7,594,138	7,594,138	7,643,839
Investment Earnings	161,674	100,000	100,000	75,000
Miscellaneous	338,607	290,000	290,000	301,575
Ofs-Sale Of Capital	-	2,375,000	2,375,000	2,375,000
Total Revenues	7,848,007	10,359,138	10,359,138	10,395,414
Expenditures				
Salaries	308,555	328,235	353,288	524,266
Benefits	148,378	147,518	155,268	216,859
Reimb Personnel	52,992	92,246	92,246	-
Personnel Development	20,486	45,925	45,925	87,175
Misc	316,846	4,869,729	4,869,729	296,500
Supplies	1,659	6,000	6,000	8,750
Minor Furn & Equip	-	-	-	1,500
Outside Services	83,992	430,250	430,250	144,067
Infr Maint & Repair	2,772	30,000	30,000	27,500
Utilities	16,334	29,041	37,121	26,885
Contribution To Isf	139,744	220,674	220,674	463,220
Economic Development Incentives	201,761	4,491,060	4,491,060	4,755,900
Cost Allocation Exp	176,925	156,564	156,564	161,260
Transfers Out	2,092,677	2,757,636	3,218,075	4,262,836
Total Expenditures	3,563,121	9,113,818	9,615,140	10,976,718
Change in fund balance	4,284,886	1,245,320	743,998	(581,304)
Ending fund balance/ working capital	\$ 5,433,397	\$ 6,678,717	\$ 6,177,395	\$ 5,714,218

MAJOR GOVERNMENTAL FUND 4B SALES TAX REVENUE				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ 6,575,122	\$ 5,340,054	\$ 5,340,054	\$ 5,035,601
Revenues				
Sales & Use Taxes	7,347,726	7,594,138	7,594,138	7,643,839
Investment Earnings	154,234	90,000	90,000	130,000
Miscellaneous	41,759	40,259	40,259	41,467
Total Revenues	7,543,720	7,724,397	7,724,397	7,815,306
Expenditures				
Salaries	241,864	259,020	259,020	253,462
Benefits	88,730	94,028	94,028	94,271
Personnel Development	4,116	5,805	4,865	4,865
Supplies	449	900	900	900
Minor Furn & Equip	24,453	20,000	20,000	32,000
Outside Services	6,881	9,225	9,225	20,000
Infr Maint & Repair	97,704	-	-	-
Utilities	1,163	-	51,067	52,600
Contribution To Isf	54,440	30,592	30,592	36,510
Misc	148,729	100,000	168,940	143,940
Cost Allocation Exp	153,109	102,250	102,250	105,320
Capital Expenditures	-	50,000	50,000	50,000
Economic Development Incentives	-	501,667	810,000	136,150
Transfers Out				
PPF	3,145,191	3,453,234	3,453,234	3,249,948
Debt	1,672,631	2,224,218	1,797,632	3,035,774
Capital	2,057,444	-	-	-
Golf	1,081,885	1,230,004	1,230,004	1,165,865
Total Expenditures	8,778,788	8,080,943	8,081,757	8,381,605
Change in fund balance	(1,235,068)	(356,546)	(357,360)	(566,299)
Ending fund balance/ working capital	\$ 5,340,054	\$ 4,983,508	\$ 4,982,694	\$ 4,469,302

MAJOR GOVERNMENTAL FUND PARKS PERFORMANCE FUND				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ -	\$ -	\$ -	\$ -
Revenues				
License, Permit & Fee	\$0	\$0	\$0	\$0
Charges For Services	\$2,331,533	\$2,194,990	\$2,194,990	\$2,369,627
Investment Earnings	\$14,117	\$10,000	\$10,000	\$10,300
Miscellaneous	\$4,618	\$2,060	\$2,060	\$4,120
Transfer In	\$3,145,191	\$3,453,234	\$3,453,234	\$3,249,948
Total Revenues	\$5,495,460	\$5,660,284	\$5,660,284	\$5,633,995
Expenditures				
Salaries	\$2,263,908	\$2,420,165	\$2,420,165	\$2,408,514
Benefits	\$662,218	\$705,794	\$705,794	\$703,766
Personnel Development	\$20,007	\$19,284	\$19,284	\$19,284
Miscellaneous	\$128,842	\$149,961	\$149,961	\$145,901
Supplies	\$196,664	\$197,747	\$197,747	\$184,547
Minor Furn & Equip	\$26,984	\$28,660	\$28,660	\$48,660
Outside Services	\$59,980	\$71,300	\$71,300	\$71,300
Infr Maint & Repair	\$370,252	\$233,954	\$233,954	\$253,954
Equip Maint & Repair	\$20,952	\$34,922	\$34,922	\$34,922
Utilities	\$550,992	\$544,407	\$544,407	\$557,996
Contribution To Isf	\$300,520	\$305,883	\$305,883	\$372,300
Claims And Insurance	\$82,113	\$80,609	\$80,609	\$110,345
Cost Allocation Exp	\$637,550	\$694,770	\$694,770	\$715,620
Capital Expenditures	\$174,480	\$172,828	\$172,828	\$6,886
Total Expenditures	\$5,495,460	\$5,660,284	\$5,660,284	\$5,633,995
Change in fund balance	\$ -	\$ -	\$ -	\$ -
Ending fund balance/ working capital	\$ -	\$ -	\$ -	\$ -

NON-MAJOR GOVERNMENTAL FUND HOTEL/MOTEL TAX FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 1,019,959	\$ 404,094	\$ 404,094	\$ 499,176
Revenues				
Hotel Occupancy Tax	\$ 583,802	\$ 481,809	\$ 481,809	\$ 515,000
Investment Earnings	\$ 13,318	\$ 15,000	\$ 15,000	\$ 10,000
Miscellaneous	\$ 9,400	\$ 20,000	\$ 20,000	\$ 5,000
Total Revenues	\$ 606,520	\$ 516,809	\$ 516,809	\$ 530,000
Expenditures				
Supplies	\$ -	\$ 237	\$ 237	\$ 237
Minor Furn & Equip	\$ -	\$ 1,530	\$ 1,530	\$ 1,530
Outside Services	\$ 73,425	\$ 127,100	\$ 127,100	\$ 122,100
Infr Maint & Repair	\$ 1,680	\$ 5,000	\$ 5,000	\$ 3,500
Utilities	\$ 1,889	\$ 2,750	\$ 2,750	\$ 10,706
Contribution To Isf	\$ 17,089	\$ 37,320	\$ 37,320	\$ 38,440
Misc	\$ 266,616	\$ 344,750	\$ 344,750	\$ 371,250
Cost Allocation Exp	\$ 19,349	\$ 25,853	\$ 25,853	\$ 26,630
Capital Expenditures	\$ 312,337	\$ -	\$ -	\$ -
Transfers Out	\$ 530,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,222,385	\$ 544,540	\$ 544,540	\$ 574,393
Change in fund balance	\$ (615,865)	\$ (27,731)	\$ (27,731)	\$ (44,393)
Ending fund balance/ working capital	\$ 404,094	\$ 376,363	\$ 376,363	\$ 454,783

NON-MAJOR GOVERNMENTAL FUND				
TIF 2				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL	REVISED	BUDGET
		BUDGET	BUDGET	
Beginning fund balance/ working capital	\$ 991,516	\$ 339,811	\$ 339,811	\$ 740,059
Revenues				
Property Taxes	1,076,556	1,192,589	1,192,589	1,327,673
Investment Earnings	26,969	30,000	30,000	25,000
Miscellaneous	20,681	14,000	14,000	10,000
Total Revenues	1,124,206	1,236,589	1,236,589	1,362,673
Expenditures				
Salaries	92,176	116,698	94,006	37,996
Benefits	21,514	23,434	14,125	3,352
Reimb Personnel	207,519	220,019	220,019	-
Minor Furn & Equip	333	16,800	16,800	16,800
Outside Services	1,088	-	-	-
Infr Maint & Repair	86,304	78,000	110,000	110,000
Equip Maint & Repair	-	1,500	1,500	1,500
Contribution To Isf	3,187	2,217	2,217	2,280
Economic Development Incentive	-	77,879	77,879	53,045
Misc	67,067	101,900	101,900	26,900
Cost Allocation ExpCapital	35,910	36,492	36,492	37,590
Expenditures	449,374	-	-	-
Transfers Out	811,439	653,013	653,013	923,878
Total Expenditures	1,775,911	1,327,952	1,327,951	1,213,341
Change in fund balance	(\$651,705)	(\$91,363)	(\$91,362)	\$149,332
Ending fund balance/ working capital	\$ 339,811	\$ 248,448	\$ 248,449	\$ 889,391

MAJOR GOVERNMENTAL FUND MEDICAL TRANSPORT				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ -	\$ (224,612)	\$ (224,612)	\$ 867,231
Revenues				
Charges For Services	-	1,650,000	1,650,000	1,960,251
Investment Earnings	-	-	-	40,000
Transfer In	-	-	-	614,476
Total Revenues	-	1,650,000	1,650,000	2,614,727
Expenditures				
Salaries	981,874	1,115,711	1,118,295	1,616,835
Benefits	402,086	469,053	479,100	723,116
Reimb Personnel	(1,256,462)	(1,500,000)	(1,500,000)	-
Supplies	63,927	-	134,442	103,814
Outside Services	33,187	95,000	65,048	95,048
Contribution To Isf	-	69	-	65,520
Total Expenditures	224,612	179,833	296,885	2,604,333
Change in fund balance	(224,612)	1,470,167	1,353,115	10,394
Ending fund balance/ working capital	\$ (224,612)	\$ 1,245,555	\$ 1,128,503	\$ 877,625

MAJOR GOVERNMENTAL FUND STREET MAINTENANCE FUND				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ -	\$ -	\$ -	\$ -
Revenues				
Investment Earnings	-	-	-	20,000
Transfer In	-	-	-	1,645,833
Total Revenues	-	-	-	1,665,833
Expenditures				
Supplies	-	-	-	-
Outside Services	-	-	-	-
Infr Maint & Repair	-	-	-	1,665,833
Equip Maint & Repair	-	-	-	-
Capital Expenditures	-	-	-	-
Transfers Out	-	-	-	-
Total Expenditures	-	-	-	1,665,833
Change in fund balance	-	-	-	-
Ending fund balance/ working capital	\$ -	\$ -	\$ -	\$ -

NON-MAJOR GOVERNMENTAL FUND PID #1 PANCHASARP FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 116,993	\$ 239,877	\$ 239,877	\$ 267,024
Revenues				
Assessment	121,551	85,000	85,000	101,230
Investment Earnings	8,603	4,500	4,500	10,000
Miscellaneous	4,868	-	-	-
Total Revenues	135,022	89,500	89,500	111,230
Expenditures				
Outside Services	10,556	60,000	60,000	60,000
Cost Allocation Exp	1,582	2,353	2,353	2,420
Total Expenditures	12,138	62,353	62,353	62,420
Change in fund balance	122,884	27,147	27,147	48,810
Ending fund balance/ working capital	\$ 239,877	\$ 267,024	\$ 267,024	\$ 315,834

NON-MAJOR GOVERNMENTAL FUND PID #2 CHISHOLM SUMMIT				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 7,573	\$ 7,628	\$ 7,628	\$ 8,024
Revenues				
Investment Earnings Total	410	500	500	500
Miscellaneous Total	-	7,500	7,500	7,500
Transfer In Total	-	-	-	-
Total Revenues	410	8,000	8,000	8,000
Expenditures				
Outside Services Total	-	7,000	7,000	7,000
Cost Allocation Exp Total	355	604	604	620
Total Expenditures	355	7,604	7,604	7,620
Change in fund balance	55	396	396	380
Ending fund balance/ working capital	\$ 7,628	\$ 8,024	\$ 8,024	\$ 8,404

NON-MAJOR GOVERNMENTAL FUND				
PEG SRF Fund				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL	REVISED	BUDGET
		BUDGET	BUDGET	
Beginning fund balance/ working capital	\$ 46,152	\$ 84,617	\$ 84,617	\$ 129,047
Revenues				
Assessment	43,894	50,000	50,000	38,000
Investment Earnings	2,637	1,200	1,200	4,000
Transfer In	-	-	-	-
Total Revenues	46,531	51,200	51,200	42,000
Expenditures				
Minor Furn & Equip	-	-	-	-
Utilities	3,767	5,000	5,000	-
Contribution To Isf	3,760	-	-	-
Cost Allocation Exp	539	540	540	560
Capital Expenditures	-	40,000	40,000	90,000
Transfers Out	-	-	-	-
Total Expenditures	8,066	45,540	45,540	90,560
Change in fund balance	38,465	5,660	5,660	(48,560)
Ending fund balance/ working capital	\$ 84,617	\$ 90,277	\$ 90,277	\$ 80,487

NON-MAJOR GOVERNMENTAL FUND JUVENILE CASE MANAGER FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 47,829	\$ 31,820	\$ 31,820	\$ 17,491
Revenues				
Fines	22,847	25,000	25,000	25,750
Investment Earnings	1,192	1,200	1,200	700
Transfer In	293	-	-	-
Total Revenue	24,332	26,200	26,200	26,450
Expenditures				
Personnel Development	1,641	1,000	1,000	1,000
Cost Allocation Exp	38,700	39,529	39,529	30,000
Total Expenditure	40,341	40,529	40,529	31,000
Change in fund balance	(16,009)	(14,329)	(14,329)	(4,550)
Ending fund balance/ working capital	\$ 31,820	\$ 17,491	\$ 17,491	\$ 12,941

NON-MAJOR GOVERNMENTAL FUND BUILDING SECURITY FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 101,588	\$ 116,130	\$ 116,130	\$ 134,913
Revenues				
Fines	22,093	25,000	25,000	25,750
Investment Earnings	4,855	3,000	3,000	3,000
Transfer In	-	-	-	-
Total Revenues	26,948	28,000	28,000	28,750
Expenditures				
Personnel Developmnt	-	-	-	3,500
Supplies	465	7,550	7,550	-
Minor Furn & Equip	-	25,400	25,400	5,150
Equip Maint & Repair	11,272	5,000	5,000	-
Cost Allocation Exp	669	1,721	1,721	1,770
Total Expenditures	12,406	39,671	39,671	10,420
Change in fund balance	14,542	(11,671)	(11,671)	18,330
Ending fund balance/ working capital	\$ 116,130	\$ 104,459	\$ 104,459	\$ 153,243

NON-MAJOR GOVERNMENTAL FUND COURT TECHNOLOGY FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 85,928	\$ 62,833	\$ 62,833	\$ 28,883
Revenues				
Fines	12,283	30,000	30,000	20,085
Investment Earnings	2,804	2,000	2,000	1,000
Total Revenue	15,087	32,000	32,000	21,085
Expenditures				
Personnel Development	6,497	7,000	7,000	-
Utilities	2,848	2,500	2,500	-
Contribution To Isf	27,594	40,970	40,970	-
Cost Allocation Exp	1,243	2,272	2,272	2,340
Total Expenditure	38,182	52,742	52,742	2,340
Change in fund balance	(23,095)	(20,742)	(20,742)	18,745
Ending fund balance/ working capital	\$ 62,833	\$ 42,091	\$ 42,091	\$ 47,628

	NON-MAJOR GOVERNMENTAL FUND OTHER SPECIAL REVENUE FUND			
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 91,257	\$ 99,209	\$ 99,209	\$ 64,532
Revenues				
Intergovernmental	5,612	6,500	6,500	6,500
Oper Grant & Contr	65,591	50,000	50,000	50,000
Total Revenues	71,203	56,500	56,500	56,500
Expenditures				
Personnel Development	5,612	10,000	10,000	10,000
Misc	45,598	46,000	46,000	46,000
Supplies	11,667	13,300	13,300	13,300
Minor Furn & Equip	374	3,000	3,000	3,000
Infr Maint & Repair	-	700	700	700
Cost Allocation Exp	-	18,177	18,177	18,720
Total Expenditures	63,251	91,177	91,177	91,720
Change in fund balance	7,952	(34,677)	(34,677)	(35,220)
Ending fund balance/ working capital	\$ 99,209	\$ 64,532	\$ 64,532	\$ 29,312

MAJOR GOVERNMENTAL FUND WATER & WASTEWATER FUND				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ 14,209,968	\$ 14,731,909	\$ 14,731,909	\$ 14,241,182
Revenues				
License,Permit & Fee	10,065	20,000	20,000	20,000
Charges For Services	24,250,256	25,688,063	25,688,063	28,308,689
Investment Earnings	849,486	450,000	450,000	450,000
Miscellaneous	858,810	41,422	41,422	43,922
Impact Fee	1,101,106	1,287,500	1,287,500	1,030,000
Administrative Allocation	-	-	-	44,000
Transfer In	45,155	209,239	209,239	46,979
Total Revenues	27,114,878	27,696,224	27,696,224	29,943,590
Expenditures				
Salaries	1,996,166	2,241,933	2,211,761	2,323,167
Benefits	938,870	1,007,166	990,792	1,102,643
Reimb Personnel	165,725	-	-	-
Personnel Development	61,490	59,322	59,322	41,056
Misc	1,099,335	1,421,415	1,416,041	1,423,335
Supplies	99,284	114,026	114,026	113,313
Minor Furn & Equip	52,266	47,566	47,566	38,500
Outside Services	10,031,201	10,033,057	10,976,085	12,125,186
Infr Maint & Repair	253,621	283,119	283,119	299,716
Equip Maint & Repair	37,548	36,764	36,764	33,500
Utilities	337,358	279,095	330,162	423,747
Contribution To Isf	1,532,421	1,894,723	1,894,723	2,109,150
Claims And Insurance	82,307	108,243	108,243	120,682
Debt Service Charges	1,947,746	7,401,282	7,401,282	6,963,230
Cost Allocation Exp	1,363,659	1,275,127	1,275,127	1,313,390
Capital Expenditures	383,816	611,944	611,944	263,500
Transfers Out	6,210,124	1,162,961	1,162,961	1,130,052
Total Expenditures	26,592,937	27,977,743	28,919,918	29,824,167
Change in fund balance	521,941	(281,519)	(1,223,694)	119,423
Ending fund balance/ working capital	\$ 14,731,909	\$ 14,450,390	\$ 13,508,215	\$ 14,360,605

MAJOR GOVERNMENTAL FUND				
HIDDEN CREEK GOLF COURSE FUND				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ -	\$ -	\$ -	\$ -
Revenues				
Charges For Services	2,176,344	2,184,207	2,184,207	2,388,414
Investment Earnings	498	1,500	1,500	1,500
Miscellaneous	98	4,500	4,500	4,500
Ofs-Sale Of Capital	4,200	-	-	-
Transfer In	1,081,885	1,230,019	1,230,019	1,165,865
Total Revenues	3,262,028	3,420,226	3,420,226	3,560,279
Expenditures				
Salaries	849,348	942,747	942,747	956,251
Benefits	445,326	442,530	442,530	474,505
Personnel Development	8,771	9,392	28,142	54,392
Supplies	107,316	90,950	120,700	123,950
Minor Furn & Equip	15,347	20,596	20,596	20,596
Outside Services	939	58,800	50,670	17,800
Infr Maint & Repair	122,120	83,100	83,100	49,950
Equip Maint & Repair	22,316	33,500	33,500	33,500
Utilities	117,852	94,996	94,996	145,006
Contribution To Isf	305,439	451,649	451,649	536,386
Claims And Insurance	16,523	20,797	20,797	22,079
Miscellaneous	459,919	392,725	426,491	428,866
Debt Service Charges	22,549	371,032	371,032	382,208
Cost Allocation Exp	307,641	279,860	279,860	288,260
Capital Expenditures	134,468	127,552	185,482	26,530
Transfers Out	326,154	-	-	-
Total Expenditures	3,262,028	3,420,226	3,552,292	3,560,279
Change in fund balance	-	-	(132,066)	-
Ending fund balance/ working capital	\$ -	\$ -	(132,066)	\$ -

MAJOR GOVERNMENTAL FUND EQUIPMENT SERVICE FUND				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ (215,907)	\$ (51,743)	\$ (51,743)	\$ 333,172
Revenues				
Contr From - Isf	2,048,860	2,325,024	2,325,024	2,394,790
Investment Earnings	303	-	-	6,000
Miscellaneous	827	-	-	-
Ofs-Sale Of Capital	-	-	-	-
Transfer In	-	-	-	-
Total Revenue	2,049,990	2,325,024	2,325,024	2,400,790
Expenditures				
Salaries	313,979	471,634	471,634	475,550
Benefits	148,963	224,233	224,233	227,880
Personnel Development	10,637	19,250	19,250	19,250
Supplies	7,865	19,707	19,707	49,707
Minor Furn & Equip	13,732	28,700	28,700	28,700
Outside Services	6,798	-	-	225,000
Equip Maint & Repair	599,465	490,203	490,203	386,703
Utilities	466,804	543,578	543,578	603,685
Contribution To Isf	82,277	105,821	105,821	148,660
Claims And Insurance	17,674	25,358	25,358	27,051
Misc	30,186	10,000	10,000	-
Cost Allocation Exp	187,446	169,143	169,143	174,220
Total Expenditures	1,885,826	2,107,627	2,107,627	2,366,406
Change in fund balance	164,164	217,397	217,397	34,384
Ending fund balance/ working capital	\$ (51,743)	\$ 165,654	\$ 165,654	\$ 367,556

MAJOR GOVERNMENTAL FUND EQUIPMENT REPLACEMENT FUND GOVERNMENTAL				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 3,533,000	\$ 3,931,088	\$ 3,931,088	\$ 3,817,622
Revenues				
Contr From - Isf	2,290,526	1,579,463	1,579,463	1,763,190
Investment Earnings	190,365	120,000	120,000	150,000
Miscellaneous	6,700	-	-	-
Ofs-Sale Of Capital	324,200	-	-	-
Total Revenue	2,811,791	1,699,463	1,699,463	1,913,190
Expenditures				
Cost Allocation Exp	4,658	3,664	3,664	3,770
Capital Expenditures	2,409,045	809,879	1,464,265	1,060,418
Transfers Out	-	345,000	345,000	-
Total Expenditure	2,413,703	1,158,543	1,812,929	1,064,188
Change in fund balance	398,088	540,920	(113,466)	849,002
Ending fund balance/ working capital	\$ 3,931,088	\$ 4,472,008	\$ 3,817,622	\$ 4,666,624

MAJOR GOVERNMENTAL FUND EQUIPMENT REPLACEMENT FUND PROP				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 1,310,240	\$ 1,061,000	\$ 1,061,000	\$ 160,249
Revenues				
Contr From - Isf	434,480	475,000	475,000	575,636
Investment Earnings	46,056	30,000	30,000	30,000
Miscellaneous	22,350	-	-	-
Ofs-Sale Of Capital	786	-	-	-
Total Revenues	502,099	505,000	505,000	605,636
Expenditures				
Cost Allocation Exp	1,336	2,023	2,023	-
Capital Expenditures	192,526	443,272	1,403,728	207,361
Transfers Out	557,477	-	-	-
Total Expenditures	751,339	445,295	1,405,751	207,361
Change in fund balance	(249,240)	59,705	(900,751)	398,275
Ending fund balance/ working capital	\$ 1,061,000	\$ 1,120,705	\$ 160,249	\$ 558,524

MAJOR GOVERNMENTAL FUND SUPPORT SERVICE FUND				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ 1,138,754	\$ 1,132,532	\$ 1,132,532	\$ 265,242
Revenues				
Contr From - Isf	4,907,917	5,548,089	5,548,089	6,540,060
Intergovernmental	143,086	146,000	146,000	73,000
Investment Earnings	44,639	30,000	30,000	35,000
Miscellaneous	6,991	-	-	-
Transfer In	587,100	1,000,000	1,000,000	-
Total Revenues	5,689,733	6,724,089	6,724,089	6,648,060
Expenditures				
Salaries	1,055,093	1,318,035	1,257,550	1,510,103
Benefits	369,285	515,900	482,607	598,272
Personnel Development	51,676	52,100	60,100	63,100
Supplies	3,845	6,750	6,750	6,750
Minor Furn & Equip	475,299	277,350	287,400	219,100
Outside Services	266,141	127,800	127,800	144,750
Equip Maint & Repair	2,046,826	2,896,483	2,676,938	3,803,858
Utilities	47,430	30,370	30,370	29,790
Claims And Insurance	1,748	2,795	2,795	3,061
Misc	2,577	-	-	148
Cost Allocation Exp	228,599	255,342	255,342	263,000
Capital Expenditures	1,147,436	1,672,237	1,433,726	-
Total Expenditures	5,695,955	7,155,162	6,621,378	6,641,932
Change in fund balance	(6,222)	(431,073)	102,711	6,128
Ending fund balance/ working capital	\$ 1,132,532	\$ 701,459	\$ 1,235,243	\$ 271,370

NON-MAJOR GOVERNMENTAL FUND SOLID WASTE FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 226,234	\$ 519,420	\$ 519,420	\$ 416,698
Revenues				
Charges For Services	3,459,241	4,175,273	4,175,273	4,777,841
Investment Earnings	29,509	20,000	20,000	20,000
Transfer In	835,056	-	-	-
Total Revenues	4,323,806	4,195,273	4,195,273	4,797,841
Expenditures				
Outside Services	3,494,697	3,233,446	3,812,423	4,066,550
Infr Maint & Repair	-	-	-	135,000
Utilities	10,921	8,032	8,032	11,440
Claims And Insurance	1,226	1,037	1,037	1,631
Misc	271,455	989,170	410,193	389,713
Cost Allocation Exp	207,166	51,629	51,629	53,180
Transfers Out	45,155	43,743	43,743	46,979
Total Expenditures	4,030,620	4,327,057	4,327,057	4,704,493
Change in fund balance	293,186	(131,784)	(131,784)	93,348
Ending fund balance/ working capital	\$ 519,420	\$ 387,636	\$ 387,636	\$ 510,046

NON-MAJOR GOVERNMENTAL FUND CEMETERY FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 301,649	\$ 343,364	\$ 343,364	\$ 396,153
Revenues				
Charges For Services	36,584	15,000	15,000	45,000
Investment Earnings	20,295	12,000	12,000	18,500
Total Revenues	56,879	27,000	27,000	63,500
Expenditures				
Outside Services	10,625	20,000	20,000	20,600
Infr Maint & Repair	864	1,000	1,000	1,030
Utilities	431	600	600	10,920
Cost Allocation Exp	3,244	761	761	780
Total Expenditures	15,164	22,361	22,361	33,330
Change in fund balance	41,715	4,639	4,639	30,170
Ending fund balance/ working capital	\$ 343,364	\$ 348,003	\$ 348,003	\$ 426,323

NON-MAJOR GOVERNMENTAL FUND CEMETERY ENDOWMENT FUND				
	2022-23	2023-24	2023-24	2024-25
	ACTUAL	ORIGINAL BUDGET	REVISED BUDGET	BUDGET
Beginning fund balance/ working capital	\$ 152,509	\$ 163,484	\$ 163,484	\$ 179,775
Revenues				
Charges For Services Total	10,975	7,500	7,500	13,500
Total Revenues	10,975	7,500	7,500	13,500
Expenditures				
Expenditures	-	-	-	-
Total Expenditures	-	-	-	-
Change in fund balance	10,975	7,500	7,500	13,500
Ending fund balance/ working capital	\$ 163,484	\$ 170,984	\$ 170,984	\$ 193,275

NON-MAJOR GOVERNMENTAL FUND HEALTH INSURANCE FUND				
	2022-23 ACTUAL	2023-24 ORIGINAL BUDGET	2023-24 REVISED BUDGET	2024-25 BUDGET
Beginning fund balance/ working capital	\$ 3,826,214	\$ 3,462,577	\$ 3,462,577	\$ 3,530,219
Revenues				
Contr Fr Hlth Ins Fd	6,035,795	6,155,900	6,155,900	7,267,403
Investment Earnings	135,941	85,000	85,000	100,000
Miscellaneous	252,607	-	-	-
Oper Grant & Contr	333,267	125,000	125,000	-
Total Revenues	6,757,610	6,365,900	6,365,900	7,367,403
Expenditures				
Benefits	418,880	420,000	420,000	-
Outside Services	51,953	49,400	49,400	-
Claims And Insurance	6,143,391	5,779,025	5,779,025	5,100,500
Misc	30,600	63,600	63,600	1,512,623
Cost Allocation Exp	476,423	554,663	554,663	571,300
Total Expenditures	7,121,247	6,866,688	6,866,688	7,184,423
Change in fund balance	(363,637)	(500,788)	(500,788)	182,980
Ending fund balance/ working capital	\$ 3,462,577	\$ 2,961,789	\$ 2,961,789	\$ 3,713,199

Capital & Debt

THE CITY OF
BURLESON
TEXAS

Five Year CIP Plan Summary

Category	2025	2026	2027	2028	2029	Total
General Government	\$46,414,811	\$38,689,293	\$8,706,901	\$4,347,953	\$14,443,000	\$112,601,958
4A - Economic Development	\$4,101,277	\$20,000,000	\$10,000,000	\$0	\$0	\$34,101,277
4B - Parks & Golf	\$4,701,675	\$1,121,190	\$3,797,765	\$918,225	\$1,536,000	\$12,074,855
TIF 2	\$506,578	\$0	\$0	\$0	\$0	\$506,578
Water and Sewer	\$29,467,018	\$46,263,183	\$16,193,792	\$17,947,881	\$17,918,516	\$127,790,390
Total	\$85,191,359	\$106,073,666	\$38,698,458	\$23,214,059	\$33,897,516	\$287,075,058
Available Funds (Cash/Other)	\$4,814,036	\$1,542,535	\$0	\$0	\$0	\$6,356,571
Bond Issuance	\$80,377,323	\$104,531,131	\$38,698,458	\$23,214,059	\$33,897,516	\$280,718,487

General Government Five Year CIP Plan

GO Bond Projects	2025	2026	2027	2028	2029	Total
Neighborhood Street Rebuilds	\$750,000	\$750,000	\$261,876	\$3,347,953		\$5,109,830
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$5,646,260					\$5,646,260
Police Expansion	\$13,607,500	\$16,409,500				\$30,017,000
SH174 Widening (Schematic & Environmental)		\$750,000				\$750,000
Hulen at Wilshire Intersection	\$200,000	\$1,501,027				\$1,701,027
Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	\$1,800,000	\$6,003,653				\$7,803,653
Elk, Hillside, & FM731- Ped. & Int. Improvements		\$204,871	\$403,834			\$608,705
Fire Station #4			\$2,500,000		\$13,443,000	\$15,943,000
FM 1902 and CR 910 Pedestrian Mobility		\$300,000	\$1,189,901			\$1,489,901
Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)			\$1,600,000			\$1,600,000
Additional Projects						
Police Expansion	\$6,293,000					\$6,293,000
Alsbury Ph. 1B -Candler to Hulen Outside Lanes	\$3,615,444					\$3,615,444
Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	\$2,116,276					\$2,116,276
Alsbury Ph. 3 -Widening to CR 914 (4A funded)	\$4,001,277					\$4,001,277
HULEN 4-LANE EXPANSION (additional costs to GO Bond ST2502)	\$2,267,711	\$11,770,242				\$14,037,953
Elk, Hillside, & FM731- Ped. & Int. Improvements			\$705,749			\$705,749
Additional Pavement Rehab	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Ellison & Wilson- Sidewalk ADA (TIF 2)	\$233,377					\$233,377
Old Town Lighting Improvements (Bransom & Bufford) (TIF 2)	\$273,201					\$273,201
Quiet Zone at Dobson Street and County Road 714			\$1,045,541			\$1,045,541
Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	\$1,660,765					\$1,660,765
Two Fire Engines & Equipment	\$2,600,000					\$2,600,000
Eight Storm Sirens	\$350,000					\$350,000
Funding Breakout						
GO BOND TOTAL	\$22,003,760	\$25,919,051	\$5,693,735	\$0	\$13,443,000	\$ 67,059,546
CO Capacity TOTAL	\$19,597,015	\$11,227,707	\$3,013,166	\$4,347,953	\$1,000,000	\$ 39,185,841
OTHER	\$4,814,036	\$1,542,535	\$0	\$0	\$0	\$ 6,356,571
Total all funding sources	\$46,414,811	\$38,689,293	\$8,706,901	\$4,347,953	\$14,443,000	\$112,601,958

4A, 4B, & TIF 2 Five Year CIP Plan

4A Projects	2025	2026	2027	2028	2029	Total
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,501,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
Future Project			\$10,000,000			\$10,000,000
Total	\$4,101,277	\$20,000,000	\$10,000,000	\$0	\$0	\$10,100,000

4B Projects	2025	2026	2027	2028	2029	Total
Bailey Lake			\$498,750			\$498,750
Bartlett				\$420,000		\$420,000
Centennial	\$525,000					\$525,000
Chisenhall					\$336,000	\$336,000
Heberle				\$336,000		\$336,000
Mistletoe Hill			\$585,000			\$585,000
Bathroom Additions		\$157,500		\$162,225		\$319,725
Chisenhall Field Turf	\$2,205,000					\$2,205,000
Adult Softball Fields			\$2,163,000			\$2,163,000
Shannon Creek Park	\$1,881,675					\$1,881,675
Community Park		\$540,750				\$540,750
BRiCk Roof Replacement					\$1,200,000	\$1,200,000
Dry Sauna		\$422,940				\$422,940
BRiCk Monument Sign			\$38,955			\$38,955
Greens Resurface at HCGC			\$417,375			\$417,375
Pond Renovation			\$94,685			\$94,685
Green Ribbon	\$90,000					\$90,000
Total	\$4,701,675	\$1,121,190	\$3,797,765	\$918,225	\$1,536,000	\$12,074,855

TIF 2 Projects	2025	2026	2027	2028	2029	Total
Ellison & Wilson- Sidewalk ADA	\$233,377					\$233,377
Old Town Lighting Improvements (Bransom & Bufford)	\$273,201					\$273,201
Total	\$506,578	\$0	\$0	\$0	\$0	\$506,578

Water & Sewer Five Year CIP Plan

Water Projects	2025	2026	2027	2028	2029	Total
Waterline Rehabilitation		\$350,000	\$2,500,000	\$350,000	\$2,500,000	\$5,700,000
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	\$15,913,678					\$15,913,678
12" Willow Creek Waterline Looping	\$837,619					\$837,619
Hulen Ground Storage Tank Rehabilitation		\$1,506,557				\$1,506,557
8" Village Creek and 8" CR 715 Water Line Looping	\$1,177,838					\$1,177,838
Mountain Valley EST and GST Demolition		\$84,395	\$752,333			\$836,728
16" Hulen Street Waterline	\$464,889	\$5,853,180				\$6,318,069
12" Waterline Loop for Mountain Valley	\$410,248	\$1,072,813				\$1,483,061
Offsite Water Supply from Fort Worth	\$2,193,995	\$13,486,298				\$15,680,293
New AMI / AMI Implementation	\$4,500,000					\$4,500,000
Hulen Pump Station Expansion			\$391,255	\$2,804,349		\$3,195,604
New Mountain Valley 0.75 MG EST			\$475,000	\$3,200,000		\$3,675,000
New 2023 W Masterplan Projects for Design			\$775,000	\$1,300,000		\$2,075,000
New 2023 W Masterplan Projects for Construction				\$3,300,000	\$3,500,000	\$6,800,000
Turkey Peak Elevated Storage Tank Rehabilitation			\$200,211	\$1,437,171		\$1,637,382
Hidden Creek Pkwy Tank Rehab			\$499,993			\$499,993
12" Water Line from Wilshire to John Jones (Future Hulen)				\$256,361	\$1,068,516	\$1,324,877
Additional Alsbury 1B (\$198,181) and Ph. 2 (\$108,000)	\$306,181					\$306,181
TOTAL	\$25,804,448	\$22,353,243	\$5,593,792	\$12,647,881	\$7,068,516	\$73,467,880

Sewer Projects	2025	2026	2027	2028	2029	Total
Sewer Line Rehabilitation		\$500,000	\$3,500,000	\$500,000	\$3,500,000	\$8,000,000
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	\$344,794	\$20,178,034				\$20,522,828
New AMI / AMI Implementation	\$3,000,000					\$3,000,000
New 2023 W Masterplan Projects for Design		\$950,000	\$1,600,000	\$1,300,000		\$3,850,000
New 2023 W Masterplan Projects for Construction			\$5,500,000	\$3,500,000	\$7,350,000	\$16,350,000
Parkview Dr Sewer Upsizing to 10"	\$139,285	\$1,000,558	\$0			\$1,139,843
12" Wastewater line Replacement in Village Creek Basin (Golf Course)	\$178,491	\$1,281,348				\$1,459,839
TOTAL	\$3,662,570	\$23,909,940	\$10,600,000	\$5,300,000	\$10,850,000	\$54,322,510

Total Water and Sewer Bond Funding	\$29,467,018	\$46,263,183	\$16,193,792	\$17,947,881	\$17,918,516	\$127,790,390
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TOTAL TAX SUPPORTED			
General Obligation Debt Service			
FYE	Principal	Interest	Total P&I
2024	5,547,391	2,437,242	7,984,633
2025	10,150,064	2,696,152	12,846,217
2026	5,411,938	2,444,063	7,856,001
2027	5,221,485	2,183,367	7,404,852
2028	4,889,448	1,937,835	6,827,284
2029	3,859,539	1,734,600	5,594,139
2030	4,032,543	1,559,506	5,592,049
2031	3,592,004	1,392,976	4,984,980
2032	3,756,778	1,235,408	4,992,186
2033	3,873,011	1,074,755	4,947,766
2034	4,048,179	909,432	4,957,611
2035	3,470,000	758,125	4,228,125
2036	3,155,000	629,366	3,784,366
2037	2,750,000	514,519	3,264,519
2038	2,515,000	412,913	2,927,913
2039	2,045,000	322,888	2,367,888
2040	1,595,000	249,263	1,844,263
2041	1,465,000	186,606	1,651,606
2042	1,525,000	125,213	1,650,213
2043	1,490,000	63,250	1,553,250
2044	815,000	16,300	831,300
2045			
2046			
2047			
2048			
2049			
	<u>75,207,379</u>	<u>22,883,777</u>	<u>98,091,157</u>

**TOTAL 4A SUPPORTED PORTION
General Obligation Debt Service**

FYE	Principal	Interest	Total P&I
2024	2,004,038	1,214,036	3,218,074
2025	2,433,514	1,662,619	4,096,133
2026	1,848,062	1,601,349	3,449,411
2027	1,933,515	1,512,904	3,446,419
2028	2,025,552	1,420,290	3,445,841
2029	1,725,461	1,332,556	3,058,017
2030	1,812,457	1,250,056	3,062,514
2031	1,892,996	1,163,093	3,056,089
2032	1,988,222	1,071,955	3,060,177
2033	2,031,989	977,572	3,009,562
2034	1,831,821	883,996	2,715,817
2035	1,585,000	798,575	2,383,575
2036	1,665,000	717,325	2,382,325
2037	1,750,000	631,950	2,381,950
2038	1,840,000	542,200	2,382,200
2039	1,930,000	447,950	2,377,950
2040	2,030,000	348,950	2,378,950
2041	2,125,000	255,700	2,380,700
2042	2,210,000	169,000	2,379,000
2043	2,305,000	78,700	2,383,700
2044	815,000	16,300	831,300
2045			
2046			
2047			
2048			
2049			
	<u>39,782,627</u>	<u>18,097,077</u>	<u>57,879,704</u>

**EXISTING 4B SUPPORTED PORTION
General Obligation Debt Service**

FYE	Principal	Interest	Total P&I
2024	1,225,000	572,632	1,797,632
2025	1,795,000	1,230,483	3,025,483
2026	1,855,000	1,179,600	3,034,600
2027	1,775,000	1,091,250	2,866,250
2028	1,870,000	1,002,725	2,872,725
2029	1,100,000	931,275	2,031,275
2030	1,155,000	877,800	2,032,800
2031	1,220,000	821,425	2,041,425
2032	1,265,000	762,400	2,027,400
2033	1,335,000	700,650	2,035,650
2034	1,400,000	635,675	2,035,675
2035	1,465,000	568,400	2,033,400
2036	1,315,000	502,375	1,817,375
2037	1,225,000	440,100	1,665,100
2038	1,280,000	379,400	1,659,400
2039	1,350,000	316,800	1,666,800
2040	1,415,000	250,925	1,665,925
2041	1,445,000	188,300	1,633,300
2042	1,505,000	129,300	1,634,300
2043	1,280,000	73,600	1,353,600
2044	1,200,000	24,000	1,224,000
2045			
2046			
2047			
2048			
2049			
	<u>29,475,000</u>	<u>12,679,115</u>	<u>42,154,115</u>

**HIDDEN CREEK GOLF COURSE
 General Obligation Debt Service**

FYE	Principal	Interest	Total P&I
2024	348,571	21,960	370,531
2025	296,422	72,111	368,533
2026			
2027			
2028			
2029			
	<u>644,993</u>	<u>94,071</u>	<u>739,064</u>

EXISTING TIF SUPPORTED			
General Obligation Debt Service			
FYE	Principal	Interest	Total P&I
2024	350,000	304,689	654,689
2025	380,000	311,104	691,104
2026	395,000	295,850	690,850
2027	410,000	279,450	689,450
2028	425,000	261,875	686,875
2029	440,000	244,550	684,550
2030	475,000	227,625	702,625
2031	485,000	209,775	694,775
2032	500,000	191,450	691,450
2033	520,000	172,244	692,244
2034	530,000	152,019	682,019
2035	565,000	130,638	695,638
2036	585,000	107,916	692,916
2037	605,000	84,178	689,178
2038	630,000	60,225	690,225
2039	250,000	43,075	293,075
2040	265,000	32,200	297,200
2041	275,000	21,100	296,100
2042	285,000	9,900	294,900
2043	70,000	2,800	72,800
2044	35,000	700	35,700
2045			
2046			
2047			
2048			
2049			
	8,475,000	3,143,362	11,618,362

TOTAL W&S SUPPORTED			
Debt Service			
	Principal	Interest	Total P&I
2024	5,255,000	2,158,815	7,413,815
2025	4,970,000	1,993,230	6,963,230
2026	4,645,000	1,808,862	6,453,862
2027	4,270,000	1,638,761	5,908,761
2028	3,680,000	1,485,140	5,165,140
2029	3,490,000	1,350,440	4,840,440
2030	3,630,000	1,220,342	4,850,342
2031	3,775,000	1,081,822	4,856,822
2032	3,470,000	940,219	4,410,219
2033	3,300,000	803,056	4,103,056
2034	3,280,000	669,453	3,949,453
2035	2,990,000	545,828	3,535,828
2036	2,750,000	435,413	3,185,413
2037	2,435,000	335,806	2,770,806
2038	2,020,000	252,950	2,272,950
2039	1,510,000	187,000	1,697,000
2040	1,245,000	133,400	1,378,400
2041	1,005,000	88,300	1,093,300
2042	1,045,000	47,300	1,092,300
2043	660,000	13,200	673,200
2044			
2045			
2046			
2047			
2048			
2049			
	59,425,000	17,189,336	76,614,336

Departmental Information

DETAILED DEPARTMENTAL BUDGETED FTEs

Org	Department	FY 2023	FY2024	FY2025	DIFF	EXPLANATION
1011001	City Manager	2	4	4	0	
1011003	Human Resources	6	7	7	0	
1011002	Legal Services	1	2	2	0	
1016050	Communications	3.5	3.5	3.5	0	
1011101	City Secretary	3	3	3	0	
1011103	Records	1	1	1	0	
1011104	Judicial	0.5	0.5	0.5	0	
1016001	Library	12	12	12	0	
1011201	Finance	10	10	10	0	
1011005	Purchasing	2	2	2	0	
1012001	Police	100.5	104.5	104.5	0	
1012201	Fire	55	61	61	0	
1011105	Municipal Court	4	5	5	0	
1012002	Marshals	2	0	0	0	
1012101	Public Safety Comm	22	22	22	0	
1013001	Public Works Admin	7	6	6	0	
1013002	Facilities	5	5	5	0	
1013004	Streets - Pavement	14	11	11	0	
1013005	Streets - Drainage	3	5	5	0	
1013006	Streets - Traffic	6	6	7	1	Signal Tech II (+1)
1014001	Neighborhood Services	1	0	0	0	
1014004	Animal Services	6	6	6.5	0.5	PT Veterinarian (+.5)
1014003	Environmental Services	2	1	1	0	
1014101	Development Services	2	0	0	0	
1014102	Community Development	3	5	5	0	

DETAILED DEPARTMENTAL BUDGETED FTEs

Org	Department	FY 2023	FY2024	FY2025	DIFF	EXPLANATION
1014103	Bldg Inspections	9	9	9	0	
1014002	Code Compliance	3	5	5	0	
1013101	Capital Engineering	6	7	7	0	
1013102	Development Engineering	3	3	3	0	
1013103	Inspections	5	5	5	0	
1015003	Parks Maintenance	11.91	11.91	11.91	0	
1016030	Senior Citizens Center	2.84	2.84	2.84	0	
1015007	ROW Maintenance	3	4	4	0	
1052202	Medical Transport	12	18	18	0	
2025001	4B Parks Admin	2	2	2	0	
2014201	4A Economic Dev	2	3	4	1	Economic Development Analyst (+1)
2016050	4A Communications	1	1	1	0	
2154201	TIF#2 Fund - Economic Dev	1	0	0	0	
2155003	TIF#2 Fund - Parks Maint	0.5	1	1	0	
2035004	BRiCk	44.76	44.76	44.76	0	
2035005	Athletic Fields	8.83	8.83	8.83	0	
2035006	Russell Farm	2.28	2.28	2.28	0	
5017001	Customer Service	11	9	9	0	
5017101	Water Operations	19	19	19	0	
5017102	Wastewater Operations	5	6	6	0	
5307302	Golf Club House	6.8	7.8	7.8	0	
5307303	Golf Maintenance	7.68	7.68	7.68	0	
5307304	Golf Food/Bev	4.19	4.19	4.19	0	
6013201	Equipment Services	5	7	7	0	
6108001	Info Technology	11	13	14	1	Radio Tech (+1)
6108002	Pub Safety Consortium	1	1	1	0	
		462.29	485.79	489.29	3.5	FTEs

General Fund by Department

DEPARTMENT	2022-2023 ACTUAL	2023-2024 ADOPTED BUDGET	2023-2024 REVISED BUDGET	2024-2025 BUDGET	2023-24 Rev BDGT VS. 2024-25 Adopted
Animal Services	\$ 657,415	\$ 715,059	\$ 769,544	\$ 803,528	\$ 33,984
Building Inspections	\$ 903,182	\$ 990,035	\$ 1,019,254	\$ 895,477	\$ (123,777)
Capital- Engineering	\$ -	\$ 28,419	\$ 128,929	\$ 1,325,753	\$ 1,196,824
City Council	\$ 135,599	\$ 112,750	\$ 107,354	\$ 92,394	\$ (14,960)
City Manager's Office	\$ 853,954	\$ 829,374	\$ 1,316,654	\$ 1,327,479	\$ 10,825
City Secretary's Office	\$ 737,106	\$ 936,016	\$ 851,189	\$ 904,534	\$ 53,345
Code Enforcement	\$ 378,875	\$ 398,296	\$ 405,306	\$ 798,381	\$ 393,075
Communications	\$ 557,896	\$ 579,154	\$ 566,226	\$ 643,436	\$ 77,210
Community Development	\$ 512,682	\$ 511,966	\$ 486,701	\$ 767,650	\$ 280,949
Development- Engineering	\$ 685,620	\$ 956,024	\$ 818,834	\$ 797,380	\$ (21,454)
Development Services	\$ 350,573	\$ 370,331	\$ 371,991	\$ 15,340	\$ (356,651)
Drainage Maint	\$ 483,922	\$ 597,156	\$ 741,487	\$ 750,509	\$ 9,022
Economic Development	\$ 1,888,839	\$ 1,250,842	\$ 999,762	\$ 1,009,440	\$ 9,678
Environmental Services	\$ 306,883	\$ 335,478	\$ 311,928	\$ 149,848	\$ (162,080)
Facilities Maintenance	\$ 1,011,313	\$ 1,190,840	\$ 1,185,749	\$ 953,348	\$ (232,401)
Finance	\$ 2,391,104	\$ 2,289,796	\$ 2,285,326	\$ 1,694,932	\$ (590,394)
Fire	\$ 10,939,074	\$ 12,330,398	\$ 12,353,095	\$ 11,761,445	\$ (591,650)
Human Resources	\$ 1,203,855	\$ 1,164,109	\$ 1,143,233	\$ 1,338,294	\$ 195,061
Inspections	\$ 408,763	\$ 297,638	\$ 363,168	\$ 605,476	\$ 242,308
Judicial	\$ 133,634	\$ 115,283	\$ 134,622	\$ 137,369	\$ 2,747
Legal Services	\$ 567,690	\$ 604,940	\$ 823,844	\$ 848,920	\$ 25,076
Library	\$ 1,459,492	\$ 1,450,918	\$ 1,455,932	\$ 1,485,517	\$ 29,585
Marshals Service	\$ 223,126	\$ 230,034	\$ 220,306	\$ -	\$ (220,306)
Municipal Court	\$ 339,236	\$ 501,104	\$ 472,517	\$ 567,280	\$ 94,763
Neighborhood Svcs Admin	\$ 249,136	\$ 227,398	\$ 233,164	\$ -	\$ (233,164)
Non-Departmental	\$ 997,210	\$ 2,415,969	\$ 1,329,173	\$ 2,323,136	\$ 993,963
Parks	\$ 1,743,167	\$ 1,670,977	\$ 1,626,820	\$ 1,666,498	\$ 39,678
Parks & Recreation Admin	\$ -	\$ 33,864	\$ 34,064	\$ -	\$ (34,064)
Police	\$ 17,339,597	\$ 18,028,984	\$ 18,161,342	\$ 19,520,439	\$ 1,359,097
Public Safety Communications	\$ 2,171,158	\$ 2,674,952	\$ 2,593,516	\$ 3,069,572	\$ 476,056
Public Works Admin	\$ 1,133,851	\$ 1,081,034	\$ 1,148,530	\$ 986,813	\$ (161,717)
Purchasing	\$ 501,298	\$ 505,059	\$ 336,081	\$ 322,931	\$ (13,150)
Records Management	\$ 109,950	\$ 125,286	\$ 120,576	\$ 130,494	\$ 9,918
ROW Maintenance	\$ 405,862	\$ 658,915	\$ 805,559	\$ 610,413	\$ (195,146)
Senior Citizens Center	\$ 264,086	\$ 202,197	\$ 216,134	\$ 226,726	\$ 10,592
Streets Pavement Maint	\$ 2,830,509	\$ 3,608,582	\$ 3,788,623	\$ 3,420,569	\$ (368,054)
Traffic Maint	\$ 819,030	\$ 1,153,427	\$ 1,044,080	\$ 1,316,607	\$ 272,527
Total General Fund	\$ 55,694,687	\$ 61,172,604	\$ 60,770,613	\$ 63,267,928	\$ 2,497,315

Administrative Services

The Department of Administrative Services is committed to providing exceptional customer service and support, promoting accountability and transparency, and fostering a culture of customer-centricity. The department strives for accuracy and fairness in our billing and procurement practices, implements innovative technology, and responds promptly to citizen inquiries while effectively communicating with relevant departments to ensure timely resolution of issues. In addition, the department works with internal departments to ensure they successfully acquire the goods and services they need to effectively operate the city. The Administrative Services Department provides a diverse suite of services to both internal and external customers and is comprised of four divisions: Utility Customer Service (UCS), Burleson 311, Solid Waste and Purchasing.

The UCS division plays a critical role in ensuring efficient delivery of water, wastewater, and solid waste services to citizens and stakeholders. With a primary focus on excellent customer service, customers can expect to receive prompt and courteous responses to their account inquiries and billing concerns. In addition, UCS works diligently to ensure that utility bills are accurate and reflect actual usage, thereby reducing errors and disputes. Streamlined processes, minimal delays, and reduced costs, ultimately lead to enhanced quality of life for citizens and stakeholders and ensures the reliable provision of these essential city services.

The 311 division provides next level customer service to our citizens and stakeholders by addressing their non-emergency requests and concerns promptly and efficiently. By calling 311 or using our online platform, you can report issues and request services across the entire organization. Our dedicated team is focused on delivering high-quality service to every citizen, and are committed to providing regular updates and communication throughout the entire process. The division holds ourselves accountable to the highest standards of service, and are constantly striving to improve and innovate in order to better serve our community.

Solid Waste division preserves public health and safety by managing effective and efficient collection of solid waste and recycling.

The Purchasing division serves as the central hub for the procurement of goods and services essential to daily operations. Purchasing focuses on working alongside departments to acquire these items at the most competitive prices while ensuring that the city remains compliant with federal, state and local laws and city policies. Purchasing remains committed to formulating best practices while providing ongoing education to departments to ensure the organization as a whole continues to be excellent stewards of taxpayer dollars.

Goals for FY 2024-2025

- Expand outreach efforts for Burleson 311 to increase citizen awareness and utilization of the service
- Continue to work with emergency management to integrate 311/CRM into the city's disaster preparedness program
- Expand outreach efforts for our online utility billing services to increase customer awareness and utilization of those options
- Update the city's purchasing policies to ensure continued compliance and use of best practices
- Update the city's contract routing process to enhance the city's contract management and document storage processes
- Re-evaluate and recommend updates to the solid waste and recycling services to reduce costs while maintaining excellent service quality

Prior Year Accomplishments for FY 2023-2024

- Successfully implemented the Utility Customer Service Module of the Tyler Munis ERP, updating a 20+ year old billing system
- Completed a 2024 citizen satisfaction survey with year-over-year insights that leverage a dashboard to compare data with the 2022 survey, giving city council and city management information and analysis for more intentional decision-making based on citizen feedback
- Cross-trained 311 call takers and utility customer service representatives to ensure continuous high-level service to customers and stakeholders
- Worked alongside the Parks and Recreation Department to transition their phone calls to 311 in an effort to provide the highest level of customer service to citizens over the phone and in person
- 311 and UCS call takers transitioned from desktop computers to laptops and were equipped with remote software capability to allow staff to work remotely, which will facilitate continuous service during inclement weather events and initiate the integration of 311/CRM into the city's disaster preparedness program
- Successfully verified all vendors' information and implemented a quarterly vendor verification process to assure accuracy in vendors' information and required documents
- The Purchasing Division was awarded with the Achievement of Excellence in Procurement, a program designed to recognize organizational excellence in public procurement
- Worked alongside multiple departments to evaluate various processes and procedures in an effort to streamline operations, enhance efficiency and optimize resource utilization

Supplemental Budget Items

2024-2025
No supplemental budget items.

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Average Handle Time	3.6 min	1.8 min	2.0 min
Call Volume	35,000 calls	35,000 calls	40,000 calls
Billing Collection Rate	97%	97%	98%
% of customer-facing Staff Cross-Trained by Fiscal Year 2025-2026	100%	100%	100%
Number of competitive solicitations administered	40	35	50
Procurement Process Cycle Time (time from purchasing requisition approval to issuance PO)	3 business days	3.25 business days	2 business days

Expenditure and Personnel Summary - Purchasing

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	273,150	361,579	160,971	194,881
Operating Expenses	228,148	143,480	175,110	128,050
Totals	\$ 501,298	\$ 505,059	\$ 336,081	\$ 322,931

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	2.00	2.00	2.00	-

Capital-Engineering

The Capital Engineering Department administers the design, acquisition of rights of way, and construction of the city's capital projects. The division ensures that all capital projects are designed and constructed in accordance with accepted engineering principles and construction practices. Additionally, the department includes Engineering Inspections. The department also develops long-range capital improvement programs.

Goals for FY 2024-2025

- Complete the construction of Lakewood Boulevard to FM 1902 to serve the city’s future Hooper Business Park and Chisholm Summit Development
- Complete construction of Ellison Street improvements
- Complete rehabilitation of sewer lift stations
- Complete the construction of the Intelligent Traffic System and activation of the Traffic Management Center
- Complete widening of Alsbury from Candler to Hulen
- Complete renovations of Fire Station #1 and City Hall
- Complete Neighborhood Street Rebuild and Water/Wastewater Rehabilitation for the year

Prior Year Accomplishments for FY 2023-2024

- Completed Construction of Ellison on the Plaza
- Completed design for Alsbury Expansion from Candler to Hulen
- Complete design for Fire Station #1 and City Hall Renovation
- Began Design of Police Headquarters Expansion
- Complete construction of Turkey Peak expansion and Brushy Mound demolition
- Completed reconstruction of the City Hall west parking lot

Supplemental Budget Items

2024-2025
No supplemental budget items.

Expenditure and Personnel Summary - Capital- Engineering

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	-	-	70,741	1,257,681
Operating Expenses	-	28,419	58,188	68,072
Totals	\$ -	\$ 28,419	\$ 128,929	\$ 1,325,753

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	6.00	7.00	7.00	-

Expenditure and Personnel Summary -Inspections

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	311,433	151,682	247,263	539,276
Operating Expenses	97,331	145,956	115,905	66,200
Totals	\$ 408,764	\$ 297,638	\$ 363,168	\$ 605,476

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	5.00	5.00	5.00	-

City Manager’s Office

The City Manager's Office is responsible for the day-to-day operation of all city operations. The City Manager is appointed by and serves at the discretion of the Burleson City Council. The Deputy City Managers and Assistant to the City Manager are a part of the City Manager's Office.

Future Goals in FY 2024-2025

- Develop the FY 2024-25 annual budget focusing on cost containment, efficiency, and capital project delivery
- Pursue grant funds from the Regional Transportation Council (RTC) and the North Central Texas Council of Governments (NCTCOG) to fund key infrastructure projects
- Continue implementation of the city-wide asset management program for public infrastructure and fixed assets
- Finalize a pavement management plan and establish a street operations program
- Work with developer to continue the build out of Chisolm Summit

Prior Year Accomplishments for FY 2023-2024

- Completed the development and moved staff into the new municipal space in Ellison on the Plaza building
- Developed a city-wide capital improvements program identifying the key projects and funding sources
- Established a plan to improve mobility in the city of Burleson and worked with regional partners to advance key projects
- Continued to reorganize city operations to provide greater efficiency and cost-effectiveness

Supplemental Budget Items

2024-2025
No supplemental budget items.

Expenditure and Personnel Summary - City Managers Office

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	780,652	779,017	1,220,077	1,275,303
Operating Expenses	73,302	50,357	96,577	52,176
Totals	\$ 853,954	\$ 829,374	\$ 1,316,654	\$ 1,327,479

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalent	2.00	4.00	4.00	

Community Services

The Marketing/Communications Office serves as the liaison among the city, media, and community. Main responsibilities include community engagement through various mediums and documentation of city events and happenings through video and photography. The department plays a vital role in internal communications through weekly employee emails, quarterly newsletters and customer service support.

The Animal Services division protects the public health and safety, and welfare needs of citizens and animals in the city of Burleson by responsibly and humanely enforcing animal-related laws; serving as the rabies control authority; providing nourishment and a safe environment for unwanted, stray, abused, and impounded animals; educating the public about responsible companion animal ownership; investigating cases where animal care is questionable; and finding new loving homes for homeless animals at our shelter.

The Burleson Public Library serves as a vital community center providing materials and services to help community residents obtain information meeting their personal, educational, cultural, and professional needs.

The Senior Activity Center meets the needs of the rapidly growing older adult population by providing valuable health screening services, leisure activities, special events, classes and travel experiences.

Future Goals in FY 2024-2025

- Increase community engagement and awareness of library services through outreach programming, partnerships with community organizations, and marketing efforts
- Develop fundraising strategies for the senior center by cultivating relationships with donors, seeking out sponsorships from local businesses and organizations, and planning fundraising events that resonate with the community
- Increase adoptions at the Animal Shelter by 5%
- Lower euthanasia numbers at the Animal Shelter by 3%

Prior Year Accomplishments for FY 2023-2024

- Completed the library's master plan and facility study
- Launched programming with the library's new outreach vehicle, including city sponsored events, outreach to schools, community events with non-profit partners and offsite library programs
- Library staff added two additional Story Times each week, including an Evening Story Time and an Inclusive Story Time for families with special needs; the library now offers five weekly Story Times to help meet demand for early literacy programming in Burleson
- Added Saturday hours at the Senior Activity Center to offer more activities for Burleson's senior population
- The isolation shelter at the Animal Shelter has been fully functioning for a year and is providing medical support for shelter animals and increasing the rate spays and neuters are able to be completed
- Increased adoptions at the animal shelter by 3%

- Provided the public with updates on the status of the 2022 Bond Program Implementation through bi-monthly updates available on the city’s website, enewsletter, weekly report and social media
- Utilized the newly installed video system in the Mayor Vera Calvin Plaza to showcase city events to visitors and those in our community with sensory sensitivities or disabilities to showcase events like the Solar Eclipse, Hot Sounds of Summer, Founder’s Day, BTX-Mas and library programs held in the plaza

Supplemental Budget Items

2024-2025
Animal Services Addition of part-time veterinarian position (\$64,000, with an expenditure offset of \$56,500)

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Library Market Penetration (% of households with an active library user)	28%	25%	28%
Library Cardholder Retention (new library users active after 1 year)	46%	55%	57%
Live Release Rate at the Burleson Animal Shelter	90%	95%	98%
E-Newsletter Engagement Rate	45%	59%	55%
Social Media Reach pre post (Unique Views)	4,500	5,117	5,000
City of Burleson Website Views	1.5 million	1.75 million	1.6 million
Senior Center Program Attendance	4,500	18,000	20,000
Senior Center Visitors	35,000	54,000	56,000

Expenditure and Personnel Summary - Communications

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	424,813	456,023	428,174	523,965
Operating Expenses	133,083	123,131	138,052	119,471
Totals	\$ 557,896	\$ 579,154	\$ 566,226	\$ 643,436

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	3.50	3.50	3.50	-

Expenditure and Personnel Summary - Animal Services

<i>Expenditures by Classification</i>	<i>2022-2023</i>		<i>2023-2024</i>		<i>2023-2024</i>		<i>2024-2025</i>	
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>	<i>ADOPTED BUDGET</i>	<i>ADOPTED BUDGET</i>	
Salary and Wages	483,841		562,313		569,137		662,761	
Operating Expenses	173,574		152,746		185,244		140,767	
Capital Expenses					15,163			
Totals	\$ 657,415	\$	\$ 715,059	\$	\$ 769,544	\$	\$ 803,528	

<i>Personnel by Division</i>	<i>2022-2023</i>		<i>2023-2024</i>		<i>2024-2025</i>		<i>ORIGINAL BUDGET</i>	
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>	
Full Time and Equivalents	6.00		6.00		6.50		0.50	

Expenditure and Personnel Summary - Library

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	822,606	907,226	903,843	934,685
Operating Expenses	601,951	497,012	512,244	550,832
Capital Expenses	34,935	46,680	39,845	-
Totals	\$ 1,459,492	\$ 1,450,918	\$ 1,455,932	\$ 1,485,517

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	12.00	12.00	12.00	-

Expenditure and Personnel Summary - Senior Citizen Center

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	223,381	163,271	177,208	168,086
Operating Expenses	40,705	38,926	38,926	58,640
Totals	\$ 264,086	\$ 202,197	\$ 216,134	\$ 226,726

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	2.84	2.84	2.84	-

Development Services

The Development Services Department collaborates to build a community of equity, strength and resiliency through orderly and sustainable development; efficient and thorough building permits and inspections services; and the promotion of property codes and environmental health standards.

Development Services- Community Development implements the Comprehensive Plan, reviews zoning changes requests, subdivision plats, commercial site plans, annexations and other related development applications within the City and the ETJ.

Development Services- Building Permits and Inspections reviews, inspects and issues permits for new residential and commercial construction, additions and remodels for residential and commercial buildings as well as miscellaneous applications for signs, fences, and garage sales.

Development Services- Environmental and Code Division exists to provide quality services to the community for the protection and promotion of the health, safety, welfare, property values, and environmental health of the City of Burleson.

Goals for FY 2024-2025

- Update the city's existing zoning ordinance
- Revise existing subdivision Interlocal agreement with Johnson County
- Initiate long range planning visioning
- Create inspection checklists to be used within TRAKIT
- Evaluate and update workflows to ensure redundant checks and balances for quality control
- Review, evaluate and update operational policies and procedures
- Publish "Customer Handouts" for permit requirements and procedures
- Amend/update on-site sewage facility (OSSF) ordinance
- Provide in-house food handler class for Senior Center and establishments in need
- Completed updating public pool inspection section of website

Prior Year Accomplishments for FY 2023-2024

- Successful implementation of online customer service portal and paperless processing
- Completed zoning process for Craftmasters campus and headquarters
- Community Engagement with Developers for the Zoning Code Update
- Future proofed portions of the Zoning Ordinance
- Revised the Right-of-Way Use agreements for Old Town
- Successful adoption of the 2021 Building Codes and International Property Management Code
- Completed 8 Home Improvement Rebate projects
- Successfully coordinated the completion of 5 community service projects
- Successfully permitted short-term rentals

Major Budget Items

2024-2025
No major budget items.

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Number of Zoning Change Requests processed within 30 days	11	16	16
Number of Commercial Plan Reviews processed within 30 days	14	26	25
Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Residential Plan Review within 5 business days	90%	275 out of 309 residential plans (89%)	90%
Commercial Plan Review within 20 business days	90%	41 out of 49 commercial plans (84 %)	80%
Inspection Stops / Inspector / Day	NA	NA	10.5
Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Number of environmental health inspections	675	675	685
Staff initiated code compliance rate	75%	524 out of 639 (82%)	75%
Voluntary code compliance rate	65%	712 out of 975 (73%)	65%

Expenditure and Personnel Summary - Development Services

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	331,900	353,328	354,462	-
Operating Expenses	18,673	17,003	17,529	15,340
Totals	\$ 350,573	\$ 370,331	\$ 371,991	\$ 15,340

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	2.00	2.00	-	(2.00)

Expenditure and Personnel Summary - Building Inspections

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	822,859	873,718	906,131	776,889
Operating Expenses	80,323	116,317	113,123	118,588
Totals	\$ 903,182	\$ 990,035	\$ 1,019,254	\$ 895,477

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	9.00	9.00	9.00	-

Expenditure and Personnel Summary - Community Development

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	426,049	438,084	426,819	706,814
Operating Expenses	86,633	73,882	59,882	60,836
Totals	\$ 512,682	\$ 511,966	\$ 486,701	\$ 767,650

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	3.00	5.00	5.00	-

Expenditure and Personnel Summary - Code Enforcement

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	291,398	282,678	294,830	633,877
Operating Expenses	87,477	115,618	110,476	164,504
Totals	\$ 378,875	\$ 398,296	\$ 405,306	\$ 798,381

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	3.00	5.00	5.00	-

Expenditure and Personnel Summary - Development- Engineering

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	406,472	543,233	416,521	508,230
Operating Expenses	279,148	412,791	402,313	289,150
Totals	\$ 685,620	\$ 956,024	\$ 818,834	\$ 797,380

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	3.00	3.00	3.00	-

Expenditure and Personnel Summary - Neighborhood Services

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	232,320	215,483	221,248	-
Operating Expenses	16,816	11,915	11,916	-
Totals	\$ 249,136	\$ 227,398	\$ 233,164	\$ -

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	1.00	1.00	-	(1.00)

Economic Development

The Economic Development Department creates a culture of community, creativity and enthusiasm by leading efforts to attract investment in new and expanding businesses for the purpose of creating and retaining jobs, enhancing the tax base, and improving the quality of life of the residents of Burleson.

Goals for FY 2024-2025

- Sustain and grow programs to assist the small business community
- Execute an agreement for the development of a medical provider anchoring Hooper Business Park
- Continue working with developers for redeveloping major corridors within the community
- Expand the efforts with the ProjectU Leadership Conference for leaders in our community and attract attendees regionally and across the state
- Strengthen our efforts to market Burleson as a tourism destination
- Execute an agreement for the redevelopment of Hill College site
- Identify and execute a plan for a new hotel/conference center
- Identify and plan for a new industrial park

Prior Year Accomplishments for FY 2023-2024

- Over \$265 million in capital investment across all asset classes
- 625,000 square feet added to HighPoint Business Park
- Not for profit trade school, Craftmasters approved for 5,000 student campus and 400 employee headquarters
- Secured third Ellison on the Plaza tenant with Twisted Sisters
- China King site razed and redeveloped with three new-to-market retailers
- Grace Mart site razed and currently under construction for six new-to-market retailers
- Project U Leadership Conference grew to host 380 attendees
- BTX Best Fest celebrated 4 years with the addition of a judge's choice category
- BTX Buddy Christmas program grew with 15 "Buddy's" in circulation
- Old Town programs won two awards from Texas Downtown Association
- EDC hosted "State of the Market" Chamber luncheon
- Launched Explore Burleson Facebook page

Supplemental Budget Items

2024-2025
Economic Development Analyst (\$105,391) <i>funded through 4A</i>

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Total Employment	20,000	20,777	21,500
Avg. Annual Wage/Worker	\$55,000	\$55,502	\$57,000
Project U Attendance	370	380	400
Sales Tax/Capita	\$560	\$560	\$570

Expenditure and Personnel Summary - Economic Development

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Operating Expenses	1,888,839	1,250,842	999,762	1,009,440
Totals	\$ 1,888,839	\$ 1,250,842	\$ 999,762	\$ 1,009,440

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	-	-	-	-

Finance

The Finance Department is comprised of Accounting, Budget, Treasury, and Finance Administration. The department is responsible for a variety of functions, which include accounting, accounts payable, payroll, cash management, debt and investment management, budgeting, and long-range financial planning. The department produces monthly financial reports, prepares the Annual Financial Report, and the Annual Program of Services (Budget).

Goals for FY 2024-2025

- Implementation and recognition of the Traditional Finances Transparency Star from the Texas Comptroller program
- Implementation and recognition of the Debt Obligation Transparency Star from the Texas Comptroller program

Prior Year Accomplishments for FY 2023-2024

- Successful implementation of the SAFER (Staffing for Adequate Fire and Emergency Response) grant alongside the Fire Department involved a collaborative approach to enhance fire department capabilities through increased staffing and resources
- Successful implementation of Munis payroll and Human Resource Management/HRM module
- Successful transition of monthly financial reporting from quarterly reporting to ensure additional transparency

Supplemental Budget Items

2024-2025
Burleson Opportunity Fund (\$50,000) - Non-departmental Egret Abatement Funds (\$30,000) - Non-departmental

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
GFOA Distinguished Budget Award	1	1	1

Expenditure and Personnel Summary - Finance

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages*	1,528,072	1,467,399	1,321,306	1,417,510
Operating Expenses*	1,860,242	3,238,366	2,293,193	2,600,558
Totals*	\$ 3,388,314	\$ 4,705,765	\$ 3,614,499	\$ 4,018,068

*Includes non-departmental expenditures

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	10.00	10.00	10.00	-

Fire Department

Fire improves the quality of life and safety of the community by providing the highest level of services through, Community Risk Reduction, Emergency Responsiveness and Training.

Emergency Medical Services provides a system that responds to emergencies in need of highly skilled pre-hospital professionals. The professionals are often the first to identify a health care crisis in the community and act as a critical component of emergency management. Medical emergencies make up a majority of the services the Burleson Fire/EMS Department provides. The EMS mission is to provide the highest quality of compassionate patient care achievable. The department will strive to do no harm, provide high quality customer service, and be the professionals our community expects us to be.

Fire Marshal/Community Risk Reduction Division exists to save lives and property through the prevention of hazards and emergencies and make Burleson a safer place to live. This is accomplished by identification, elimination, education, and prevention of hazards and emergencies.

Office of Emergency Management is responsible for the emergency preparedness of the city against hazards, risks and vulnerabilities. Through planning, training, and exercises the office of Emergency Management assesses the city's ability to prepare for, mitigate against, respond to, and recover from all disasters whether natural or manmade.

Goals for FY 2024-2025

- Establish a professional development plan for the organization for all ranks
- Develop key metrics for future fire station covering the western sector of Burleson
- Design and implement a strategic fire training program
- Initial planning phase for future western sector fire station
- Strategic inventory plan for operational and capital equipment
- Complete current year's Outdoor Warning System (OWS) implementation
- Continued improvements with Emergency Operations Center training and equipment
- Reestablish department curriculum for a Rescue Task Force, training all members in active threat situations
- Enhanced community presence with community risk reduction programs, stop the bleed education, hands only CPR, drowning and fall prevention
- Improve presence with fire code enforcement specific to building and development in the areas of plan reviews, site inspections, employee education on fire code topics
- Collaborate with building services to update the city's design manual to include practical fire-code based development

Prior Year Accomplishments for FY 2023-2024

- Implemented Fire based EMS Transport services with four (4) ambulances
- Added a portable radio system enhancement with built-in cellular First-Net redundancy
- Upgraded SCBA face pieces with integrated blue tooth communication capability
- Replaced and upgraded outdoor warning system devices
- Hired nine (9) full time employees with aim of National Fire Protection Association (NFPA) 1710 compliance
- Design and engineering phase of Station 1 remodel
- The organization experienced multiple promotions providing continued opportunity and growth

Supplemental Budget Items

2024-2025
No supplemental budget items.

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Priority 1 Fire/EMS Turnout Time	80/60 Seconds51 seconds	80/60 seconds	80/60 Seconds
Priority 1 Fire/EMS Call Response Time – 7 Minutes	90%	90%	90%
Community Risk Reduction Events	100	100	100
Fire Inspections and Pre-Fire Plans	2000252	2000252	2000
Primary EOC Team Activation Fire, PD,PSC,PW, PIO	1 hour	1 hour	1 hour

Expenditure and Personnel Summary - Fire (Fire/Prevention/Emergency Svcs)

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	8,376,839	9,907,351	9,687,803	9,448,635
Operating Expenses	2,367,448	2,120,047	2,178,764	2,192,810
Capital Expenses	194,787	303,000	486,528	120,000
Totals	\$ 10,939,074	\$ 12,330,398	\$ 12,353,095	\$ 11,761,445

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	55.00	61.00	61.00	-

Human Resources

Human Resources Department oversees creating and implementing action plans to draw in and retain exceptional, skilled public servants who have a strong commitment to efficiency, knowledge, and customer service. To fulfill our obligations, the department operates as a creative, strategic business partner, offering services in the areas of hiring and retaining employees, offering attractive benefits and compensation, fostering a respectful and inclusive workplace, providing and managing services for employee relations, workforce education and training, regulatory compliance, and organizational development. Our goal is to take care of our employees so they can take care of our community.

Goals for FY 2024-2025

- Establish and implement employee engagement initiatives
- Implement new applicant tracking software (ApplicantPro)
- Enhance on-boarding interactions for new employees
- Review compensation strategies for high-turnover areas
- Develop communication strategy showcasing all benefits provided to employees
- In partnership with benefit consultant, review and recommend updates to benefit plan designs and carriers based on RFP process completed in FY23-24
- Develop “what you need to know” supervisor series
- Assess HR department workflow and implement work task efficiencies

Prior Year Accomplishments for FY 2023-2024

- Successfully implemented HRIS system with external integrations, including employee self-service (Munis) and benefits software
- Recruitment and placement of new Director of Human Resources following a 6-month vacancy.
- Utilize new systems to provide enhanced employee services and internal processes for better customer service and efficiency
- Completed onboarding fiscal year to date for 119 new employees (80 regular employees and 39 part-time/seasonal)
- Successfully provided five employee engagement events:
 - Health and Wellness Expo
 - Fall Festival
 - Holiday Lunch
 - Food Truck Breakfast
 - Public Service Appreciation
 - Summer event
- Revised Service Award program for timely recognition with employees who celebrate service milestones by providing monthly vs. annually
- Assisted with 29 Meritorious Service recognitions fiscal year to date
- Successfully managed 100% participation for an active benefit enrollment
- Completed dependent audit on benefits plan
- Maintained employee turnover below target goal
- Successful citizen engagement at City Fest and Burleson Business Expo

Supplemental Budget Items

2024-2025
No supplemental budget items.

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Turnover Rate Below or at 12% for Full-Time employees	12%	12%	12%
Deferred Compensation Participation Increase - Annually	10%	10%	6%

Expenditure and Personnel Summary - Human Resources

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	871,550	847,752	858,799	1,036,474
Operating Expenses	332,305	316,357	284,434	301,820
Totals	\$ 1,203,855	\$ 1,164,109	\$ 1,143,233	\$ 1,338,294

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	6.00	7.00	7.00	-

Information Technology

The **Information Technology Department (BTX-IT)** plays a critical role in ensuring the smooth operation of the city's technology ecosystem. The department provides a wide range of essential services, including:

- **IT Operations Division:** Manages and maintains the city's technological infrastructure, including networks, servers, and hardware, ensuring they are secure, reliable, and up-to-date
- **Software and Application Support Division:** Supports the software and applications used by city departments, ensuring they function correctly and meet the needs of both employees and residents
- **Service Desk Division:** Provides efficient technical support to city employees, promptly resolving IT-related issues and ensuring that staff can effectively use technology in their work.
- **GIS Services Division:** Provides Geographic Information System (GIS) services, which support various city functions, such as urban planning and emergency response, through mapping and spatial analysis
- **Project Management Division:** Oversees IT-related projects, ensuring they are completed on time, within budget, and in alignment with governance standards
- **IT Administration Division:** Manages the overall operations of the BTX-IT department, including budgeting, strategic planning, procurement, and policy development.

Additionally, BTX-IT is responsible for several key functions across the department:

- **Cybersecurity:** Implements robust measures to protect the city's digital assets from cyber threats, including malware, phishing attacks, and data breaches
- **Telecommunications:** Manages the city's telecommunications infrastructure, including phones, radios, and cellular devices, ensuring effective communication within the city and with residents
- **Data Management:** Ensures that the city's data is secure, accessible, and compliant with relevant regulations

Overall, BTX-IT plays a vital role in supporting the efficient and effective delivery of municipal services, enabling the city to meet the needs of its residents and employees in a rapidly evolving technological landscape.

Goals for FY 2024-2025

- **Creation of a Full IT Internal Knowledge Base:** Develop a centralized repository of solutions and best practices to streamline issue resolution and empower IT staff to handle incidents more efficiently, reducing the time to resolution for the service desk
- **Creation of New User Automation:** Implement automation to streamline and speed up the process of new user setup, enhancing accuracy and freeing IT resources for other strategic tasks
- **Audit of PCI, HIPAA, CJIS Compliance and Data Repository:** Conduct audits to ensure compliance with PCI, HIPAA, and CJIS regulations, reinforcing data security and maintaining trust with residents and stakeholders
- **Start Implementation of the NIST Security Framework:** Begin adopting the NIST Cybersecurity Framework to improve the city's cybersecurity risk management and better protect critical assets and information
- **Implementation of Windows 11 Across the Technology Ecosystem:** Transition to Windows 11 to enhance security and take advantage of the latest technology, ensuring systems remain protected against modern threats
- **Complete Implementation of APX Next Radios:** Deploy APX Next Radios for first responders, ensuring effective communication and building strong support relationships with regional radio shops
- **Creation of Desktop Imaging Server:** Set up a desktop imaging server to standardize and streamline the deployment of software, reducing setup time and errors across the city
- **Panorama Firewall Controller:** Implement Panorama for centralized firewall management, enabling consistent security policies and faster incident response
- **Always-on VPN:** Introduce an always-on VPN to secure remote access and prevent unauthorized access, enhancing network security
- **City Hall Renovation:** Collaborate with stakeholders to integrate comprehensive IT infrastructure during the City Hall renovation, ensuring the building's operational readiness

Prior Year Accomplishments for FY 2023-2024

- **Completion of Data Center Three:** Established a third data center, providing enhanced security, redundancy, and adaptability for the city's critical infrastructure
- **Server Relocation Project:** Relocated servers to optimize performance and improve disaster recovery capabilities, supporting the new CAD system
- **Completion of Ethernet Private Lines Between Our Three Data Centers:** Deployed high-speed fiber connections between data centers, enhancing disaster recovery and ensuring optimal performance

- **Water Site Network and Security Connections:** Enhanced security at water tower locations by installing cameras and access controls, improving monitoring and operational safety
- **AT&T Account Audit:** Conducted a proactive audit of AT&T accounts, resulting in significant cost savings and improved management of the city's telecommunications resources
- **CradlePoint Upgrades for Fire:** Upgraded CradlePoint devices in fire trucks, improving coverage and reducing cellular infrastructure costs
- **Completion of the Three Phases of Tyler Munis:** Successfully implemented Tyler Munis for financial, HR/Payroll, and utility billing, enhancing operational efficiency and financial management
- **Completion of the Network on Demand:** Implemented a unified network across city sites, improving internet speeds, redundancy, and cost management
- **Implementation of Wasabi Cloud:** Deployed Wasabi Cloud for secure, off-site backup storage, enhancing disaster recovery and data compliance
- **Implementation of Cortex:** Introduced Cortex for advanced threat detection, significantly improving the city's cybersecurity defenses
- **Issued Cell Phones for Police:** Standardized communication for police staff, eliminating personal device stipends and enhancing emergency preparedness
- **Senior Center Paging System:** Installed a paging system at the Senior Center, improving communication and safety for staff and residents
- **Duo Implementation:** Deployed Duo for two-factor authentication, strengthening security and meeting cybersecurity insurance requirements
- **FreshService Implementation:** Implemented FreshService to streamline IT service management, improving ticketing and service catalog processes
- **Reading Rover Connectivity:** Enabled connectivity for the Reading Rover, providing internet access and information displays for community outreach.
- **PD UPS Replacement:** Replaced the failing UPS at the Police Department, ensuring continuity of operations during power outages
- **Ellison Building:** Integrated IT infrastructure into the Ellison Building, supporting operational readiness for city staff
- **Parks Building:** Successfully implemented IT components at the Parks Building, ensuring it is equipped to support park staff effectively

Supplemental Budget Items

2024-2025
Addition of Radio Technician position (\$123,543) <i>Funded through the I.T. Support Services Fund</i>

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
1 hour First Response SLA	80%	50.2%	80%
4-day Time to Resolution SLA	80%	92.6%	90%
Customer Survey Rating (out of 5 stars)	4.5	4.9	4.5
Server Up-time	NA	NA	98%

Parks and Recreation

The **Burleson Parks and Recreation Department** is dedicated to enhancing community life by delivering exceptional experiences through top-quality public spaces, trails, and recreational opportunities. Our vision is to enrich daily lives through parks and recreation, creating meaningful impacts across the community.

Our **parks** significantly elevate the quality of life in Burleson by offering a diverse range of active and passive recreational opportunities. These spaces provide venues to enjoy nature, engage in physical activities, and foster community connections. We uphold a commitment to operational excellence, ensuring our parks are safe, clean, and well-maintained. Our parks system is also integral in developing pedestrian and bicycle infrastructure, supporting alternative transportation through trails and neighborhood sidewalks. Additionally, we honor our veterans and loved ones with memorial spaces, including the Fire Station 16 Memorial Garden, Burleson Memorial Cemetery, and Veteran's Plaza.

The **Burleson Recreation Center** is a cornerstone of our recreational offerings, featuring fitness, aquatics, athletics, and a variety of programs for both members and visitors. The center includes a splash pad that provides a free aquatic play environment for everyone.

Our **athletic programs** cater to diverse needs with adult leagues, specialized clinics, introductory sports education, and partnerships with youth associations. These collaborations offer a wide range of sports opportunities across our three sports complexes: Chisenhall, Hidden Creek Softball, and Bartlett Soccer Complex.

The **Hidden Creek Golf Course** is our municipal golf facility, featuring a full-scale operation with a pro shop and restaurant. Its goal is to provide a premier 18-hole golf experience for the Burleson community and golf enthusiasts. The course also contributes to the local economy through tournaments and serves as a tourist attraction for the North Texas region.

Special Events & Programs aim to unite the community through a diverse array of events, from family-oriented activities to cultural celebrations. We balance community needs and interests with programs in camps, athletics, nutrition, special needs, community achievements, and collaborations with businesses, non-profits, civic organizations, and school districts.

The **Russell Farm Art Center** offers a unique experience through its historic farm and art center. Visitors can explore facilities dating back to 1847, create art, attend events or programs, or simply enjoy a peaceful retreat amid the animals and country landscape.

Volunteers play a crucial role in every program, park, and event we host. Our department manages volunteers, adopt-a-spot programs, beautification agreements, and partnerships with Keep Burleson Beautiful to enhance all our initiatives and spaces.

Future Goals in FY 2024-2025

- Install security cameras with 4G at five of the most problematic parks
- Add an additional 1 acre of no mow acreage to parks system
- Stock ponds at Bailey Lake, Hidden Vista, and Prairie Timber to enhance recreational opportunities and promote biodiversity in local ecosystems
- Complete essential repairs on 3,300 square feet of concrete sidewalk and common areas at Chisenhall Sports Complex to enhance safety and accessibility for all visitors and participants
- Replace 15 scoreboard controllers at Chisenhall Sports Complex to improve reliability and functionality, ensuring consistent operation of our sports facility
- Expand tournaments at our sports complex to host a total of 15 events
- Continue to expand programming opportunities that best serve and fill programming gaps within the community and align with the city Strategic Plan
- Utilize the Parks and Recreation Master Plan to guide the development of future facility space planning at Russell Farm
- Secure additional funding and financial aid through grants to support Russell Farm's programs and initiatives
- General Programming: Continue to expand programming opportunities that best serve and fill programming gaps within the community and align with the city Strategic Plan
- Complete BRiCk Renovation CIP: lobby renovation, Indoor Pool updates, and HVAC replacement
- Create and/or review emergency response procedures and have manual easily accessible to all staff
- Continue to improve turf quality and course playability at the golf course
- Increased revenue per round while maintaining rounds of greater than 45,000
- Expand experimental offerings with targeting of specific demographics

Prior Year Accomplishments for FY 2023-2024

- Renovated and replaced BRiCk landscaping at main entrance areas with sustainable and adapted materials
- Expanded turf management program by increasing program acreage for fertilization by 75 acres to enhance turf health and quality of parks
- Added an additional 1 acre of no mow acreage to parks system
- Expanded Chisenhall parking lot
- Removed existing bushes on Arabian field and replace with sod.
- Repainted foul poles on 15 fields
- Hosted (13) educational field trips
- Hosted (2) Kids Farmers Market
- Renovated the existing Haybarn facility at Russell Farm by enclosing the back portion, thereby creating additional storage space to enhance operational efficiency and resource management
- Awarded CMAR for BRiCk renovation projects
- Replaced gym floor covering
- BTX Honey Tour Carnival: Hosted first multi-day festival (4-days)
- Completed restoration of hole #9

- Replaced tee and wayfinding signage
- Replaced golf cart fleet
- Improved turf quality on hole #1, #18, #6, and #17
- Added (2) new cultural events
 - Cinco de Mayo Celebration
 - Juneteenth Celebration
- Added (2) new community events
 - Mother’s Day Outing
 - Teen Ice Cream Social

Department awards

- Received 2023 Texas Recreation and Park Society, Arts and Humanities Programming award
- Received 2024 Southwest Park and Recreation Training Institute PSA Award

Supplemental Budget Items

2024-2025
Slope Mower (\$33,613)
Trees: Installation & Irrigation (\$10,000) <i>Funded through 4B</i>
Monday Day Camp (\$12,121)
<i>Funded through Parks Performance Fund, with \$27,600 revenue offset</i>
Concrete Repairs – Chisenhall (\$20,000)
<i>Funded through Parks Performance Fund</i>
Wireless Alert System at BRiCk (\$6,886)
<i>Funded through Parks Performance Fund</i>
Scoreboard Controllers (\$20,000)
<i>Funded through Parks Performance Fund</i>
Chemigation System (\$26,530)
<i>Funded through Parks Performance Fund</i>

Performance Measures

Measure	FY 2023-2024	FY 2023-24	FY 2024-25
	Target	Estimate	Goal
Playground Safety Inspections (32/month)	384	384	384
Graffiti Abatement Response Rate (within 24 hours of reporting)	100%	100%	100%
BRiCK Membership Revenue	\$1,520,617	\$2,100,000	\$2,250,000
BRiCK Rental Revenue	\$79,033	\$82,984	\$87,133
BriCK Activity Revenue	\$314,150	\$329,857	\$346,350
Russell Farm Rental Revenue	\$14,420	\$15,141	\$15,898
Russell Farm Activity Revenue	\$14,420	\$14,420	\$14,852
Parks Athletics – Field Rentals Revenue	\$20,600	\$20,600	\$21,218
Parks Athletics – League Fees, Tournaments, BYA Per Player Revenue	\$116,390	\$116,390	\$119,881
Golf Course Utilization	65%	65%	65%

Expenditure and Personnel Summary - Parks Maintenance

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	1,012,630	1,039,067	996,159	1,039,860
Operating Expenses	730,537	605,370	604,121	626,638
Capital Expenses	-	26,540	26,540	-
Totals	\$ 1,743,167	\$ 1,670,977	\$ 1,626,820	\$ 1,666,498

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	11.91	11.91	11.91	-

Expenditure and Personnel Summary - Parks and Recreation Administration

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	-	-	-	-
Operating Expenses	-	33,864	34,064	-
Totals	\$ -	\$ 33,864	\$ 34,064	\$ -

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	-	-	-	-

Expenditure and Personnel Summary - Right of Way Maintenance

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	213,915	225,384	308,589	318,849
Operating Expenses	191,947	433,531	496,970	291,564
Totals	\$ 405,862	\$ 658,915	\$ 805,559	\$ 610,413

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	3.00	4.00	4.00	-

Police Department

Burleson Police Department (BPD) is committed to protect the lives, property, and rights of all. BPD will enforce all laws impartially while maintaining the highest degree of ethical behavior and professional conduct and strives to be part of the community that has empowered it to serve.

Goals for FY 2024-2025

- Increase current real-time information and intelligence capabilities by increasing the number of Flock ALPR systems deployed throughout the city
- Transition to Axon Air streaming software to integrate our current drones with existing Axon live streaming and digital evidence storage service
- Enhance drone operations through addition of a tethered drone that works with existing Axon software that does not require a certified pilot to operate

Prior Year Accomplishments for FY 2023-2024

- Transitioned to Axon body-worn and in-car camera systems, which includes, but is not limited to, unlimited storage, robust redaction software, and automatic license plate readers (ALPR)
- Increased community and officer safety by upgrading to the Axon Taser10 platform
- Increased efficiency and supervision through the introduction of one Support Bureau Lieutenant, with vehicle and equipment, to the command structure
- Increased community crime prevention and engagement efforts with the introduction of a civilian crime prevention and public engagement specialist
- Maintained functionality and dependability through the replacement of duty firearms.
- Increased connectivity and secured a net cost reduction through the issuance of departmental cell phones to sworn staff and select professional staff

Supplemental Budget Items

2024-2025
Real Time Crime Center Technology & Flock LPR Add Ons (\$49,720)
Axon Tethered drone (\$9,892)
Axon Air Streaming Software (\$7,175)
Tactical Gear (\$69,630)

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Total Calls for Service	57,780	53,300	60,000
# of Public Outreach Community Resource Officer Events	571	832	950
Travel Time Priority 1 Emergency Calls (minutes)	5:13	5:20	5:00
# Police Activity (self-initiated)	36,495	33,062	37,000
Reports (All Reports, not just NIBRS)	4,026	4,352	4,400
Arrests	-	1,612	-

Expenditure and Personnel Summary - Police

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	13,347,643	13,906,469	14,117,159	14,973,231
Operating Expenses	3,982,937	4,114,515	4,044,183	4,547,208
Capital Expenses	9,017	8,000	-	-
Totals	\$ 17,339,597	\$ 18,028,984	\$ 18,161,342	\$ 19,520,439

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	100.50	104.50	104.50	-

Expenditure and Personnel Summary - Marshals Service

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	172,786	190,415	179,217	-
Operating Expenses	50,340	39,619	41,089	-
Totals	\$ 223,126	\$ 230,034	\$ 220,306	\$ -

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	2.00	-	-	-

Public Safety Communications

Public Safety Communications serves as the vital link between emergency services personnel and the citizens of Burleson. Operating as the central hub for communication, the department coordinates emergency response efforts, disseminates critical information, and supports public safety initiatives. Through the use of technology, highly trained personnel, and a commitment to excellence, the department strives to enhance the overall safety and security of the Burleson community.

Goals for FY 2024-2025

- Complete revisions for the Fire Department’s call type designation and response configuration
- Begin the process for overhauling department policies to align with accreditation standards; ensuring each policy will meet standards set by the multiple accreditation organizations, such as CALEA (The Commission on Accreditation for Law Enforcement Agencies), APCO (The Association of Public-Safety Communications Officials), and IAED (International Academies of Emergency Dispatch)
- Ensure milestones are accomplished for the implementation of the new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suit
- Collaborate with other City departments to continue working on new Emergency Communications Center build

Prior Year Accomplishments for FY 2023-2024

- Implemented Emergency Medical Dispatch Protocols
 - Partnered with Priority Dispatch to receive expert call review and feedback from their Quality Performance Review team
- Collaborated with Information Technology department and Tarrant 9-1-1 district to integrate non-emergency phone lines with emergency phone console to streamline call answering processes
- Obtained Texas Commission on Law Enforcement (TCOLE) credentials which enables Public Safety Communications to act as its own agency and report directly to TCOLE
- Implemented 12-hour shift operations schedule to increase minimum staffing requirements to three Telecommunicators on-duty at all times to improve operational effectiveness, as well as allow for more consecutive days off for staff to encourage better work-life balance
- Implemented revisions to existing nature code/priorities for the Police Department in conjunction to creating Police call taking guide card system to streamline call processing for police specific calls for service

Supplemental Budget Items

2024-2025
No supplemental budget items.

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-24 Estimate	FY 2024-25 Goal
Total 9-1-1 Calls Answered (Emergency Calls Only)	19,623	22,174	23,500
PSAP Answer Times	96.8% of 9-1-1 calls answered in under 10 seconds	97.09% of 9-1-1 calls answered in under 10 seconds (to date)	98%
Total Medical Cases Processed Utilizing EMD Protocols	NA	3,751 (to date)	7,500
Average Dispatch Time for BFD Priority 1 calls	45 Seconds	42 Seconds	45 Seconds

Expenditure and Personnel Summary - Communications Dispatch

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	1,896,110	2,172,612	2,097,306	2,564,616
Operating Expenses	275,048	502,340	496,210	504,956
Totals	\$ 2,171,158	\$ 2,674,952	\$ 2,593,516	\$ 3,069,572

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	22.00	22.00	22.00	-

Public Works

The **Public Works Department** is dedicated to providing responsive, efficient, and cost-effective care for Burleson's public works infrastructure.

The **Administration Division** provides support to the department as a whole, including analysis, the departmental safety and training program, financial management, and procurement support.

The **Environmental Division** provides a broad range of services and support to the city including mosquito abatement, stormwater compliance, and consultation/support on general environmental compliance issues.

The **Facilities Division** provides building maintenance for 27 city facilities.

The **Fleet Services Division** provides full lifecycle support of the city's vehicle and equipment fleet from acquisition to maintenance and ultimate disposal.

The **Street and Drainage Maintenance Division** provides routine maintenance and pavement management for the city's 225 miles of streets, replaces/repairs sidewalk segments, maintains drainage culverts and channels, and provides emergency response for flooding and winter weather events.

The **Traffic Division** maintains and operates the city's traffic control infrastructure including traffic signals, streetlights, street signs, and pavement markings. This group also reviews traffic studies associated with proposed private developments and will operate the pending Traffic Management Center.

The **Water and Wastewater Division** maintains the city's water distribution system and wastewater collection system to meet the community's needs and also provides field utility locating services to help contractors avoid unexpectantly damage to city water and wastewater lines underground.

Goals for FY 2024-2025

- Implement an updated preventative maintenance plan for city facilities
- Begin the pre-accreditation process for the American Public Works Association (APWA)
- Implement departmental safety policy
- Complete city facility condition assessment and master plan
- Implement new internal customer communication tools for fleet and facility services
- Assume maintenance responsibility for TxDOT traffic signals within the city limits

Prior Year Accomplishments for FY 2023-2024

- Completed Advanced Metering Infrastructure and Automated Meter Reading Feasibility Study
- Completed citywide pavement assessment
- Completed regulatory requirements for lead water service line verification (over 5,000 customers)
- Completed construction procurement for Intelligent Transportation System project saving \$1.8m

Supplemental Budget Items

2024 - 2025
Low Water Crossing Enhancements (\$146,500) Street Maintenance and Repair (\$1,645,833)

Performance Measures

Measure	FY 2023-2024 Target	FY 2023-2024 Estimate	FY 2024-2025 Goal
Square feet of miscellaneous concrete repairs completed in-house	17,000	5,639	9,300
Traffic signal preventive maintenance completed	100%	100%	100%
Percentage of water test samples passing requirements	100%	100%	100%
Percentage of unaccounted for water	7%	7.2%	7%
Number of sanitary sewer overflows per 100 miles of sewer line	2	1	1.5

Expenditure and Personnel Summary - Public Works Administration

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	984,445	1,002,681	1,037,389	885,290
Operating Expenses	149,406	78,353	111,141	101,523
Totals	\$ 1,133,851	\$ 1,081,034	\$ 1,148,530	\$ 986,813

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	7.00	6.00	6.00	-

Expenditure and Personnel Summary - Facilities Maintenance

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	427,990	437,969	469,517	460,291
Operating Expenses	583,323	752,871	716,232	493,057
Totals	\$ 1,011,313	\$ 1,190,840	\$ 1,185,749	\$ 953,348

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	5.00	5.00	5.00	-

Expenditure and Personnel Summary - Streets Pavement Maintenance

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	920,846	1,348,760	1,046,587	1,080,897
Operating Expenses	1,909,663	2,259,822	2,742,036	2,339,672
Totals	\$ 2,830,509	\$ 3,608,582	\$ 3,788,623	\$ 3,420,569

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	14.00	11.00	11.00	-

Expenditure and Personnel Summary - Streets Drainage Maintenance

<i>Expenditures by Classification</i>	<i>2022-2023 ACTUAL</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2023-2024 REVISED BUDGET</i>	<i>2024-2025 ADOPTED BUDGET</i>
Salary and Wages	203,380	263,920	377,746	337,456
Operating Expenses	280,542	333,236	363,741	276,053
Capital Expenses	-	-	-	137,000
Totals	\$ 483,922	\$ 597,156	\$ 741,487	\$ 750,509

<i>Personnel by Division</i>	<i>2022-2023 ORIGINAL BUDGET</i>	<i>2023-2024 ORIGINAL BUDGET</i>	<i>2024-2025 ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET VARIANCE</i>
Full Time and Equivalents	3.00	5.00	5.00	-

Expenditure and Personnel Summary - Environmental Services

<i>Expenditures by Classification</i>	<i>2022-2023</i>		<i>2023-2024</i>		<i>2023-2024</i>		<i>2024-2025</i>	
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>	<i>ADOPTED BUDGET</i>	<i>ADOPTED BUDGET</i>	
Salary and Wages	189,973	216,611		192,494		82,983		
Operating Expenses	116,910	100,867		101,434		66,865		
Capital Expenses	-	18,000		18,000		-		
Totals	\$ 306,883	\$ 335,478	\$	\$ 311,928	\$	\$ 149,848		

<i>Personnel by Division</i>	<i>2022-2023</i>		<i>2023-2024</i>		<i>2024-2025</i>		<i>ORIGINAL BUDGET</i>	
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>	
Full Time and Equivalents	2.00	1.00		1.00		1.00		-

Expenditure and Personnel Summary - Streets Traffic Maintenance

<i>Expenditures by Classification</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2023-2024</i>	<i>2024-2025</i>
	<i>ACTUAL</i>	<i>ORIGINAL BUDGET</i>	<i>REVISED BUDGET</i>	<i>ADOPTED BUDGET</i>
Salary and Wages	503,372	684,035	546,486	723,072
Operating Expenses	315,658	469,392	497,594	593,535
Totals	\$ 819,030	\$ 1,153,427	\$ 1,044,080	\$ 1,316,607

<i>Personnel by Division</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>ORIGINAL BUDGET</i>
	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>ORIGINAL BUDGET</i>	<i>VARIANCE</i>
Full Time and Equivalents	6.00	6.00	7.00	1.00

Supplemental Information

GLOSSARY OF TERMS

Accrual Basis

The basis of accounting under which transactions are recognized when they occur regardless of the timing of related cash flows.

Ad Valorem Tax

A tax computed on the assessed valuation of all property, real personal and improvements to property within a taxing jurisdiction subject to taxation on January 1.

Appropriation

A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes.

Assessed Valuation

A value that is established for real or personal property for use as a basis for levying property taxes. (Note: Property values are established by the Johnson County Appraisal District.)

BACC

Acronym for Burleson Area Chamber of Commerce.

BPD

Acronym for Burleson Police Department.

Base Budget

The amount of revenues and expenditures needed to maintain current service levels.

Balanced Budget

The budget where projected expenditures equal projected revenue.

Bond

Faith and credit financings requiring preparation of offering statements and bond ratings.

BRiCK

Acronym for Burleson Recreation Center

Budget

The City's financial plan for a specific fiscal year that contains both the estimated revenues to be received during the year and the estimated expenditures to be incurred to achieve stated objectives.

Budget Document

The official written statement prepared by the manager's office which presents a comprehensive financial program to the City Council.

Burleson 4A Economic Development Corporation

Burleson 4A Economic Development Corporation is a blended component unit of the City. The 4A Corporation administers a ½ cent sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. The special revenue fund accounts for the receipts of the sales tax revenue, and subsequent transfers to the debt service fund.

Burleson 4A Economic Development Corporation Debt Service Fund

The Burleson 4A Economic Development Corporation Debt Service Fund is used to account for receipts of sales tax revenue transfers and payment of the debt service.

Burleson Community Services Development Corporation (4B)

The Burleson Community Services Development Corporation is another component unit of the City the BCDC administers a ½ cent sales tax. The proceeds of this tax are used to pay debt service on bond issues for various capital improvement. The special revenue fund accounts for the receipt of the sales tax revenue and subsequent transfer to the debt service fund.

Burleson Community Services Development Corporation (4B) Debt Service Fund

The Burleson Community Services Development Corporation (4B) is used to account for the receipt of sales tax revenue transfer and payment of the debt service.

AFR

Annual Finance Report

CO

Acronym for Certificates of Obligation.

COG

Abbreviation for North Central Council of Governments.

City Manager's Message

A general summary of the proposed budget presented as a part of, or a supplement to the budget document. The budget message explains major budget issues as related to the financial experience in recent years and presents recommendations made by the City Manager.

Capital Asset

An asset which costs more than \$3,000 and has a useful life greater than one year.

Capital Expenditures

Decrease in resource for the acquisition of major, long term capital assets.

Cletran

A unit of the city of Cleburne which provides regional transportation between the cities of Cleburne, Joshua and Burleson.

Contractual Obligations

Bonds used to finance personal property such as vehicles, equipment, computers, radio systems, etc. No real property may be purchased or improved. The repayment of these bonds is made from property taxes. These bonds are backed by the full faith and credit of the issuing government.

Department

A functional unit of the City containing one or more divisions.

Depreciation

The process of estimating and recording the lost usefulness, expired useful life or diminution of service from a fixed asset that cannot or will not be restored by repair and will be replaced. The cost of the fixed asset's lost usefulness is the depreciation or the estimated depreciation of value for the operating period.

Division

A functional section of a department.

Effective Tax Rate

The rate which produces the same revenues in terms of the total amount of taxes as compared to the prior year.

Encumbrances

Commitments in the form of purchase orders or contracts which are chargeable to an appropriation and for which a part of the appropriation is reserved.

Enterprise Fund

A fund established to account for operations that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user fees.

ETJ

Acronym for Extra Territorial Jurisdiction

Expenditures

The outflow of funds paid or to be paid for an asset obtained or goods and services obtained, regardless of when the expense is actually paid.

Expenses

Charges incurred (whether paid immediately or unpaid) for operation, maintenance, interest and other charges.

FF

Acronym for Firefighter.

FY

Abbreviation for Fiscal Year.

Fiscal Year

The time period designated by the City signifying the beginning and ending period for recording financial transactions. The City of Burleson's budget year is from October 1 to September 30.

Fixed assets

Assets of a long-term character which are intended to continue to be held or used, such as land, buildings, improvements other than buildings, machinery and equipment. In Burleson, an item is capitalized as a fixed asset if it is over \$5000 in value and has a useful life in excess of one year.

Franchise Tax

A charge paid for the use of City streets and public right-of-way and is in lieu of all other municipal charges, fees, street rentals, pipe taxes or rentals, easement or others such as inspection fee, and/or charges of every kind except only ad valorem and special assessment taxes for public improvements (e.g., gas, telephone, cable television and banks).

Full-Time Equivalent (FTE)

A measure of authorized personnel calculated by equating 2,080 hours of work per year with the full-time equivalent of 1 position.

Fund

An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

Fund Balance

Fund balance is the excess of assets over liabilities and is therefore also known as surplus funds.

GIS

Acronym for Geographical Information System.

GO

Acronym for General Obligation.

GFOA

Acronym for Government Finance Officers Association

General Debt Service Fund

The General Debt Service Fund is used to pay principal and interest on General Obligation Bonds.

General Fund

This fund typically includes most of the basic operation services, such as police and fire protection, public works, parks and recreation, library and general administration. General Fund revenues include: tax revenues, licenses and permits, intergovernmental revenue, service fees, fines and forfeitures, and interest.

General Obligation Bonds

Bonds that finance public projects such as streets, municipal facilities, and park improvements. The repayment of these bonds is made from property taxes, and these bonds are backed by the full faith and credit of the issuing government.

Generally Accepted Accounting Principles (GAAP)

Uniform minimum standards and guidelines to financial accounting and reporting. GAAP governs the form and content of the basic financial statements of an entity. They encompass the conventions, rules and procedures necessary to define accepted accounting practices at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. They provide a standard by which to measure financial presentations.

Goals

Goals describe the purpose or benefit the division/department plans to provide to the community and/or organization it serves. Goals identify the end result the division or department desires to achieve with its activities, but goals are often ongoing and may not be achieved in one year.

Governmental Funds

Governmental Funds are those through which most governmental functions are financed. They generally follow the modified accrual basis of accounting, therefore the primary focus is on financial position and changes in net assets vs. net income determination.

Hotel/Motel Fund

Hotel/Motel Fund is used to account for the receipts and allocation of the City's 7% room occupancy tax imposed on the rental of hotel-motel room located within the corporate city limits and extraterritorial jurisdiction of the City.

Hotel/Motel Tax

A tax levied upon the occupancy of any room or space furnished by any hotel where such cost of occupancy is at the rate of two (\$2.00) dollars or more per day. In Burleson and its extraterritorial jurisdiction, a room tax of seven (7%) is levied. Revenue from this tax is used by the City and Burleson Area Chamber of Commerce for promoting and advertising the City.

IH

Acronym for Interstate Highway.

IT

Acronym for Information Technology.

Income

A term used in proprietary fund type accounting to represent (1) revenues or (2) the excess of revenues over expenses.

Inter fund Transfers

Amounts transferred from one fund to another.

Internal Service Fund

Funds used to account for the financing of goods or services provided by one department to other departments on a cost-reimbursement basis. In Burleson, the Equipment Services Fund, Vehicle Replacement Fund and Support Services Fund are internal service funds.

Levy

(Verb) To impose taxes, special assessments, or service charges for the support of governmental activities. (Noun) The total amount of taxes, special assessments, or service charges imposed by a government.

Modified Accrual Basis

The accrual basis of accounting adapted to the governmental fund type spending measurement focus. Revenues are recognized when they become both "measurable" and "available" to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred except for (1) inventories of materials and supplies which may be considered expenditures either when purchased or when used; (2) prepaid insurance and similar items which need not be reported; (3) accumulated unpaid vacation, sick pay, and other employee benefit amounts which need not be recognized in the current period, but for which larger-than-normal accumulations must be disclosed in the notes recorded when due rather than accrued; if approximately offset by interest earnings on special assessment levies; and (5) principal and interest on long-term debt which are generally recognized when due.

NCTCOG

Abbreviation for North Central Council of Governments.

Old Town

Historic central business district.

Object Code

Expenditure classification according to the types of items purchased or services obtained; for example, personal services, materials, supplies, and equipment.

Operating Budget

The budget that pertains to daily operation that provides basic governmental services. The operating budget contains appropriations for such expenditures as personnel, supplies, utilities, materials, travel, fuel, and capital equipment.

Payment in Lieu of Taxes (PILOT)

A fee charged to the Water and Wastewater Enterprise Fund and Solid Waste Fund to compensate for property taxes lost due to municipal ownership. The ad valorem tax rate is applied to the book value of the utility system.

Performance Measures

Performance measures reflect how well a program is performing its activities to meet the needs of the public and the organization. They measure productivity, effectiveness, efficiency and/or the impact of service provided.

Reserve

An account used to indicate that a portion of fund equity is legally restricted for a specific purpose.

Revenue Bonds

Bonds whose principal and interest are payable exclusively from earnings of an Enterprise Fund. In addition to a pledge of revenues, such bonds sometimes contain a mortgage on the Enterprise Fund's property.

Revenue

An increase in the governmental unit's current financial resources.

ROW

Acronym for Right of Way.

SAN

Acronym for Storage Area Network.

SH

Acronym for State Highway.

SRO

Abbreviation for School Resource Officer.

Sales Tax

A general "sales tax" is levied on all persons and businesses selling merchandise in the city limits on a retail basis. Monies collected under authorization of this tax are for the use and benefit of the City.

Service Enhancement

A request to budget an activity at a level above current service levels in order to achieve increased objectives or new objectives. New programs may also be proposed.

TEX21

Abbreviation for "Transportation Excellence for the 21st Century", a statewide coalition of public and private entities that are committed to determining comprehensive solutions to the transportation challenges in Texas.

TIF

Acronym for Tax Increment Financing. It is a tool used for redevelopment and community improvement projects.

Tax Rate

The amount of tax applied to the tax base. The rate is expressed in cents. The 2010-2011 tax rate for the City of Burleson is \$.71 per \$100 of assessed valuation of taxable property.

Tax Rate Limit

The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state and local, having jurisdiction in a given area.

Tax Roll

The official list showing the amount of taxes levied against each taxpayer or property. Frequently, the tax roll and the assessment roll are combined, but even in these cases the two can be distinguished.

Taxes

Compulsory charges levied by a government for the purpose of financing services performed for the common benefit. This term does not include specific charges made against particular persons or property for current or permanent benefits such as special assessments. Neither does the term include charges for services rendered only to those paying such charges as, for example, sewer charges.

Unencumbered Balance

The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purchases.

VoIP

Acronym for Voice Over Internet Protocol, a type of phone system which routes voice conversations over the Internet.

WIFI

Wi-Fi is a wireless technology intended to improve the interoperability of the wireless local area network.

Working Capital

The amount of current assets minus the amount of current liabilities as of fiscal year end.

ACRONYMS

AV: Ad Valorem

BACC: Burleson Area Chamber of Commerce

BCDC: Burleson Community Services Development Corporation

BPD: Burleson Police Department

BRiCk: Burleson Recreation Center

AFR: Annual Financial Report

CIP: Capital Improvement Program

CO: Certificate of Obligation

COG: Council of Governments

CVE: Commercial Vehicle Enforcement

EDIF: Economic Development Incentive Fund

ETJ: Extra Territorial Jurisdiction

ETR: Effective Tax Rate

FF: Firefighter

FT: Full-time

FTE: Full-time Equivalent

FY: Fiscal Year

GAAP: Generally Accepted Accounting Principles

G & A: General & Administrative

GF: General Fund

GFOA: Government Finance Officers Association

GIS: Geographical Information System

ANNUAL OPERATING BUDGET AND PLAN OF SERVICE

G.O.: General Obligation

IH: Interstate Highway

I&S: Interest & Sinking (i.e., Debt)

IT: Information Technology

M&O: Maintenance & Operations

NCTCOG: North Central Texas Council of Governments

PILOT: Payment in Lieu of Taxes

PT: Part-time

ROW: Right of Way

RTR: Rollback Tax Rate

SAN: Storage Area Network

SH: State Highway

SRO: School Resource Officer

TEX21: Transportation Excellence for the 21st Century

TIF: Tax Increment Financing

TMRS: Texas Municipal Retirement System

VoIP: Voice Over Internet Protocol

WIFI: Wireless internet capability.

Animal Control

PERMIT/SERVICE	FEE
1. Offense Fees (Impoundment)	
A. First Offense (Altered/Unaltered)	\$30/\$45
B. Second Offense (Altered/Unaltered)	\$60/\$80
C. Third Offense (Altered/Unaltered)	\$85/\$120
2. Small Animal Boarding Fee	\$10/per Day
3. Livestock Impounding Fee	\$75
4. Livestock Boarding Fee	\$10/per Day
5. Adoption Fee	\$20/per Animal
6. Adoption Spay/Neuter Fee	\$75
7. Immunization Fee	
A. Distemper, Parvo and Bordetella	\$20
B. Rabies	\$10
8. Quarantine Fee	\$10/day
9. Microchip Fee	\$15
10. Multi-Pet Permit	
A. Application Fee	\$ 5
B. Permit Fee	\$25/Annually
11. Kennel Permit	
A. Application Fee	\$ 5
B. Permit Fee	\$100/Annually
12. Dangerous Animal Registration Fee	\$250/Annually

BRiCK

PERMIT/SERVICE	FEE
1. Definitions:	
A. Adult	Ages 16-61
B. Non-Resident	Any individual or family not living within the defined city limits of Burleson
C. Resident	Person who resides within the city limits of Burleson
D. Senior	Ages 62 and older
E. Youth	Ages 3-15 (children under 3 years of age are free)
2. General Policy for BRiCK:	
A. Children below 10 years of age must be accompanied by an adult at all times.	
B. Children 15 and younger must have an adult present in the facility at all times and must be directly supervised in the fitness area.	
C. Children 13 and older may attend a fitness orientation class to be allowed future access to the fitness area without direct adult supervision. A parent or gaurdian must still be present in the facility.	
3. Cancellations/Refunds/Transfers/Medical Policy:	
A. Rentals canceled 30 calendar days or more prior to event date	Receive 100% of the deposit
B. Rentals canceled 29-15 calendar days prior to event date	Receive 50% deposit
C. Rentals cancelled 14 calendar days or less prior to the event date	Forfeit all deposits
D. Rentals downgraded from 2 rooms to 1 room 30 calendar days or more prior to event date	Refunded 100% of deposit paid for the additional room

E. Rentals downgraded from 2 rooms to 1 room less than 30 calendar days prior to event date	Forfeit the portion of the deposit paid for the additional room. For pool party rooms, one-half of the deposit paid for both rooms will be forfeited.
F. Sports rental cancellations	May be subject to an administrative fee not to exceed \$50.00
5A. Memberships Fees	(Annual Contract/Monthly Draft/1 Month)
Youth (3-15 yrs.)	\$235/\$25/\$30
Adult	\$330/\$35/\$40
Senior (62 & Up)	\$280/\$30/\$35
Family	\$505/\$50/\$65
5B. Non-Resident Rate	(Annual Contract/Monthly Draft/1 Month)
Youth (3-15 yrs.)	\$315/\$30/\$40
Adult	\$440/\$45/\$55
Senior (62 & Up)	\$380/\$40/\$50
Family	\$680/\$70/\$85
5C. Military/First Responder Rate	(Annual Contract/Monthly Draft/1 Month)
Youth (3-15 yrs.)	\$185/\$20/\$25
Adult	\$260/\$25/\$35
Senior (62 & Up)	\$225/\$23/\$30
Family	\$405/\$40/\$50
5D. Corporate/Educator Rate	(Annual Contract/Monthly Draft/1 Month)
Adult	\$285/\$30/\$35
Senior (62 & Up)	\$245/\$25/\$30
Family	\$445/\$45/\$60
5E. Summer Punch Pass Rate	(5 Day/10 Day)
Youth (3-15 yrs.)	\$20/\$25
Adult	\$25/\$30
Senior (62 & Up)	\$22/\$27
Family	\$35/\$40
5F. Daily Guest Rate	(1 Day/ Military, First Responder, Educator)
Daily Pass 3 & Up	\$8/\$6
Family Day Pass (up to 4)	\$20/\$15
Groups of 15+	\$6 each/\$4 each
6. Fees in Addition to Membership	
The following are available to members at an additional cost (not included in the membership fees) & subject to rules established by the Director of Parks and Recreation.	
6A. Indoor Aquatics / Party Rooms	(Deposit/Member or Resident/Non-Resident)
Pool Party Room - Max 25 guests	\$50/\$50 per hour/\$81 per hour
Pool Party Room - Max 50 guests	\$50/\$95 per hour/\$142 per hour
Private party without slide - Max 485 guests	\$50/\$237.50 per hour/\$262.50 per hour
Private party with slide - Max 485 guests	\$50/\$262.50 per hour/\$287.50 per hour
Private party with sundeck - 50 max	\$50/\$70/\$108
General Policies (not limited to the following)	
All rental rates are based on hourly rates with a minimum 2 hour rental.	
Rentals and private parties include the use of party room(s) and entire indoor aquatics area	
Private party fees include the cost of after-hours lifeguards	

6B. Meeting Room Rentals	
(All rental rates are based on hourly rates with a minimum 2 hour rental)	
	(Deposit/Member or Resident/Non-Resident)
1,400 square feet	\$50/\$45 per hour/\$61 per hour
2,800 square feet	\$50/\$80 per hour/\$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	<u>\$30/hr in addition to rental fees listed above</u>
6C. Gymnasium Rentals	
(Deposit/Member or Resident/Non-Resident)	
Half Court	\$50/\$25 per hour/\$46 per hour
Full Court	\$50/\$35 per hour/\$61 per hour
Two Full Courts	\$50/\$65 per hour/\$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	<u>\$30/hr in addition to rental fees listed above</u>
6D. Group Fitness	
(Deposit/Member or Resident/Non-Resident)	
Group Exercise Room Rental - Max 25 guests	\$50/\$25 per hour/\$35 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	<u>\$30/hr in addition to rental fees listed above</u>
6E. Kids Zone:	
All Family memberships excluding Daily Guests	No additional cost
Daily Guests	\$2 per hour/per child
General Policies (not limited to the following):	
Ages 6 months through 12 years of age	
Parents/guardians must be on premises	
Maximum 2 hours	
Late fees will be charged for failure to pick up on time	
6F. Outdoor Swimming Pool	
(All rentals are based on hourly rates with a minimum of two hour rental):	
(Deposit/Member or Resident/Non-Resident)	
Daily Passes - Youth (Age 3-15)	\$0/\$3/\$3
Daily Passes - Adult (Age 16-61)	\$0/\$4/\$4
6G. Outdoor Pool Rental/Private Parties:	
(Deposit/Member or Resident/Non-Resident)	
0-49 attendees/ guests	\$75/\$65 per hour/\$75 per hour
50-149 attendees/ guests	\$75/\$75 per hour/\$85 per hour
6H. Splash Pad Private Rental	
(Deposit/Member or Resident/Non-Resident)	
Max Guest: 150 Private Rental	<u>\$50/\$60 per hour/\$70 per hour</u>
6I. Party Packages (2 hours)	
(Deposit/Fee)	
Basic - 1 Activity (24 participants)	\$50/\$225
Additional Activity (Pool or Gym/Boulder)	\$0/\$30
Additional Guests	\$5 each
6J. Splash Pad Pavilion Rental	
(Deposit/Member or Resident/Non-Resident)	

Cost per pavilion, 2 available

Max guests: 20 per pavilion

***Rentals of the splash pad pavilion will only be allowed during certain hours**

\$50/\$30 per hour/\$40 per hour

General Policies (not limited to the following):

Private party fees include the cost of afterhours lifeguards

The Damage Deposit will be refundable provided the usage contract terms are met

Refund is subject to any remaining balance due on household

Building Permits and Inspection

PERMIT/SERVICE	FEE
1. Fees for new structural occupancy (<i>Single family dwelling, duplex, townhouse</i>)	\$0.60/ft. all area under one roof
2. Fees for new Commercial (Except apartment and shell buildings)	
A. 500 SQ. FT. OR LESS	\$450
B. 501 - 1,000	\$850
C. 1,001 - 2,500	\$2,132
D. 2,501 - 8,500	\$65 + \$0.665/Sf
E. 8,501 - 50,000	\$5,000 + \$0.30/Sf
F. 50,001 - 100,000	\$12,285 + \$0.125/Sf
G. 100,001-500,000 SQ. FT.	\$17,485 + \$0.083/Sf
H. 500,001 or more SQ. FT.	\$43,485 + \$0.042/Sf
3. Fees for Shell Buildings	
A. Completion of Structure	1/2 the rates in "2" Above
B. Interior completion	1/2 the rates in "2" Above
4. Fees for new Apartment Only	
A. 50,000 or less SQ. FT.	\$.32/sq. ft
B. 50,001 - 100,000	\$4,000 + .24/sq.ft.
C. 100,001 - 200,000	\$12,000 + .16/sq.ft.
D. 201,000 or more SQ. FT.	\$20,000 + .12/sq.ft.
5a. Commercial single trade permits	
A. \$2,500 or less	\$50
B. \$2,501 - \$10,000	\$70
C. \$10,001 and over \$2,500 increments	\$75 Plus \$10/per Increment
5b. Residential single trade permits	\$65/each
6a. Residential Addition - addition to an existing residential structure	\$0.50/Sq Ft
6b. Residential Remodel - alterations, repairs & remodeling to an existing residential structure	\$0.25 /Sq Ft
7. Commercial Remodel / Addition - alterations, repairs, additions & remodeling to existing commercial structure. (Based on valuation)	
A. <\$500	\$70
B. \$500 - \$2500	\$75
C. \$2500 - \$5000	\$80
D. \$5000 - \$7500	\$85
E. \$7500 - \$10,000	\$90
F. More than \$10,000	\$90 + \$10/\$2500 increments over \$10,000
8. New Construction for garages, barns & storage buildings over 200 Sq Ft	
A. <\$500	\$70

B. \$500 - \$2500	\$75
C. \$2500 - \$5000	\$80
D. \$5000 - \$7500	\$85
E. \$7500 - \$10,000	\$90
F. More than \$10,000	\$90 + \$10/\$2500 increments over \$10,000

9. Certificate of Occupancy (Commercial remodel, new tenant, & tenant finish out)

A. 1-500 SQ. FT.	\$50
B. 501 - 2,500 SQ. FT.	\$60
C. 2,501 - 5,000 SQ. FT.	\$80
D. 5,000 - 10,000 SQ. FT.	\$100
E. 10,000 or more	\$150
F. Clean & show (Commercial Electric Release)	\$50
G. Temporary Certificate of Occupancy	\$300/30 days not to exceed 90 days

10. Reinspection Fees

A. Reinspection Fee - 2nd red tag for same item	\$75
B. Reinspection Fee - 3rd red tag for same item	\$150

11. Miscellaneous Permits

A. Swimming Pool	
1. In-Ground	\$200
2. Above Ground	\$ 50
B. Other - Includes:	
1. Storage Buildings (Less than 200 sq. ft.)	\$25
2. Moving Permit	\$25
3. Carport/Awning	\$25
4. Fence (New & Replace)	\$25
5. Retaining Wall	\$25
6. Window Replacement	\$25
7. Foundation (New)	\$75
8. Demolition Permits	\$25 for residential / \$100 for commercial
9. Patio Cover	\$50
10. Freestanding Structure (i.e. Pergola, Gazebo, Arbor)	\$50
11. Subdivision Entry Wall Screen	\$150
C. Lawn Sprinkler	\$100
D. Signs	
1. Freestanding Sign	\$100 (Pole / Pylon / Monument / Flag Sign)
2. Wall Sign without CMS	\$50 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
3. Wall Sign with CMS	\$100 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
4. CMS added to existing Wall or Freestanding Sign	\$100
5. Shopping Center Sign Plan	\$250
6. Temporary Signs	\$25 (Banners / Homebuilder / Residential Subdivision Development)
7. Sign Variance	\$250
8. Billboard Conversion	\$200 (Static type to Electronic)
E. Subdivision Entry Wall Screen	\$150
12. After Hours Inspection	\$60 per hour (2 hour minimum)
13. Plan Review	
A. Commerical Plan Review (New Only)	40% of Building Permit Fee - \$250 minimum & a \$7,000 maximim (non-refundable)
B. Commerical Remodel/Addition	40% of Building Permit Fee (non-refundable)
C. Residential Plan Review (New)	\$75/each
D. Residential Plan Review (Remodel/Addition)	\$30

14. Building Codes & Standards Board	\$150
15. Electrician's License	
A. Master	
1. First Annual	\$0
2. Renewal	\$0
B. Journeyman	
1. First Annual	\$0
2. Renewal	\$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential \$65/Commercial \$75
16. Mechanical License	
A. Mechanical	
1. First Annual	\$100
2. Renewal	\$50
B. Sub-Contractor Base Permit Fee / Validation Fee	Residential \$65/Commercial \$75
17. Plumbing Contractor's Registration	
A. First Annual	\$0
B. Renewal	\$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential \$65/Commercial \$75
18. Temporary Use	
A. Special Events	\$50
B. Seasonal Use	\$50
C. Temporary Outdoor Sales	\$50
D. Stationary Food Vendors	\$50
E. Carnival & Circus	\$50
19. Administrative fee (Applied when changes are made to previously reviewed and/or permitted projects for residential or commercial -- i.e. revised site plan, floor plan, etc.)	\$25
A. First Revision	\$75
B. Second Revision	\$150
C. Each Additional Revision	\$200/each
20. Modular buildings/construction trailers (Utilities require separate permit - see #5 - one trade only permits)	\$50
21. Commercial Canopy/Cover	1/4 cost of Commercial
A. 500 sq. ft. or less	\$120
B. 501-1,000	\$210
C. 1,001-2,500	\$410
D. 2,501-8500	\$12.50 + .16/sq. ft.
E. 8,501-50,000	\$862.50 + .06/sq. ft.
F. 50,001-100,000	\$2,362.50 + .03/sq. ft.
G. 100,001-500,000	\$3,362.50 + .02/sq. ft.
H. 500,001 or more sq. ft.	\$8,362.50 + .01/sq. ft.

City Manager's Office

PERMIT/SERVICE	FEE
1. Solid Waste Collection Service application fee	\$75.00
2. Limousine Service Permit	\$25/Year
3. Annual License to operate any manufactured home park, mobile home park or travel trailer park within the City	\$25.00 plus \$1.00 per space for all spaces in excess of 25
4. Transfer fee for transfer of annual license to operate any manufactured home park, mobile home park or travel trailer park within the City	\$25

City Secretary's Office

PERMIT/SERVICE	FEE
1. Amusement Center License	Occupation Tax \$7.50/ per machine annually
2. Pool Hall License	Occupation Tax \$7.50/ per machine annually
3. Taxicab Franchise	2% of Annual Gross Receipts
4. Taxicab Application Fee	\$50
5. Skating Rink Application	\$100 Annual License
6. Beer and Wine Permit	One half of fee assessed by TABC for each State permit issued
7. Mixed Beverage Permit-After 3rd yr of operations	One half of fee assessed by TABC for each State permit issued

Code Enforcement

PERMIT/SERVICE	FEE
1. Administrative Cost to File Liens for Cost of Mowing and Nuisance Abatement	\$120
2. Weed mowing and nuisance abatement notification fee	\$50

Economic Development/TIF

PERMIT/SERVICE	FEE
Mayor Vera Calvin Plaza in Old Town:	
1. Plaza reservation: half-day (up to 6 hours)	\$2,500 + \$1,500 refundable deposit
2. Plaza reservation: full day (in excess of 6 hours)	\$5,000 + \$2,500 refundable deposit

Engineering

PERMIT/SERVICE	FEE
1. Developers Contract Fee	4% Of Value of Contract
2. Closing Abandoning of	
A. Right-of-Way	\$550
B. Easement	\$250
3. Sign Installation	\$250 per sign
4. Plan Review	
A. Initial Submittal	\$750
B. Every Additional Review	\$250
5. Easement/Right of Way Use Agreement	\$125
6. Traffic Study Fee	\$1,250
7. Flood Study Reviews	\$1 per foot of reach length / \$2,000 minimum
8. Overtime Inspection Fee	\$55 per hour

Environmental Health

PERMIT/SERVICE	FEE
1. Food Safety Inspection Fees	
A. Grocery	
1. ≤ 5,000 sq. ft.	\$275
2. > 5,000 sq. ft.	\$400
B. Food Service	
1. ≤ 500 sq. ft.	\$150
2. > 500 ≤ 1,500 sq. ft.	\$200
3. > 1,500 ≤ 3,000 sq. ft.	\$275
4. > 3,000 ≤ 6,000 sq. ft.	\$350

5. > 6,000 sq. ft.	\$400
C. Child Care Food Service	\$150
D. Catering Operation	\$250
E. Temporary Food Service	\$50
F. Food Court	\$200 per establishment
G. Adjunct Operation	
1. Food Service	\$150 per independent operation
2. Food Store ≤ 5,000 sq. ft.	\$150 per independent operation
3. Food Store > 5,000 sq. ft.	\$200 per independent operation
H. Commissary	
1. No food prep	\$100
2. With food prep	\$200
I. Mobile Units	
1. Prepackaged food only	\$100
2. Open and/or food prep	\$200
3. Push Carts	\$200
J. Plan Review	
1. ≤ 500 sq. ft.	\$0
2. >500 ≤ 3,000 sq. ft.	\$50
3. >3,000 sq. ft.	\$100
K. Late Fee	The late fee increases 10% for each 30 day block until permit fee and late fee is paid. Permits that are more than 90 days overdue will be required to be reappplied for.
1. From 1-30 days	10% of fee owed
2. From 31-60 days	20% of fee owed
2. On-site sewage facility fees	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	\$ 0
2. Water research fee	\$10
3. Permit Fee	\$250
4. Total for new system	\$260
B. Reinspection of system	\$75
C. Repair of system previously permitted	\$100
3. Beer and Wine Permit	One half the state fee assessed for each State permit issued
4. Mixed Beverage Permit- After third year of operations	One half the state fee assessed for each State permit issued
5. Municipal Settings Designation	
A. Application Fee	\$2,000
B. Third-party environmental review fee	\$5,000
6. Miscellaneous Permits	
A. Swimming Pool, Spa & Interactive Water Feature	
1. Plan Review and Opening Inspection	\$150
2. Annual Permit	\$250
3. Required Reinspection	\$75
7. Food Truck Operational Site permit	\$50 for Six Months
8. Seasonal Permit (Farmers Market and Snow Cone Stand)	\$100
9. Food Handler Class Fee	\$15

Fire Department

PERMIT/SERVICE	FEE
1. Hazardous Materials Response	Cost + 10%
2. CPR Training Class	Overtime for Instructor

3. Fire Fighter Training Courses

A. Fire Officer 1	\$250.00 per student
B. Fire Officer 2	\$250.00 per student
C. Instructor Certification	\$150.00 per student
D. Driver/Operator	\$150.00 per student

Finance

PERMIT/SERVICE	FEE
1. Data Processing Services Request	\$25/hr or \$.42/Min
2. Return Check Fee	\$ 35 each

Fire Prevention

PERMIT/SERVICE	FEE
1. Fire Alarm System	
A. 1 to 10 Devices	\$125
B. 11 to 25 Devices	\$150
C. 26 to 50 Devices	\$175
D. 51 to 100 Devices	\$225
E. 101 to 200 Devices	\$300
F. 201 to 500 Devices	\$450
G. Over 500 Devices	\$450 plus \$75 for each additional; 100 devices or fraction thereof in excess of 25.
H. Plan review fee for all fire alarm systems	25% of permit fee
2. Automatic Sprinkler System Fees	
A. Underground Installation	\$165
B. 1 to 20 Sprinklers	\$125
C. 21 to 100 Sprinklers	\$200
D. 101 to 150 Sprinklers	\$250
E. 151 to 200 Sprinklers	\$300
F. Over 200 Sprinklers	\$300 plus \$75 for each additional 100 sprinklers or fraction thereof
G. Fire Pump - Additional	\$300
H. Residential Systems	\$150
I. Plan review fee for all automatic sprinkler systems	25% of permit fee
3. Other Extinguishing System	\$150
4. Underground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	\$125 per tank
5. Pyrotechnic Display	\$150 per display per day
6. LPG Installation - portable containers of greater than 125 gallons water capacity at properties where natural gas service is not available	\$125 per container
7. Above Ground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	\$125 per tank
8. Authorized Burning Permit	\$250 per trench/pit, plus \$25 each burn day
9. Carnival/Circus Permit	\$50
10. Foster Home Inspections	\$35
11. Daycare/Health Facilities Licensing Inspections	\$75
12. Other Permits required by Fire Code	\$50
13. Re-inspections Fees	\$45
14. Registration of firms selling and/or servicing hand fire extinguishers, "Vent-a-Hood" fire extinguisher systems, and fire sprinklers within the City	\$50 annually
15. Installation of Special Locking Systems	\$250

16. Gate Installation Permit (Required for gates across private streets or electric gates across fire lanes)	\$50
17. Standpipe Systems	\$50 each standpipe
18. Tent Permit	\$100
19. Public Event Permit Fee	\$250
20. Gas Well Fees	
A. Oil and Gas Well Permit	\$5,000 per wellhead
B. Road Damage Remediation Fee	Assessment per lane mile x Access lane miles per site x OCI (Overall Condition Indicator)
C. Gas Well Pad Site Annual Inspection Fee	\$5,000 per pad site (due June 1 annually)

Golf Course

PERMIT/SERVICE	FEE
1. Green Fees (All Fees include 1/2 cart and applicable taxes)	
A. Monday through Friday Green Fees	(Standard Rate/Seniors & Active Military Rate)
1. M-F: Open - Noon	\$41/33 rate without cart: \$32/\$24
2. M-F: Noon - 3pm	\$41/33 rate without cart: \$32/\$24
3. M-F: 3pm - Close	\$29 without cart rate: \$20
4. Super Twilight @ 5pm	\$15 Not cart inclusive
5. Senior Card (55+)	\$49.99 (year)
B. Saturday, Sunday, & Holidays Green Fees	
1. Sat & Sun (& Holidays): Open - Noon	\$40
2. Sat & Sun (& Holidays): Noon - 3pm	\$40 \$58 cart inclusive
3. Sat & Sun (& Holidays): 3pm - Close	\$31 rate without cart: \$22
4. Super Twilight @ 5PM	\$15 Not cart inclusive
C. Replay Green Fees	
1. 9 additional holes	\$9
2. 18 additional holes	\$18
3. Senior Card (55+)	\$23

All Golf fees listed are maximum fees to be charged. Golf course management has authority to adjust fees and run seasonal specials as needed to maximize play. In the event of a question or conflict, the City Council shall provide the final resolution.

2. Cart Fees	
9 holes	\$9.00
18 holes	\$18.00
3. Monthly Membership Fees: both include unlimited range balls, 10% discount in the pro-shop & \$20 golf after 2pm.	
Silver	\$32.99

Gold - Golf discounts prior to 2pm daily \$69.99

Library

PERMIT/SERVICE	FEE
1. Overdue Library Materials	No Charge
2. Overdue Interlibrary Loan Materials	No Charge
3. Replacement of Lost Materials	Cost or exact replacement
4. Damaged Library Materials	Cost or exact replacement
5. Black & White Copies/Printing	\$.10/Page
6. Use computer / internet / wireless internet	No Charge
7. Color Copies / Printing	\$.25/Page
8. Library Cards for Residents, Teachers and Students from schools within City Limits, TexShare Cardholders	No Charge
9. Non-Resident Fees	
Annually Renewable	\$25/ individual or \$50/ family
**In lieu of fee (patron can volunteer)	
10. Senior Non-Resident Fee (age 62 and over)	
Annually Renewable	\$12.50/ individual
11. Meeting Room Fees/ Usage Fees	Non-Cardholders / Businesses / Other For Profit Groups
A. Small conference room	\$25 minimum (1st 2 hours) + \$10 each addl. Hour
B. Large conference room	\$50 minimum (1st 2 hours) + \$25 each addl. hour
12. Proctoring Fee	\$20/exam
13. 3D Printing	\$.10/gram - \$1.00 minimum

Municipal Court

PERMIT/SERVICE	FEE
Return Check Fee	\$ 35 per

Parks

PERMIT/SERVICE	FEE
City Ball Fields	
1. Unreserved	No Charge
2. Organized League Athletics	City Leagues, PeeWee Football, and BYA are allowed to use fields for organized game play
3. Ball Field Reservations	
A. Reservations/Field	\$25 w/o lights
4. Tournament Fees	
A. Ballfield Rental Girls	\$300 per field minimum of 5 fields
B. Ballfield Rental Boys	\$400 per field per day minimum of 10 fields max of 15 fields

Park Facilities (Warren, Chisenhall and Mistletoe)

1. Pavillion	
A. Full Shelter	\$20/HR
2. Tennis Courts	
A. Tournament Reservations - Resident	\$10/HR.
B. Tournament Reservations - Non-Resident	\$15/HR.

Stage Rental Fees (All fees are based on a 4 hour stage rental)

1. For Profit Organizations	\$3,300
A. Extra Speakers	\$450

B. Additional Hours	\$500/hour
C. Deposit	\$1,000
D. Mileage greater than 5 miles	\$20/mile

2. Not For Profit Org (501c3 required) \$1,650

A. Extra Speakers	\$450
B. Additional Hours	\$250/hour
C. Deposit	\$1,000
D. Mileage greater than 5 miles	\$20/mile

All Recreation fees listed are maximum fees to be charged. Recreation management has authority to adjust fees and run seasonal specials as needed to In the event of a question or conflict, the City Council shall provide the final resolution to maximize play.

Park Land Dedication

Fee in lieu of land - Single Family (Charged with filing of the plat & only applicable if land is not dedicated)	\$458
Park Development Fee - Single Family (charged with filing of the plat)	\$818
Fee in lieu of land - Multi-Family (Charged with filing of the plat & only applicable if land is not dedicated)	\$399
Park Development Fee - Multi Family (charged with filing of the plat)	\$711

Police Department

PERMIT/SERVICE	FEE
1. Copy Services for Accident Reports or information or Copy of Certification of no report	\$6.00/EA
2 Additional Fee for Certified Copies	2/EA
3. License for Sexually Oriented Businesses	
A. New license	\$500
B. License renewal	\$500
C. Non-conforming license	\$500
D. Reinstatement fee	\$500
E. Application for location exemption	\$250
4. Alarm System Fees	
A. Residential Permit Fee	\$50
B. Commercial Permit Fee	\$100
C. Residential Permit Renewal	\$50 annually
D. Commercial Permit Renewal	\$100 annually
E. Residential Permit Reinstatement	\$50
F. Commercial Permit Reinstatement	\$100
G. False Alarm Response Fee	
1-3	\$ 0
4-5	\$ 50
6-7	\$ 75
8-9	\$100
10	\$100 and Police response revoked

5. Solicitor Permits/Registration

A. Local - 1 year	\$100
B. Interstate Commerce Registration	
90 Days	0
6 Months	0
1 Year	0
6. Good Conduct Letter	\$8/Each

Planning

PERMIT/SERVICE	FEE
1. Preliminary Plat	
A. Residential	\$850 + \$15/lot
B. Non-residential	\$500 + \$20 per acre
2. Final Plat	
A. Residential	\$500 + \$10/lot
B. Non-residential	\$500 + \$15 per acre
3. Plat Revision	
A. Re-plat	\$500 + \$10/lot
B. Amending Plat	\$350
4. Plat Vacation/Short Form	\$300
5. Minor Plat	\$400
6. ETJ Plat Exemption Letters	\$25
7. Zoning Change/Specific Use Permit	
A. Less than 3 acres	\$700
B. 3.1 - 10 acres	\$900
C. 11 -29 acres	\$1,400
D. 30+ acres	\$1,600 + \$15/acre over 30 (\$2800 max)
8. Planned Development/Permit	\$1,000 + \$20 per acre
9. Preprinted Zoning Ordinances	Free Online
10. Pre-Printed Subdivision Policies	Free Online
11. Comprehensive Plan	Free Online
12. Comprehensive Plan Summary	Free Online
13. Interpretation request for new or unlisted uses in zoning ordinance (City refunds \$350 if no ordinance amendment is necessary)	\$500
14. Legal Filing Fees	
A. First sheet - Small plat	\$50
B. First sheet - Large plat	\$80
C. Each additional sheet	\$25
15. Shopping Center Sign Package Review Fee	\$250
16. Commercial Site Plan (CSP) fee	\$500
17. Commercial Site Plan Amendment	\$250
18. Annexation/Disannexation Requests	\$500
19. Renotification Fee (at applicant's request)	\$125
20. Zoning Verification Letter fee	\$25
21. Roadway Impact Fees	Refer to Current Impact Fee Ordinance for Fees
22. Variances and Waiver Requests:	
A. Zoning Ordinance	\$250
B. Community Facility Policy	\$200
C. Landscape Requirements	\$250
D. Masonry Ordinance (new construction only)	\$250
E. Subdivision Ordinance	\$250
F. Old Town Design Standards (new construction only)	\$250
G. Commercial Site Plan	\$0

H. Fencing and Screening Ordinance	\$250
G. Any other Development-related Ordinance	\$250
23. Deployment of Wireless Network (small cell) Nodes in the Right of Way	Refer to the current Cell Nodes Ordinance for Fees
24. Emergency Warning System Cost (charged with filing of the plat)	\$25/acre

Records Management

PERMIT/SERVICE	FEE
1. Paper Copies	
A. Standard-Size Paper Copy (Measures less than 8.5 X 14)	\$.10 per page
B. Non-Standard Size Paper Copy (Larger than 8.5 X 14)	\$.50 per page
C. Specialty Paper	Actual Cost
2. Computer Diskette (CD/CDR)	\$1.00 each
3. Digital Video Disc (DVD)	\$3.00 each
4. Audio Cassette	\$1.00 each
5. VHS Video Cassette	\$2.50 each
6. Computer Magnetic Tape	Actual Cost
7. Data Cartridge	Actual Cost
8. Tape Cartridge	Actual Cost
9. Thumb Drive	Actual Cost
10. JAZ drive	Actual Cost
11. Other Electronic Media	Actual Cost
12. Miscellaneous Supplies	Actual Cost
13. Postage & Shipping	Actual Cost
14. Photographs	Actual Cost
15. Maps	Actual Cost
16. Other Costs	Actual Cost
17. Outsourced/Contracted Services (may not include development costs)	Actual Cost
18. Microfiche/Microform	
A. Paper Copy	\$.10 per page
B. Film/Fiche Copy	actual cost
C. Document Retrieval/Remote	actual cost
19. Computer Resource	
A. PC or LAN	\$1.00 per clock hour
B. Client/Server	\$2.20 per clock min
C. Midsize	\$1.50 per CPU min
D. Mainframe	\$10.00 per CPU min
20. Labor Charges	
A. Programming Time	\$28.50 per hour
B. Locating/Compiling/Reproducing	\$15.00 per hour
C. Labor Charge - CANNOT be charged for 50 or fewer pages; Overhead charge can only be added if there is a charge for labor (>50 pgs)	20% of labor cost
21. FAX	
A. Local	N/A
B. Long Distance, Same Area Code	N/A
C. Long Distance, Different Area Code	N/A
22. General Information	
A. Down Payments	50% of estimated cost if the requestor is given an itemized statement
*NO SALES TAX CAN BE CHARGED per AG	
B. Credit Card Transaction fee	fees may be recovered

23. Body Worn Camera Recordings

A. Responsive to Request / AND	\$10.00 per recording
B. Audio or Video Footage	\$1.00 per full min

Russell Farm

PERMIT/SERVICE	FEE
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1. Building Rental

All rental rates based on hourly rates w/ a minimum 4 hour rental

A. Chesapeake Building - Operational hours	\$50 per hour
B. Chesapeake Building - Non-operational hours	\$71 per hour
C. Baker Building - Operational Hours - 500 Sq ft. - Max occupancy: 50	\$38 per hour
D. Baker Building - Non-Operational Hours	\$59 per hour
E. Hay Barn/Outdoor Pavilion - Operational Hours - 1,110 sq. ft. - Max occupancy: 100	\$31 per hour
F. Hay Barn/Outdoor Pavilion - Non-Operational Hours	\$53 per hour

2. Reservation and Refund Policies

- A. All reservations must be made at Russell Farm with the Facility Supervisor.
- B. All refund/refund fees are paid at the Burleson Recreation Center.
- C. All reservations must be paid in full 48 hours prior to rental.
- D. Rental Deposit Fee: \$100.00 per building reserved.

E. A deposit is required on facility rentals along with the completion of the Russell Farm Reservation contract. The deposit will be refunded if the area used has been left in good order and if all conditions of the Russell Farms rental/refund policies are met. Refund of damage deposit is subject to any remaining balance due on household.

3. Rental Cancellation Refunds:

- A. Rentals cancelled 30 calendar days or more prior to booking will receive 100% of the deposit.
- B. Rentals cancelled 29 - 15 calendar days or more prior to booking will receive 50% of the deposit.
- C. Rentals cancelled 14 calendar days or less prior to booking will receive 50% of the deposit.
- D. User shall not collect fees at the Russell Farm unless approval has been granted in writing by an authorized representative of the City's Park and Recreation Department. All reservations where monies are collected are subject to approval by the Park and Recreation Department. The City of Burleson will receive 15% of total collections (admission, concession etc.) or \$50.00 whichever is greater. This fee is in addition to all applicable reservation fees. Note: All Russell Farm Fees listed are the maximum fees to be charged. Park and Recreation Management have the authority to adjust fees and run seasonal specials. In the event of a conflict, the City Council shall provide the final resolution.

Utility Customer Service

PERMIT/SERVICE	FEE
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1. Security Deposits

A. Minimum Residential	\$135
B. Commercial	
1. Minimum for 3/4" Meter	\$ 135
2. Minimum for 1 1/2" Meter	\$ 160
3. Minimum for 2" Meter	\$ 185
4. Minimum for 3" Meter	\$ 210
5. Minimum for 4" Meter or Larger	\$ 260
C. Security Deposit for Fire Hydrant Meters	\$ 1,800

2. Penalty Amount for Late Bills

10% Excluding Tax

3. Returned Payment Fee

\$35

4. Extension Fee

\$5

5. Reconnect Fee

A. Standard	\$35
B. Reconnect Fee After 5:00 PM and on weekends and holidays	\$50
6. Extra Trip Fee	\$15
7. Meter Test Fee	
A. For 3/4" or 1" Meter	\$30
B. For 1 1/2" Meter and Larger	\$125
8. Temporary Service Fee (2 day limit and 2,000 gallons)	\$30
9. Transfer Fee	\$15
10. Construction Meter Non-Read Fee	\$100
11. After Hours Turn-on Fee	\$50
12. Initiation Fee (in addition to deposit)	\$10
13. Tampering Fee	
A. First Occurrence	\$50
B. Second Occurrence	\$100
C. Third Occurrence	\$150
14. Pull Meter Fee	\$30
15. Datalog Fee	\$30

Water/Wastewater

PERMIT/SERVICE	FEE
1. Tap Fees	
A. 5.8" Meter Set	\$295.59
B. 5/8" Meter, dig out, U Branch	\$415.80
C. 5/8" Tap, Meter and Box in easement	\$1,379.88
D. 1" Meter Set	\$385.54
E. 1" Water Tap, Meter and Box in easement	\$1,458.53
F. 1 1/2" Meter Set	\$578.75
G. 1 1/2" Tap, Meter and Box	\$2,204.33
H. 1 1/2" Tap, Meter and Box	\$2,601.35
I. 1 1/2" Meter (positive disp.)	\$578.75
J. 1 1/2" Meter (turbine)	\$835.77
K. 2" Meter (positive disp.)	\$749.10
L. 2" Meter (turbine)	\$850.32
M. 2" Meter (compound)	\$1,711.32
N. 2" Tap, Meter and Box	\$2,314.90
O. 2" Tap, Meter and Box	\$2,416.12
P. 2" Tap, Meter and Box	\$3,277.12
Q. 3" Tap, Meter and Box	
R. 4" Tap, Meter and Box	
S. 4" Sewer Tap in Pavement	\$866
T. 4" Sewer Tap in Easement	\$985.41
U. Relocate 5/8" Meter	\$201
V. Relocate 5/8" Meter (more than 12 ft.)	Get quote from Public Works
W. Relocate 1" Meter	\$215
X. Relocate 1" Meter (more than 12 ft.)	
Y. Pull Meter	\$10
Z. Double Meter Box	\$30.50
AA. 2" and 1 1/2" Meter Box	\$217
AB. 2" + Meter Box	\$117
AC. Pavement Cut / Replacement	
AD. Automatic Flush Valve	\$1,000
AE. Water and Wastewater Impact Fees (Burleson charges both City of Burleson and City of Fort Worth Impact Fees)	

City Council Special Meeting

DEPARTMENT: Legal

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

MEETING: September 9, 2024

SUBJECT:

Consider approval of a minute order ratifying the adoption of the Fiscal Year 2024-2025 annual operating budget beginning October 1, 2024, and terminating September 30, 2025. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

n/a

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

After a public hearing, the City Council approved the ordinance adopting the annual budget on first reading on September 3, 2024.

FISCAL IMPACT:

n/a

STAFF CONTACT:

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

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2024 on all taxable property within the corporate limits of the city on January 1, 2024, and adopting a tax rate of \$0.6627 per \$100 of valuation for Tax Year 2024; providing for revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. The proposed tax rate exceeds the no-new-revenue tax rate. (Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public, and the city council voted on a proposed tax rate of \$0.6627 per \$100 of valuation for Tax Year 2024.

The proposed ordinance will adopt a tax rate of \$0.6627 per \$100 of valuation for Tax Year 2024.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

n/a

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public. At the same meeting the city council approved a resolution proposing a 2024 tax rate of \$0.6627 per \$100 value and set the date and time of the public hearing on the proposed tax rate for September 3, 2024.

After a public hearing, the city council approved the ordinance on first reading on September 3, 2024.

FISCAL IMPACT:

n/a

STAFF CONTACT:

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

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, LEVYING THE AD VALOREM PROPERTY TAX OF THE CITY OF BURLESON, TEXAS, FOR THE YEAR 2024, ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY ON JANUARY 1, 2024, AND ADOPTING A TAX RATE OF \$0.6627 PER \$100 OF VALUATION FOR 2024; PROVIDING REVENUES FOR PAYMENT OF CURRENT MUNICIPAL MAINTENANCE AND OPERATION EXPENSES AND FOR PAYMENT OF INTEREST AND PRINCIPAL ON OUTSTANDING CITY OF BURLESON DEBT; PROVIDING FOR ENFORCEMENT OF COLLECTIONS; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, notice of the tax rate and public hearing on the tax rate was published on August 22, 2024, in the *Fort Worth Star-Telegram*, in accordance with state law; and

WHEREAS, additional notices of the public hearing on the tax rate were published on August 27, 2024 in the *Fort Worth Star-Telegram* and August 24, 2024, in the *Cleburne Times-Review*; and

WHEREAS, notice of the tax rate and public hearing on the tax rate was posted on the City of Burleson's Internet website and PEG channel in accordance with state law; and

WHEREAS, the City Council of the City of Burleson (the "City") held a public hearing on the proposed tax rate, and such public hearing was held on September 3, 2024, prior approval of such date being hereby ratified and confirmed by the City Council, and all those wishing to speak on the tax rate were heard; and

WHEREAS, this Ordinance sets a tax rate of \$0.6627 per \$100 of valuation that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the City that exceeds the amount of taxes imposed for that purpose in 2023; and

WHEREAS, the City Council has studied tax rate of \$0.6627 per \$100 of valuation and listened to the comments of the taxpayers at the public hearings held therefore, and has determined that the 2024 tax rate of tax rate of \$0.6627 per \$100 of valuation is in the best interest of the City.

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

Section 1

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2

By authority of the Charter of the City of Burleson, Texas, and the laws of the State of Texas, there is hereby levied and adopted for the tax year 2024, on all taxable property situated within the corporate limits of the City of Burleson, Texas, on January 1, 2024, a tax rate of \$0.6627 for each \$100 of taxable value.

Section 3

Of the total tax rate, \$0.4704 for each \$100 of taxable value is hereby included, adopted and shall be distributed to fund maintenance and operation expenditures of the City in accordance with Section 26.05(a)(2) of the Texas Tax Code and any other applicable laws. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.13 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$31.30.**

Section 4

Of the total tax rate, \$0.1923 for each \$100 of taxable value is hereby included, adopted, and shall be distributed to pay the City's debt service as provided by Sections 26.04(e)(3)(C) and 26.05(a)(1) of the Texas Tax Code and any other applicable laws.

Section 5

The City Manager, or the City Manager's designee, shall notify the tax assessor-collectors of Johnson and Tarrant counties of the ad valorem tax rate adopted by the City in this Ordinance before September 30, 2024.

Section 6

The City Manager, or the City Manager's designee, shall include the following statement on the homepage of the City's Internet website: **THE CITY OF BURLESON, TEXAS, ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.13 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$31.30.**

Section 7

For enforcement of the collection of taxes hereby levied the City of Burleson shall have available all rights and remedies provided by law.

Section 8

That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 9

That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10

That the necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

Section 11

The City Council finds at that meeting adopting this Ordinance there was a quorum present and finds further that said meeting was held in accordance with the provisions of Texas Government Code § 551.001, et. seq.

Section 12

The City Secretary is hereby directed to record this Ordinance and the vote to adopt the tax rate.

PASSED AND APPROVED _____ day of _____, 20_____.

FIRST READING - SEPTEMBER 3, 2024

**The motion to approve this Ordinance was made by _____
and seconded by _____, and the Ordinance was passed
and approved by the vote [AYE _____ - NAY _____]:**

	Ave	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				
Phil Anderson, Place 2				
Alexa Boedeker, Place 3				
Larry Scott, Place 4				
Dan McClendon, Place 5				
Adam Russell, Place 6				

FINAL READING - SEPTEMBER 9, 2024

The motion to approve this Ordinance was made by _____
and seconded by _____, and the Ordinance was passed
and approved by the vote [AYE _____ - NAY _____]:

	Ave	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				
Phil Anderson, Place 2				
Alexa Boedeker, Place 3				
Larry Scott, Place 4				
Dan McClendon, Place 5				
Adam Russell, Place 6				

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance approving the 2024 tax rolls; and declaring an effective date. (Final Reading) (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

The proposed ordinance will approve the tax rolls for Tax Year 2024.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

n/a

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

FISCAL IMPACT:

n/a

STAFF CONTACT:

Matt Ribitzki

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

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING THE 2024 TAX ROLLS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (the "City") received the certified 2024 tax rolls of the City of Burleson; and

WHEREAS, the City desires to approve the tax rolls in accordance with state law.

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

Section 1

That the City Council hereby approves the 2024 tax rolls of the City of Burleson, Texas, which will result in a tax levy in the estimated amount of \$42,236,076 (of which \$1,391,065 is tax revenue from the Tax Increment Reinvestment Zone Number Two) based on the Certified Appraisal Rolls as approved and provided by the Appraisal Review Boards of the Johnson Central Appraisal District and the Tarrant Central Appraisal District.

Section 2

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

Section 3

This ordinance shall become effective immediately upon its passage and approval.

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

City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Director of Administrative Services

MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance to authorize charging credit card processing and non-sufficient funds fees to customers. (Final Reading). (Staff Contact: *Richard B. Abernethy, Director of Administrative Services*)

SUMMARY:

In late 2023, the Administrative Department, as part of a Lean Government Initiative, began evaluating 14 city departments and divisions that utilize credit card transactions for payment purposes. Historically, the city has absorbed these fees, but escalating costs have prompted a re-evaluation. On May 20, 2024, the City Council was briefed on multiple options to recover the cost of credit card fees. The City Council reached a consensus to pass credit card fees to customers where feasible and where less costly options, such as ACH, were available. Since then, staff have begun working with the city's credit card vendors to pass credit card fees directly to customers. On August 5, 2024, the City Council approved amendments to Tyler and Paymentus contracts so they could begin passing fees to customers starting October 1, 2024.

The next step is to pass an ordinance to formally authorize the City to charge customers credit card fees. In accordance with state law, the credit card processing fee will not exceed five percent of the amount being paid. If approved, this would go into effect through the fee schedule ordinance on October 1, 2024.

RECOMMENDATION:

Approve the ordinance.

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

May 8, 2024 – The City Council Finance Committee received a report, held a discussion, and provided staff direction on the City's Credit Processing Fees.

May 20, 2024 – The City Council received a report, held a discussion, and provided staff direction on the City's Credit Card Processing Fees.

August 5, 2024 – The City Council authorized contract amendments to the Paymentus and Tyler contracts to allow

September 3, 2024 – The City Council passed the ordinance on first reading.

REFERENCE:

FISCAL IMPACT:

N/A

STAFF CONTACT:

Richard Abernethy
Director of Administrative Services
ravernethy@burlesontx.com
817-426-9662

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING CHAPTER 1, "GENERAL PROVISIONS," BY ADDING SECTION 1-16 "PAYMENT OF FEES AND OTHER COSTS BY CREDIT CARD/DEBIT CARDS OR ELECTRONIC MEANS; CHARGE OF PROCESSING FEES" ALLOWING THE CITY TO CHARGE AND COLLECT PROCESSING AND OTHER FEES ON CREDIT CARD PAYMENTS AND ELECTRONIC PAYMENTS AND SECTION 1-17 "NON-SUFFICIENT FUND FEE" ALLOWING THE CITY TO CHARGE A NON-SUFFICIENT FEE ON RETURNED PAYMENTS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, credit card processing fees are charged by third-party credit processors for transactions where a credit card or debit card is used; and

WHEREAS, for purposes of credit card processing fees, credit cards and debit cards are defined as the same; and

WHEREAS, Texas Local Government Code § 132.002(b) authorizes municipalities to set credit card processing fees in an amount that is reasonably related to the expense incurred by the municipality in processing the payment by credit card and debit card; and

WHEREAS, the City Council desires to allow individuals who owe fees, costs, and other charges to the City to be able to pay the same by credit card; and

WHEREAS, the City contracts with one or more third-parties for the purpose of collection of payments for municipal fees, costs, or other charges by credit cards; and

WHEREAS, the City Council finds it would not be feasible for the City to provide a credit card payment service without the reimbursement of processing fees; and

WHEREAS, the City Council further finds that the credit card processing fees charged by one or more third-parties varies by City department; and

WHEREAS, the City Council finds that the provisions set forth in this ordinance are in the best interest of the citizens of the municipality, for a public purpose, for the good government, peace, and order of the municipality, and for the trade and commerce of the municipality.

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

**SECTION 1
AMENDMENT**

That Chapter 1 “General Provisions” of the Burleson Code of Ordinances is hereby amended by adding Section 1-16 “Payment of Fees and Other Costs by Credit Card or Electronic Means; Charge of Processing Fees,” and Section 1-17 “Non-Sufficient Fund Fee” to read as follows:

“§ 1-16 Payment of Fees and Other Costs by Credit Card or Electronic Means; Charge of Processing Fees.

- (a) Definitions. For purposes of this section, the term “credit card” shall mean a credit card, debit card, or the like whereby, upon presentation of the card, chip, or number, the City utilizes a third-party credit processor to access the monetary funds.
- (b) Payment of Fees and Other Costs. The City is authorized to collect fees, fines, court costs, or other charges by (1) accepting payment by credit card or electronic means of a fee, fine, court cost, or other charge; and (2) collecting a fee for processing the payment by credit card or electronic means.
- (c) Processing Fee. The City is authorized to collect a processing fee in an amount that is reasonably related to the expense incurred in processing the payment by credit card. The amount of the processing fee, if any, shall be set by the City Council through the annual fee schedule ordinance. The processing fee shall not exceed five percent (5%) of the amount of the fee, fine, court cost, or other charge being paid.
- (d) Service Fee. If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the City is authorized to collect a service charge from the person who owes the fee, fine, court cost or other charge. The service charge is in addition to the original fee, fine, court cost or other charge and is for the collection of the original amount. The amount of the service charge, if any, shall be set by the City Council through the annual fee schedule ordinance.

§ 1-17 Non-Sufficient Fund Fee. The City is authorized to collect a non-sufficient fund fee on all items returned to the City unpaid. The amount of the non-sufficient fund charge, if any, shall be set by the City Council through the annual fee schedule ordinance.”

SECTION 2.

CUMULATIVE CLAUSE

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 3. SEVERABILITY CLAUSE

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

SECTION 4. RECITALS INCORPORATED

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

SECTION 5. OPEN MEETING

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

SECTION 6. PENALTY CLAUSE

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by state law.

SECTION 7. PUBLICATION

The City Secretary shall provide for the publication of this ordinance after its passage as required by law.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND IT IS SO ORDAINED.

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

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance providing a Fiscal Year 2024-2025 schedule of fees for various City of Burleson services. (Final Reading) (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

The proposed ordinance will set fees for most City services and charges for Fiscal Year 2024-2025.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

n/a

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

The City Council approved the ordinance on first reading at its September 3, 2024, meeting.

FISCAL IMPACT:

n/a

STAFF CONTACT:

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

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, PROVIDING A NEW SCHEDULE OF FEES; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE, CUMLUATIVE CLAUSE, AND SAVINGS CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed an ordinance on September 12, 2022, which, among other things, provided a fee schedule that contained a list of all fees charged by the City of Burleson (save and except water and wastewater impact fees, trash, recycling, and garbage collection rates, and impact fees which are wholly contained in a separate ordinances); and

WHEREAS, the fee schedule needs to be amended to provide for a fees effective for the 2025-2025 fiscal year; and

WHEREAS, the proposed amended fee schedule is attached hereto as Exhibit "A" and incorporated as part of this Ordinance (the "Incorporated Fee Schedule"); and

WHEREAS, such fee schedule is intended to repeal and replace existing fees in conflict with the Incorporated Fee Schedule, save and except water and wastewater fees, trash, recycling, and garbage collection rates, and impact fees, which are wholly contained in a separate ordinances; and

WHEREAS, the City Council desires that the Incorporated Fee Schedule repeal and replace the current fee schedule; and

WHEREAS, the City Council has determined that the adopting the Incorporated Fee Schedule is in the best interest of the City, and further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect public health, safety, and quality of life in the City.

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

Section 1

The City of Burleson hereby adopts the Incorporated Fee Schedule (attached hereto as Exhibit "A" and incorporated herein for all purposes) and repeals and replaces any prior fee schedule in conflict with the Incorporated Fee Schedule, to be effective October 1, 2024.

Section 2

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 3

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

Section 4

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

Section 5

All rights and remedies of the City are expressly saved as to any and all provisions of any ordinance affecting fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to the fee schedule and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition by the courts.

Section 6

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

Section 7

This ordinance shall be in full force and effect October 1, 2024 and after its passage and publication as provided by law.

PASSED AND APPROVED the ____ 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

FEE SCHEDULE

FY 2024-25 Adopted

Animal Control	Golf Course
BRiCk	Library
Building Permits and Inspection	Municipal Court
City Manager's Office	Parks
City Secretary's Office	City Ball Fields
Code Enforcement	Park Facilities (Warren, Chisenhall and Mistletoe)
Cemetery	Park Land Dedication
Economic Development/TIF	Police Department
Engineering	Planning
Environmental Health	Records Management
Fire Department	Russell Farm
Finance	Utility Customer Service
Fire Prevention	Water/Wastewater

Animal Control

PERMIT/SERVICE	FEE
1. Offense Fees (Impoundment)	
A. First Offense (Altered/Unaltered)	\$30/\$45
B. Second Offense (Altered/Unaltered)	\$60/\$80
C. Third Offense (Altered/Unaltered)	\$85/\$120
2. Small Animal Boarding Fee	\$10/per Day
3. Livestock Impounding Fee	\$75
4. Livestock Boarding Fee	\$10/per Day
5. Adoption Fee	\$20/per Animal
6. Adoption Spay/Neuter Fee	\$75
7. Immunization Fee	
A. Distemper, Parvo and Bordetella	\$20
B. Rabies	\$10
8. Quarantine Fee	\$10/day
9. Microchip Fee	\$15
10. Multi-Pet Permit	
A. Application Fee	\$5
B. Permit Fee	\$25/Annually
11. Kennel Permit	
A. Application Fee	\$5
B. Permit Fee	\$100/Annually
12. Dangerous Animal Registration Fee	\$250/Annually

BRiCK

PERMIT/SERVICE	FEE
1. Definitions:	
A. Adult	Ages 16-61
B. Non-Resident	Any individual or family not living within the defined city limits of Burleson
C. Resident	Person who resides within the city limits of Burleson
D. Senior	Ages 62 and older
E. Youth	Ages 3-15 (children under 3 years of age are free)
2. General Policy for BRiCK:	
A. Children below 10 years of age must be accompanied by an adult at all times.	
B. Children 15 and younger must have an adult present in the facility at all times and must be directly supervised in the fitness area.	
C. Children 13 and older may attend a fitness orientation class to be allowed future access to the fitness area without direct adult supervision. A parent or guardian must still be present in the facility.	
3. Cancellations/Refunds/Transfers/Medical Policy:	
A. Rentals canceled 30 calendar days or more prior to event date	Receive 100% of the deposit
B. Rentals canceled 29-15 calendar days prior to event date	Receive 50% deposit
C. Rentals cancelled 14 calendar days or less prior to the event date	Forfeit all deposits
D. Rentals downgraded from 2 rooms to 1 room 30 calendar days or more prior to event date	Refunded 100% of deposit paid for the additional room
E. Rentals downgraded from 2 rooms to 1 room less than 30 calendar days prior to event date	Forfeit the portion of the deposit paid for the additional room. For pool party rooms, one-half of the deposit paid for both rooms will be forfeited.
F. Sports rental cancellations	May be subject to an administrative fee not to exceed \$50.00
5A. Memberships Fees	(Annual Contract/Monthly Draft/1 Month)
Youth (3-15 yrs.)	\$235/\$25/\$30
Adult	\$363/\$39/\$44
Senior (62 & Up)	\$308/\$33/\$39
Family	\$556/\$55/\$72
5B. Non-Resident Rate	(Annual Contract/Monthly Draft/1 Month)
Youth (3-15 yrs.)	\$315/\$30/\$40
Adult	\$484/\$50/\$61
Senior (62 & Up)	\$418/\$44/\$55
Family	\$748/\$77/\$94
5C. Military/First Responder Rate	(Annual Contract/Monthly Draft/1 Month)
Youth (3-15 yrs.)	\$185/\$20/\$25
Adult	\$286/\$28/\$39
Senior (62 & Up)	\$248/\$25/\$33
Family	\$446/\$44/\$55

5D. Corporate/Educator Rate	(Annual Contract/Monthly Draft/1 Month)
Adult	\$314/\$33/\$39
Senior (62 & Up)	\$270/\$28/\$33
Family	\$490/\$50/\$66
5E. Summer Punch Pass Rate	(5 Day/10 Day)
Youth (3-15 yrs.)	\$20/\$25
Adult	\$28/\$33
Senior (62 & Up)	\$24/\$30
Family	\$39/\$44
5F. Daily Guest Rate	(Resident/Non-Resident/Military, First Responder, Educator)
Daily Pass 3 & Up	\$8/\$10/\$6
Family Day Pass (up to 4)	\$20/\$25/\$15
Groups of 15+	\$6 each/\$8 each/\$4 each
6. Fees in Addition to Membership	
The following are available to members at an additional cost (not included in the membership fees) & subject to rules established by the Director of Parks and Recreation.	
6A. Indoor Aquatics / Party Rooms	(Deposit/Member or Resident/Non-Resident)
Pool Party Room - Max 25 guests	\$50/\$55 per hour/\$89 per hour
Pool Party Room - Max 50 guests	\$50/\$105 per hour/\$156 per hour
Private party without slide - Max 485 guests	\$50/\$261 per hour/\$289 per hour
Private party with slide - Max 485 guests	\$50/\$289 per hour/\$316 per hour
Private party with sundeck - 50 max	\$50/\$77/\$119
General Policies (not limited to the following)	
All rental rates are based on hourly rates with a minimum 2 hour rental.	
Rentals and private parties include the use of party room(s) and entire indoor aquatics area	
Private party fees include the cost of after-hours lifeguards	
6B. Meeting Room Rentals	(Deposit/Member or Resident/Non-Resident)
(All rental rates are based on hourly rates with a minimum 2 hour rental)	
1,400 square feet	\$50/\$50 per hour/\$67 per hour
2,800 square feet	\$50/\$88 per hour/\$119 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	<u>\$30/hr in addition to rental fees listed above</u>
6C. Gymnasium Rentals	(Deposit/Member or Resident/Non-Resident)
Half Court	\$50/\$28 per hour/\$51 per hour
Full Court	\$50/\$39 per hour/\$67 per hour
Two Full Courts	\$50/\$72 per hour/\$119 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	<u>\$30/hr in addition to rental fees listed above</u>
6D. Group Fitness	(Deposit/Member or Resident/Non-Resident)
Group Exercise Room Rental - Max 25 guests	\$50/\$28 per hour/\$39 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	<u>\$30/hr in addition to rental fees listed above</u>
6E. Kids Zone:	
All Family memberships excluding Daily Guests	No additional cost
Daily Guests	\$2 per hour/per child
General Policies (not limited to the following):	
Ages 6 months through 12 years of age	
Parents/guardians must be on premises	
Maximum 2 hours	
Late fees will be charged for failure to pick up on time	
6F. Outdoor Swimming Pool	(Resident/Non-Resident)
(All rentals are based on hourly rates with a minimum of two hour rental):	
Daily Passes - Youth (Age 3-15)	\$3/\$5
Daily Passes - Adult (Age 16-61)	\$4/\$6
6G. Outdoor Pool Rental/Private Parties:	(Deposit/Member or Resident/Non-Resident)
0-49 attendees/ guests	\$50/\$72 per hour/\$83 per hour
50-149 attendees/ guests	\$50/\$83 per hour/\$94 per hour
6H. Splash Pad Private Rental	(Deposit/Member or Resident/Non-Resident)
Max Guest: 150 Private Rental	<u>\$50/\$60 per hour/\$70 per hour</u>

6I. Party Packages (2 hours)	(Deposit/Fee)
Basic - 1 Activity (24 participants)	\$50/\$248
Additional Activity (Pool or Gym/Boulder)	\$0/\$30
Additional Guests	\$5 each
6J. Splash Pad Pavilion Rental	(Deposit/Member or Resident/Non-Resident)
Cost per pavilion, 2 available	
Max guests: 20 per pavilion	\$50/\$30 per hour/\$40 per hour
*Rentals of the splash pad pavilion will only be allowed during certain hours	
7. Camp Fee	5% increase (\$6-\$8 more)
8. Pavilion Rental	
Park Pavilion (Bailey, Centennial, Mistletoe, or Warren)	\$15 per hour/ \$20 per hour
General Policies (not limited to the following):	
Private party fees include the cost of afterhours lifeguards	
The Damage Deposit will be refundable provided the usage contract terms are met	
Refund is subject to any remaining balance due on household	

Building Permits and Inspection

PERMIT/SERVICE	FEE
1. Fees for new structural occupancy (Single family dwelling, duplex, townhouse)	\$0.60/ft. all area under one roof
2. Fees for new Commercial (Except apartment and shell buildings)	
A. 500 SQ. FT. OR LESS	\$450
B. 501 - 1,000	\$850
C. 1,001 - 2,500	\$2,132
D. 2,501 - 8,500	\$65 + \$0.665/Sf
E. 8,501 - 50,000	\$5,000 + \$0.30/Sf
F. 50,001 - 100,000	\$12,285 + \$0.125/Sf
G. 100,001-500,000 SQ. FT.	\$17,485 + \$0.083/Sf
H. 500,001 or more SQ. FT.	\$43,485 + \$0.042/Sf
3. Fees for Shell Buildings	
A. Completion of Structure	1/2 the rates in "2" Above
B. Interior completion	1/2 the rates in "2" Above
4. Fees for new Apartment Only	
A. 50,000 or less SQ. FT.	\$.32/sq. ft.
B. 50,001 - 100,000	\$4,000 + .24/sq.ft.
C. 100,001 - 200,000	\$12,000 + .16/sq.ft.
D. 201,000 or more SQ. FT.	\$20,000 + .12/sq.ft.
5a. Commercial single trade permits	
A. \$2,500 or less	\$50
B. \$2,501 - \$10,000	\$70
C. \$10,001 and over \$2,500 increments	\$75 Plus \$10/per Increment
5b. Residential single trade permits	\$65/each
6a. Residential Addition - addition to an existing residential structure	\$0.50/Sq Ft
6b. Residential Remodel - alterations, repairs & remodeling to an existing residential structure	\$0.25 /Sq Ft
7. Commercial Remodel / Addition - alterations, repairs, additions & remodeling to existing commercial structure. (Based on valuation)	
A. <\$500	\$70
B. \$500 - \$2500	\$75
C. \$2500 - \$5000	\$80
D. \$5000 - \$7500	\$85
E. \$7500 - \$10,000	\$90
F. More than \$10,000	\$90 + \$10/\$2500 increments over \$10,000
8. New Construction for garages, barns & storage buildings over 200 Sq Ft	
A. <\$500	\$70
B. \$500 - \$2500	\$75
C. \$2500 - \$5000	\$80
D. \$5000 - \$7500	\$85
E. \$7500 - \$10,000	\$90
F. More than \$10,000	\$90 + \$10/\$2500 increments over \$10,000
9. Certificate of Occupancy (Commercial remodel, new tenant, & tenant finish out)	
A. 1-500 SQ. FT.	\$50
B. 501 - 2,500 SQ. FT.	\$60
C. 2,501 - 5,000 SQ. FT.	\$80
D. 5,000 - 10,000 SQ. FT.	\$100
E. 10,000 or more	\$150
F. Clean & show (Commercial Electric Release)	\$50
G. Temporary Certificate of Occupancy	\$300/30 days not to exceed 90 days

10. Reinspection Fees	
A. Reinspection Fee - 2nd red tag for same item	\$75
B. Reinspection Fee - 3rd red tag for same item	\$150
11. Miscellaneous Permits	
A. Swimming Pool	
1. In-Ground	\$200
2. Above Ground	\$ 50
B. Other - Includes:	
1. Storage Buildings (Less than 200 sq. ft.)	\$25
2. Moving Permit	\$25
3. Carport/Awning	\$25
4. Fence (New & Replace)	\$25
5. Retaining Wall	\$25
6. Window Replacement	\$25
7. Foundation (New)	\$75
8. Demolition Permits	\$25 for residential / \$100 for commercial
9. Patio Cover	\$50
10. Freestanding Structure (i.e. Pergola, Gazebo, Arbor)	\$50
11. Subdivision Entry Wall Screen	\$150
C. Lawn Sprinkler	\$100
D. Signs	
1. Freestanding Sign	\$100 (Pole / Pylon / Monument / Flag Sign)
2. Wall Sign without CMS	\$50 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
3. Wall Sign with CMS	\$100 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
4. CMS added to existing Wall or Freestanding Sign	\$100
5. Shopping Center Sign Plan	\$250
6. Temporary Signs	\$25 (Banners / Homebuilder / Residential Subdivision Development)
7. Sign Variance	\$250
8. Billboard Conversion	\$200 (Static type to Electronic)
E. Subdivision Entry Wall Screen	\$150
12. After Hours Inspection	\$60 per hour (2 hour minimum)
13. Plan Review	
A. Commercial Plan Review (New Only)	40% of Building Permit Fee - \$250 minimum & a \$7,000 maximum (non-refundable)
B. Commercial Remodel/Addition	40% of Building Permit Fee (non-refundable)
C. Residential Plan Review (New)	\$75/each
D. Residential Plan Review (Remodel/Addition)	\$30
14. Building Codes & Standards Board	\$150
15. Electrician's License	
A. Master	
1. First Annual	\$0
2. Renewal	\$0
B. Journeyman	
1. First Annual	\$0
2. Renewal	\$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential \$65/Commercial \$75
16. Mechanical License	
A. Mechanical	
1. First Annual	\$100
2. Renewal	\$50
B. Sub-Contractor Base Permit Fee / Validation Fee	Residential \$65/Commercial \$75
17. Plumbing Contractor's Registration	
A. First Annual	\$0
B. Renewal	\$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential \$65/Commercial \$75
18. Temporary Use	
A. Special Events	\$50
B. Seasonal Use	\$50
C. Temporary Outdoor Sales	\$50
D. Stationary Food Vendors	\$50
E. Carnival & Circus	\$50
19. Administrative fee (Applied when changes are made to previously reviewed and/or permitted projects for residential or commercial -- i.e. revised site plan, floor plan, etc.)	\$25
A. First Revision	\$75
B. Second Revision	\$150
C. Each Additional Revision	\$200/each
20. Modular buildings/construction trailers (Utilities require separate permit - see #5 - one trade only permits)	\$50

21. Commercial Canopy/Cover	1/4 cost of Commercial
A. 500 sq. ft. or less	\$120
B. 501-1,000	\$210
C. 1,001-2,500	\$410
D. 2,501-8500	\$12.50 + .16/sq. ft.
E. 8,501-50,000	\$862.50 + .06/sq. ft.
F. 50,001-100,000	\$2,362.50 + .03/sq. ft.
G. 100,001-500,000	\$3,362.50 + .02/sq. ft.
H. 500,001 or more sq. ft.	\$8,362.50 + .01/sq. ft.
22. Credit Card Processing Fee	3.25% of the payment amount

City Manager's Office

PERMIT/SERVICE	FEE
1. Solid Waste Collection Service application fee	\$75.00
2. Limousine Service Permit	\$25/Year
3. Annual License to operate any manufactured home park, mobile home park or travel trailer park within the City	\$25.00 plus \$1.00 per space for all spaces in excess of 25
4. Transfer fee for transfer of annual license to operate any manufactured home park, mobile home park or travel trailer park within the City	\$25

City Secretary's Office

PERMIT/SERVICE	FEE
1. Amusement Center License	Occupation Tax \$7.50/ per machine annually
2. Pool Hall License	Occupation Tax \$7.50/ per machine annually
3. Taxicab Franchise	2% of Annual Gross Receipts
4. Taxicab Application Fee	\$50
5. Skating Rink Application	\$100 Annual License
6. Beer and Wine Permit	One half of fee assessed by TABC for each State permit issued
7. Mixed Beverage Permit-After 3rd yr of operations	One half of fee assessed by TABC for each State permit issued

Code Enforcement

PERMIT/SERVICE	FEE
1. Administrative Cost to File Liens for Cost of Mowing and Nuisance Abatement	\$120
2. Weed mowing and nuisance abatement notification fee	\$50

Cemetery

PERMIT/SERVICE	FEE
1. Original Cemetery Upright Monument	\$1,450
2. Original Cemetery Flat Monument	\$1,450
3. Original Cemetery Double Depth	\$900
4. Original Cemetery Baby Space	\$245
5. 2023 Expanded Cemetery Upright Monument	\$2,000
6. 2023 Expanded Cemetery Flat Monument	\$1,700
7. 2023 Expanded Cemetery Double Depth	\$900
8. 2023 Expanded Cemetery Baby Space	\$400
9. 2023 Expanded Cemetery Cremation Garden Space	\$995
10. 2023 Expanded Cemetery Cremation Columbarium Space	\$2,200
11. 2023 Expanded Cemetery Family Estate A	\$11,250
12. 2023 Expanded Cemetery Family Estate B	\$15,000

Economic Development/TIF

PERMIT/SERVICE	FEE
Mayor Vera Calvin Plaza in Old Town:	
1. Plaza reservation: half-day (up to 6 hours)	\$2,500 + \$1,500 refundable deposit
2. Plaza reservation: full day (in excess of 6 hours)	\$5,000 + \$2,500 refundable deposit

Engineering

PERMIT/SERVICE	FEE
1. Construction Plan Review	10% (residential) or 20% (commercial and industrial) of the following paid at submittal with balance due prior to Notice to Proceed for Public Improvements
A. Residential	\$500 + \$87.98 per hour x 4.28 hours x number of lots
B. Commercial	\$500 + \$87.98 per hour x 3.44 hours x number of acres (up to 15 acres)
C. Industrial (new)	\$1,000.00 + \$87.98 per hour
2. Construction Inspection (\$500.00 + the following costs)	
A. Water Line	\$0.88 per linear foot
B. Sewer Line	\$0.88 per linear foot
C. Storm Sewer	\$1.32 per linear foot
D. Roadway Paving (public and private)	\$1.14 per square yard
E. Sidewalk / Trail	\$2.79 per square yard
F. Handicap Ramps	\$28.39 each
G. Water and Sewer Services	\$17.39 each
H. Sewer Manholes	\$37.26 each
I. Storm Manholes / Inlets	\$37.26 each
J. Lift Station	\$1,242 each
K. Public Infrastructure not listed (includes private storm infrastructure associated with roadway)	\$49.68 per hour (estimated prior to Notice to Proceed for Public Improvements)
L. Final Inspections	\$49.68 per hour (Two hour minimum)
M. Construction Materials Testing	Applicant pays directly to City-approved vendor
3. Inspection Overtime Rate	\$74.52 per hour (Two hour minimum)
4. Closing / Abandoning of	
A. Right-of-Way	\$550.00
B. Easement	\$250.00
5. Sign Installation	\$250.00 per sign
6. Easement/Right of Way Use Agreement	\$125.00
7. Easement/Right of Way Use Agreement - Old Town	\$525.00
8. Traffic Study Fee	\$1,400.00
9. Flood Study Reviews (Includes detention/retention analysis)	\$1 per foot of reach length (\$2,000 minimum)

Environmental Health

PERMIT/SERVICE	FEE
1. Food Safety Inspection Fees	
A. Grocery	
1. ≤ 5,000 sq. ft.	\$275
2. > 5,000 sq. ft.	\$400
B. Food Service	
1. ≤ 500 sq. ft.	\$150
2. > 500 ≤ 1,500 sq. ft.	\$200
3. > 1,500 ≤ 3,000 sq. ft.	\$275
4. > 3,000 ≤ 6,000 sq. ft.	\$350
5. > 6,000 sq. ft.	\$400
C. Child Care Food Service	\$150
D. Catering Operation	\$250
E. Temporary Food Service	\$50
F. Food Court	\$200 per establishment
G. Adjunct Operation	
1. Food Service	\$150 per independent operation
2. Food Store ≤ 5,000 sq. ft.	\$150 per independent operation
3. Food Store > 5,000 sq. ft.	\$200 per independent operation
H. Commissary	
1. No food prep	\$100
2. With food prep	\$200
I. Mobile Units	
1. Prepackaged food only	\$100
2. Open and/or food prep	\$200
3. Push Carts	\$200
J. Plan Review	
1. ≤ 500 sq. ft.	\$0
2. >500 ≤ 3,000 sq. ft.	\$50
3. >3,000 sq. ft.	\$100
K. Late Fee	The late fee increases 10% for each 30 day block until permit fee and late fee is paid. Permits that are more than 90 days overdue will be required to be reapplied for.
1. From 1-30 days	10% of fee owed
2. From 31-60 days	20% of fee owed

2. On-site sewage facility fees	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	\$0
2. Water research fee	\$10
3. Permit Fee	\$250
4. Total for new system	\$260
B. Reinspection of system	\$75
C. Repair of system previously permitted	\$100
3. Beer and Wine Permit	One half the state fee assessed for each State permit issued
4. Mixed Beverage Permit- After third year of operations	One half the state fee assessed for each State permit issued
5. Municipal Settings Designation	
A. Application Fee	\$2,000
B. Third-party environmental review fee	\$5,000
6. Miscellaneous Permits	
A. Swimming Pool, Spa & Interactive Water Feature	
1. Plan Review and Opening Inspection	\$150
2. Annual Permit	\$250
3. Required Reinspection	\$75
7. Food Truck Operational Site permit	\$50 for Six Months
8. Seasonal Permit (Farmers Market and Snow Cone Stand)	\$100
9. Food Handler Class Fee	\$15

Fire Department

PERMIT/SERVICE	FEE
1. Hazardous Materials Response	Cost + 10%
2. CPR Training Class	Overtime for Instructor
3. Fire Fighter Training Courses	
A. Fire Officer 1	\$250.00 per student
B. Fire Officer 2	\$250.00 per student
C. Instructor Certification	\$150.00 per student
D. Driver/Operator	\$150.00 per student
EMERGENCY MEDICAL AMBULANCE SERVICE	FEE
1. ALS-E-A0427	
Advanced Life Support – Emergent (ALS-E) – A patient is in more critical condition, and a paramedic is required to assist in the treatment.	\$1,600
2. ALS-Non-Emergent-A0426	
Advanced Life Support – Non-Emergent (ALS-Non-Emergent) – Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including the provision of at least one ALS intervention by ALS personnel trained to the level of the EMT-Intermediate or paramedic.	\$1,600
3. ALS2-A0433	
Advanced Life Support 2 (ALS 2) – ALS-E combined with specific medication or interventions delivered.	\$1,750
4. BLS-Non-Emergent-A0428	
Basic Life Support - Non-Emergent (BLS-Non-Emergent) - Transportation by ground ambulance vehicle as defined by the state. The ambulance must be staffed by an individual who is qualified as an EMT-Basic per state guidelines.	\$1,400
5. BLS-E-A0429	
Basic Life Support – Emergent (BLS-E) – An emergency transport provided by certified Emergency Medical Technicians (EMTs).	\$1,400
6. SCT-A0434	
Specialty Care Transport – Interfacility transport of a critically ill patient, which requires specially trained paramedics.	\$2,200
7. ALS DISP - A0398	
Advanced Life Support Disposables – A bundled fee designed to cover supplies used during ALS-E or ALS 2 transports.	\$400
8. BLS DISP - A0382	
Basic Life Support Disposables – A bundled fee designed to cover supplies used during BLS-E transports	\$350
9. O2 - A0422	
A fee for oxygen.	\$150
10. Mileage - A0425	
A fee per mile of transport.	\$24
11. TNT - A0998	
Treatment No Transport (TNT) – A fee that can be assessed when specific interventions are performed, but the patient is not transported.	\$175

Applicability. The initial fee schedule shall apply to both residents and non-residents of the City.
TNT Fee. The TNT fee shall apply only when an ALS intervention is performed.
Fees shall be applied in accordance with Emergency Medical and Ambulance Services Billing Policy

Finance

PERMIT/SERVICE	FEE
1. Data Processing Services Request	\$25/hr or \$.42/Min
2. Return Check Fee	\$ 35 each

Fire Prevention

PERMIT/SERVICE	FEE
1. Fire Alarm System	
A. 1 to 10 Devices	\$125
B. 11 to 25 Devices	\$150
C. 26 to 50 Devices	\$175
D. 51 to 100 Devices	\$225
E. 101 to 200 Devices	\$300
F. 201 to 500 Devices	\$450
G. Over 500 Devices	\$450 plus \$75 for each additional; 100 devices or fraction thereof in excess of 25.
H. Plan review fee for all fire alarm systems	25% of permit fee
2. Automatic Sprinkler System Fees	
A. Underground Installation	\$165
B. 1 to 20 Sprinklers	\$125
C. 21 to 100 Sprinklers	\$200
D. 101 to 150 Sprinklers	\$250
E. 151 to 200 Sprinklers	\$300
F. Over 200 Sprinklers	\$300 plus \$75 for each additional 100 sprinklers or fraction thereof
G. Fire Pump - Additional	\$300
H. Residential Systems	\$150
I. Plan review fee for all automatic sprinkler systems	25% of permit fee
3. Other Extinguishing System	\$150
4. Underground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	\$125 per tank
5. Pyrotechnic Display	\$150 per display per day
6. LPG Installation - portable containers of greater than 125 gallons water capacity at properties where natural gas service is not available	\$125 per container
7. Above Ground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	\$125 per tank
8. Authorized Burning Permit	\$250 per trench/pit, plus \$25 each burn day
9. Carnival/Circus Permit	\$50
10. Foster Home Inspections	\$35
11. Daycare/Health Facilities Licensing Inspections	\$75
12. Other Permits required by Fire Code	\$50
13. Re-inspections Fees	\$45
14. Registration of firms selling and/or servicing hand fire extinguishers, "Vent-a-Hood" fire extinguisher systems, and fire sprinklers within the City	\$50 annually
15. Installation of Special Locking Systems	\$250
16. Gate Installation Permit (Required for gates across private streets or electric gates across fire lanes)	\$50
17. Standpipe Systems	\$50 each standpipe
18. Tent Permit	\$100
19. Public Event Permit Fee	\$250
20. Gas Well Fees	
A. Oil and Gas Well Permit	\$5,000 per wellhead
B. Road Damage Remediation Fee	Assessment per lane mile x Access lane miles per site x OCI (Overall Condition Indicator)
C. Gas Well Pad Site Annual Inspection Fee	\$5,000 per pad site (due June 1 annually)

Golf Course

PERMIT/SERVICE	FEE
1. Green Fees (All Fees include 1/2 cart and applicable taxes)	
A. Monday through Friday Green Fees	(Standard Rate/Seniors & Active Military Rate)
1. M-F: Open - Noon	\$41/33 rate Rate without cart: \$32/\$24
2. M-F: Noon - 3pm	\$41/33 rate Rate without cart: \$32/\$24
3. M-F: 3pm - Close	\$29 rate Rate without cart rate: \$20
4. Super Twilight @ 5pm	\$15 not cart inclusive
5. Senior Card (55+)	\$49.99 (year)

B. Saturday, Sunday, & Holidays Green Fees

1. Sat & Sun (& Holidays): Open - Noon	\$40 rate \$58 cart inclusive
2. Sat & Sun (& Holidays): Noon - 3pm	\$40 rate \$58 cart inclusive
3. Sat & Sun (& Holidays): 3pm - Close	\$31 rate Rate without cart: \$22
4. Super Twilight @ 5PM	\$15 not cart inclusive

C. Replay Green Fees

1. 9 additional holes	\$9
2. 18 additional holes	\$18
3. Senior Card (55+)	\$23

All Golf fees listed are maximum fees to be charged. Golf course management has authority to adjust fees and run seasonal specials as needed to maximize play. In the event of a question or conflict, the City Council shall provide the final resolution.

2. Cart Fees

9 holes	\$9.00
18 holes	\$18.00

3. Monthly Membership Fees: both include unlimited range balls, 10% discount in the pro-shop & \$20 golf after 2pm.

Silver	\$32.99
Gold - Golf discounts prior to 2pm daily	\$69.99

Library

PERMIT/SERVICE	FEE
1. Overdue Library Materials	No Charge
2. Overdue Interlibrary Loan Materials	No Charge
3. Replacement of Lost Materials	Cost or exact replacement
4. Damaged Library Materials	Cost or exact replacement
5. Black & White Copies/Printing	\$.10/Page
6. Use computer / internet / wireless internet	No Charge
7. Color Copies / Printing	\$.25/Page
8. Library Cards for Residents, Teachers and Students from schools within City Limits, TexShare Cardholders	No Charge
9. Non-Resident Fees	
Annually Renewable	\$25/ individual or \$50/ family
**In lieu of fee (patron can volunteer)	
10. Senior Non-Resident Fee (age 62 and over)	\$12.50/ individual
Annually Renewable	
11. Meeting Room Fees/ Usage Fees	Non-Cardholders / Businesses / Other For Profit Groups
A. Small conference room	\$25 minimum (1st 2 hours) + \$10 each addl. Hour
B. Large conference room	\$50 minimum (1st 2 hours) + \$25 each addl. hour
12. Proctoring Fee	\$20/exam
13. 3D Printing	\$.10/gram - \$1.00 minimum

Municipal Court

PERMIT/SERVICE	FEE
1. Return Check Fee	\$ 35 per
2. Credit Card Processing Fee	5% or minimum of \$2.50 per payment

Parks

PERMIT/SERVICE	FEE
City Ball Fields	
1. Unreserved	No Charge
2. Organized League Athletics	City Leagues, PeeWee Football, and BYA are allowed to use fields for organized game play
3. Ball Field Reservations	
A. Reservations/Field	\$25 w/o lights
4. Tournament Fees	
A. Ballfield Rental Girls	\$300 per field minimum of 5 fields
B. Ballfield Rental Boys	\$400 per field per day minimum of 10 fields max of 15 fields
Park Facilities (Warren, Chisenhall and Mistletoe)	
1. Pavilion	
A. Full Shelter	\$20/HR
2. Tennis Courts	
A. Tournament Reservations - Resident	\$10/HR.
B. Tournament Reservations - Non-Resident	\$15/HR.

Stage Rental Fees

(All fees are based on a 4 hour stage rental)

1. For Profit Organizations	\$3,300
A. Extra Speakers	\$450
B. Additional Hours	\$500/hour
C. Deposit	\$1,000
D. Mileage greater than 5 miles	\$20/mile
2. Not For Profit Org (501c3 required)	\$1,650
A. Extra Speakers	\$450
B. Additional Hours	\$250/hour
C. Deposit	\$1,000
D. Mileage greater than 5 miles	\$20/mile

All Recreation fees listed are maximum fees to be charged. Recreation management has authority to adjust fees and run seasonal specials as needed to In the event of a question or conflict, the City Council shall provide the final resolution to maximize play.

Park Land Dedication

Fee in lieu of land - Single Family (Charged with filing of the plat & only applicable if land is not dedicated)	\$458
Park Development Fee - Single Family (charged with filing of the plat)	\$818
Fee in lieu of land - Multi-Family (Charged with filing of the plat & only applicable if land is not dedicated)	\$399
Park Development Fee - Multi Family (charged with filing of the plat)	\$711

Police Department

PERMIT/SERVICE	FEE
1. Copy Services for Accident Reports or information or Copy of Certification of no report	\$6.00/EA
2. Additional Fee for Certified Copies	2/EA
3. License for Sexually Oriented Businesses	
A. New license	\$500
B. License renewal	\$500
C. Non-conforming license	\$500
D. Reinstatement fee	\$500
E. Application for location exemption	\$250
4. Alarm System Fees	
A. Residential Permit Fee	\$50
B. Commercial Permit Fee	\$75 + \$10 Per Agent for More Than 5 Agents
C. Residential Permit Renewal	\$50 annually
D. Commercial Permit Renewal	\$100 annually
E. Residential Permit Reinstatement	\$50
F. Commercial Permit Reinstatement	\$100
G. False Alarm Response Fee	
1-3	\$0
4-5	\$50
6-7	\$75
8-9	\$100
10	\$100 and Police response revoked
5. Solicitor Permits/Registration	
A. Local - 1 year	\$100 (Non-refundable)
B. Interstate Commerce Registration - 1 year	\$0
6. Good Conduct Letter	\$8/Each

Planning

PERMIT/SERVICE	FEE
1. Preliminary Plat	
A. Residential	\$850 + \$15/lot
B. Non-residential	\$500 + \$20 per acre
2. Final Plat	
A. Residential	\$500 + \$10/lot
B. Non-residential	\$500 + \$15 per acre
3. Plat Revision	
A. Re-plat	\$500 + \$10/lot
B. Amending Plat	\$350
4. Plat Vacation/Short Form	\$300
5. Minor Plat	\$400
6. ETJ Plat Exemption Letters	\$25
7. Zoning Change/Specific Use Permit	
A. Less than 3 acres	\$700
B. 3.1 - 10 acres	\$900
C. 11 -29 acres	\$1,400
D. 30+ acres	\$1,600 + \$15/acre over 30 (\$2800 max)
8. Planned Development/Permit	\$1,000 + \$20 per acre
9. Preprinted Zoning Ordinances	Free Online

10. Pre-Printed Subdivision Policies	Free Online
11. Comprehensive Plan	Free Online
12. Comprehensive Plan Summary	Free Online
13. Interpretation request for new or unlisted uses in zoning ordinance (City refunds \$350 if no ordinance amendment is necessary)	\$500
14. Legal Filing Fees	
A. First sheet - Small plat	\$50
B. First sheet - Large plat	\$80
C. Each additional sheet	\$25
15. Shopping Center Sign Package Review Fee	\$250
16. Commercial Site Plan (CSP) fee	\$500
17. Commercial Site Plan Amendment	\$250
18. Annexation/Disannexation Requests	\$500
19. Renotification Fee (at applicant's request)	\$125
20. Zoning Verification Letter fee	\$25
21. Roadway Impact Fees	Refer to Current Impact Fee Ordinance for Fees
22. Variances and Waiver Requests:	
A. Zoning Ordinance	\$250
B. Community Facility Policy	\$200
C. Landscape Requirements	\$250
D. Masonry Ordinance (new construction only)	\$250
E. Subdivision Ordinance	\$250
F. Old Town Design Standards (new construction only)	\$250
G. Commercial Site Plan	\$0
H. Fencing and Screening Ordinance	\$250
G. Any other Development-related Ordinance	\$250
23. Deployment of Wireless Network (small cell) Nodes in the Right of Way	Refer to the current Cell Nodes Ordinance for Fees
24. Emergency Warning System Cost (charged with filing of the plat)	\$25/acre
25. Short Term Rental	
A. Application	\$150 (Non-refundable)
B. Permit Renewal	\$150 (Non-refundable)
26. Credit Card Processing Fee	3.25% of the payment amount

Records Management

PERMIT/SERVICE	FEE
1. Paper Copies	
A. Standard-Size Paper Copy (Measures less than 8.5 X 14)	\$.10 per page
B. Non-Standard Size Paper Copy (Larger than 8.5 X 14)	\$.50 per page
C. Specialty Paper	Actual Cost
2. Computer Diskette (CD/CDR)	\$1.00 each
3. Digital Video Disc (DVD)	\$3.00 each
4. Audio Cassette	\$1.00 each
5. VHS Video Cassette	\$2.50 each
6. Computer Magnetic Tape	Actual Cost
7. Data Cartridge	Actual Cost
8. Tape Cartridge	Actual Cost
9. Thumb Drive	Actual Cost
10. JAZ drive	Actual Cost
11. Other Electronic Media	Actual Cost
12. Miscellaneous Supplies	Actual Cost
13. Postage & Shipping	Actual Cost
14. Photographs	Actual Cost
15. Maps	Actual Cost
16. Other Costs	Actual Cost
17. Outsourced/Contracted Services (may not include development costs)	Actual Cost
18. Microfiche/Microform	
A. Paper Copy	\$.10 per page
B. Film/Fiche Copy	actual cost
C. Document Retrieval/Remote	actual cost
19. Computer Resource	
A. PC or LAN	\$1.00 per clock hour
B. Client/Server	\$2.20 per clock min
C. Midsize	\$1.50 per CPU min
D. Mainframe	\$10.00 per CPU min
20. Labor Charges	
A. Programming Time	\$28.50 per hour
B. Locating/Compiling/Reproducing	\$15.00 per hour
C. Labor Charge - CANNOT be charged for 50 or fewer pages; Overhead charge can only be added if there is a charge for labor (>50 pgs)	20% of labor cost
21. FAX	
A. Local	N/A
B. Long Distance, Same Area Code	N/A
C. Long Distance, Different Area Code	N/A

22. General Information

A. Down Payments	50% of estimated cost if the requestor is given an itemized statement
*NO SALES TAX CAN BE CHARGED per AG	
B. Credit Card Transaction fee	fees may be recovered

23. Body Worn Camera Recordings

A. Responsive to Request / AND	\$10.00 per recording
B. Audio or Video Footage	\$1.00 per full min

Russell Farm

PERMIT/SERVICE	FEE
1. Building Rental	All rental rates based on hourly rates w/ a minimum 4 hour rental
A. Chesapeake Building - Operational hours - 1800 sq. ft. - Max occupancy:145	\$55 per hour
B. Chesapeake Building - Non-operational hours	\$78 per hour
C. Baker Building - Operational Hours - 500 Sq ft. - Max occupancy: 50	\$38 per hour
D. Baker Building - Operational Hours	\$42 per hour
E. Baker Building - Non-operational Hours	\$65 per hour
F. Hay Barn/Outdoor Pavilion - Operational Hours - 1,110 sq. ft. - Max occupancy: 100	\$34 per hour
G. Hay Barn/Outdoor Pavilion - Non-Operational Hours	\$58 per hour
2. Reservation and Refund Policies	
A. All reservations must be made at Russell Farm with the Facility Supervisor.	
B. All refund/refund fees are paid at the Burleson Recreation Center.	
C. All reservations must be paid in full 48 hours prior to rental.	
D. Rental Deposit Fee: \$100.00 per building reserved.	
E. A deposit is required on facility rentals along with the completion of the Russell Farm Reservation contract. The deposit will be refunded if the area used has been left in good order and if all conditions of the Russell Farms rental/refund policies are met. Refund of damage deposit is subject to any remaining balance due on household.	
3. Rental Cancellation Refunds:	
A. Rentals cancelled 30 calendar days or more prior to booking will receive 100% of the deposit.	
B. Rentals cancelled 29 - 15 calendar days or more prior to booking will receive 50% of the deposit.	
C. Rentals cancelled 14 calendar days or less prior to booking will receive 50% of the deposit.	
D. User shall not collect fees at the Russell Farm unless approval has been granted in writing by an authorized representative of the City's Park and Recreation Department. All reservations where monies are collected are subject to approval by the Park and Recreation Department. The City of Burleson will receive 15% of total collections (admission, concession etc.) or \$50.00 whichever is greater. This fee is in addition to all applicable reservation fees. Note: All Russell Farm Fees listed are the maximum fees to be charged. Park and Recreation Management have the authority to adjust fees and run seasonal specials. In the event of a conflict, the City Council shall provide the final resolution.	
4. Educational Field Trip	\$5 per child

Utility Customer Service

PERMIT/SERVICE	FEE
1. Security Deposits	
A. Minimum Residential	\$135
B. Commercial	
1. Minimum for 3/4" Meter	\$ 135
2. Minimum for 1 1/2" Meter	\$ 160
3. Minimum for 2" Meter	\$ 185
4. Minimum for 3" Meter	\$ 210
5. Minimum for 4" Meter or Larger	\$ 260
C. Security Deposit for Fire Hydrant Meters	\$ 1,800
2. Penalty Amount for Late Bills	10% Excluding Tax
3. Returned Payment Fee	\$35
4. Extension Fee	\$5
5. Reconnect Fee	
A. Standard	\$35
B. Reconnect Fee After 5:00 PM and on weekends and holidays	\$50
6. Extra Trip Fee	\$15
7. Meter Test Fee	
A. For 3/4" or 1" Meter	\$30
B. For 1 1/2" Meter and Larger	\$125
8. Temporary Service Fee (2 day limit and 2,000 gallons)	\$30
9. Transfer Fee	\$15
10. Construction Meter Non-Read Fee	\$100
11. After Hours Turn-on Fee	\$50
12. Initiation Fee (in addition to deposit)	\$10
13. Tampering Fee	
A. First Occurrence	\$50
B. Second Occurrence	\$100
C. Third Occurrence	\$150
14. Pull Meter Fee	\$30
15. Credit Card Processing Fee	3.75% or minimum of \$3.50 per payment

City Council Regular Meeting

DEPARTMENT: Legal
FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services
MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance providing Fiscal Year 2024-2025 rates for water and wastewater service. (Final Reading) (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

The proposed ordinance will set rates for water and wastewater services for Fiscal Year 2024-2025.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

Approve the ordinance

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

The City Council approved the ordinance on first reading at its September 3, 2024, meeting.

FISCAL IMPACT:

n/a

STAFF CONTACT:

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

ORDINANCE

AN ORDINANCE ESTABLISHING RATES TO BE CHARGED FOR WATER AND WASTEWATER SERVICE IN THE CITY OF BURLESON; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE, CUMLUATIVE CLAUSE, AND SAVINGS CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed an ordinance in September of 2023 which, among other things, provided rates to be charged for water and wastewater service; and

WHEREAS, the rates for water and wastewater may be amended from time to time as provided by Section 82-2 of the City of Burleson Code of Ordinances; and

WHEREAS, the rates and fees industrial waste discharge as described in Article II (Industrial Waste Discharge) of Chapter 82 (Utilities) of the City of Burleson Code of Ordinances may be amended from time to time; and

WHEREAS, the City Council desires set new rates for water and wastewater service; and

WHEREAS, City Council desires to set new fees and rates related to industrial waste discharge; and

WHEREAS, the City Council has determined that adopting the rates for water and wastewater service as set forth herein is in the best interest of the City.

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

Section 1

The base water rates per meter size shall be as follows:

3/4	\$17.15
1	\$24.70
1.5	\$46.50
2	\$68.53
3	\$164.82
4	\$274.71
6	\$548.19

8	\$821.69
10	\$1092.75
12	\$1,261.80

Section 2

In addition to the base water rate per meter size, the water rates for all areas of the City are as follows:

1 gallon to 10,000 gallons

Meter Size

All \$5.24/1000 gallons

10,001-20,000 gallons

Meter Size

All \$6.33/1000 gallons

Over 20,000 gallons

Meter Size

All \$7.03/1000 gallons

Gas Well Drilling

Meter Size

All \$14.88

Section 3

The base wastewater rate shall be as follows: \$20.72/month.

Section 4

The wastewater volume rates are as follows:

Residential

Residential wastewater volume will be determined as the average of water consumption billed in the months of January, February, and March up to a maximum of 12,000 gallons. If a customer has not established an average for these three months, wastewater volume will be determined as the citywide residential average for those months.

The rate applied to this volume will be \$5.75 per 1,000 gallons.

Maximum wastewater charge to residential customers using wastewater services only:

Maximum residential wastewater rate: \$89.72

Commercial

All usage: \$5.75 per 1000 gallons

Abnormal Sewage Surcharge

Commercial customers whose discharge is found to qualify under the abnormal sewage ordinance will be surcharged according to the following rates:

Biochemical Oxygen Demand (BOD) \$0.5478 per pound

Total Suspended Solids (TSS) \$0.3175 per pound

Section 5

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 6

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

Section 7

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 8

All rights and remedies of the City are expressly saved as to any and all provisions of any ordinance affecting water and wastewater fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to water and wastewater fees and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this

ordinance but may be prosecuted and pursued until final disposition by the courts.

Section 9

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

Section 10

This ordinance shall be in full force and effect October 1, 2024, and after its passage and publication as provided by law.

PASSED AND APPROVED the ____ 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

City Council Regular Meeting

DEPARTMENT: Legal

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

MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance providing Fiscal Year 2024-2025 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash. (Final Reading)
(Staff Contact: Harlan Jefferson, Deputy City Manager)

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

The proposed ordinance will set rates collection and disposal of residential and non-residential solid waste, recyclables, and trash for Fiscal Year 2024-2025.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

n/a

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

At the September 3, 2024, special city council meeting, the city council approved the ordinance on first reading.

FISCAL IMPACT:

n/a

STAFF CONTACT:

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

ORDINANCE

AN ORDINANCE ESTABLISHING RATES TO BE CHARGED FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE, RECYCLABLES AND TRASH WITHIN THE CITY OF BURLESON; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE, CUMLUATIVE CLAUSE, AND SAVINGS CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council previously passed an ordinance, which, among other things, provided a set of fees for solid waste, recyclables, and trash collection; and

WHEREAS, the fees for solid waste, recyclables, and trash collection need to be amended and may be amended in accordance with Section 82-92 of the City of Burleson Code of Ordinances; and

WHEREAS, the City Council desires set fees for solid waste, recyclables, and trash collection for the upcoming fiscal year; and

WHEREAS, the City Council has determined that adopting the fees for solid waste, recyclables, and trash collection set forth herein is in the best interest of the City.

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

Section 1

The monthly charge for gathering and removal of all solid waste (as defined in Section 82-81 of the Code of Ordinances of the City of Burleson, Texas) for residential and non-residential units within the corporate limits of the City of Burleson shall be as follows:

- (1) Residential Unit exclusive of sales tax and applicable state fees:

Waste Collection	\$17.28	2X/Week
Recycling	\$ 3.21	
Admin and Overhead	\$ 1.10	
Litter Abatement	\$ 1.00	
Franchise Fee	\$ 1.64	
Total	\$24.23	

(2) Non-Residential Unit exclusive of sales tax and applicable state fees:

Minor Collection

(10 bags or 1- 96 gallon container)

Base Rate	\$27.22	2X/Week
Administration	\$ 1.10	
Litter Abatement	\$ 1.00	
Franchise Fee	\$ 2.18	
<hr/>		
Total	\$31.50	

Major Collection

(20 bags or 2- 96 gallon containers)

Base Rate	\$41.32	2X/Week
Administration	\$ 1.10	
Litter Abatement	\$ 1.00	
Franchise Fee	\$ 3.31	
<hr/>		
Total	\$46.73	

Section 2

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 3

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

Section 4

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

Section 5

All rights and remedies of the City are expressly saved as to any and all provisions of any ordinance affecting solid waste, recyclables, and trash collection fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to solid waste, recyclables, and trash collection fees and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal,

whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition by the courts.

Section 6

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

Section 7

This ordinance shall be in full force and effect October 1, 2024, and after its passage and publication as provided by law.

PASSED AND APPROVED the _____ 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

City Council Regular Meeting

DEPARTMENT: Legal
FROM: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services
MEETING: September 9, 2024

SUBJECT:

Consider approval of an ordinance providing for a residential homestead exemption from the ad valorem tax for Tax Year 2025 and all future years unless revised of an amount equal to five percent of the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals; finding that the meeting at which this ordinance is passed is open to the public; and declaring an effective date. (Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

On August 5, 2024, the city manager filed the proposed annual budget for Fiscal Year 2024-2025. On that same day, the city manager delivered a copy of the proposed budget to the city council. At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

As part of the FY2021-2022 budget process, city council approved a 1% residential homestead exemption to be effective for Tax Year 2022 (FY2022-2023). This was the first residential homestead exemption in the history of City of Burleson. As part of the 5 year projections, City staff projected 1% increase each of the following years.

As part of the FY2022-2023 budget process, city council approved a 1% increase to the residential homestead exemption, for a total of 2%, to be effective for Tax Year 2023.

As part of the FY2023-2024 budget process, city council approved a 1% increase to the residential homestead exemption, for a total of 3%, to be effective for Tax Year 2024.

The proposed ordinance will approve a 2% increase to the residential homestead exemption, for a total of 5%, to be effective for Tax Year 2025 (FY2025-2026).

City Council must adopt a homestead exemption before July 1st of the tax year the exemption is effective. A homestead exemption for Tax Year 2024 (FY2024-2025) must be approved by Council prior to July 1, 2025.

OPTIONS:

Approve the ordinance, approve the ordinance with modifications, or deny the ordinance

RECOMMENDATION:

n/a

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

At the August 12, 2024, special city council meeting, the city manager presented the proposed budget to the council and members of the public.

At the September 3, 2024, special city council meeting, the city council passed the ordinance on first reading.

FISCAL IMPACT:

n/a

STAFF CONTACT:

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

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING ORDINANCE NO. CSO#1857-09-2021, ORDINANCE NO. CSO#3072-09-2022, AND ORDINANCE NO. CSO#5221-09-2023 BY PROVIDING FOR A RESIDENTIAL HOMESTEAD EXEMPTION FROM THE AD VALOREM PROPERTY TAX OF THE CITY OF BURLESON, TEXAS, FOR THE 2025 TAX YEAR AND ALL FUTURE YEARS UNLESS REVISED AT AN AMOUNT EQUAL TO FIVE PERCENT OF THE APPRAISED VALUE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; INCORPORATING THE RECITALS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the Texas Tax Code provides that the City Council may exempt from ad valorem taxation up to twenty percent (20%) percent of the appraised value of a residential homestead; and

WHEREAS, Section 11.13(n) of the Texas Tax Code states that if the exemption percentage set by the City produces an exemption in a tax year of less than \$5,000 when applied to a particular residential homestead, the taxpayer is entitled to an exemption of \$5,000 of the appraised value; and

WHEREAS, the City Council must adopt a homestead exemption before July 1st of the tax year the exemption is effective; and

WHEREAS, on September 13, 2021, the City Council adopted Ordinance No. CSO#1857-09-2021 providing for the owner of a residence homestead who makes application therefore an exemption for the 2022 tax year and all future tax years, unless revised, from City ad valorem taxation of an amount equal to the sum of one percent (1%) of the appraised value; and

WHEREAS, on September 12, 2022, the City Council adopted Ordinance No. 3072-09-2022, which amended Ordinance No. CSO#1857-09-2021 by providing for the owner of a residence homestead who makes application therefore an exemption for the 2023 tax year and all future tax years, unless revised, from City ad valorem taxation of an amount equal to the sum of two percent (2%) of the appraised value; and

WHEREAS, on September 11, 2023, the City Council adopted Ordinance No. 5221-09-2023, which amended Ordinance No. CSO#1857-09-2021 and Ordinance No. CSO3072-09-2022 by providing for the owner of a residence homestead who makes application therefore an exemption for the 2024 tax year and all future tax years, unless revised, from City ad valorem taxation of an amount equal to the sum of three percent (3%) of the appraised value; and

WHEREAS, the City Council desires revise and amend Ordinance No. CSO1857-09-2021, Ordinance No. 3072-09-2022, Ordinance No. 5221-09-2023 by increasing the amount of the residence homestead exemption beginning tax year 2025; and

WHEREAS, the City Council desires to increase the exemption provided for in Ordinance No. CSO#1857-09-2021 and Ordinance No. 3072-09-2022 and Ordinance No. 5221-09-2023, and adopt a total five percent (5%) residential homestead ad valorem tax exemption pursuant to Section 11.13 of the Texas Tax Code for the tax year 2025 and all future years, unless such exemption is amended by City Council.

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

Section 1

In addition to any other exemptions provided by state law or City ordinance, except for Ordinance No. CSO#1857-09-2021 and Ordinance No. 3072-09-2022 and Ordinance No. 5221-09-2023 which are hereby revised and amended, the owner of a residence homestead who makes application therefore shall be entitled to an exemption for the 2025 tax year and all future tax years, unless revised, from City ad valorem taxation of an amount equal to the sum of five percent (5%) of the appraised value.

Section 2

Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 3

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4

All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 5

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

Section 6

This ordinance shall become effective immediately upon its passage and approval.

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

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: September 9, 2024

SUBJECT:

Consider approval of a resolution adopting the City of Burleson Fiscal Year 24-25 Strategic Plan. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

The Strategic Plan is a visionary document that is designed to guide the organization toward achieving community-wide goals and objectives in the next 12 - 18 months. The FY 24-25 Strategic Plan draft continues with the same four Strategic Focus Areas as the FY 23-24 areas of focus consisting of High Performing City Organization, Dynamic & Preferred City through Managed Growth, Beautiful, Safe & Vibrant Community, and Great Place to Live through Expanded Quality of Life Amenities.

Each Strategic Focus Area includes Goals that will assist in meeting the Focus Area's objectives. In each Goal, are Key Work Plan Tasks that are assigned to departments with target dates, which will contribute in the completion of each Goal.

- **Strategic Focus Area 1: High Performing City Organization Providing Exceptional, People Focused Services.** With an exception to make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

- **Strategic Focus Area 2: Dynamic & Preferred City through Managed Growth.** With an objective to promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

- **Strategic Focus Area 3: Beautiful, Safe & Vibrant Community.** Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

• **Strategic Focus Area 4: Great Place to Live through Expanded Quality of Life Amenities.**

To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents

The FY 24-25 Strategic plan was developed utilizing the following:

- City's adopted vision and mission
- Comprehensive Plan
- City's Master Plans and Capital Improvement Plans
- Departmental Strategic Plans
- FY 23-24 Strategic Plan
- City Council Retreat Meeting in February 2024

OPTIONS:

- 1) Approve the FY 24-25 Strategic Plan as presented.
- 2) Approve the FY 24-25 Strategic Plan with changes.
- 3) Deny the FY 24-25 Strategic Plan.

RECOMMENDATION:

Approve the FY 24-25 Strategic Plan as presented.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817-426-9646

**CITY OF BURLESON CITY COUNCIL
RESOLUTION ADOPTING THE CITY OF BURLESON
STRATEGIC PLAN FOR FISCAL YEAR 2024-25**

WHEREAS, the Burleson City Council believes that the development of a specific mission, vision, core value statements, and both long and short-term goals and objectives are vital to planning for the future of the community; and

WHEREAS, the City of Burleson has developed four strategic Focus Areas in the FY 24-25 Strategic Plan, they include High Performing City Organization, Dynamic and Preferred City, Beautiful, Safe and Vibrant Community and Great Place to Live; and

WHEREAS, the City of Burleson has developed a series of Goals for each Focus Area; and

WHEREAS, the City of Burleson has identified seventy-six (76) Work Plan Tasks that will accomplish the specific Goals set forward in the FY 24-25 Strategic Plan.

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

SECTION 1. That the City of Burleson’s FY 24-25 Strategic Plan is adopted as set forth herein and made a part of this resolution for all purposes.

SECTION 2. That the mission, vision, core values, focus areas, goals and work plan tasks set forth in the Strategic Plan shall be provided to other governmental entities and agencies within the community as appropriate for the purpose of coordination of activities and sharing of the city’s vision.

SECTION 3. That the Burleson City Council shall receive quarterly updates on the Strategic Plan’s process.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the 9th day of September 2024.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor Jr., City Attorney

guide **btX** >>>>

FY 24-25 City of Burleson Strategic Plan



ABOUT THIS PLAN

Why a strategic plan?

The City of Burleson Strategic Plan or Guide BTX communicates the mayor and city council priorities to Burleson residents and businesses. The plan's purpose is to set overall focus areas and goals for the city and develop action items to achieve the goals. Residents can track the city's progress toward the stated goals through quarterly plan updates.

The Strategic Plan was developed utilizing the following:

- City's adopted vision and mission
- Comprehensive Plan
- City's Master Plans and Capital Improvement Plans
- Departmental Strategic Plans
- FY 23-24 Strategic Plan
- City Council Retreat Meeting in February 2024

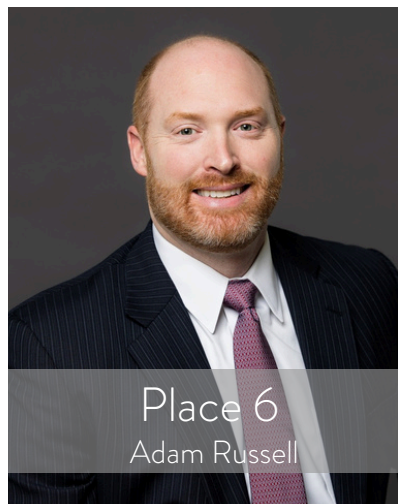
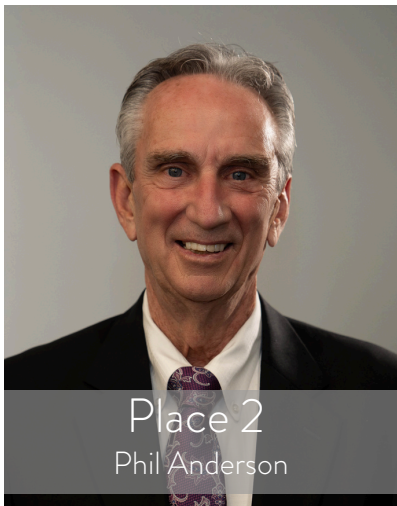
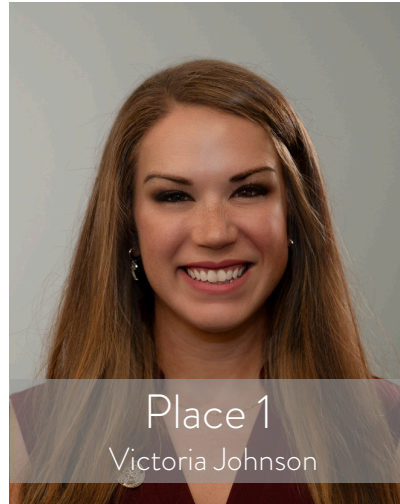
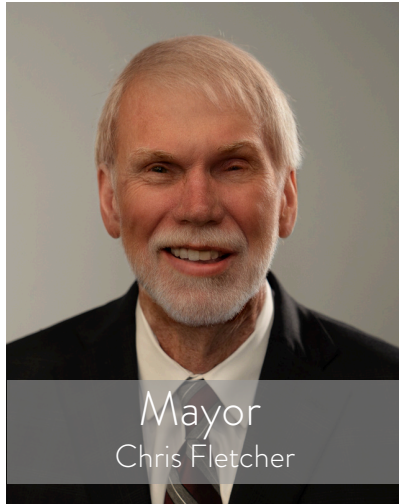
This plan:

1. Develops key focus areas and goals the city will focus on over the next five years.
2. Outlines action items to achieve the set goals for Fiscal Year 2024-2025. Action items are updated yearly.
3. Determine city council's top and high priorities for the action tasks.



BURLESON

City Council



BURLESON CITY GOVERNMENT MISSION

To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a high-performing city team and in a partnership with our Burleson community.

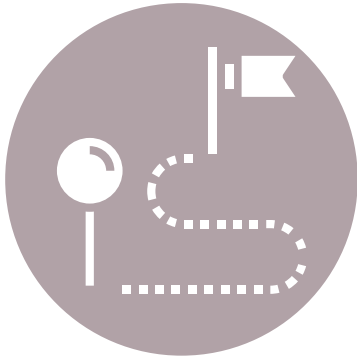


FOCUS AREAS



High Performing City Organization

Providing Exceptional, People Focused Services



Dynamic & Preferred City

through Managed Growth



Beautiful, Safe & Vibrant Community



Great Place to Live

through Expanded Quality of Life Amenities

STRATEGIC PLAN

The city of Burleson is a reflective and forward-thinking organization. Our Strategic Plan serves as a vital framework that not only establishes the foundation for our operations but also provides clear direction for achieving our service objectives. By defining specific goals, strategies, and key priorities, we ensure that our operations and resources are aligned to meet the needs of our future. Since its initial adoption in 2019, the diligent implementation of this plan has led to significant advancements for our community, enhancing the quality of life for all who live and work here.



We engage in a Strategic Planning Process to assess our accomplishments, share updates across our four vision blocks, and identify new or emerging areas of focus. This dynamic and intentional process reflects our leadership framework.



In February 2024, city leaders held a Strategic Planning Session that emphasized the importance of data-driven decision-making. Key priorities included exploring additional funding for stormwater management and street maintenance, alongside a sustained focus on improving city infrastructure. The city also aims to maintain an active presence with the state legislature and enhance regional collaboration to improve grant success, particularly through the North Central Texas Council of Governments.



The execution of the 2022 Bond Program projects, sustained public safety operations, and vibrant economic development—including the growth of Old Town, the development of Chisholm Summit and Hooper Business Park, and the strategic planning for a future hotel/conference center—were also highlighted as critical objectives.



Through this strategic framework, we are committed to continuously assessing our progress and identifying new or emerging areas of focus. By remaining responsive to the evolving needs of our community, we ensure that the city of Burleson continues to thrive as a vibrant, safe, and inclusive place for all residents.



FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

OBJECTIVE

To make the City of Burlison a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

GOAL 3

Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

GOAL 4

Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

FOCUS AREA 1



High Performing City Organization

Providing Exceptional, People Focused Services

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

	Action	Responsible Department	Target Date
1.1.1	Continue to ensure competitive compensation and benefits across the city by benchmarking against peer cities, evaluating city compensation plan ranges and adjustments, cost of living adjustments, and performance-based merits; success will be determined by having an employee turnover rate under 12% each quarter	Human Resources	On-going
1.1.2	Continue to provide growth and promotional opportunities for internal employees through executive and supervisor leadership training and developing a robust succession planning program; Success will be determined by providing 3 leadership classes per quarter	Human Resources	On-going
1.1.3	Provide a training program that improves management, communication, diversity and inclusion, and leadership training; success will be determined by providing 4 training classes each quarter	Human Resources	On-going
1.1.4	Continue development of community partnerships to discuss diversity and offer suggestions of inclusion within the police department	Police	On-going
1.1.5	In partnership with consultant, review and recommend updates to benefit plan designs and carriers based on a RFP process to be completed in FY 23-24	Human Resources	First Quarter (October – December 2023)

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

	Action	Responsible Department	Target Date
1.2.1	Expand outreach efforts for Burleson 311 and utility billing payment options to increase citizen awareness; FY 24/25 success will be determined by participating in four city/community events, mail postcards to utility customers (one annually), social media posts, city e-newsletter, present to three community groups/stakeholders, presenting informational session to department directors and key staff to help promote 311 to customers	Administrative Services	Fourth Quarter (July - September 2025)
1.2.2	Update purchasing and contracting process to ensure continued compliance, efficiency, contract management and document retention	Administrative Services	Third Quarter (April-June 2025)
1.2.3	Creation of IT internal knowledge base to expedite IT staff and city staff trouble shooting techniques in an effort to solve issues independently	Information Technology	Fourth Quarter (July - September 2025)
1.2.4	Implementation of Windows 11 across the technology ecosystem to mitigate security vulnerabilities and enhance our cybersecurity defenses	Information Technology	Fourth Quarter (July - September 2025)
1.2.5	Continue to work with emergency management to integrate 311/CRM into the city's disaster preparedness program	Administrative Services	Fourth Quarter (July - September 2025)

GOAL 3

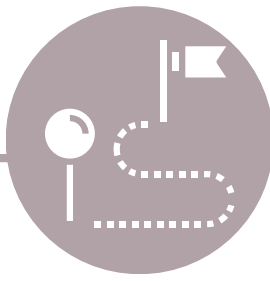
Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

	Action	Responsible Department	Target Date
1.3.1	Continually assess communications and engagement resources, processes, strategies and materials to seek ways to increase community stakeholder awareness and engagement; FY 24/25 success will be determined by reviewing analytics on a quarterly basis the goal for the e-newsletter engagement rate is a 50% open rate, for social media the goal is for average reach post is 4,500 and for the website the goal is 375,000 unique views every quarter; also perform quarterly audits of communication material and strategies to identify strengths, weaknesses, and areas for improvement	Community Services - Marketing and Communications	Fourth Quarter (July - Sept 2025)
1.3.2	Increase community engagement and awareness of library services through outreach programming, partnerships with community organizations, and marketing efforts; FY 24/25 success will be determined by 40 community events and 1,000 social media posts	Community Services - Library	Fourth Quarter (July - Sept 2025)
1.3.3	Continue to provide the public with updates on the status of the 2022 Bond Program implementation; FY 24/25 success will be determined every quarter if an update was made on social media, in e-newsletter, on the dedicated webpage and via the weekly report	Community Services - Marketing and Communications	Fourth Quarter (July - Sept 2025)
1.3.4	Revise existing subdivision ordinance to improve efficiency of operations for the overall development process	Development Services - Planning	Third Quarter (April - June 2025)

GOAL 4

Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

	Action	Responsible Department	Target Date
1.4.1	Continue implementation of asset management program for public infrastructure and fixed assets; FY 24-25 goal is to establish street operations program	City Manager's Office	Third Quarter (April-June 2025)
1.4.2	Explore and conduct an analysis and implementation of a storm water and street maintenance fee to enhance the city's infrastructure	Capital Engineering	Third Quarter (April-June 2025)
1.4.3	Review and pursue grant opportunities to offset the cost of planned capital projects through a grant consultant to complete applications with staff to identify additional opportunities in each of the following categories: Water/Wastewater, Streets & Sidewalk Improvements, and Public Safety; FY 24/25 success will be 3 grant applications through the consultant and staff to identify 4 additional grant opportunities	City Manager's Office	Fourth Quarter (July-Sept 2025)
1.4.4	Continue to exhibit fiduciary responsibility by providing precise and transparent financial information through the submission of 12 monthly financial reports for FY 24/25, preparation of the ACFR, and the development of the FY25/26 budget	Finance Department	On-going
1.4.5	Create website content that will be awarded 4 or more Transparency Stars through a Texas Comptroller program that recognizes local transparency achievements	Finance Department	Fourth Quarter (July-Sept 2025)



FOCUS AREA 2

Dynamic & Preferred City through Managed Growth

OBJECTIVE

To promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 3

Enhance connectivity and improve mobility by expanding capacity of existing transportation network, evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.

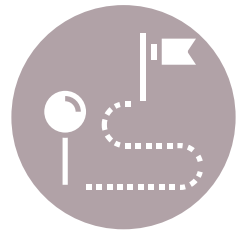
GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

FOCUS AREA 2



Dynamic & Preferred City through Managed Growth

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

	Action	Responsible Department	Target Date
2.1.1	Develop a viable plan for the development of hotel/conference center	Economic Development	Fourth Quarter (July-Sept 2025)
2.1.2	Execute an agreement for the redevelopment of the former Hill College site	Economic Development	Fourth Quarter (July-Sept 2025)
2.1.3	Continue efforts to attract new-to-market retail establishments and promote tourism; FY 24/25 success will be determined by four new sites	Economic Development	On-going
2.1.4	Continue to pursue industrial development throughout the city and or landbank for future development site; FY 24/25 success will be determined by four new sites	Economic Development	On-going
2.1.5	Pursue and recruit medical professionals to the community that have higher paying jobs than the Johnson County median income; FY 24/25 focus is on a hospital provider as well as medical offices that would provide those jobs in our community	Economic Development	Fourth Quarter (July-Sept 2025)
2.1.6	Establish a small business incubation project	Economic Development	Fourth Quarter (July-Sept 2025)

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

	Action	Responsible Department	Target Date
2.2.1	Identify locations for the implementation of neighborhood empowerment zones	Development Services	Fourth Quarter (July-Sept 2025)
2.2.2	Revise existing interlocal agreement with Johnson County to re-evaluate platting authority within the ETJ	Development Services	First Quarter (Oct-Dec 2024)
2.2.3	Reevaluate the need for the public improvement district and other special district policies	Development Services	Third Quarter (Apr-Jun 2025)
2.2.4	Finalize review and adoption of the zoning ordinance update	Development Services	Third Quarter (Apr-Jun 2025)

GOAL 3

Enhance connectivity and improve mobility by expanding capacity of existing transportation network, evaluating additional thoroughfare improvements; and improving roadway, bicycle and pedestrian infrastructure.

	Action	Responsible Department	Target Date
2.3.1	Continuous coordination with NCTCOG for transportation projects on the TIP; FY 24/25 success is measured by always having 2 projects included in the TIP	Capital Engineering	On-going
2.3.2	Assist with the implementation of developing construction schedule for State Highway 174 widening from Elk Drive to Wicker Hill Road	Capital Engineering	Third Quarter (April - June 2025)
2.3.3	Complete the Willow Creek and Village Creek updates to the Master Drainage Study and submit letters of map revisions to FEMA	Development Services	Fourth Quarter (July - Sept 2025)
2.3.4	Begin implementation of Intelligent Traffic System (ITS) and Traffic Management Center (TMC), allowing the city to control signal timing throughout the city	Public Works / Capital Engineering	Fourth Quarter (July - Sept 2025)
2.3.5	Complete the realignment and parking enhancements of Ellison Street project	Capital Engineering	Third Quarter (April - June 2024)

GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

	Action	Responsible Department	Target Date
2.4.1	Complete the construction of Lakewood Boulevard to FM 1902 to serve the city's future Hooper Business Park and Chisholm Summit Development	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.2	Finalize design and complete construction of the FY 24-25 Neighborhood Street Program	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.3	Begin construction for bridge connecting Alsbury Boulevard to CR1020	Capital Engineering	Third Quarter (April - June 2024)
2.4.4	Complete design for Alsbury Boulevard extension to Lakewood Drive	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.5	Complete design of Hulen Street expansion from SH174 to Candler Drive	Capital Engineering	Fourth Quarter (July - Sept 2025)
2.4.6	Finalize design and begin construction of the Burlison Police Headquarters Expansion	Capital Engineering	Second Quarter (January - March 2025)

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

	Action	Responsible Department	Target Date
2.5.1	Complete the feasibility study to identify possible options of a secondary water source	Capital Engineering	First Quarter (October - December 2024)
2.5.2	Finalize a facility masterplan that identifies long term spacing needs and current facility condition assessment	Public Works	Fourth Quarter (July - September 2025)
2.5.3	Complete design and begin construction of the city hall renovations	Capital Engineering	Third Quarter (April - June 2025)



FOCUS AREA 3

Beautiful, Safe & Vibrant Community

OBJECTIVE

Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

GOAL 4

Ensure public safety equipment and personnel needs are being met, including staffing, support and training.

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

FOCUS AREA 3

Beautiful, Safe & Vibrant Community



GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

	Action	Responsible Department	Target Date
3.1.1	Increase adoptions at the Animal Shelter by 5%	Community Services - Animal Services	Fourth Quarter (July-Sept 2025)
3.1.2	Reduce the euthanasia rate of sick animals at the Animal Shelter by 3% by improving early treatment and care	Community Services - Animal Services	Fourth Quarter (July-Sept 2025)
3.1.3	Complete construction of the Greenribbon project located at SH 174 and John Jones Dr. to enhance beautification and cultivate tourism opportunities	Parks and Recreation	Fourth Quarter (July-Sept 2025)
3.1.4	Fully leverage funding for FY 24-25 Home Improvement Rebate Program	Development Services	Fourth Quarter (July-Sept 2025)
3.1.5	Explore RFP opportunities to expand a door-to-door household hazardous waste program	Public Works	On-going

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

	Action	Responsible Department	Target Date
3.2.1	Finalize the community arts masterplan in FY 24-25	Parks and Recreation	Third Quarter (April - July 2025)
3.2.2	Continue to work on redeveloping older centers or new land development on I-35W, Alsbury Blvd, Hidden Creek Parkway and State Highway 174	Economic Development	Fourth Quarter (July - Sept 2025)
3.2.3	Finalize programming elements and public input for west side masterplan	Parks and Recreation	First Quarter (Oct-Dec 2024)
3.2.4	Identify potential options for the relocation of existing softball practice fields located on Hidden Creek Parkway	Parks and Recreation	Third Quarter (April - July 2025)
3.2.5	Complete the Parks Masterplan and begin CAPRA certification	Parks and Recreation	Fourth Quarter (July - Sept 2025)

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

	Action	Responsible Department	Target Date
3.3.1	Design and implement a strategic fire training program to ensure regulatory compliance while fostering company resources to better equip fire personnel to manage job satisfaction and performance	Fire	Fourth Quarter (July - Sept 2025)
3.3.2	Pursue accreditation through the Association of Public Safety Communication Officials to certify public safety communications training program	Public Safety Communications	Fourth Quarter (July - Sept 2025)
3.3.3	Complete revisions to the fire department's call type designation and response configuration in partnership with the fire department to create an efficient call-taking guide for future use	Public Safety Communications	Third Quarter (April - June 2025)
3.3.4	Increase current real-time information and intelligence capabilities by increasing the number of Flock ALPR systems deployed throughout the city	Police	Fourth Quarter (July - Sept 2025)

GOAL 4

Ensure public safety equipment and personnel needs are being met, including staffing, support and training.

	Action	Responsible Department	Target Date
3.4.1	Complete construction of Fire Station 1 to provide adequate space for Fire/EMS operations and expand office capacity for administration	Capital Engineering	Fourth Quarter (July-Sept 2025)
3.4.2	Reestablish fire department curriculum for a rescue task force, training all fire personnel in active threat situations	Fire	Fourth Quarter (July-Sept 2025)
3.4.3	Transition Axon air streaming software to integrate police department's current drones with existing Axon live streaming and digital evidence storage services	Police	Third Quarter (April-June 2025)
3.4.4	Deploy new and advanced public safety radios with cellular backup to provide better system redundancy and protection for system operations	Information Technology	Fourth Quarter (July-Sept 2025)

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

	Action	Responsible Department	Target Date
3.5.1	Continue to conduct emergency preparedness workshops for community members and enhance the CERT program to assist with achieving whole community preparedness; FY 24/25 success will be determined by hosting an annual preparedness fair and bi-annual CERT training	Fire - Emergency Management	On-going
3.5.2	Continue to enhance Community Risk Reduction efforts (drowning prevention, CPR, Stop the Bleed, etc.), making the city a safer place to live, work and visit	Fire - Community Risk Reduction Division	Fourth Quarter (July - Sept 2025)
3.5.3	Enhance drone operations through the addition of a tethered drone that works with Axon software that does not require a certified pilot to operate	Police	Fourth Quarter (July - Sept 2025)
3.5.4	Add 4G camera installation at community parks that have seen an increase of vandalism and other issues to ensure the safety of all park goers	Parks and Recreation	Second Quarter (Jan - Mar 2025)



FOCUS AREA 4

Great Place to Live

through Expanded Quality of Life Amenities

OBJECTIVE

To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

FOCUS AREA 4



Great Place to Live

through Expanded Quality of Life Amenities

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city’s trail network; and improving access to parks facilities.

	Action	Responsible Department	Target Date
4.1.1	Continue to implement the 5-year capital program by completing the projects approved in FY 24-25	Parks and Recreation	Fourth Quarter (July - Sept 2025)
4.1.2	Complete essential repairs on 3,300 square feet of concrete sidewalk and common areas at Chisenhall Fields sports complex to enhance safety and accessibility for all visitors and participants	Parks and Recreation	Third Quarter (April-June 2025)
4.1.3	Enhance lighting in the Old Town and Mayor Vera Calvin Plaza area	Parks and Recreation	Third Quarter (April-June 2025)

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

	Action	Responsible Department	Target Date
4.2.1	Complete BRiCk lobby renovations	Parks and Recreation	Fourth Quarter (July - Sept 2025)
4.2.2	Expand tournaments at Chishenhall Fields sports complex to host a total of 13 events	Parks and Recreation	Fourth Quarter (July - Sept 2025)
4.2.3	Increase community engagement and awareness of library services through outreach programming, partnerships with community organizations and marketing efforts	Community Services - Public Library	Fourth Quarter (July - Sept 2025)
4.2.4	Add Mayor Vera Calvin Plaza and Russell Farm Art Center opportunities specific to recreational programming	Parks and Recreation	Fourth Quarter (July - Sept 2025)

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

	Action	Responsible Department	Target Date
4.3.1	Partner with Johnson County for the development of a master thoroughfare plan	Development Engineering	Fourth Quarter (July - Sept 2025)
4.3.2	Implement and host the Burleson 101 Civic Academy for the second year to educate the community on municipal operations and grow partnerships within the community	City Manager's Office/City Secretary	Fourth Quarter (July - Sept 2025)
4.3.3	Develop fundraising strategies for the Senior Activity Center by cultivating relationships with donors, seeking out sponsorships from local business and organizations, and planning fundraising that resonate with the community	Community Services - Senior Activity Center	Third Quarter (April - June 2025)
4.3.4	Grow the Project U Leadership Conference to be a premier statewide event, bringing visitors and overnight guests to the city of Burleson	Economic Development	Second Quarter (January - March 2025)

THE CITY OF
BURLESON
TEXAS

City Council Regular Meeting

DEPARTMENT: Human Resources

FROM: Cheryl Marthiljohni, Director of Human Resources

MEETING: September 9, 2024

SUBJECT:

Consider a Resolution adopting the updates to the employee handbook and the city's compensation structures for FY 2024-2025. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

SUMMARY:

On July 22, 2024, a presentation containing suggested or required modifications to the city's compensation structure and employee handbook for the fiscal year 2024–2025 was given to Council.

RECOMMENDATION:

Staff recommends approving the Resolution as presented.

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

Reviewed with Council on July 22, 2024, during the Regular Council Meeting

REFERENCE:

Not Applicable

FISCAL IMPACT:

Included in the overall budget for fiscal year 2024-2025 as presented.

STAFF CONTACT:

Cheryl Marthiljohni
Director of Human Resources
cmarthiljohni@burlesontx.com
817-426-9641



Human Resources

Employee Handbook and Compensation Structures

FY 2024-2025

Employee Handbook Updates

Policy

***Effective October 1, 2024**

Replacement and Disposal of Technology Equipment*	Update policy to report to BTX-IT replacement and/or disposal of city technology equipment.
Holiday*	Update policy to reflect practice and remove statement regarding rescheduling a holiday for use within 60 days.
Longevity*	Update policy to reflect practice in listing per pay period as method of payment unless already grandfathered in with a lump sum payment method.
Dress Code*	Update to reflect current practices associated with jewelry and body art.
Tuition Reimbursement*	Update to include other educational institutions or academies that help foster career growth for current employees.
Discipline*	Update terminology to Corrective Action
Acceptable Use Policy (Target effective date 1/1/25)	Enhancement of acceptable use practices to safeguard the confidentiality, integrity, and availability of the information we create, collect, and maintain.
Personal Day*	Update to reflect an additional personal day for employees.
Telecommute work arrangements (Target effective date 1/1/25)	Develop policy for formal telecommute work arrangements. This work arrangement is for certain departments/positions if conducive for the type of work.
Work Schedules*	Update policies to reflect a 4x10 schedule and 48/96 certified Fire Personnel.
Catastrophic Leave Donation*	Develop policy for Catastrophic Leave Pool

Redlined Handbook – Summary of Changes

Policy Title	Policy Section	Change
Chapter 4 – Replacement and Disposal of Equipment. Also included in Chapter 16 –Privacy Issues	4.2 and 16.8	Updated sections to <i>include reporting to BTX-IT replacement and/or disposal of city electronic/technology equipment.</i>
Chapter 4 – Dress Code – General Description	4.6	Change language under jewelry and body art to read: <i>“Inappropriate visible tattoos will be required to be covered. Tongue rings, brow rings, facial piercings, ear gauges, or visible belly-button rings may be permitted depending upon the position and if done so in a way that represents a professional appearance at work.”</i> This policy is updated to reflect current practice.
Chapter 6 – Holidays	6.1	Remove section: <i>“A rescheduled holiday must be used within 60 days or be forfeited.”</i> Added a statement of in the same week to read: Full-time employees will be paid for the holiday plus all hours worked, unless the time off for the holiday is rescheduled for another regularly scheduled workday <i>“in the same week”</i> . This change reflects current practice.
Chapter 6 - Holidays	6.9	Added “personal day” section. <u><i>Personal Day.</i></u> <i>Full-time employees will receive one (1) paid Personal Day off each fiscal year. The Personal Day may be used in partial or whole day increments, depending on Department Director/manager approval and business needs of the department. If the Personal Day is not taken on or before the last day of the fiscal year, it will not carry over and will be forfeited. The Personal Day is not eligible for pay out in the event it is unused and an employee leaves the City.</i>

Redlined Handbook – Summary of Changes Continued

Policy Title	Policy Section	Change
Chapter 9 – Work Periods	9.1	Updated work schedules to reflect current start/end times and added the 48/96 certified Fire Personnel schedule.
Chapter 9 – Compensation	9.4	Added reference to the 48/96 certified Fire Personnel schedule.
Chapter 9 – Longevity Pay	9.4	Added statement: <i>“Longevity payments will be paid on a per pay period basis unless already grandfathered with a lump sum payment method.”</i>
Chapter 12 – Employee Benefits – Tuition Reimbursement - Coursework	12.2	Added statement: <i>“Participation in academies or other educational institution(s) that help foster career growth for current employees.”</i>

Redlined Handbook – Summary of Changes Continued

- ✓ The overall handbook effective date(s) are updated to reflect 10/1/2024
- ✓ The *Table of Contents and page numbers* will be updated to reflect correct format after changes have been made.
- ✓ Through-out the handbook the term disciplinary or disciplinary action was replaced with Corrective Action. Includes adding the term Corrective Action in the vocabulary of the employee handbook.
- ✓ Catastrophic Leave Pool policy will be included in overall handbook as part of Chapter 6 – *Vacation, Sick, Leave of Absence, and other Absence from Work.*

Compensation Structures – FY24-25

Updated compensation structures include:

- General Government
- Fire Step Plan
- Police Step Plan
- Recreation Instructor
- Certification/Allowances

Changes for FY24-25 include:

- Current dates for new fiscal year
- Added FY approved budgeted positions (ex: Economic Development Analyst)
- Added FY approved reclass positions (ex: Fair Labor Standards Act (FLSA) requirement)

Questions?

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING THE CITY’S COMPENSATION PAY PLANS AND EMPLOYEE HANDBOOK FOR FISCAL YEAR 2024-2025.

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

WHEREAS, the City has evaluated its compensation plans and employee handbook for any updates as applicable for recruitment and retention of qualified staff, regulatory compliance, or other organizational needs; and

WHEREAS, the City Council has reviewed and desires to approve the compensation plans and employee handbook for FY 2024-2025.

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

Section 1.

The compensation plans and employee handbook for FY 2024-2025 is approved. The compensation plan is attached hereto as Exhibit “A” and the employee handbook is attached as Exhibit “B”.

Section 2.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



Dear Fellow Employees:

Welcome to the City of Burleson! This handbook will serve as a starting point to answer many employment and conduct related questions. Don't hesitate to go to your Department Manager, Director, or the Human Resources department if you have additional questions.

There are many aspects of the manual that are important. The City's basic employment related policies and a separate City of Burleson safety manual are included here.

Ongoing updates to policies and employee related events can be found on the City's website at www.burlesontx.com/employeeforms.

If you have a city-issued email address, be sure to check it regularly for communications from Human Resources about benefits, policies, upcoming events, and other important notices. We look forward to working with you to maximize your employment with the City of Burleson.

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Revised 10/01/~~2023~~2024

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City of Burleson

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***Note: This version of the manual supersedes prior versions of the Human Resources Policy Manual**

Chapter 1: Administration and General Information

1.1 Administration. (revised 11/01/16) (01/01/19)

Responsibility: The City Manager is designated as the chief executive officer. As the head of the administrative branch of city government, the City Manager is responsible to the city council for the administration of all affairs of the city, including the hiring, and when necessary, removal of any employee, per city charter. The Deputy City Managers are appointed by the City Manager and assist the City Manager in administering the affairs of the city by performing assigned functions and providing general oversight to the directors of departments as designated on the city's organizational chart. Throughout this manual when the City Manager is noted, the Deputy City Manager is authorized to make decisions in the City Manager's place, if so designated by the City Manager or is the City Manager is physically incapacitated and unable to make such related decisions.

The Director of Human Resources is responsible for administering the regulations of this policy in cooperation with department managers and directors. Directors are responsible for the proper and effective administration of this policy within their departments. Routine matters and duties, such as maintaining records and preparing reports may be assigned to another department staff member.

This policy prevails over any individual department policy that may be contradicting.

The City reserves the right to interpret, change, suspend, cancel or dispute all or any part of the policies contained herein.

1.2 Department Policies. (revised 12/31/15)

- (a) It shall be the prerogative of each department director and the Deputy City Managers, with the approval of the City Manager, to develop and implement departmental policies and/or practices which are separate from or in addition to these policies. If a departmental policy is inconsistent, in conflict or incompatible with any provision contained herein, the provision in this manual shall control. Directors shall review departmental policies and correct any inconsistencies, conflicts or incompatible provisions following the approval of any future amendments to this manual.
- (b) Directors may choose to reorganize department operations and assign employees to new job duties and/or positions without posting job openings for City employees or public review, if they deem such a reorganization to be in the best interest of the department. Such decisions should be discussed with the City Manager, or designated Deputy City Manager, in advance. After CMO approval, the Director will communicate the circumstances to the Human Resources Director if job openings are not posted and made available for application or transfer.

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1.3 Amendments to This Policy.

The City Manager may make revisions to this policy which do not involve a change in benefits offered or changes which would require an amendment to the city's current "Annual Operating Budget." The city council must approve all changes involving employee benefits and/or budget amendments. Any new rules or regulations issued supersede these regulations and are fully binding on all employees.

1.4 Policy Distribution. A copy of this policy shall be made available to all city employees.

1.5 Personnel Records.

- (a) Retention and inspection. The Human Resources Department will maintain the personnel file for each employee and retain those records in accordance with the city's records retention schedule. An employee's record is available for inspection in the Human Resources Department by that employee and the employee's immediate supervisor, manager, director, Deputy City Manager or the City Manager. In some instances, information in these files is available to the public, per open records state statutes.
- (b) Information update. Each employee shall report to the Human Resources Department any change in address, telephone number, or family status, to be included in the employee's personnel file.
- (c) Retention of Applications. Whether or not an applicant is hired, promoted, or transferred, the application shall not be returned, but shall be retained by the city in accordance with the city's records retention schedule.

1.6 Fair Employment Practices.

- (a) Responsibility- All City Employees: The city workforce exists to provide essential municipal services to the community. The city organization is committed, within its financial constraints, to maintaining a workforce of the most qualified workers to provide reliable, quality, and cost efficient services to the community in a respectful and friendly manner.
- (b) Management responsibilities:
in keeping with the respect due each employee, city management is committed to:
 - provide effective and efficient delivery of services;
 - compensate employees fairly for work done;
 - provide safe, healthy, work conditions in accordance with provisions of all applicable law;

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- adequately instruct and train employees in their duties;
- supply necessary tools and equipment (except those customarily provided by employees);
- provide reasonable opportunities for development experience and competitive advancement; and
- actively engage in equal opportunity activities.
- City management shall not dismiss an individual, fail or refuse to hire an individual, or otherwise discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of the individual's race, color, age, religion, sex (includes gender, gender identity, sexual orientation, pregnancy) , national origin, disability, pregnancy, military status, political opinions, or affiliations.

(c) Employee responsibilities:

An employee shall:

- be loyal to and meet the reasonable expectations of city management and the citizens of the city,
- report to work regularly and at the time specified by their supervisor;
- consistently meet or exceed performance standards established for the employee's job;
- work in a professional, cooperative, safe, and friendly manner; and
- get along well with co-workers and citizens.

1.7 Prohibition of Discrimination and Harassment. (01/01/19) (10/01/2023)

- (a) The City of Burlison does not condone, endorse, or tolerate conduct by employees, vendors, volunteers, elected officials or citizens that would constitute discrimination or harassment (including sexual harassment) based on race, color, religion, national origin, sex (includes gender, gender identity, sexual orientation, pregnancy), age, the existence of a physical or mental disability, military service status or any other state or federally protected right. Employees who feel there is a problem in this area should refer to Standards of Conduct Chapter for further guidelines on how to address this concern and should report the problem to a member of city management immediately.
- (b) Hair discrimination - at no time will the city allow any hiring, advancement, other employment or grooming policy or practice be made because of or on the basis of an employee's hair texture or protective hairstyle (braids, locks, and twists) commonly or historically associated with race.

1.8 Expressing Breast Milk in the Workplace:

- (a) It is the policy of the City of Burleson to follow mandates issued by the State of Texas (Texas Government Code, title 6, chapter 619) and the Federal Fair Labor Standards Act (Section 7) related to a mother's right to express breast milk in the workplace.
- (b) It is the policy of the City of Burleson to support the practice of expressing breast milk and to make a reasonable accommodation for the needs of employees who express breast milk.
- (c) The City of Burleson will provide;
 - 1. a reasonable amount of break time for an employee to express breast milk each time the employee has need to express the milk; and
 - 2. a place, other than a bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk. The location provided must be functional as a space for expressing breast milk. If the space is not dedicated to the nursing mother's use, it will be available when needed in order to meet the statutory requirements of the Department of Labor/FLSA regulations.
 - 3. Designation of Space: The Department Director or Manager will work with any employee to designate an appropriate space for expressing breast milk in accordance with #2 above.
- (d) Responsibility: It is the responsibility of department management to work with an employee who has a need for accommodation for expressing breast milk. It is the responsibility of the employee to communicate with management regarding the need for accommodation.
- (e) Breaks for Expressing Breast Milk: The City is not required to compensate nursing mothers for breaks taken for the purpose of expressing milk. However, where departments already provide compensated breaks, an employee who uses that break time to express milk will be compensated in the same way that other employees are compensated for break time. The provision to compensate employee for this break time applies only to non-exempt employees.
- (f) Per section 619.005 of the Texas Government Code, Discrimination Prohibited. A public employer may not suspend or terminate the employment of, or otherwise discriminate against, an employee because the employee has asserted the employee's rights under this chapter.

Chapter 2: New Employee Information

2.1 Application and Initial Employment.

- (a) The Human Resources Department will coordinate the process of recruiting employees, posting job openings, testing employees, assisting management with interviews, checking references, and making job offers. Supervisory and management employees should refer to internal written protocols for hiring new employees within the approved guidelines and the budget allocations.

2.2 Probationary Employment Period.

- (a) All new employees will serve a six-month probationary period (note differentiation when the probationary period begins for sworn public safety in subsection (1) below). During this time the employee is working to learn job skills and demonstrate an ability to perform the job in an acceptable manner. This is the period of time in which supervisory staff are assessing competency and training the employee. Throughout this handbook various benefits are explained and are made available to qualified employees. Successful completion of the six-month probationary period is required in order to secure these benefits. Employees may be given a brief written evaluation at the end of the probationary period:
 - (1) The six-month probationary period for commissioned peace officers in the Police Department and sworn firefighters working in the Fire Department begins at the conclusion of the departments' field training/orientation period.
- (b) No portion of the probationary period requirement alters the city's right to exercise the "at-will" employment option (see the Federal, State, and Local Law Notices). If an employee elects to quit during the probationary period a two week written notice is still required in order to be rehired, but may be waived by the employee's director following review with Human Resources should it be in the city's best interest.
- (c) New employees (not police officers) are required to complete six months of employment in the department in which they are initially hired before being eligible for consideration for transfer within city employment.
- (d) Completion of the probationary period does not guarantee continued employment or alter the employment "at-will" employment option. See the Federal, State, and Local Law Notices Chapter for more information on conditions of employment.

2.3 Nepotism. (05/13/19) (10/01/21)

- (a) City Charter Requirement. In keeping with Section 134 of the Charter of the City of Burlison, no person who is related within the second degree of affinity or within the third degree of consanguinity to a member of the city council or to the City

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Manager is eligible for any office, position or service with the city or to the Zoning Board of Adjustment or the Planning and Zoning Commission. This prohibition does not affect an officer or employee within the named degree, who is already serving or employed by the city for 30 days prior to an appointed position and 6 months prior to an elected position from when the member of the city council or the City Manager takes office.

- (b) Other than prohibited nepotism in the City Charter, employment of relatives is permitted. However, employees may not appoint or employ family members, nor use their position to influence their appointment or employment. Employees shall not be placed in positions in which they would supervise or be supervised by a family member; or be in a position where family members could affect each other's employment, promotion, salary administration, work assignments, or other related management or personnel decisions and transactions. For applicable employment relationships existing prior to the policy, appropriate controls and oversight will be put in place with the Department Director and Human Resources to ensure no conflict of interest.
- (c) To the extent possible, family members working in the same department will not be assigned to the same work group or shift. If not practical, approval is required by the Department Director and Human Resources.
- (d) In situations where pending family relationships are being considered between employees post-employment that would violate the nepotism policy, a meeting between the employees, the department head(s) and the Director of Human Resources will need to occur. The continuance of employment of both employees will be determined based upon supervisory roles and conflict of interest that could occur if both are retained in their current roles and/or department. A transfer or separation could be the result of the meeting.

Chapter 3: ~~_____~~ Federal, State, and Local Law Notices and Public Information Policy

3.1 Equal Opportunity Policy. (01/30/2020)

No officer or employee of the city shall discriminate in employment practices based on race, color, religion, national origin, sex (includes gender, gender identity, sexual orientation, pregnancy), age, the existence of a physical or mental disability, military service status or any other state or federally protected right. The equal opportunity policy of the city applies to all areas of employment, including, but not limited to recruitment, hiring, job assignments, pay, training, promotions, privileges, and conditions of employment.

3.2 Conditions of Employment

(a) These Policies are not a Contract;

At-will employment. All employees of the city serve at the will and pleasure of the city. Neither this policy nor any other policy of the city nor any statement of a city official, shall be construed as granting a property interest in employment with the city. The existence of this policy does not constitute any limitation on the rights of the city to manage its affairs. The city reserves the right to interpret, change, suspend, cancel or dispute all or any part of this policy.

(b) Requirements for continued employment. Although adherence to this policy is considered a condition of continued employment, nothing in this policy alters an employee's status, and this policy shall not constitute a contract or promise of employment. Employees are expected to continue to meet job performance standards, observe departmental regulations, and observe city rules of conduct in order to continue employment with the city.

3.3 Compliance with Regulations and Laws.

An employee shall comply with the provisions of the charter and ordinances and resolutions of the city, with this policy and with departmental policies; failure to do so may result in corrective action ~~disciplinary~~ measures.

3.4 Public Information Policy.

(a) Policy statement. The city recognizes that the public should have accurate, authentic information concerning events that affect the public welfare or the public interest. This information should be provided, when possible to do so, without interfering with the performance of services and without jeopardizing results of investigations or other pending matters. The city and all its departments are tax supported and must merit and retain public support. The city has the obligation to follow legal guidelines in providing public information as established in the Texas Public Information Act.

(b) Public information coordinator. The City Manager and city council have, by ordinance, designated the city secretary to be Bureson's public information coordinator, responsible

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for administering the city's responsibilities under the Texas Public Information Act. The public information coordinator will coordinate requests for information with the various department directors to ensure compliance with all public information laws.

- (c) Referral of requests. Departments shall refer requests for information to the city secretary's office for required legal handling to ensure the city's compliance with open records statutes.

3.5 Media Relations Policy.

- (a) Policy statement. This policy establishes procedures and guidelines for all city employees concerning communication with members of the news media when the employee is on the job or acting as a city employee. The city seeks to provide consistent, accurate, and timely information to the media while keeping city officials informed of emerging media issues. To accomplish this goal, the city maintains a systematic, well-coordinated communications policy.
- (b) Public information officer (PIO). The City Manager shall designate a staff member as the city's PIO. The PIO is the city's official spokesperson for all city departments except the police department or as directed by the City Manager. The PIO promotes and provides background information about city issues, projects, and services to both the news media and the public.
 - (1) The PIO is on-call 24 hours a day in order to facilitate the city's media relations policy, answer questions, respond to developing situations, and offer assistance as needed.
 - (2) The PIO is available to all employees for advice, consultation, and assistance in media relations. Upon request, the PIO can be present for any arranged interviews with media personnel.
 - (3) When the PIO is unavailable to serve as the city's spokesperson, an alternate spokesperson shall be designated by the City Manager.
- (c) Public safety. The Police Chief shall designate a member of that department to serve as the city's official spokesperson for police-related incidents, including but not limited to criminal reports. The city PIO shall serve as the fire department PIO until such time as the Fire Chief chooses to designate a spokesperson from within that department and has such designation approved by city management. The city, police department, and fire department shall jointly coordinate the release of all other material to news media outlets. On the scene of an active police or fire incident, the incident commander shall serve as the media contact until the departmental or city spokesperson is present, or unless an alternate spokesperson is designated by the Chief.
- (d) Application to staff. An employee shall not initiate a contact with the news media relating to city business without permission of the department director and coordination with the public information officer.

- (1) A department director may respond to simple inquiries from the news media, but must immediately notify the public information officer and the Deputy City Manager or the City Manager, whichever is appropriate, of the date, time, subject matter, and news media personnel who made the inquiry.
 - (2) Readily Available Requests. When an employee other than a PIO or department director is contacted by the media requesting readily available information about city operations that is known to be public, the employee shall make a reasonable effort to provide it. Such information includes, but is not limited to, city staff names, titles and extensions; public meeting dates, locations and agendas; provisions of city ordinances or city charter; and copies of materials prepared by the city for public distribution. If the employee is unsure whether the requested information is considered public, the employee shall forward the request to the appropriate department director.
 - (3) Other Requests. When an employee other than a PIO or department director is contacted by the media for information about city operations that is not readily available, the employee shall refer the request to the appropriate department director or the PIO.
 - (4) News media personnel who visit city facilities will not be permitted in controlled access areas without the department director's authorization.
- (e) News releases.
- (1) All departments are encouraged to disseminate news releases that reflect positively on the city and its image. A list of appropriate media contacts will be maintained by the PIO.
 - (2) News releases shall be submitted to the departmental director for approval before being forwarded to the PIO for formal issuance to the news media.
 - (3) The appropriate process for composition and distribution of news releases from the police department will be determined by department general orders.
- (f) Formal media interviews.
- (1) An employee who receives a request from the media for scheduled interviews, tapings or recordings shall immediately forward the request to the PIO, who shall notify the City Manager as needed.
 - (2) Employees shall work with the PIO to provide a timely and thorough response to all interview requests, but the city may ask for and expect to be afforded additional time to research the relevant issues and to prepare for the interview.
 - (3) The PIO is the official spokesperson for the city. However, if it is determined to be more appropriate to have another staff member interviewed, as a subject matter expert, the PIO will be available to advise the employee on interviewing with the media.
 - (4) Upon termination of a formal media interview, the employee shall promptly discuss the topic with his or her departmental director and/or the PIO to determine if any further action should be taken.

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(5) The appropriate process for conduct of a media interview on police matters will be determined by department general orders.

(g) A city employee violating this policy is subject to ~~discipline~~corrective action up to and including termination.

Chapter 4: _____ Standards of Conduct

4.1 Anti-Harassment Policy And Procedures: (revised 11/01/16) (01/01/19) (10/01/23)

The purpose of this policy is to provide all employees a work environment that is free from harassment, including sexual harassment and any other form of illegal harassment or intimidation. Any conduct between a City employee and a volunteer or citizen that may be deemed harassment is also strictly prohibited. See the Administration and General Information Chapter for further policy statements related to this matter.

Director of Human Resources. The director of Human Resources will receive training about harassment and this policy, and will be responsible for investigating harassment complaints.

Distribution of policies. The director of Human Resources will distribute this policy to all employees. Employees are encouraged to read this policy and adhere to its provisions at all times.

Amendments. The City Manager reserves the right to amend this policy at any time. The director of Human Resources will notify employees of changes to this policy.

Training. The city shall provide mandatory training in harassment matters for supervisors.

(a) Harassment Definitions:

(1) Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, ancestry, religion, national origin, age, sex (includes gender, gender identity, sexual orientation, pregnancy) marital status, disability, genetic information, or veteran status.

(2) Sexual Harassment consists of unwelcome sexual advances, requests for sexual favors, verbal, visual, or physical acts of a sexual or sex-based nature, or other misconduct directed at a person's sex.

(A) Harassment becomes unlawful where:

- enduring the offensive conduct becomes a condition of continued employment or a submission or rejection of the conduct is a basis of employment decisions
- the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

(b) Prohibited conduct:

The city considers the following conduct to represent the types of acts which violate this policy regardless if the behavior was intended to harass. The conduct listed below is not an all-inclusive list:

- (1) Physical Harassment: Any actual or attempts at intentional physical contact, assault, impeding or blocking movement, leering; or the physical interference with normal work, privacy or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex (includes gender, gender identity, sexual orientation, pregnancy), age, or veteran status. This includes pinching, patting, grabbing, rape, sexual battery, molestation, brushing against another person's body, poking another person's body, or making explicit or implied threats or promises in return for submission to physical acts.
- (2) Verbal Harassment: Inappropriate gestures, rumors, code words, slurs, jokes, unwanted advances, propositions, and other offensive words or comments on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex (includes gender, gender identity, sexual orientation, pregnancy), age, or veteran status whether made in general, directed to an individual, or to a group of people.
- (3) Visual Forms of Harassment: Inappropriate gestures, or demeaning, derogatory, prejudicial, stereotypical, or otherwise offensive written documents or publications such as posters, photographs, cartoons, notes, magazines, calendars, graffiti, bulletins, drawings or pictures on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex (includes gender, gender identity, sexual orientation, pregnancy), age, or veteran status. A picture is presumed sexually suggestive if it depicts a person who is not fully clothed or in clothes that are not suited to a professional workplace, or displaying or drawing attention to the private portions of the body. This applies to both posted material and material maintained in or on equipment or personal property in the workplace.
- (4) Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward is prohibited.
- (5) Subjecting, or threats of subjecting, an employee to unwelcome conduct when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex (includes gender, gender identity, sexual orientation, pregnancy), age, or veteran status; or intentionally making performance of the employee's job more difficult because of that employee's rejection of such misconduct is prohibited.
- (6) Other acts of a similar nature on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex (includes gender, gender identity, sexual orientation, pregnancy), age, or veteran status.

(c) Retaliation Prohibited:

Retaliation for harassment complaints, such as disciplining, changing work environments, providing inaccurate work information, or refusing to cooperate or discuss work related matters with an employee because that employee has complained about or resisted harassment, discrimination or retaliation.

(d) General Provisions:

Employees who make repeated, false, or unfounded complaints for the sole purpose of attempting to invoke ~~corrective disciplinary~~ action on another employee or attempting to disrupt the workplace without merit will be counseled and may also be subject to ~~corrective disciplinary~~ action as appropriate.

(e) Complaint Procedure for Harassment:

(1) The city encourages employees who encounter harassment to firmly and promptly notify the offender that the behavior is unwelcome and that the conduct must stop.

(2) An employee who experiences or observes behaviors that are or could be construed as harassment or retaliation must report the incident to a supervisor, Department Director, the Director of Human Resources, or the City Manager. See the ~~Corrective Disciplinary~~ Action, Appeal, Complaints and Grievance Procedures Chapter for details on how grievances related to protected employee rights are handled.

(3) The Director of Human Resources will report all harassment and retaliation complaints to the City Manager.

(4) Each complaint, including anonymous complaints, will be promptly and thoroughly investigated to determine if harassment occurred. To the extent practical and allowed by the Texas Public Information Act, the city will keep complaints and the terms of their resolution confidential.

(5) An employee will not be subject to retaliation or ~~discipline~~corrective action for reporting or pursuing a harassment complaint. If the employee believes they are being retaliated against during or as a result of this process, they will report this to the Human Resources Department or the City Manager immediately.

(f) Responsibility of employees:

An employee or applicant for employment who has been harassed or knows of or suspects harassment in the workplace, sexual or otherwise, has the responsibility to report the conduct to a Supervisor, Department Director, the Director of Human Resources, the City Manager, or the Deputy City Manager.

(g) Duties and responsibilities of supervisors:

- (1) Supervisors must treat all complaints seriously and confidentially. Each case will be thoroughly investigated to determine whether the harassment complained of occurred.
- (2) All reports or suspicions of harassment, sexual or otherwise, which come to a supervisor's attention must be referred immediately to the Director of Human Resources and/or City Manager.

(h) ~~Discipline~~Corrective action for harassment:

An employee found to have violated this policy will be subject to ~~disciplinary~~corrective action, including written reprimands, transfer, demotion, suspension, or termination. By enforcing this policy, the city will preserve the right of every employee and applicant to enjoy a workplace free of harassment of any type. Reports of harassment will be investigated; however, ~~corrective disciplinary~~action as a part of resolution of the matter is not automatic nor understood. Each matter will be handled on its own merits, and ~~corrective disciplinary~~actions taken will depend upon the specific circumstances surrounding the complaint. Validated misconduct that does not meet the criteria of harassment will still be addressed as a policy violation in our Standards of Conduct.

4.2 Replacement and Disposal of City Equipment:

(a) If an employee loses or damages city equipment, the employee must make a written report, documenting the circumstances, to the employee's immediate Supervisor who will submit the report for review by the Department Director. In the event of loss or damage to city electronic/technology equipment, a notification should also be submitted to BTX-IT. Determination of an employee's financial responsibility for replacement or repair of the equipment will be made by the Department Director.

(b) All employees are expected to follow specific protocols for disposal of equipment that is being replaced or discarded. All electronic/technology equipment must be returned to BTX-IT for disposal. Employees do not have authority to claim discarded city equipment without prior written permission. Capital equipment as well as incidental supplies, furniture and equipment will be properly disposed of or stored for auction when they are no longer in service.

(b) _____

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4.3 Solicitations: (revised 01/01/13)

Solicitation will be limited to the following. Exceptions or additions to this policy will be brought to the attention of the City Manager's office for approval.

(a) Employee solicitations for personal gain or fund-raisers: Solicitation for the purpose of making additional money (i.e. personal product sales) or for fund-raising (i.e. for schools,

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churches, clubs) during working hours on city property is permitted only with the approval of the appropriate Department Director (or designee). Under no circumstances should employees be approached individually regarding the purchase of products. However, the Director may approve employees placing items in a break room, on a table in the area, etc. making employee participation voluntary.

- (b) City sponsored events may prompt solicitation to employees who want to voluntarily contribute (i.e. United Way, Heart for Kids, Harvest House, school supplies, diaper drives, etc.). These activities are intended to provide the employee base an opportunity to make a positive impact in the community and are not considered solicitation.
- (c) Community Businesses: Community businesses, charities and churches will not be allowed to solicit to City employees in the workplace. This includes pamphlets, coupons, letters, etc. If a business wants to provide a discount to the entire employee base, they may submit a one-page announcement to the Human Resources Department that will be posted for a designated period of time (not to exceed 90 days) on the City's intranet. Employees can voluntarily visit the appropriate intranet location and opt to participate in the promotional offer.

4.4 Employee Conduct. (revised 01/15/12)

(a) **Performance standards.**

An employee is expected to consistently maintain satisfactory performance standards. Whenever work habits, attitude, production, or personal conduct of an employee falls below a desirable standard, the problem should first be addressed by the mutually cooperative efforts of the Supervisor and the employee. Those efforts include but are not limited to:

- (1) an analysis of the problem;
- (2) a determination of needed changes and assistance; and
- (3) implementation of a corrective plan of action and establishment of achievement dates.
- (4) Instruction on the consequences of the employee's failure to correct behavior.

- (b) If performance standards are not met within a reasonable period of time, the employee, depending upon the documented reasons for failure, may be either transferred, demoted, suspended without pay, or terminated. See the [Corrective Disciplinary Action](#), Appeal, Complaints and Grievance Procedures Chapter for more information on protocols for such employment actions.

(c) **Unacceptable conduct.**

The following types of conduct are unacceptable and may be the reason for corrective [disciplineaction](#) in the form of reprimand, suspension, demotion, or termination,

depending upon the facts and circumstances of each case. These are merely examples of unacceptable conduct. The examples given are typical but not all-inclusive.

- (1) Unsatisfactory attendance exemplified by, but not limited to, the following violations:
 - (A) unexcused absence or tardiness;
 - (B) failure to give notice of an absence or tardiness to the Supervisor from within two hours before to within 30 minutes after starting time;
 - (C) absences or tardiness which lack sufficient justification;
 - (D) excessive amounts of time off the job, regardless of the reason.
- (2) Job abandonment occurs when an employee deliberately, and without authorization, is absent from the job for two consecutive work days or refuses a legitimate order to report to work. The employee is considered to have abandoned the employee's job and voluntarily resigned without notice. See Employee Separations and Vacation, Sick, Leaves of Absences, and Other Absences from Work Chapters for more information.
- (3) Inability or unwillingness to perform assigned work satisfactorily is exemplified by, but not limited to, the following violations:
 - (A) failure to follow routine written or verbal instructions;
 - (B) arguing over assignments or instructions; or
 - (C) an accumulation of other deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient and competent manner.
- (4) Indifference towards work is exemplified by, but not limited to, the following violations:
 - (A) inattention, inefficiency, loafing, sleeping, carelessness or negligence;
 - (B) failure to remain at one's work station, leaving work without permission, or taking excessive time or more time than allowed for meal or rest periods;
 - (C) performance of personal business;
 - (D) excessive use of cell phones or city phones for personal business.
 - (E) interference with the work of others; or
 - (F) discourteous or irresponsible treatment of the public or other employees.
- (5) Sabotage is exemplified by, but not limited to, the following violations:
 - (A) deliberate damage to or destruction of city equipment or property;
 - (B) defacing of city property;
 - (C) unauthorized alteration, removal, destruction, or disclosure of city records or city property;
 - (D) advocacy of or participation in unlawful trespass or seizure of city property;
 - (E) encouraging or engaging in slowdowns, sit-ins, strikes, or other concerted actions or efforts to limit or restrict employees from working;

- (F) interference with the public use of or access to city services, properties, or buildings; or
 - (G) threats to commit any act of sabotage as defined in this subparagraph.
- (6) Safety violations are exemplified by, but not limited to, failure to follow city or departmental safety regulations.
- (7) Dishonesty is exemplified by, but not limited to, the following violations:
- (A) acceptance of money or anything of value from a person subject to regulatory decision making or supervision of the employee. See the regulations related to gifts described in the Conflict of Interest policy of this manual.
 - (B) cheating, forging, or willful falsification of official city business matters, reports or records;
 - (C) false reporting of the reason for paid leave of absence; or
 - (D) any other falsifying action detrimental to the city or fellow employees.
- (8) Theft regardless of property value, is exemplified by, but not limited to, the following violations:
- (A) unauthorized taking of city property or the property of others;
 - (B) unauthorized use of city or employee funds;
 - (C) using or authorizing the use of city equipment or employee services for other than official city business; or
 - (D) using or authorizing the use of city equipment or employee services without proper authority.
- (9) Insubordination is exemplified by, but not limited to, the following violations:
- (A) willful failure or refusal to follow the specific orders or instructions of a Supervisor or higher authority; or
 - (B) pursuit of a denied request to a higher authority without revealing the lower level disposition; provided that:
 - if the employee believes an instruction or order is improper, he should obey the instruction or order and file a complaint; or
 - if the employee believes the instruction or order, if followed, would result in physical injury to the employee or others or damage to city equipment, the employee should request approval by the next higher level of supervision before performing the work, unless the danger complained about is inherent to the job.
- (10) Abuse of drugs or alcohol related to any use of illegal drugs, alcohol or controlled substances. Employees should refer to the Drug Free Workplace Chapter in this manual for details of the rules.

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- (11) Disturbance is exemplified by, but not limited to, the following violations:
- (A) fighting or boisterous conduct;
 - (B) deliberate causing of physical injury to another employee or citizen;
 - (C) intimidation;
 - (D) unnecessary disruption of the work area;
 - (E) use of profane, abusive, threatening, or loud and boisterous language
 - (F) spreading of false reports or rumors;
 - (G) offensive behavior or disruption of the harmonious relations among employees or between employees and the public.
- (12) Harassment, discrimination or retaliation against any employee, volunteer, or citizen, or any other Anti-Harassment policy violations as described in the Administration and General Information and Standards of Conduct Chapters of this manual are strictly prohibited.
- (13) Abuse of city property is exemplified by, but not limited to, the following violations:
- (A) negligent damage or destruction of city equipment or property;
 - (B) waste of materials or negligent loss of tools or materials;
 - (C) improper maintenance of equipment; or
 - (D) damage caused by use of tools or equipment for purposes other than that for which the tool or equipment was intended.

Administrative Note: In addition to appropriate ~~disciplinary~~ corrective action, damage caused by proven intent will cause the employee to be responsible for the repair or replacement of any damaged property. Failure to reimburse the city is cause for dismissal.

- (14) Misconduct is any criminal offense or immoral conduct, during working hours (or while off duty), which could have an adverse effect on the city or on the confidence of the public in city government.
- (15) Disregard of public trust is any conduct, during working hours (or while off duty), which could impair the public's confidence or trust in the operation of city government.
- (16) Failure to report a violation is exemplified by, but not limited to, failure to report to the proper authority any known violation described in this manual.
- (17) Unauthorized or abusive use of official authority.
- (18) Abuse of sick, vacation, or other leave privileges.
- (19) Violation of rules as described in the Human Resources policy manual (known as employee handbook).

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(20) Inappropriate interactions or conduct with citizens who are participating in Community or Volunteer programs coordinated through the City of Burleson.

(21) Conduct that is considered prejudicial to good order may result in employment action taken in order to uphold the city's commitment to employees conducting themselves in a manner that is for the good of public service.

(22) Purchasing of personal items through city accounts or vendors is strictly prohibited. All purchases from companies such as ABC Distributing, LTD Commodities, and Oriental Trading Company (and others) are to be for city-related business only (no personal purchases) and are to be directed through the city's purchasing office.

(d) **Corrective Disciplinary and legal actions.** Where the evidence supports a violation of this manual, ~~corrective disciplinary~~ action may be taken independent of and before any legal action or criminal conviction.

(e) **Illegal Conduct Charges.**

(1) Employees are expected to report any arrests and/or formal charges for illegal conduct (other than minor class C traffic violations) to the appropriate Director within five business days of the arrest or filing of charges. Regular reports of the disposition of the charges or court case will be required by the employee to the Director.

(2) The employee's Director is required to document the employee's circumstances, and submit the written report to the Human Resources Director.

4.5 Social Media Policy Guidelines (10/01/2011) (10/01/2023)

Purpose

To define the social networking and social media policy for the City of Burleson. This policy establishes a framework for the use of social media and is intended to supplement existing policy regulation and law, where applicable. The city allows the use of social media to further the goals of the city and the missions of its departments, where appropriate and when approved. The city has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites.

Definitions

A. Social Media: A category of Internet-based resources that integrate user-generated content and user participation. This includes, but is not limited to, social networking sites (Facebook, Instagram, Glassdoor, Nextdoor); microblogging sites (Twitter); photo and video sharing sites (Flickr, Snapchat, Tumblr, Tik Tok, Yik Yak, WeChat, YouTube,

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Periscope, Facebook Live); messaging apps (Whats App, Kik, Skype, Facebook Messenger); wikis (Wikipedia); blogs; and news sites (Digg, Reddit).

- B. Obscene: Content that the average person, applying contemporary community standards, would find that (a) the work, taken as a whole, appeals to the prurient interest; (b) the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law; and (c) the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

City Employee Professional Use

All official city-related communication through social media and social networking outlets must remain professional and always be conducted according to the city's communications policy and best practices. Employees who have access to official city sites are prohibited from using official city social media or social networking sites for political purposes, for conducting private commercial transactions, engaging in private business activities, or for personal, non-city-related use. Inappropriate usage of official city social media and social networking sites could be grounds for corrective disciplinary action, up to and including termination. If social media and social networking sites are used for official city business, all such sites, regardless of personal views, must comply with city policy and standards. Only individuals authorized by the city may publish content to a city website, social networking outlet, or other technology platforms.

Approval and Registration

All new city social media sites shall:

- A. Be approved by the Community Services Department.
- B. Be published using approved social networking platforms and tools.
- C. Grant administrative rights to a designated member of the Community Services Department.
- D. Operate with a written social media strategy and content calendar.
- E. Be administered by the contact or their designee.

A written social media strategy, content calendar and training with the Community Services Department must be completed before a new social media channel is authorized. Each city employee authorized to post on city social media sites must first complete required training with the Community Services Department. Only city employees are authorized to post to city social media sites.

Oversight and Enforcement

Employees representing the city through social media outlets or participating in social media features on city websites must maintain a high level of ethical conduct and professional etiquette. Failure to do so is grounds for revoking the privilege to participate in city social media sites, blogs, or other social media features.

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The information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, or acronyms. Posts should reflect the tone of the city:

- Positive
- Aspirational
- Confident in pursuit of excellence
- First-person (but always “we,” and never “I”)
- Warm, as if “friends”
- Engaging
- Humorous, when appropriate
- Educational
- Trendy, as appropriate

City employees recognize that the content and messages they post on social media websites are public and may be cited as official city statements. As city employees, pay special attention to sources when sharing other posts and/or retweeting. Social media must not be used to circumvent other city communication policies, including news media policy requirements. City employees may not delete or hide public comments unless they violate the City of Burleson Site Terms and Conditions. City employees may not block or mute followers on social media unless they violate the City of Burleson Site Terms and Conditions.

- A. Authorized staff shall utilize their city email account to administer social media accounts.
- B. Authorized staff may only post to city approved social media platforms.
- C. Employees may not use their personal social media accounts to post official comments on behalf of the city.
- D. Any posting or comment from a city employee shall be for professional purposes. Posts shall be factual and never contain opinions.
- E. Posts should provide sufficient information to describe the news event, topic, event or program being discussed. Whenever possible, content posts shall link or refer visitors to the city’s official website at www.burlesontx.com or the department’s official webpage.

City employees may not publish information on city social media sites that includes:

- A. Confidential or proprietary information
 - An example would be pages of a vendor’s bid marked confidential that has proprietary information.
 - Another example would be publishing or posting private facts and personal information (date of birth, driver’s license, social security number) about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person.
- B. Content that violated a legal ownership interest in another party

- Using another’s trademark, logo or likeness without their permission would be an example of this.
- Another example would be publishing the creative work of another or photography without permission or giving proper copyright credit.
- C. Profanity, racist, sexist, obscene or derogatory content or comments
 - An example of profanity would be language considered vulgar by societal standards.
 - An example of racist, sexist or derogatory content would involve comments made toward co-workers and/or members of the public that denigrates a particular race, religion, national origin, sexual orientation or gender identity.
- D. False or defamatory comments
 - These would include instances where comments aimed at co-workers and/or members of the public denigrate a person’s character or reputation and are untrue.
 - Another example would be publishing or posting false information that harms the reputation of a group or organization.
- E. Comments in support of or opposition to political campaigns or ballot measures
 - An example of this would be to post campaign materials in support of a political candidate in the comment section of a city social media post.
- F. Content that solicits or promotes commercial services or products
 - An example of this would include posting an advertisement on a city-sponsored social platform, excluding content developed for economic development.
 - Promoting a business outside of a documented sponsorship agreement would also be an example of this.
- G. Legal information: anything to do with pending litigation or legal issue, including attorney-client privileged communications and/or attorney work product
 - This would include pending litigation matters where the city is a party.
- H. Information not subject to disclosure under the Texas Public Information Act and other relevant state and federal law
 - Examples would include social security numbers and protected health information.
- I. Threat of physical harm or intentional disruption of city operations
 - An example of this includes information that may compromise the safety or security of the public, public systems, or employees.
- J. Advocating for or causing the damage or destruction of city property, illegal discrimination, or harassment (including sexual harassment).

Emergency Communications

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In an emergency, refer to the Crisis Communications Plan provided by the Community Services Department. Suspend all prescheduled posts until cleared to resume normal posting.

Records Retention and Open Records

Social media sites contain communications sent by and received by the city and its employees. These interactions are considered public records subject to disclosure, in accordance with the Texas Public Information Act. Regular retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The city preserves records pursuant to a relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible.

City Employee Use of Personal Social Media Accounts

- A. It is not the intent of the City of Burleson to prohibit employees from participating, accessing, or posting to personal social media sites during off-duty time. However, off-duty conduct related to social media may not infringe upon the integrity or security of the City of Burleson's operations. City personnel are free to express themselves as private citizens on social media sites to the degree that their speech does not impair or impede the performance of duties, impair discipline and harmony among co-workers, or negatively affect the public perception of the City or department. No portion of this social media policy will affect the employee's right to engage in concerted protected activities, affect protections afforded employees under Federal Whistleblowing guidelines, nor prohibit an employee's written expression regarding a matter of public concern.
- B. Employees are not authorized to represent the city on their personal social media sites unless explicitly authorized by their Department Director, and approved by the Community Services Department, to do so. It is paramount for the audience to know the difference between your personal opinion and the official view of the city. State that the views expressed in your postings are your own by using a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the City of Burleson." If you happen to be a Burleson resident speaking in a personal capacity, state that you are posting based on your status as a Burleson resident alone and not in the capacity of a city employee.
- C. The City of Burleson recognizes that many individuals use social media sites for their own purposes. Personal sites may not be designed in such a way as to cause users to believe the site is a city-administered or city-endorsed site, including the unauthorized use of the City of Burleson logo and trademarks.
- D. The use of official employment insignias, logos, uniforms or similar identifying items are prohibited for personal use on any social media site.

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- E. Unless the employee is a designated site administrator for an official City of Burleson social media site, the employee shall not use the city e-mail account in conjunction with a personal social networking site nor use City resources to post to personal accounts.
- F. Employees are prohibited from disclosing confidential information with regards to the City of Burleson’s computer systems, projects, facilities, or employees on any personal social media in any way. This includes photographs or depictions of activities, including investigations and incidents.

Monitoring

If you come across positive or negative comments about the city, consider forwarding them to the Community Services Director.

Media Inquiries

Personal blog and website postings may generate media coverage. If a member of the media contacts you about a city-related posting or requests city information of any kind, contact the Community Services Director.

Employee Responsibilities

Failure to adhere to this policy may result in ~~disciplinary~~ corrective actions.

4.6 Dress Code: (Revised: 01/01/13) (09/08/16) (10/01/24)

(a) **General Policy Statement:** All employees must maintain a clean, neat, and appropriate appearance while on duty and dress in a manner that (i) creates public confidence in the competence of the City and its employees and (ii) is appropriate for the type of services being provided by the employee, consistent with the expectation of customers served, and in keeping with professional practices. Department Directors may implement supplemental dress code requirements for their department(s) based on operational needs and/or regulatory requirements. Supplemental dress codes must be reviewed by the HR Director.

(b) **Responsibilities:**

(1) Directors / Managers: It is the responsibility of directors, department managers and front-line Supervisors to ensure employee compliance with this dress code and to treat employees fairly in the enforcement of it. Human Resources will be available to assist with more formal ~~discipline~~ corrective action if verbal conversations with employees regarding failure to follow the dress code are not effective.

(2) Employees: Employees are responsible for complying with this Policy.

(c) **Dress Code: General Description**

Administrative employees may use casual dress code Monday-Friday. When outside meetings or events are occurring in which the employee is representing the city in a more business formal capacity, the employee is expected to dress in a more professional manner than casual dress as described below. Managers have the option to cancel a casual dress day if a special event or meeting warrants such a change on a given business day.

Samples of appropriate casual dress include:

Slacks, Docker-style pants, jeans, shirts (preference should be given to logo shirts when available), sweaters, athletic shoes, loafers, casual shoes. Athletic shoes should be clean and in good repair.

(d) **Exceptions:**

The City Manager may make an exception to this policy as the City Manager deems appropriate.

(e) **City Wide Standards:**

(e)

(1) Hygiene: All employees shall be aware that appropriate hygiene is required at all times. Hair should be clean and appropriately kept. Beards and mustaches should be kept clean and neatly trimmed.

(2) Jewelry and body art: ~~Visible-Inappropriate visible~~ tattoos ~~may~~will be required to be covered. ~~No tongue~~Tongue rings, brow rings, facial piercings, ear gauges, or visible belly-button rings ~~are~~may be permitted. ~~Persons who have facial piercings or ear gauges depending upon hire, will be required to plug or cover these items during the position and if done so in a way that represents a professional appearance at work hours. Department management will work with the employee to approve the appropriate cover for such items.~~ Religious accommodations may be made for some form of body jewelry or piercing, but will be discussed with department management and Human Resources should a religious accommodation be requested by the employee.

(3) City Uniforms/Logo Apparel Off-duty: Clothing with city logos or other uniforms or clothing items that identify a person as a city employee will not be worn to bars, night clubs, adult entertainment establishments, while consuming alcohol in public, or at

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any off-duty location in which a person of reasonable sensibilities would view as inappropriate for a city employee.

- (4) **Boots/Shoes:** Foot protection may be regulated as needed and uniform or steel-toe boots may be required to prevent employee injury. Employees who are approved by the Director to purchase city provided boots, may be allowed an allowance equivalent to an entry level model of steel-toe boot by Redwing or equivalent. If additional City funds are spent on boots, Director approval is required and should be documented for the Finance Department.
- (5) Directors who have field personnel that have job duties in which wearing of dress clothes is not functional due to outdoor job duties or duties related to moving heavy equipment may designate positions in which denim is allowed during the week

(f) Prohibited and Restricted Clothing:

Prohibited Items (at all times): No employee may wear sweats, wind-suits, athletic wear (excluding tennis shoes), flip-flops, beach/water shoes, skorts, skirts more than two (2) inches above the knee, overalls/coveralls, leggings/stirrup pants, tank tops, tube/halter tops, midriff tops (or any clothing which exposes the abdomen), “baggy” or “sagging” pants, clothing with holes or tears, clothing which advertises any product or displays writing or logo(s) of any kind other than the official logo/name of the City of Burleson or one of its Departments (note: discreetly placed name/logo of the clothing manufacturer are accepted).

Restricted Items:

- (1) Sleeveless shirts/blouses/tops, sundresses, and spaghetti straps of any variety may be worn only if covered by a jacket, sweater, or top-shirt.
- (2) Shorts, T-shirts and Jeans (Denim): Departmental Directors may permit these items to be worn when the Director determines wearing of such clothing is in keeping with the General Policy Statement above.

(g) Fire and Police Sworn Personnel: Sworn Fire and Police Personnel shall comply with the code established by their respective Chiefs.

4.7 Uniform Policy. (revised 03/09/15)

- (a)** City employees are required to have approval from their respective Directors in advance of spending City funds for any clothing, boots, or uniforms.
- (b)** This policy does not address specifics regarding Personal Protective Equipment (PPE). Employees should refer to the Safety Policy and their department management for directives regarding safety gear.

- (c) All shirts purchased with City funds will have the City of Burleson name and/or logo printed on them.
- (d) No undergarments (i.e. thermal underwear) will be purchased by City funds.
- (e) Jackets and/or rain gear purchased will include the City logo.
- (f) All employees are required to complete the appropriate uniform/clothing forms. The city grosses up the cost of uniforms/clothes and reports this to the IRS as a taxable benefit in accordance with the law. When the cost of the uniform is deducted from the grossed-up pay, the City has effectively paid a large portion of the tax on behalf of the employee. This amount can vary with each employee's individual tax situation.
- (g) Employees working in position for which uniforms are required are expected to assure all uniforms are clean and in good repair.
- (h) The Department Directors will determine which Supervisory positions, if any, in the department are required to wear uniforms.
- (i) Departmental logos on clothing may be approved in lieu of the logo, pending approval by the Deputy City Manager or City Manager. Directors will work to communicate to the City Manager's office regarding alternative department specific logos that would be used in lieu of the official City logo.
- (j) Employees are prohibited from wearing City logo clothing in social situations unrelated to City business (i.e. clubs, parties, fund-raising events for political or religious affiliations). Clothing with City logos may be worn to economic development activities. Shirts worn by Hidden Creek Golf personnel that are sold from the pro-shop and do not indicate a person is a City employee do not apply to this restriction.
- (k) Upon separation from the City, employees may be required to return any shirts, jackets, or hats purchased with City funds.
- (l) Civilian clothing purchases may be approved for the purchase of under-cover police officers and the Chief of Police discretion, within the Police Department operating procedures.
- (m) The Finance Department maintains the written schedule of reimbursement for uniforms. Employees should refer to Finance for the appropriate reimbursement amounts.

4.8 Conflict of Interest. (05/13/19) (10/01/20)

(a) **Policy.** It is the policy of the city that the proper operation of democratic government requires that:

(1) public employees be independent and impartial, and responsible only to the people of the city;

(2) governmental decisions and policy be made using the proper procedures of the governmental structure;

(3) no member of City Council, City Manager, Deputy City Manager, City Secretary, department heads, or deputy department heads of the city shall have a substantial financial interest in any contract with the city or be substantially interested in the sale to the city of any land, materials, supplies or services; except as provided by the City Charter in subsection 132(d). City Charter subsection 132(d) states the prohibition shall not apply to the acquisition of easements for right-of-way for public purpose when fair market value is established and paid for the acquisition. For purposes of this provision, substantial interest is established when:

- the official owns 10% or more of the total voting stock or shares of the business entity;
- the official owns either 10% or more or \$15,000 or more of the fair market value of the business entity;
- the official received more than 10% of the official's gross income for the previous year from the business entity, or;
- a relative of the official within the second degree by consanguinity or affinity has any of the preceding interests.

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(See Section 132 – Burluson City Charter)

(4) no employee or applicant for employment be delinquent in the payment of taxes or other payment due the city. Any person who becomes delinquent is ineligible to serve the city in any capacity for which compensation is paid if the delinquency continues after reasonable notification and opportunity to pay (see Section 132 - Burluson City Charter).

(b) **Ethical Standards.** In order to maintain the public trust in city government, an employee of the city shall not:

(1) accept or solicit a benefit that might reasonably tend to influence the employee in the discharge of the employee's official duties;

(2) use the employee's official position to secure special privileges or exemptions for the employee or others;

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- (3) grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the granting of fringe benefits to city employees as a part of their employment or as an added incentive to the recruitment or retention of employees.
- (4) disclose information that could adversely affect the property or affairs of the city, or directly or indirectly, use any information understood to be confidential which was gained by reason of city employment for the employee's own personal gain or benefit or for the private interest of others;
- (5) transact any business on behalf of the city in the employee's official capacity with any business entity with which the employee is an officer, agent, or member or in which the employee has a financial interest. In the event that such a circumstance should arise, then they shall make known their interest, and turn the matter over to their superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved;
- (6) personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the department of which the employee is a member in a decision making position;
- (7) accept other employment or engage in outside activities incompatible with the full and proper discharge of the employee's duties and responsibilities with the city, or which might impair the employee's independent judgment in the performance of the employee's public duty;
- (8) receive any fee or compensation for services as an employee of the city from any source other than the city, except as may be otherwise provided by law. This shall not prohibit an employee from performing the same or other services for a public or private organization that are performed for the city if there is no conflict with the employee's city duties and responsibilities;
- (9) knowingly perform or refuse to perform any act in order to deliberately thwart the execution of city ordinances, rules, or regulations or the achievement of official city programs;
- (10) use city supplies, equipment or facilities for any purpose other than the conduct of official city business without proper authorization; or
- (11) engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.

(12) when in a management or supervisory position, engage in any outside business ventures with a subordinate employee within their chain of command or have an intimate, amorous or romantic relationship with a subordinate employee within their chain of command that (a) compromises (or is perceived to compromise) the manager's or supervisor's ability to objectively perform their job duties or (b) demonstrably has a negative effect on the work environment and operations of the City. For specific requirements, see the Employee Business Relationships and Workplace Relationships sections in the Standards of Conduct Chapter.

(c) Gifts policy. (05/13/19)

(1) Prohibition. Except where otherwise allowed by law, employees are prohibited from soliciting, accepting or agreeing to accept a gift or benefit from any person, firm, corporation, partnership, or association which transacts or solicits business of any type with the city.

Section 133 of the City Charter provides that, "During term of office of a member of the city council or while employed with the city except as may be authorized by state law or ordinance, a member of the city council or employee of the city shall not accept a gift, favor, benefit, nor employment from any corporation, contractor, or franchise who conducts business with the city or a person the officer or employee knows to be subject to regulation, inspection, or investigation by the officer, employee, or his agency. Any officer or employee of the city who violates the provisions of this section is guilty of a misdemeanor and may be punished by a fine that may be prescribed by ordinance for this offense, and upon conviction shall immediately forfeit office or employment."

(2) Required Protocol: At any time an employee is offered a gift or token of appreciation from a citizen, company, or any other person in contact with the city, the employee is required to report the offering to the employee's manager. It will be decided by the appropriate director if such a gift is appropriate or is in any fashion considered of greater than nominal value. In addition, the director is bound to use discretion in discerning if public perception would in any way be affected by accepting the gift, regardless of value. If the director is uncertain, the director should discuss the matter with the City Manager's office before allowing the employee(s) to accept the offered gift.

(d) Tips/Gratuities: Tips given to an employee engaged in serving food or beverages to customers at the Hidden Creek Golf Course or in providing any other individualized service related to approved golf course activities are permissible. Golf course employees are expected to communicate with golf course management to fully comply with the standards set by city management regarding tips.

- (e) Employees will review the conflict of interest statement upon hire. A reminder notice will be sent on an annual basis in which employees are expected to review and report if any conflict of interest arrangements (i.e. outside employment) have been (or are being) performed. See Conflict of Interest policy for more details.

4.9 Political Activity.

The city encourages its employees to fully exercise their constitutional rights as citizens to vote and participate in political activities. Except as may be otherwise provided by law, the following restrictions on political activity shall apply to all city employees.

- (a) An employee who becomes a candidate for election to the Burleson city council must take an unpaid leave of absence during the campaign or resign from city employment.
- (b) If an employee is elected to the Burleson City Council, the employee will be considered to have voluntarily resigned their employment, and it will be considered a resignation in good standing.
- (c) City employees are permitted to hold office in other jurisdictions (i.e. other Cities, school boards, Counties, etc.) as long as such office does not pose a conflict of interest related to their job duties, authority, work hours, or other related aspects of employment. Managers and Supervisors may be prohibited from holding some offices in which such an arrangement would impair the employee's ability to conduct the duties of office and the duties of employment without a potential conflict of interest or perception of impropriety. Employees in such positions are expected to contact the appropriate director or the City Manager to discuss the circumstances prior to running for or accepting office.
- (d) City employees shall not perform or be involved in political activities, campaigning, or related activities on behalf of or against any candidate for public office or any referendum or petition on a public issue in any jurisdiction during working hours.
- (e) City employees shall not use city owned equipment, vehicles, computers, uniforms, insignia, city letterhead, or other property on behalf of or against any candidate for public office or any referendum or petition on a public issue in any jurisdiction.
- (f) City employees shall not use their official authority or influence on behalf of or against any candidate for public office or any referendum or petition on a public issue in any jurisdiction. This includes no use of official city logo or letterhead on correspondence related to political activity. In addition, an employee shall not use their job title for the purpose of influencing any political decisions.
- (g) Any employee who is appointed to a board, commission, committee, or task force of a political nature should fulfill such duties of office on the employee's own personal time,

and the employee is expected to make every effort (real and perceived) to separate the duties of office and the duties of employment.

4.10 Outside employment. (revised 01/01/13) (10/01/20)

- (a) Though employees are allowed to have additional employment other than the City of Burleson, employees are responsible for assuring this employment does not create a Conflict of Interest (see the Conflict of Interest Policy in the Standards of Conduct Chapter)
- (b) If at any time the employee engages in outside employment that is deemed to create a conflict of interest, the employee is subject to ~~disciplinary~~ corrective action.
- (c) It is the responsibility of the employee to communicate with the department management and Human Resources regarding any outside employment that may be problematic. The Request for Outside Employment form should be completed and reviewed for approval then retained in the employee's personnel record.

4.11 — Possession of Weapons. (10/01/21)

- (a) **Weapons.** Employees (other than a peace officer) are prohibited from carrying any weapon on a city work site, even though the employee may be authorized by the State of Texas to carry a handgun. Any exceptions to this requirement will require approval of the City Manager.
- (b) Persons who are authorized by the State of Texas to carry a handgun and have a weapon in their personal vehicle are required to keep the vehicle locked anytime it is parked on City property or at a City worksite or event.
- (c) **Definition.** For purposes of this policy, a "city work site" means all buildings or portions of buildings owned, leased, or otherwise controlled by the city, other assigned work locations, and city owned vehicles and equipment.

4.12 Workplace Violence.

- (a) **Prohibition.** The city prohibits any acts or threats of violence by any citizen, visitor, customer, volunteer, employee, or former employee against any other person in or about the city facilities or work sites.
- (b) **Employee responsibility.** Employees have a duty to warn or notify the appropriate management personnel and the police department if they become aware of or suspect any workplace activity, situation, or incident that could lead to a violent confrontation. This would include threats, acts of violence, aggressive behavior, or offensive acts or comments. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible. Retaliation, in any form, against an employee who makes a report under this policy, will not be tolerated.

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- (c) **Supervisor responsibility.** Supervisors must remain alert to behavior that indicates a person is under excessive stress, is contemplating violent action, or is otherwise unduly disturbed. Supervisors must take seriously, reports from employees concerning potential violence and, when they arise, discuss them with the Department Director, the Deputy City Manager, the City Manager, or the director of Human Resources.
- (d) **Management Crisis Team.** In the event of serious actions or threats against individuals or the city, the city's management crisis team may be assembled to take responsibility for handling the situation, including ensuring the safety of the workplace, determining the effect of the incident on the workplace and coordinating appropriate actions in response to the incident. The crisis team will be composed of the City Manager, the Deputy City Manager, the chief of police, the director of Human Resources and the director of the affected department, and other individuals needed as determined by the City Manager (i.e. fire chief, etc.).
- (e) **DisciplinaryCorrective action.** If violent acts or threats are committed by an employee of the city, depending on the nature of the acts or threats, action taken may include suspension to allow time for fact finding, written warning or other ~~disciplinarycorrective~~ action up to and including termination.
- (f) **Documentation.** Any materials relevant to the incident are to be placed in the keeping of the director of Human Resources who will be responsible for maintaining a complete and detailed log of events.
- (g) **Media communications.** All communications with the news media concerning a workplace violence incident will be handled by the City Manager or designee, in coordination with the Public Information Officer, chief of police and the city's legal counsel.
- (h) **Threats:** Threats of physical violence will be taken seriously and will be subject to the same ~~disciplinary corrective action~~ procedures and consequences (up to an including suspension without pay or termination) as actual acts of violence.

4.13 Relations with City Council.

Employees are expected to be respectful, courteous, and cooperative with the mayor and council members and to do all that is possible to answer their questions. Article III, Section 26(b) of the city charter provides that "...except for the purpose of inquiry the city council and its members shall deal with the administrative service of the city solely through the City Manager and neither the city council nor any council member shall give orders to a subordinate of the City Manager, either publicly or privately."

4.14 Employee Business Relationships.

(a) **With Supervisors.** An employee shall not engage in private employment or business with the employee's supervisor which may adversely affect the normal employee and supervisor working relationship. This prohibition includes the lending of money, the co-signing of bank notes, or any other activity that will distort the accuracy or objectivity of performance evaluations.

(b) **Small loans.** This policy is not intended to prevent employees from aiding a fellow employee for lunch or gasoline expenses not to exceed \$25.00 loaned not more than once a month.

4.15 Tobacco in the Workplace. (revised 03/12/12)

(a) **Background:** According to the U.S. Government's Centers for Disease Control and Prevention, tobacco use leads to disease and is the leading preventable cause of death. Smoking tobacco products produces "second hand smoke" which credible studies have linked to disease in persons who are not smokers themselves. For these reasons, use of any tobacco products by any employees is strongly discouraged at all times out of concern for (a) the health of employees, their loved ones, and their fellow citizens and (b) the negative impact of tobacco usage by employees on the city's health insurance costs. Employees who would like assistance in quitting tobacco are encouraged to contact their physician or Human Resources

(b) **Prohibitions:** In an effort to preserve the health of non-smokers, protect private and public property and the public's investment in buildings and equipment owned by the city, employees are prohibited from smoking (or possessing a burning tobacco product).

(1) inside a building owned, operated, leased, or managed by the city or within 20 feet of an entrance to or exit from said building(s).

(2) inside or on a vehicle owned or leased by the city;

(3) at any location while on duty in which smoking (or possessing a burning a tobacco product);

(4) causes, or could cause, injury to any person or damage to property, or

(5) exposes a person of ordinary sensibilities to second hand smoke.

(c) **Permissible Usage:** Employees who use tobacco during working hours must do so:

(1) during their lunch break or at other such times as their departmental Director may allow, provided said usage is in compliance with the Tobacco in the Workplace policy and

- (2) in a responsible manner, complying with all applicable ordinances and laws, and with respect for the environment as well as the health, safety, and welfare of fellow employees and the public.

4.16 Fitness for Duty.

- (a) Employees may be required to submit to a fitness for duty exam if the Director, Manager, or Supervisor has reason to believe that the employee is unfit to perform essential functions and the employee's presence at the workplace may place the employee or others at risk of injury or harm. This will be required if the Department Director has reason to believe that the physical condition of the employee could result in danger to persons or property or that the physical condition interferes with normal work performance.
- (b) The initial exam to determine fitness may be done by the employee's physician with documentation providing clearance to work. If, however, it is in the City's best interest, the employee may be required to be examined by a City designated physician/clinic. If the employee and physician find a medical condition that requires additional medical treatment, tests, or follow-up, medical expenses will be the responsibility of the employee. Fitness for Duty exams are for the sole purpose of assuring an employee is safe in the work place, and will be conducted only after careful analysis by senior management, Human Resources and the City Manager's office.

4.17 Animals or Pets in the Workplace. (01/01/13)

- (a) Personal animals or pets brought to the workplace by employees need to be approved by the appropriate Director. Any animal brought to the job site should have the appropriate vaccinations, and employees may be required to show current vaccination records upon request. Further, employees will be required to sign a liability waiver holding the City harmless in the event that any person is injured or any property is destroyed by a visiting pet or animal.
- (b) Employees should be mindful of any person who may be uncomfortable around visiting pets or animals. Further employee and visitor allergies may prohibit the visit of some animals to the department.

4.18 Workplace Relationships. (01/01/19)

- (a) The City encourages employees to build camaraderie and become effective team members. However, certain personal relationships can erode that camaraderie, create division among the team, expose the city to liability, and negatively affect the efficiency and effectiveness of City business operations. In keeping with the requirements of the Standards of Conduct Chapter and Conflicts of Interest sections, employees must not allow their personal relationships to create a conflict of interest that demonstrably affects, in a negative way, the City's operations or the City's workforce.
- (b) Certain Personal Relationships Prohibited:

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- (1) An intimate, amorous or romantic relationship that demonstrably exists between a management or supervisory level employee and their subordinate within their chain of command, whether on or off duty, is prohibited. A “subordinate” is an employee in lower rank or position that (a reasonable person of ordinary sensibilities would believe) is within the manager’s or supervisor’s span of control and influence.
- (2) Disclosure Required: Should any manager or supervisor be involved in (or wish to become involved in) an intimate, amorous, or romantic relationship with a subordinate, it is the duty of the manager or supervisor to immediately report the relationship to their direct report and to the Director of Human Resources.
- (3) ~~Disciplinary-Corrective~~ Action: A manager or supervisor who fails to report an intimate, amorous, or romantic personal relationship as required or chooses to continue such relationship after being directed to terminate the relationship faces ~~disciplinary-corrective~~ action up to (and including) termination of employment.
- (4) Remedial Action: Provided the relationship is disclosed as required, when possible, the City Manager may choose to take action to preserve the employment of the parties involved while eliminating the conflict created by the relationship. Such resolution must be fair and equitable to all parties involved and be in the best interest of the City, as such is determined by the City Manager.

4.19 Cell Device Usage and Allowance. (10/01/20)

- (a) It is the policy of the City of Burleson to provide cellular telephones to designated employees, or an allowance for employees to purchase and maintain such devices, in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services.

It is also the policy of the City to maintain the right to access and disclose any and all messages communicated through electronic means when City-owned equipment is used, or communication is used to communicate City related business.

Decisions regarding the use of City cellular telephones or an allowance, which are not explicitly stated herein will be left to the discretion of Human Resources, as authorized by City Management. Purchasing will administer, provide guidance on, and assure compliance with the features of this policy.

- (b) Applicability.
Departments which use cellular telephones, or which have cellular telephones assigned to vehicles or positions instead of individuals, may develop departmental

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policies and procedures and/or regulations, which provide greater direction to their employees, as long as that direction is consistent with this policy.

(c) Eligibility and Other Criteria.

The Human Resources Department, as approved by City Management, will maintain the list of all designated eligible positions with job functions that require access to a cellular telephone and text messaging along with the approved allowance rate tier. Eligible positions and allowance rates as a part of this policy are subject to change. Annual allowance tiers are calculated and paid out each pay period in payroll.

Employees are ineligible to receive an allowance if they use a City-owned device.

(d) Responsibilities.

- (1) City Management is responsible for:
 - i. Approving positions eligible for cellular devices and allowance rates.
- (2) Human Resources, Purchasing, and Department Directors are responsible for:
 - i. Ensuring that all persons assigned a city-owned cellular telephone, or allowance, are provided access to a copy of this policy, and that the individual is in compliance with it;
 - ii. Conducting periodic inventories of cellular telephones and other wireless Communications devices within their respective departments to ensure accountability;
 - iii. Conducting annual reviews of assigned devices to determine if such assignments continue to be justified; and
 - iv. Informing appropriate employees responsible for city communications of all reassignments of cellular telephones and/or other wireless personal communications devices.
- (3) Department Directors or their designees are responsible for:
 - i. Requesting and issuing devices as approved and timely collecting devices when no longer needed.
 - ii. Timely notifying Human Resources when an allowance needs to begin, be discontinued, or updated rate tier based on an approved position change and eligible allowance for that position in accordance with this policy.
- (4) Human Resources is responsible for:
 - i. Timely entry of allowance changes as submitted.
- (5) Employees who are assigned the use of city-owned cellular telephones or other wireless communications devices are responsible for the following:
 - i. Ensuring the physical security of such devices;
 - ii. Maintenance and operation
 - iii. Ensuring that any personal information is not saved, or used on the device.

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(6) Employees who receive an allowance to provide payment toward the cost of cellular telephone service and associated taxes are responsible for the following:

- i. Ensuring the security of all business-related messaging is communicated through the application the City is utilizing for retention purposes.
- ii. Maintaining constant, uninterrupted service; and
- iii. Notifying Human Resources and Purchasing of any changes to the cellular phone number.

(e) Authorized Usage and General Statements on Use of Wireless Communications Devices.

- (1) Use of a log-on or password does not imply any right to employee privacy of communication.
- (2) On city-owned wireless communications devices, the City or department reserves the right to monitor and record communications traffic at any time, without notice to any employee. In addition, the City reserves the right to monitor and record communications flowing through a City owned server, without notice to any employee, regardless of the ownership of the device used.
- (3) City-owned cellular telephones and other wireless communications devices are intended primarily for City business with personal use kept to a minimum. Incidental personal use should not increase direct costs to the city, interfere with efficient operations or productivity, be used for the benefit of outside employment or other financial business interests, discredit the city, or violate any other conduct standards including policies against inappropriate behaviors, harassment, discrimination, and improper social media use. Inappropriate use of city-owned devices will be considered misconduct, resulting in possible ~~disciplinary~~ corrective action, up to and including termination. An employee may also be held responsible for any resulting costs to the City if applicable.
- (4) Employees must notify Purchasing immediately if a city-owned device, or personal device connected to the City network, is lost or stolen. If a device that is connected to the network via e-mail or other applications is lost or stolen, Purchasing reserves the right to remotely wipe the device of all data.
- (5) Employees that are not required to use their personal wireless communication device, but voluntarily opt to communicate city business using such personal device, must retain all city communication as required by law and the City's record retention schedule (including voice mail, text messages, emails using a personal account, etc.). Employees must be able to produce any city communications on personal devices upon request. Employees may

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routinely save copies of city communications and provide to department records retention designees or as budget allows, install and utilize the City application for recordkeeping of city communications.

(f) Disclosure of Information.

The City will disclose the contents of retrievable wireless communication messages, upon receipt of a valid court order or legal request, including Public Information (open records) requests. This may include business-related messages that are sent or received from a personal device. The City may disclose the contents of retrievable wireless communication messages if the information will assist in official internal or criminal investigations.

**Chapter 5: ~~Disciplinary~~Corrective Action, Appeals, and Grievance Procedures. (01/01/19)
(10/01/24)**

5.1 ~~Discipline~~Corrective Action . (01/01/19)(10/01/24)

- (a) Policy. It is the policy of the city that before the imposition of ~~discipline~~corrective action, the following measures should be taken in the interest of ensuring that the department director has all necessary information, and in the interest of ensuring that mistakes in judgment are not made due to a lack of information. In all cases the Human Resources Director, City Manager or Deputy City Manager will be notified by the department director or department manager prior to suspensions without pay, demotion, or termination of employment in order to assure all documentation is in proper order before taking action. It is recognized that it may occasionally be necessary to terminate an employee without progressing through lesser corrective action ~~disciplinary~~ levels due to the severity of the circumstances.
- (b) Due to the severe nature of events that can occur in the workplace, the supervisor, manager, or director may have a need to immediately clear the work-site. Management may send an employee home effective immediately on a suspension with pay if doing so would be in the best interest of employee safety or in order to restore a professional work environment. Management should tell the employee what time to report back to work for further discussion of the incident and secure a phone number where the employee can be reached before sending the employee home.
- (c) Types of ~~discipline~~corrective action. The severity of a violation and the appropriate counseling may be determined by the department director, Human Resources Director and City Manager. The following guidelines are used when considering types of ~~discipline~~corrective action :
- (1) Verbal reprimand (documented) is best suited to the first occurrence of a minor rule infraction, incident of substandard performance, or after continued issues of a minor infraction following informal coaching. The supervisor will compose a memo providing an explanation of incident details, expectations, and consequences for future problems. A record of this counseling should be maintained by the supervisor and the Human Resources Department (in the employee's personnel file). Note: Written notes the supervisor makes for their own files to record informal coaching are not required to be sent to the HR Department, but may be shared if issues continue.
 - (2) Written reprimand is used for the repeated instances of a minor offense or a first occurrence of a more serious incident. The written reprimand is a memo used as a formal warning of suspension or dismissal should the

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violation recur. The written reprimand may also be classified as a final written reprimand depending on the nature of the violation or pattern of violations. The supervisor will compose a memo providing an explanation of incident details, expectations, and consequences for future problems. A record of this counseling will be maintained by the supervisor and the Human Resources Department (in the employee's personnel file). A documented Performance Improvement Plan is a form of a written reprimand.

- (3) Suspension without pay is used to bring about a change in behavior. The employee is encouraged to use the time away from the workplace to decide whether the employee wishes to correct the behavior or seek employment elsewhere. The length of time for the suspension is determined by the director and is reflective of the seriousness of the circumstances. A written memo will be provided as described in #2 above.
 - (4) Administrative leave may be with or without pay during the investigation, hearing or trial of the employee in any civil matter, on any criminal charge, or for any city policy violation when it is in the best interest of the city.
 - (5) Demotion is an appropriate ~~corrective disciplinary~~ action for a flagrant disregard or violation of personnel rules or policies, or for repeated refusal or inability to improve performance. This action may be taken by a department director after consultation with the director of human resources. Documentation will be signed by both parties and retained in the employee's personnel file. Demotions may be permanent or for a specified period of time. Demotion may be accomplished by reducing an employee's pay within the classification of the position held, by assigning the employee to a position of a lower classification, or both. It is noted that the City of Burleson is not obligated to demote an employee in order to continue the employment relationship.
 - (6) Termination. A director, after consultation with the director of human resources or City Manager, may terminate an employee in accordance with these policies. A written memo will be provided as described above.
- (d) Procedures and notices. The procedures for a ~~corrective disciplinary~~ action including reprimand, suspension, demotion, or termination include the following:
- (1) Suspension, demotion and termination. A department director has the authority to suspend, demote or terminate an employee following review of documentation by the Human Resources Director, City Manager, or

Deputy City Manager. When one of these corrective disciplinary actions is taken, the employee should be given written notice stating:

- (A) the type of corrective disciplinary action taken;
- (B) the rule violated;
- (C) the specific acts of the employee which were in violation of the rule or are considered unacceptable;
- (D) the expectations from the employee for the future, and
- (E) the consequences if the employee makes a choice not to follow the directive.

5.2 Employee Grievance-Guideline

In the interest of employee efficiency and morale, employees have the opportunity to discuss grievances with their employer after decisions are made or actions occur that present a problem. In order to ensure this opportunity, the City has adopted the following protocols:

- (a) Purpose: The purpose of this procedure shall be to settle matters on as low an administrative level as possible, as soon as possible after the applicable event, and to discover, whenever possible, mutually satisfactory solutions to problems which arise.
- (b) Grievance Defined: an allegation that an employee's employment conditions or protected rights have been adversely affected. Example grievances, if unresolved within the department management include (but not limited to);
 - (1) hours of work/schedule,
 - (2) procedures,
 - (3) daily operations,
 - (4) department specific rules,
 - (5) performance evaluations,
 - (6) discriminatory application of a policy or rule,
 - (7) general treatment that rises to the level of a hostile work environment,
 - (8) disagreements among employees that have not been resolved within the department,
 - (9) corrective disciplinary actions taken (including termination),
 - (10) discrimination or harassment based upon a protected right
 - (11) retaliation for participation in an investigation or filing a grievance
- (c) Probationary and Temporary Employees: Probationary and temporary employees may not use this procedure in cases involving their performance evaluation or termination. However, in cases where the employee considers performance evaluations or termination to be improperly based upon one of the employees' s

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protected rights such as age, sex (includes gender, gender identity, sexual orientation, pregnancy), race, religion, national origin, disability, military service status, or harassment (including sexual harassment), the employee has the right to file a grievance for consideration.

- (d) **Unlawful Discrimination/Harassment Grievance:** Any employee who feels that they have been unlawfully discriminated against or harassed in matters relating to working conditions or other conditions of employment, because of the employee's age, sex (includes gender, gender identity, sexual orientation, pregnancy), race, religion, national origin, disability, military service status, or harassment (including sexual harassment) shall have the right to file a grievance directly with human resources or the City Manager. Employees are encouraged to provide a copy of the complaint to the appropriate director. If the director is the person creating the problem, providing a copy of the written complaint to the director is the employee's option.
- (e) **Harassment and Sexual Harassment:** If an employee feels the employee is subject to harassment (including sexual harassment), an immediate report should be made in order to rectify the problem as soon as possible. Harassment of any kind is strictly prohibited at the City of Burleson.

5.3 Employee Grievance Procedure (10/01/23)

The following procedure will be followed in the event an employee elects to present a grievance.

- (a) **Timely Initiation:** In order to be considered, grievances will be filed promptly after the situation occurs. Grievances must be presented to the employee's immediate supervisor within ten business days from the occurrence, or from the time the employee first became aware (or with the exercise of reasonable diligence should have become aware) of its occurrence. The requirement of presentation of a grievance within ten days may be waived in the case of harassment or discrimination based upon protected rights, at the discretion of the City Manager, Deputy City Manager, or Human Resources Director. Reasons for waiving the ten-day requirement will be documented and become a part of the grievance records.
- (b) **Procedural Step One: Oral Presentation**
Grievances should be initially presented orally to the employee's immediate supervisor. The grievance will be thoroughly discussed in this step by the parties concerned in order that every effort can be made to resolve the matter to the mutual satisfaction of the employee(s) and supervisor. If resolution does not occur, the employee has the option to file a formal written grievance as explained below.

Discrimination and harassment grievances (as defined above) are to be taken directly to the Human Resources Department and/or City Manager (see 5.2).

(c) Procedural Step Two: Written Presentation

If verbal discussions do not resolve the matter, the employee has the option to file a formal written grievance with the employee's director. This must be done within ten business days after the discussion with the immediate supervisor.

Though employees are encouraged to make a written report, the employee has the option to report violation(s) of protected rights verbally. Every effort will be made to work with the employee to prepare a written summary of the concerns, if the employee has not already prepared a written report.

In presenting the written grievance the following information should be stated with reasonable clarity in the written report:

- The identity of the employee making the complaint (name, title, department).
- The nature of the complaint (what happened?).
- The dates in which the problem occurred (or as reasonably close to the date as possible).
- The names of other parties involved, if known.
- The outcome or remedy the employee is seeking. What corrective action is requested?
- The complaint / grievance will be signed and dated.

The director shall meet with the employee and the employee's immediate supervisor, Department Manager, and any other member of management necessary to discuss the matter thoroughly. The decision of the director will be presented in writing to the employee within ten business days of the signed and dated grievance.

(d) Procedural Step Three: Final Resolution.

If the employee is not satisfied with the resolution of the matter related to a grievance, the employee has ten business days to file further appeal to the City Manager. At the City Manager's discretion, a review committee may be appointed to review further details related to the grievance. Appointed committee members may include legal counsel, other directors, or employees as appropriate to achieve a resolution to the grievance.

Further, the City Manager may simply review the initial complaint, related documentation, and discuss the matter with others as needed making a final determination. If the City Manager feels it is prudent, the City Manager may elect to meet with the employee filing the grievance. A request for an appeal does not automatically result in a meeting with the City Manager.

At any stage, the City Manager may review the decision of Directors, request more information, speak with parties involved, or issue another appropriate decision that brings the matter to a close. The decision of the City Manager is considered final, and will be submitted to the employee within ten business days of receiving an appeal request.

5.4 Attendees at Grievance Meetings:

City employees and other persons who were directly involved with a grievance are the only persons authorized to be present at grievance related meetings. Though spouses, friends, other family members, or attorneys may join the employee to the meeting, they are required to wait outside the meeting room during meetings/hearings.

5.5 Administrative Notes:

- (a) Documentation related grievances will be maintained in the Human Resources Director's files and retained in accordance with required records retention of such investigations. Should a complaint or grievance result in ~~corrective disciplinary~~ action of any employee, the ~~corrective action disciplinary~~ memo will be filed in the employee's personnel file.
- (b) If the Director of Human Resources determines that an employee is abusing the grievance procedure, the Director of Human Resources will provide the grievant with written notice of the finding and the basis for the finding and shall take appropriate action.
- (c) Grievances against directors: In the event that an employee's immediate supervisor is the director and the director is the subject of the complaint or grievance, the employee should submit the complaint directly to the Human Resources Director and City Manager.
- (d) Failure to Follow Procedures: Failure of an employee to follow the procedures set out above, or failure to appear at meeting(s) related to the grievance, shall result in the loss of further appeal rights by the employee.
- (e) Time Limits: Time limits specified in this procedure may be lengthened if necessary due to holidays, vacations, sick leave, or other similar reasonable delays. The Human Resources Director will make appropriate adjustments if needed for unusual

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circumstances.

- (f) Failure to Answer Grievance: If a grievance is not answered within the time limits as specified, the employee may proceed to the next step in the process.
- (g) Reprisal or Retaliation: An employee will not be retaliated against or experience any form of reprisal or ~~discipline~~corrective action for exercising the employee's good faith efforts under this policy. If the employee believes the employee is being retaliated against during or as a result of this process, the employee will report this to the Human Resources Department or the City Manager immediately.
- (h) Effect of Procedure: The existence of and access to this procedure shall not constitute any limitation on the rights of the City of Burlison to manage its affairs. All employees hold their positions at the will and pleasure of the City.
- (i) Failure to Follow Procedures: Failure of an employee to follow the procedures set out above, or failure to appear at a EEO Grievance Committee meeting shall result in the loss of further appeal rights by the employee.

Chapter 6: Vacation, Sick, Leave of Absence, and Other Absence from Work.
Revised (01/01/13) (10/01/14) (12/31/15) (11/15/16)
(02/13/18) (03/28/18)
~~(01/01/19) (10/01/20)(10/01/21)(10/01/23)~~ (10/01/24)

All paid time off/leave benefits are not considered hours worked for purposes of calculating overtime unless otherwise stated in the compensation policies. Employees may not take unpaid leave when they have a paid leave benefit or applicable paid leave balance available where policy provisions allow for the benefit to be used for the employee's absence reason (excludes unpaid suspension, unpaid administrative leave, or when the employee is on short/long term disability). An exiting employee, resigning or retiring from the city, may not extend their last day of employment with the city using paid or unpaid leave except in the event of the employee being on an approved administrative leave or a medical leave of absence where the employee is unable to return to work.

6.1 Holidays (excluding Golf and Public Safety Non-Administrative First Responder Shift employees; policies for those work groups are included in this section separately).
(10/01/20)(10/01/2023)(10/01/24)

- (a) Worked holiday. As many employees as possible shall be given each holiday off without loss of pay. Employees required to work on the holiday shall be paid as follows:
- (1) Full-time: employees will be paid for the holiday plus all hours worked, unless the time off for the holiday is rescheduled for another regularly scheduled workday in the same week. If the full-time employee does not work on the designated holiday, they will get paid only for the holiday. ~~A rescheduled holiday must be used within 60 days or be forfeited.~~
 - (2) Part-time: regular part-time employees working year-round will be eligible to earn holiday pay after five years of service at the Director's discretion. If awarded holiday pay, the employee will earn four hours of holiday pay if the facility is closed for a holiday and the employee does not work.
 - (3) The department director makes the final decision regarding granting holiday pay or rescheduling the holiday.
 - (4) Seasonal and temporary employees are not eligible for -holiday pay benefit.
- (b) Holiday value:
- Fire (2912 shift) - 12 hours
 - All Others (2080 shift) – 8 hours
- (1) Non-exempt employees scheduled to work more hours than the value listed above will need to either use compensatory time or vacation time to account for the full scheduled day. Upon Director approval, employees may work a different schedule in order to make up the time if it occurs in the same week as the holiday.

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- (c) Loss of holiday pay. An employee will not receive pay for a holiday if the employee is:
- (1) terminating employment with the city, and the last day as a paid employee is the work day before or the day of a paid holiday (the last day of employment cannot be a paid holiday);
 - (2) on unpaid leave the work day before or following the paid holiday; or
 - (3) absent without approved leave on a holiday when the employee is scheduled to work.
- (d) Holidays designated. The following days are the official paid holidays for the city:
- (1) New Year's Day (January 1);
 - (2) Martin Luther King Day (3rd Monday in January)
 - (3) Memorial Day / September 11th Remembrance (Fourth Monday in May);
 - (4) Independence Day (July 4);
 - (5) Labor Day (First Monday in September);
 - (6) Thanksgiving Day (Fourth Thursday in November);
 - (7) Day after Thanksgiving Day (Fourth Friday in November);
 - (8) Christmas Eve (December 24);
 - (9) Christmas Day (December 25);
 - (10) Personal holiday (1)
- (e) Holidays will be reviewed on an annual basis by the City Manager. If a designated holiday falls on a Saturday or Sunday, the City Manager will determine when the holiday will be observed. Holidays may be flexed to accommodate a four-day weekend during the Christmas Holiday week, if it is deemed advantageous by the City Manager. Appropriate announcements will be made as far in advance as possible, if such a change is made
- (f) Personal Holiday.
- (1) The use of the Personal Holiday will be coordinated through the Department Director, Department Manager (or their designee). Department Managers should make efforts to allow employees to use their Personal Holiday for a holiday of significance to the employee that is not on the list of closed office holidays where practical and does not create a continuity of operations issue. Denial of a religious or generally recognized non-religious holiday should not occur unless there has been unsuccessful efforts made to allow it and consultation with Human Resources showing there is a serious hardship for the department or work group.
 - (2) Maximum value of the Personal Holiday is equal to the holiday values in 6.1(b).

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(3) The Personal Holiday can be used in partial day increments, depending on Department Director/manager approval and business needs of the department.

~~(3)~~

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(4) All Personal Holidays will be forfeited on September 30th each year if not used during the prior fiscal year (October-September).

~~(4)~~

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(5) Part-time employees: The Directors may elect to grant the Personal Holiday to the regular part-time employees (does not include seasonal or temporary) in their department. 4 hours (or 50%) will be granted, if approved. If the holiday is granted to one regular part-time employee, it should be consistently granted to all regular part-time in that Department. It is the Director's responsibility to notify Human Resources if the part-time employees will be granted the personal holiday in their area.

(6) The Personal Holiday is not paid when an employee leaves the City of Burleson employment.

(g) Golf Holiday Plan: Employees of the Hidden Creek Golf Course (HCGC) will follow the holiday plan as listed below:

(1) The full-time and part-time employees of the Hidden Creek Golf Course will earn 10 paid holidays each year. The following holiday pay plan goes into effect on October 1, 2007 (as revised 7/1/2010) for all full-time and part-time paid employees, based upon holidays approved by City Council for each fiscal year (October – September).

(2) Benefit:

(A) Full-time Golf employees will be credited with 56 hours of holiday pay at the beginning of the fiscal year. Time off requested (not for sick) will be deducted from holiday pay.

(B) Part-time Golf employees with benefits will be credited with 4 hours of Holiday leave time for each city holiday which occurs during the time they are employed with the City (maximum 40 hours annually), after six months of employment. Part time employees with benefits may utilize their holiday leave time in accordance with the terms of paragraphs 4-6 below.

- (3) Designated Golf Holidays: Thanksgiving Day, Christmas Eve and Christmas Day will be designated holidays (included in the ten approved holidays), and the golf course will be closed.
 - (4) Employee Scheduled Holidays: The Golf course is closed for Thanksgiving Day, Christmas Eve, and Christmas Day. Employees will be required to schedule the seven remaining holidays with prior management approval. Employees will be expected to request the holidays off in writing in advance with a form as designated by the Director and should be used in increments of not less than four hours at a time. Advance approval of the time off is required. In general, no more than two holiday shifts may be used at one time.
 - (5) Failure to schedule and use holidays: Holidays do not accumulate or carry over from year to year. Failure to use holidays by the established cut-off date, as set by Human Resources, will result in loss of the holiday benefit.
 - (6) Holidays used in advance during the year the employee leaves the employment of the City of Burleson will deducted from available vacation hours when calculating the final paycheck.
 - (7) New Hires: New, full-time employees will be allowed to schedule however many holidays remain on the actual city holiday calendar for the fiscal year once they join the organization. No holidays will be scheduled for the fiscal year for employees hired after July 4th each year. For example, an employee who joins the organization on May 15, will be allowed to schedule two holidays between hire date and September 30th of the same year.
 - (8) Exiting Employees: Full time employees who leave the employment of the City prior to the end of the fiscal year (September 30th) and have used more holiday hours than have passed on the calendar, will have those excess hours deducted from their vacation balance.
- (h) Public Safety Shift Employees Holiday Leave Plan (Fire, Police and Public Safety Communications): Non-administrative, first responder and/or shift employees of the public safety departments will have a holiday leave bank of hours in accordance with the policy as outlined below. Due to varying operational differences, each public safety department in conjunction with Human Resources will designate the work groups within the department that will have a holiday leave bank of hours versus using the established city observed closed office holiday schedule.
- (1) Full-time employees will earn hours of holiday equivalent to the same number of paid holidays each calendar year observed by the City (including the personal holiday) multiplied by the holiday value for the employee in 6.1 (b),

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which is 12 hours for Fire on an annual 2912 schedule and 8 hours for all other employees on an annual 2080 schedule. Employees hired during the calendar year will be credited a prorated amount of holiday hours equivalent to the observed holidays remaining for the calendar year from the date of hire or transfer. Each department may establish in their department procedures if holiday leave time may be used in partial shift increments with a minimum usage, with the exception of FML. If holiday leave is being used for FML, holiday leave may be used in quarter hour increments.

- (A) Public safety departments may require advanced scheduling of holidays and holiday leave for proper staffing plans.
 - (B) If requesting time off on an actual holiday or observed closed office holiday, holiday leave bank hours are required to be used first and will be deducted from the holiday leave bank, if holiday leave is not exhausted.
 - (C) If requesting holiday leave on another date, the holiday leave hours requested will be deducted from the holiday leave bank.
 - (D) Employees can request to be paid out for the holiday throughout the calendar year in lieu of scheduling to take the hours off. Employees can only request to be paid out throughout the year for a holiday at the time of the actual or closed office observed holiday. Lump sum holiday leave payout will only be made as outlined in 6.1 (h) (2) and (3).
 - (E) It is the responsibility of employees to accurately request and document the proper use of the holiday leave hours bank (i.e. paid out, taken on the holiday/closed office observed holiday, or scheduled for another day).
- (2) End of Year Holiday Leave Balance: Holidays do not accumulate or carry over from year to year. Any remaining holiday leave balance that is not scheduled as time off or paid out at the time of the holiday will be paid to the employee at the end of the calendar year on the established pay out date.
- (3) Exiting Employees: Employees who leave employment prior to the end of the year and have used more holiday hours than have passed on the calendar, will have those excess hours deducted from their vacation or compensatory time balance. Employees that leave employment with more holiday hours in their bank than what is left with holidays remaining in the year, will be paid out for the equivalent of holidays that had passed and were not taken or paid out. The equivalent holiday hours for the remaining, future holidays that have not occurred at the time the employee leaves the city are not eligible to be paid

out. An employee cannot use their last date of employment as a paid or paid out holiday in accordance with paid leave provisions for exiting employees.

6.2 Vacation Leave. (revised 04/05/21) (10/01/21)

- (a) Eligibility. A full-time employee accrues vacation leave in accordance with this section, but vacation leave may not be taken until the employee has completed at least six months of service with satisfactory performance. Vacation leave does not vest during the first twelve months of employment, and vacation leave is forfeited if the employee terminates employment before completing twelve months of service.
- (b) Vacation annual accrual, balance cap, and payout.

Non-Fire Shift Employees (working equivalent 8 hr shift or 40 hr work week):

Tenure with City Service (years)	Hours Accrued Per Year	Vacation Accrual Cap	Earned, Unused Maximum Paid Upon Exit
0-9	120	240	240
10-19	160	320	320
20 +	200	400	400

Fire Shift Employees (16 and 8 Shift {or 24 Hour Shift}):

Tenure with City Service (years)	Hours Accrued Per Year	Vacation Accrual Cap	Earned, Unused Maximum Paid Upon Exit
0-9	180	360	360
10-19	240	480	480
20+	300	600	600

- (1) Accruals are earned in per pay increments each pay period beginning from date of hire.
- (2) Accrual cap: the vacation leave balance is capped at two (2) times the annual accrual. Once the vacation leave balance reaches the cap, no more vacation time will accrue until vacation time is taken and the balance is below the cap. All hours accrued are available to be used while employed except during an unpaid corrective action ~~disciplinary~~ suspension or during the notice period (see payment upon separation below).

(3) Employees who have a vacation leave overage bank from vacation leave policies prior to 04/05/2021, may use such vacation leave during their active employment with department approval as normal. Vacation overage for the policy change effective 04/05/2021 is a one-time only transfer of vacation leave hours just at the onset of the policy for earned, unused vacation hours within 6 months of the cap and hours over the cap, if applicable. Employees may use vacation time from their normal vacation bank or the overage bank in any order. Hours in vacation overage may be paid out upon exit provided the payout criteria is met and the payout in both vacation banks combined do not exceed the maximum paid upon exit outlined in 6.2b. Following the payroll for paycheck dated 04/09/2021, calculations will be finalized for overage amounts, overage bank established and hours moved for each applicable employee, and employees notified.

(4) Accrual of vacation hours will not occur during a pay period in which the employee is on ~~corrective action disciplinary~~ suspension without pay or for any periods where vacation leave has been exhausted (excluding the last earned accrual on the pay date when accrued leave is exhausted) and employee is on leave without pay status.

(5) Payment upon separation. An employee who has completed at least twelve months of service with the city upon separation from employment and meets the separation requirements in the Employment Separation chapter, will be paid for accrued vacation leave in accordance with the maximum paid upon exit (see 6.2b). Vacation payout will be paid from the vacation leave bank first, then the vacation overage bank, if applicable, not to exceed in total the maximum paid upon exit limit. An employee may not extend their last date of active employment by taking vacation during a notice period for purposes to extend benefit coverage or use vacation overage that exceeds caps prior to policy change.

(c) Taking vacation leave.

(1) Vacation leave may be taken in the following increments:

- (a) Fire Shift – 12 Hour increments (0800-2000 or 2000-0800) except as follows:
 - i. Paid intermittent or reduced schedule leave under a qualified, approved FML reason may be taken in one hour increments.
 - ii. Short duration urgent/emergency leave can be approved by the staffing officer on a case by case basis depending on circumstances.

(b) All Other City Employees - not less than one-quarter hour, unless the department director establishes a greater minimum increment of no more than one hour

(2) Vacation leave shall be taken only at a time approved by the department director or their assigned supervisory staff.

(3) Directors are to advise the City Manager or Deputy City Manager if an employee requests the use of more than one year's accrual of vacation in consecutive days.

6.3 Sick Leave. (revised 12/31/15, 10/6/17) (10/01/20) (04/05/2021) (10/01/2023)

(a) Eligibility. Sick leave is intended to provide full-time employees with accrued leave to assist them, when needed, in keeping with the provisions of this policy. All full-time employees accrue sick leave in accordance with this section, but sick leave may not be taken until the employee has completed at least two months of service. Sick leave does not vest during the first five years of employment, and sick leave is forfeited if the employee terminates employment before completing five years of service.

(b) Sick annual accrual, balance cap, and payout.

Non-Fire Shift Employees (working equivalent 8 hr shift or 40 hr work week):

Tenure with City Service (years)	Hours Accrued Per Year	Sick Accrual Cap	Earned, Unused Maximum Paid Upon Exit
0-4	104	unlimited	0
5-9	104	unlimited	240
10-14	104	unlimited	480
15-19	104	unlimited	600
20+	104	unlimited	720

Fire Shift Employees (16 and 8 Shift {or 24 Hour Shift}):

Tenure with City Service (years)	Hours Accrued Per Year	Sick Accrual Cap	Earned, Unused Maximum Paid Upon Exit
0-4	156	unlimited	0
5-9	156	unlimited	360
10-14	156	unlimited	720
15-19	156	unlimited	900
20+	156	unlimited	1080

- Accruals are earned each pay period for the total of the annual accrual (4 hours per pay or 6 hours per pay period).
- There is no cap on the sick leave accrual balance.
- Accrual of sick leave will not occur during a pay period in which the employee is on corrective action ~~disciplinary~~ suspension without pay or for any periods where sick leave has been exhausted (excluding the last earned accrual on the pay date when accrued leave is exhausted) and employee is on leave without pay status or using donated time.
- Payment upon separation. An employee who has completed at least five years of service with the city upon separation from employment and meets the separation requirements in the Employment Separation chapter, is entitled to be compensated for their accumulated unused sick leave according to the maximum paid upon exit in 6.3b unless otherwise noted below:

(a) Employees classified as “grandfathered” employees as of the sick leave payout policy change on 4/5/2021, will be paid according to their individual established earned, unused maximum paid upon exit. Grandfathered employees are those that would have a larger payout of sick leave hours using the 2016 sick leave policy payout formula calculated on the earned, taken and credited donated sick leave hours through 4/4/2021 than that of the updated policy payout maximum top level of 720 and 1080. The larger sick leave hours amount is locked as the individual grandfathered employee’s earned, unused maximum paid upon exit when they leave employment with the City. Any employees that had a payout calculated equal to or under the updated maximum paid upon exit of 720 and 1080 effective 04/05/2021 are not grandfathered and will be paid according to policy effective 04/05/2021. Following the payroll for paycheck dated 04/09/2021, calculations will be finalized, employees will be notified of their grandfathered status and grandfathered sick leave payout maximum, and a record kept for ongoing administration. Accordingly, active use of the 2016 payout formula is discontinued for all employees effective 04/05/2021.

(b) For current fire department employees, actively employed as of February 1, 2021, the City is adding the applicable calculated sick leave hours for those that were on a 24 hour fire shift from 10/1/2002 to 12/31/2015 to adjust for a 1.38 per pay period difference in fire accrual of 4.62 (120 annual accrual beginning 10/1/2002) to 6.00 (156 annual accrual beginning 1/1/2016). This accrual adjustment is not applicable for inactive fire department employees.

(c) Taking sick leave. After an employee has been employed for two months, the employee may take (use) their accumulated sick leave, with pay, when:

- (1) the employee is unable to work due to an illness, surgical procedure, or injury;
- (2) a medical, dental, or optical examination or treatment is necessary, provided that approval of the supervisor is obtained;
- (3) the employee is unable to work due to pregnancy, miscarriage, or childbirth;
- (4) the employee has been exposed to a contagious disease that would warrant quarantine by a health officer, and the employee's presence on the job would jeopardize the health of others;
- (5) the employee needs to remain with a sick family member living in the employee's household; or
- (6) any applicable FMLA qualifying leave; or
- (7) any member of the employee's immediate family is hospitalized (includes care needed for outpatient surgery)

(d) Increments taken. Sick leave may be taken in the following increments:

- Fire Shift – 12 Hour increments (0800-2000 or 2000-0800) except as follows:
 - (a) Paid intermittent or reduced schedule leave under a qualified, approved FML reason may be taken in one hour increments.
 - (b) Short duration urgent/emergency leave can be approved by the staffing officer on a case by case basis depending on circumstances.
- All Other City Employees - not less than one-quarter hour, unless the department director establishes a greater minimum increment of no more than one hour.
- When an employee has a need to use sick leave, the employee will be allowed to use only hours worked and available sick leave to total the regular scheduled work day (i.e. 8 hours, 10 hours, or 12 hours only – depending upon regular work day schedule). For example, an eight-hour employee may work 3 hours and go home sick; sick time used will be 5 hours for a total of 8.

(e) Use of other leave. Upon request of the employee and approval by the director, accrued paid leave may be used when absence due to reasons described above, exceeds the amount of accrued sick leave. When on approved leave after exhaustion of sick benefits,

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employees are required to use available vacation, earned compensatory benefit time, or other available paid leave.

- (f) In the event of an employees' approved Short-Term Disability, employees will be required to use at least the equivalent amount of sick time to compensate the portion of unpaid, base compensation. For example, if Short-Term Disability compensates 60% base wages, employees are required to use leave hours equivalent to 40% base wages. Employees may use up to the maximum amount of leave up to their normal work schedule.
- (g) No available leave hours: Employees who have no available sick or vacation hours and who call in absent, do not work, or do not report to work, will be unpaid. Should this event occur repeatedly, the employee, whose absence is not due to an approved FMLA qualifying event or other reasonable need, may be subject to ~~corrective disciplinary~~ action in accordance with the Standards of Conduct policy for unsatisfactory attendance. Supervisors are responsible for documenting this event to assure the correct paid or unpaid status and to record the incident.
- (h) Physician's statement. An employee may be required to furnish a statement from an attending physician when:
- There is reasonable cause to question the merits of an employee's claim that an absence is due to a qualifying reason;
 - the employee's safety or ability to work is in question;
 - when the employee is initiating Family Medical Leave or other regulatory requirements such as review of reasonable accommodations (see Family Medical Leave Act Benefits Chapter for information on Family Medical Leave); or
 - department procedure requires it consistently for all employees. Physician notes may be turned in to Human Resources if there is private health information in the note.

6.4 Paid Parental Leave. (04/01/2021)

Paid Parental Leave (PPL) is a benefit provided to qualifying employees in recognition of the importance of work/life balance and to offer new parents and foster parents the opportunity to bond with a new child residing in the home.

- (a) PPL is provided to eligible employees who are birth mothers and fathers of a newborn child, or for whom a child has been legally placed for adoption, or who are the new foster parents of a child under 18 years of age named in a placement agreement with the Texas Department of Family and Protective Services (TXDFPS). Surrogate mothers and sperm donors are not eligible for PPL.

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(b) PPL provides 80 contiguous, uninterrupted hours of leave for non-fire shift and 106 contiguous, uninterrupted hours of leave for fire shift, and shall be paid immediately following:

- (1) the birth of the employees' child
- (2) the placement of a child for adoption
- (3) the placement of a child for foster care

(c) To be eligible for PPL, the employee must be approved under FML including being a fulltime employee for one year prior to the leave and having available FML in the entitlement year. Eligibility for PPL is determined at the time of application with HR.

(d) An eligible employee cannot receive PPL benefits more than twice in their lifetime, regardless of the number of positions held by the employee or the separate number of times that they are employed by the City of Burleson.

(e) The concurrent use of PPL and FML will not increase, in whole or in part, the amount of FML or PPL time available to employees.

(f) Pay for PPL will be at 100 percent of the employee's base pay rate and will not reduce any accrued vacation or sick leave balances or accruals.

(g) Multiple births, adoptions or foster care placements occurring at the same time do not increase the length of PPL or the number of times that PPL may be received by an employee.

(h) PPL may not be retained for future use or used intermittently, and any balance will not be paid out at upon termination of employment with the City of Burleson.

(i) PPL must be exhausted before other forms of paid and unpaid leave allowed under FML may be used. Holidays occurring during this time will not increase PPL time.

6.5 Compensatory Leave.

(a) Eligibility. Nonexempt employees, at their option, may take accrued compensatory leave.

(b) When taken. Compensatory leave may be taken only when approved by the department director. Leave requests must be submitted in compliance with established departmental guidelines. The department director may refuse the leave request if it would be unduly disruptive to departmental operations. The city reserves the right to require nonexempt employees to use compensatory leave.

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(c) Payment. Payment for accumulated compensatory leave shall be paid to a nonexempt employee or nonexempt employee's estate upon separation or death in accordance with the retirement system protocols related to beneficiary payouts. The city may pay a nonexempt employee anytime for all or part of accumulated compensatory leave upon approval of the City Manager. In the event a non-exempt employee transfers to an exempt position, the accrued compensatory time will be automatically paid out to the employee at the time of the classification change unless there is an arrangement to take the compensatory time prior to the effective date of the change. If not all compensatory time is taken, the remaining time will be automatically paid out. At Department Director discretion, an exception may be granted to employees with a specific plan to use compensatory time within a reasonable future time period after the classification change, however, any excess compensatory time beyond what is approved for the specific purpose will be automatically paid out at the time of the classification change. It is the employee's and Department Director's responsibility to notify Human Resource and Payroll about such arrangements for proper handling.

(d) Exempt employees. Extra hours of work are generally common for exempt employees, but these employees do not record overtime hours nor accumulate compensatory time. Exempt employees may take time off from work in recognition of extra hours worked, upon approval of the City Manager or Deputy City Manager, whichever is applicable. As such, compensatory leave payments are not applicable to an exempt employee nor to an exempt employee's estate upon separation or death.

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(e) Records. Records of compensatory leave taken are kept by staff accountant overseeing payroll and the Human Resources Department.

(f) Maximum accruals: Fire personnel working 16 and 8 Hour Shifts may accumulate a max of 72 hrs of compensatory hours. SRO/CRO/Task Force in PD may accumulate up to 80 hrs. All other employees may accumulate up to 48 hrs.

6.6 Injury Leave.

Note: For more information on work related injury leave, see Work Related Injury or Illness chapter in this manual.

6.7 Military Leave. (revised 02/15/18)(10/01/21)

In accordance with USERRA and Texas Government Code, employees are eligible for Military Leave; one or both regulations provide employment protection, income protection and a means to secure time off when called to any form of military training and service including duty performed on a voluntary or involuntary basis. All provisions of the Federal rules (USERRA) and State Local government code will be followed to afford employees full rights and responsibilities for military leave.

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- (a) Eligibility: An employee who joins or is a reserve member of the state's military forces, National Guard or United States armed forces shall, upon notification to the department director and submission of appropriate documentation, be granted leave for the period required to perform any military training, duty, or service including days needed to complete military pre-induction physical examinations.
- (b) Paid Military Leave: Employees will be eligible to receive up to 15 paid military leave days a year with carry over allowed from one year to the next for unused days up to 45 days net accumulated leave including the current year's accrual. Paid military leave days will be paid out in hours based on shift hours the employee typically works. Paid military leave may only be granted to an employee for the days the employee would otherwise have worked and received pay. Military orders are required to be turned in for payment. The employee's Director will work with Human Resources and Payroll to ensure the employee's paid military leave days are documented and paid correctly.
- (c) Notice to department director: An employee shall give as much advance notice as possible to his supervisor regarding dates for military leave, as well as provide copies of the orders. Annual or quarterly training schedules should be given to the department director as the schedules become available to the employee.
- (e) Use of Military Leave and Vacation Leave: While serving military duty, an employee may use any accrued vacation once paid military leave exhausts.
- (f) Group health benefits: An employee on military leave less than 30 days is eligible to remain on the city group health plans same as any active employee. For extended military leave over 30 days, employees may continue the city group health plan coverages under COBRA for up to 24 months (or enroll in the military insurance benefits). Medical opt out benefits, if applicable, will cease for extended military leave after 30 days as well.
- (g) Once on unpaid military leave, an employee is not eligible to accrue time off or receive certification/incentive pays.
- (h) Rescheduled work days: With the approval of the department director, a full-time employee who participates in weekend military training that occurs on a scheduled work day may reschedule a work day rather than have the absence charged to military leave, if the employee reschedules the work day within the same work period.
- (i) Re-employment: In accordance with '4312, Title 38, United States Code, an employee may serve, in most cases, a total of five years on active duty in the armed forces and still be eligible for reemployment. An employee's right to reemployment is not protected for cumulative periods of military active duty longer than five years, in most cases.

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(1) Temporary Fill-in for Absent Employee: The Director and/or Department Management will work with the Human Resources Department to determine if there is a need to hire a temporary employee to fill-in for the absent employee. Any arrangements for fill-in employees will be on a temporary basis.

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(2) Position and Benefits Reinstatement. An employee who returns from active duty in the armed forces of the United States is entitled to reemployment in the same position held upon entrance to active duty, or in a position of comparable status and pay, as well as restored benefits the employee would have attained had they not been absent due to military service (generally health plans will not have waiting periods or exclusions), if the employee:

(A) is physically and mentally qualified to perform the duties of the position;

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(B) was discharged, separated, or released from military active duty under honorable or general conditions;

(C) the cumulative length of all absences from employment with the city by reason of service in the uniformed services does not exceed five years, in most cases; and

(D) makes written application for reemployment within required USERRA guidelines based on military service period after discharge, separation, or release from military active duty and presents evidence of the discharge, separation, or release from military active duty:

- Service of 1 to 30 days - Employee must report to his or her employer by the beginning of the first regularly scheduled work period on the day following completion of service, after allowing for safe travel home and eight hours of rest.

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- Service of 31 to 180 days - An application for reemployment must be submitted no later than 14 days after completion of a person's service. If submission of a timely application is impossible or unreasonable through no fault of the person, the application must be submitted as soon as possible.

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- Service of 181 or more days - An application for reemployment must be submitted no later than 90 days after completion of a person's military service.

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- Injury or illness occurring or aggravated during a period of service - The reporting or application deadlines are extended for up to two years from the date of completion of service for persons who are hospitalized or convalescing because of an injury or illness occurring or aggravated during a period of

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service. The two-year period will be extended by the minimum time required to accommodate a circumstance beyond an individual's control that would make reporting within the two-year period impossible or unreasonable.

6.8 Inclement Weather/Condition Policy. (10/01/2023)

(a) Essential employees. In the event of a natural disaster, severe weather conditions, or other extraordinary conditions beyond the employee's control, certain employees will be assigned to perform essential duties. These employees will be paid for all hours worked in accordance with standard payroll procedures.

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(b) Employees sent home. Employees who report to work, but are sent home prior to the end of their normal work day, will be paid for their scheduled time for that day without having to use accrued leave time.

(c) Unable to report. Except as provided in Subsection (d), employees who are unable to report to their work station due to severe weather or other extraordinary conditions, will be paid only for those hours actually worked. Accrued vacation, compensatory, or holiday leave may be used to cover the lost time, or, when possible, employees will be allowed to work extra hours during the same and following pay period to make up for hours missed. Hours worked in excess of the maximum hours per work period, will be credited at the overtime rate.

(d) Non-essential city operations closed. If the City Manager determines that due to the severity of the conditions, it is necessary to close non-essential city operations, this decision will be reported in keeping with protocols set by the City Manager's office and the director of communications. Employees are expected to check with the appropriate director and/or manager for clarification on closing protocols, dependent upon inclement conditions. When the City Manager closes non-essential city operations, and the media announcement is made, employees in the closed operations will be paid for their scheduled time for that day without having to use leave time.

(1) At the request of an employee or supervisor, Human Resources will review the appropriate paid leave to be used in the event any employees had scheduled a pre-planned day off if they were scheduled to work.

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(A) If an employee had a pre-planned day off, and they were unable to complete the purpose of that day off because businesses were shut down, unsafe road conditions, or other related factors, HR will review the request to be revised to "Weather Closing" instead of the originally requested paid leave.

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(B) If an employee was able to complete their purpose for the preplanned time off, then the requested leave time will still be used since employees were not on the schedule and not available to work regardless of weather. These circumstances

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include being able to leave and take scheduled vacation plans, keep appointments scheduled, already out on a medical or personal leave of absence and unavailable to work.

(C) The City retains the right to interpret and determine intent of the policy to apply the policy guidelines consistently.

(e) Closure Protocol. In general, the closure protocol will be handled as follows;

The City Manager will use two primary methods for informing citizens and employees of changes to city non-essential operational hours. In cases of inclement weather or other conditions, city management will post a notification on the website and the phone system prior to the start of non-essential operations for the day in question, or as soon as practical. This notification will be posted no later than 6:30 a.m., if conditions are known prior to the start of the business day. Absent a notification on the website and the phone system by 6:30 a.m., citizens and employees should conclude normal operational hours will occur.

While the official notification will be posted on the website, secondary notifications may also be provided via:

- an automated message to each employee at the phone number provided by the employee to the Human Resources Department. It is important that employees make sure Human Resources has current telephone number(s) in order for this method to be effective.
- the City's social media pages.
- An "Everybody" email sent to all city email accounts.

NOTE: These secondary notifications are provided to employees as a secondary means of notification and should not be relied on for official notification. Employees should always go to the city's website or call the main number to learn the official status of non-essential operations.

If the City Manager does not close or delay non-essential operations, employees should use their best judgment on whether it is safe to drive to work. Section 6.8 (c) of the Policy Manual will be followed in such circumstances.

6.9 Other Leave with or without Pay. (Revised 11/01/16)(10/01/21)(10/01/2023)(10/01/24)

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- (a) Family Medical Leave. Employees who qualify will be afforded Family Medical Leave benefits in accordance with Federal statute. See Family Medical Leave Act Benefits chapter in this manual for a detailed policy on this benefit.
- (b) Jury service and court appearances. An employee formally summoned to serve on jury duty or to appear in court on a scheduled work day, shall be excused from work and receive pay for the hours required for the jury duty or court appearance not to exceed 40 hours in any one week. Proof of jury service or court appearance satisfactory to the city, must be produced upon request. This benefit does not extend to employees summoned to court for testimony, domestic court appearances, witness to a civil or criminal case, related to non-work related personal business. The employee is required to use available compensatory time or vacation leave for these court appearances. Court appearances by police, code enforcement, and animal control personnel which are required in the scope of their duties are not included in this provision.
- (c) Voting. An employee eligible to vote in a national, state, county, or municipal election, shall, when necessary, be allowed sufficient leave with pay to exercise this right. It is the responsibility of the employee to notify the employee's immediate supervisor of the time chosen to vote. The supervisor and employee may select another time if the one chosen conflicts with departmental duties.
- (d) Bereavement Leave. Bereavement leave may be used for those relatives of employees related by affinity (within the second degree) and by consanguinity (within the third degree) and will include miscarriages. See the glossary for more detailed definitions of these relationships. 24 hours per qualifying incident may be approved for non-Fire personnel. Fire personnel that work a 16 and 8 Hour Shift may be approved for 36 hours per qualifying incident. Department Directors and Managers will work with the employee to complete needed forms.
- (e) Safety Leave. In keeping with the city's safety policy, non-sworn personnel will be required to be off the clock at least six hours for each 24-hour period. If a director needs to authorize safety leave for the express purpose of allowing sleep time for an employee who is assisting during Public Works or other related emergencies, the director may do so. Safety leave is for non-exempt employees who are called back to work outside of the scheduled work hours and who are on duty for an extended period of time. The affected employee(s) will be paid straight time for up to six hours. This time period will be classified as Safety Leave, and coded as such on the employee's time sheet. This will be used on a limited and select basis for the express purpose of addressing emergencies while still assuring adequate rest for essential personnel.

- (f) Administrative Leave With or Without Pay: The City Manager or Deputy City Manager may grant up to four weeks of Administrative leave (with or without pay) when such leave is in the best interest of the City of Burleson. Examples (not an exhaustive list) of use of such leave would be to allow senior management time to investigate a matter of employee conduct, or to allow an employee time to resolve a matter of significant personal business.

A Director who wishes to request administrative leave with or without pay should make a written request to the City Manager's office stipulating the amount of leave requested and the reasons for the request.

It is the responsibility of the Director and City Manager's office to advise Human Resources when administrative leave has been granted and the related circumstance. The Human Resources Director will assure related documentation is made and the Staff Accountant in Payroll is notified, if necessary.

No portion of the administrative leave with or without pay policy will disrupt or affect the absence control policy below. This policy is intended for the convenience of City management in order to address specific issues in which administrative leave maybe the most appropriate option.

- (g) Wellness Day. Employees may earn a paid day off if they meet certain criteria outlined each year in the Wellness Program. Wellness days may be used in partial or whole day increments, depending on Department Director/manager approval and business needs of the department. Wellness days, amounts, and criteria are subject to change each year at City discretion and/or based on budgetary funding. Wellness days not taken by the end of the calendar year will be lost. Wellness days are not eligible for pay out in the event an employee leaves the City.
- (h) Quarantine Leave. The purpose of this policy is to provide guidance in accordance with Section 180.008 of the Local Government Code regarding paid quarantine leave for Firefighters, Peace Officers, Detention Officers and Emergency Medical Technicians. The quarantine leave will be used to quarantine or isolate Firefighters and Peace Officers due to a possible or known exposure to a communicable disease while on duty. This policy will be applied with the Workers Compensation Policy, as this leave is granted only for on-duty exposures.

1.) Eligibility:

- (a) "Firefighter" means a paid employee of the fire department who:
- holds a position that requires substantial knowledge of firefighting;
 - has met the requirements for certification by the Texas Commission on Fire Protection under Chapter 419, Government Code; and

- performs a function listed in Section 143.003(4)(A).

(b) "Health authority" has the meaning assigned by Section 121.021, Health and Safety Code.

(c) "Peace officer" means an individual described by Article 2.12, Code of Criminal Procedure, who is elected for, employed by or appointed by the City.

2.) Procedure:

The use of quarantine leave will be granted to a Firefighter and/or a Peace Officer who is ordered by the City's Health Authority or City Management to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty. The political subdivision's health authority will determine when a threat of highly communicable or life-endangering diseases are immediately present and may release orders for applicable/essential workers to follow general quarantine protocols. When this occurs, department supervisors will allow for the use of quarantine leave based on the health authority's protocols for appropriately dealing with the disease and/or its prevention of community spread. Employees will be released from quarantine leave based on guidance from the local health authority.

Employees are required to file all workers compensation notifications, as this leave will run concurrently with the worker's compensation process.

Applicable employees on paid quarantine leave will be treated consistently with other worker's compensation claims and continue to be eligible for all employment benefits and compensation, including continuing their leave accrual, pension benefits and eligibility for health benefit plan benefits for the duration of the leave. While on quarantine leave, the employee may not use any other paid leave type (vacation, sick, holiday).

When applicable, employees who must be quarantined may be eligible for reimbursement for reasonable costs related to the quarantine, including lodging, medical (in accordance with Worker's Compensation protocols) and transportation. The employee must receive approval from Human Resources prior to incurring quarantine expenses. Employees will be expected to provide receipts for reimbursement, which will be presented to Human Resources for appropriate review and processing in coordination with Finance.

- (i) Mental Health Leave for Peace Officers. City peace officers may be eligible for confidential, paid mental health leave following a traumatic event as outlined in the police department standard operating procedures.

(j) Mental Health Leave for Telecommunicators. Public Safety Communications personnel who experience a traumatic event in the scope of their job may utilize Mental Health Leave. The traumatic events are those that have experienced an on the call fatality or near fatality that the telecommunicator audibly witnessed. The leave may be for a period of 5 workdays for the telecommunicator to access the services to recover from the trauma. Access to EAP and mental health providers on the city medical insurance plan will be made available. The telecommunicator will only contact the department Director who will work with Human Resources to ensure anonymity of the telecommunicator. HR will enter Paid Administrative leave on the employee's timesheet.

(k) Personal Day. Full-time employees will receive one (1) paid Personal Day off each fiscal year. The Personal Day may be used in partial or whole day increments, depending on Department Director/manager approval and business needs of the department. If the Personal Day is not taken on or before the last day of the fiscal year, it will not carry over and will be forfeited. The Personal Day is not eligible for pay out in the event it is unused and an employee leaves the City.

(j)

6.10 Absence without Leave and Job Abandonment.

Unauthorized absence without leave for two or more working days or failure to return for a period of two or more working days at the expiration of authorized leave is considered job abandonment. A job abandonment may be rescinded by the department director if the employee presents satisfactory reasons for the absence within two working days of the date the job abandonment became effective.

6.11 Absence Control Policy (effective 10/01/2012)-(04/01/2021)

With full recognition that a leave of absence may occur for a variety of reasons, the City has an absence control policy. Employees who have accumulated paid time off such as sick or vacation hours may use them with approval.

(a) The employment status of an employee will not be determined by available leave balances or lack of leave balances or other paid leave programs. The employment status of an employee will be determined based on Federal, State and local regulations such as FMLA and the ADA, and in consideration of the expectation of the employee's ability to return to work in a reasonable timeframe in their position or to another open, available position for which they are qualified to perform with or without a reasonable accommodation with appropriate documentation, interactive meetings with the employee, and interview and selection.

(b) Employees with qualifying conditions under the Americans with Disabilities Act (ADA) will be evaluated on an individual basis.

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- (c) Circumstances that may lead to termination of employment under the Absence Control Policy will be reviewed by the employee's Department Director, the Human Resources Director and the Deputy City Manager or City Manager. A decision related to termination will be issued in writing to the employee after such review.
- (d) Employees terminated under the absence control policy are considered terminated in good standing, and may apply for employment in the future, if they are qualified for jobs posted and can perform the essential functions of the job with or without a reasonable accommodation. This policy does not guarantee reemployment or reinstatement of employment.
- (e) This policy does not apply to those on leave serving in the United States military (see military leave) or absences which violate the Standards of Conduct such as job abandonment or normal absenteeism issues.

6.12 Return from Leave (revised 11/2009)

Modified Duty.

- (a) Purpose. The purpose of this section is to provide a process by which employees who have been on leave due to illness or injury may receive temporary work assignments that will benefit their full recovery. It is not intended nor to be used as a disability program.
- (b) Evaluation of injured or ill employee. When an employee is required to be absent from work because of an extended period of recovery from injury or illness, the employee's case will be reviewed by the department director and the director of human resources. An examination and evaluation conducted by the attending physician or the city-designated physician will be used to determine the capabilities and prognosis for recovery of the injured or ill employee. A review of the potential work assignments will be conducted by the employee's director and the director of human resources to determine if an assignment is available which matches the injured or ill employee's training, skills and capabilities, as determined by the physician.
- (c) Work assignment. A modified duty work assignment will be offered to an injured or ill employee if:
 - (1) a modified duty work assignment would enhance the recovery of an injured or ill employee and facilitate the employee's return to the regular duty work assignment held before the injury or illness; and
 - (2) the employee's department director determines that modified duty is available. If no modified duty can be found within the department, the

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employee may be temporarily assigned to work in another department, if there is an existing opening for which the employee is qualified and that meets the employee's work restrictions. A temporary assignment does not constitute the creation of regular or long-term employment in the assigned position. The salary of an employee on modified duty will be paid by the employee's department and the employee will be returned to the original position and department when released for full duty. If modified duty cannot be found, the city will not create a position and the employee will remain on leave.

- (d) Length of modified duty work assignments. A modified duty work assignment may last until the time that the attending physician or city physician has set as the expected date of return to the employee's previous work assignment or until temporary work duties are completed, but not to exceed three months unless the City Manager gives written approval for a longer period.
- (e) Conditions of modified duty. As a condition of continuing in a modified duty work assignment, an employee must:
 - (1) adhere to prescribed treatment and make reasonable efforts toward rehabilitation;
 - (2) accept progressively more demanding assignments as the employee's condition improves; and
 - (3) make visible progress in returning to full performance capability.
- (f) Termination of modified duty. An employee's modified duty work assignment will be terminated if:
 - (A) the employee is found performing beyond the modified duty restrictions;
 - (B) the work assignment is completed;
 - (C) the employee performs unsatisfactorily in the position;
 - (D) budgetary constraints do not allow continuation of the position;
or
 - (E) the employee's medical condition worsens.
- (g) Reassignments. If an employee's injury or illness will permanently prevent the employee from performing the essential functions of the employee's regularly assigned duties, the director of human resources in conjunction with the employee's director shall attempt to locate a suitable city position for the employee. Such position must be authorized and vacant and the individual must be qualified to perform the essential functions of the position. If no position is available at the time the individual is determined physically unable to perform the

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essential function of the employee's job, or, should the employee refuse to accept an available position, then termination of employment will occur. The city will not create a position.

Chapter 7: ~~_____~~ Performance Evaluations

7.1 Purpose.

Performance evaluations are used to acknowledge good performance and recognize areas in which improvement is needed. Evaluation aids in more effective planning of the work of city departments and enables supervisors to identify common training and development needs. Evaluations promote fair treatment of employees by supervisors and provide increased communication between employees and supervisors.

7.2 Procedures, Method, and Forms.

Employee evaluations shall be conducted following procedures prescribed by the Director of Human Resources.

7.3 Rating Period. (revised 01/01/2013)

(a) Each full-time employee's work will be evaluated annually.

(b) Part-time employees may be evaluated annually, at Director's discretion.

(c) At the Director or department manager's option, a six month evaluation may be conducted for any employee.

7.4 Notice to Employee.

An employee shall be given a copy of each evaluation report as soon as it is complete. No use may be made of the evaluation results until the evaluator reviews the report with the employee.

7.5 Use of Evaluation Results. (01/01/19)

The results of employee evaluations shall be considered for the following purposes:

- making salary adjustments;
- giving merit pay increases;
- grounds for promotions, demotions, and support for re-assignment; and
- to determine whether ~~corrective disciplinary~~ action is warranted against an employee (not intended to present a ~~corrective action disciplinary~~ notice to an employee during a performance evaluation, but merely to review past evaluations to see if issues were documented prior to determine if a ~~corrective action disciplinary~~ matter is new or ongoing; what efforts had been taken to make the employee aware of the issues).

7.6 Employee Coaching

As frequently as necessary, a supervisor may conduct an employee counseling interview. The supervisor should communicate frankly the supervisor's assessment of the employee's conduct and performance. The supervisor should offer positive assistance in

correcting any deficiency. This informal conference requires no communication with the director of human resources.

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Chapter 8: ~~_____~~ Transfers, Promotions, Training

8.1 Promotions and Transfers.

Policy. It is the policy of the city to allow the transfer of employees between positions and departments to promote from within, where possible, when filling vacant or newly created positions. Employees that meet the following criteria are eligible to apply for another open position within the City:

- have been with the City and in current position at least 6 months,
- are satisfactorily performing their duties,
- no documented verbal reprimands within ninety (90) days,
- no written reprimands within six (6) months,
- no documented final written reprimands, suspensions, or corrective action disciplinary demotions within last twelve (12) months.

Employees interested in available opportunities for promotion or transfer should review job postings as available on area bulletin boards, the city's web-site or in the Human Resources Department. A letter of interest and an updated resume should be turned in to human resources prior to any posted closing date for openings.

This policy statement does not, in any manner, guarantee an employee promotion or create a contract of employment (expressed or implied).

Notice to department. If selected for transfer or promotion, the employee must give at least two weeks' notice to the employee's current department, unless waived by the employee's department director.

Unless there are extenuating circumstances, managers who are considering a transfer or promotion of another employee from another department should contact the manager who is subject to losing the employee and advise them of the application status as a professional courtesy. Managers are expected not to retaliate against employees who are striving to change or better their employment circumstances.

Employees that are selected or placed in a different position within the City will be on a six (6) month evaluation period to ensure adjustment and adaptation to the new position in terms of learning the job requirements and department. This evaluation period doesn't negate any provisions employees obtained once successfully completing their new hire probationary period.

The City may make exceptions to these standards to meet the business needs of the City, as it deems appropriate with Department Director(s), Human Resources, and Deputy City Manager review and approval.

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8.2 Training and Development.

The city endeavors to provide training and development programs to meet specific organizational needs. Training programs will encourage high quality performance, prepare employees for new or increased responsibilities, and extend opportunities for job-related growth and development. The Human Resources Department will assist departments in developing and conducting training programs to meet specific departmental needs and will identify resources and programs to increase employee productivity, knowledge, and safety and departmental efficiency and effectiveness.

8.3 City Internship Policy. (10/01/23)

The intent of the internship program is to allow students the opportunity to receive first-hand experience in specific areas of study and to get a better understanding of particular career fields.

- (a) The interns need to be upper college class level students or recent graduates.
- (b) The program will limit the number of interns citywide to a maximum of 6 at any time regardless of the department the intern is assigned. This may be adjusted through budget or approval of the City Manager's Office.
- (c) Department heads are responsible to submit an intern request in advance through the Director of Human Resources in order to be sure the City Manager's Office approves the internship and that the maximum number of interns allowed is not exceeded. Departments using a formal university or higher education internship program, must submit the program requirements to Human Resources along with the request to ensure the city mutually agrees with the criteria. Any administrative processes required by the educational institution will be reviewed to ensure responsible parties are assigned in advance at the city (i.e. performance feedback, hours reporting, etc).
- (d) The internships will last no longer than 4 months and be considered temporary seasonal employees without benefits.
- (e) Interns will work no more than 20 hours weekly and at a set rate of pay per hour determined annually by the HR Department. Costs will be funded by the specific department in which the intern is assigned. Alternate work schedules must be requested and approved in advance through Human Resources to ensure compliance with applicable regulations.
- (f) All interns are to apply through the city website and must pass the standard hiring process and background checks.

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(g) At the end of the maximum 4 month assignment (season), the intern will be separated from employment and cannot rehire with the city for a period of one year as an intern. The internship program is not to be construed as a guarantee of employment for a specific time period or alter the at will nature of employment. Assignments may be ended early by either party. Requests to end the internship early by the department must be requested through the Human Resources Department to ensure compliance with regulations and/or the educational institutions requirements, if applicable.

Chapter 9: Compensation and Wage Administration

9.1 **Work Periods.** (revised 12/2014);-(12/31/15; 11/01/15)-(03/01/2022)(10/01/24)

- (a) Standard work periods. Standard work periods are established for purposes of compliance with the Fair Labor Standards Act. For payroll purposes the following work periods are established for city employees:
 - (1) Civilian personnel (non-public safety) working a 9/80 schedule: the work period begins at noon on Friday and runs through 11:59 a.m. Friday morning.
 - (2) Civilian personnel (non-public safety) not working a 9/80 schedule: the work period begins at midnight on Monday and ends at 11:59 p.m. on Sunday.
 - (3) Sworn employees of the police department: the work period shall begin at midnight on Monday and ends at 11:59 p.m. on Sunday at 6:00 a.m. Monday and end at 5:59 a.m. 14 days later.
 - (4) Sworn employees of the fire department: the work period shall begin at 12:00 8:00 a.m. a.m. Monday and runs 28 consecutive days until 11:59 7:59 a.m. p.m. Sunday Monday. Details of the two 14-day pay cycles are documented within the Burleson Fire Department standard operating procedures. Sworn employees of the fire department will work a 48/96 work schedule.
- (b) Meal periods. Except for sworn employees of the fire and police departments, the standard work day does not include approved meal periods. Meal periods for nonsworn employees are time off without pay. Meal periods for Police Department telecommunications staff are considered hours worked.
- (c) Rest periods. The standard work day may include two 15-minute rest periods each work day if authorized by an employee's immediate supervisor. A rest period is not guaranteed and is considered a privilege. Breaks shall not interfere with proper performance of the work responsibilities and schedules of a department. Rest periods or breaks do not accumulate if not taken.
- (d) 40-Hour Work Schedules: In general, Directors and Managers may set hours of work most appropriate to assure job tasks are performed and the work week remains 40 hours per week (except Fire Department). Work schedules may include combinations such as:
 - Schedule A: 8 hours per day; 5 days per week.
 - Schedule B: 10 hours per day; 4 days per week.
 - Schedule C: Combination of 9, 8, and 4 hour shifts to equal 40 hours per work period.
- (e) Time Sheets: At the end of every pay period, non-exempt employees are required to review and approve their own timesheet using the employee approval method in the electronic timekeeping system, or with their signature or initials if using manual timesheets. The immediate supervisor will then review and approve the

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timesheet prior to processing by Finance. Any adjustments or corrections after the initial employee approval will require a subsequent approval/signature by both the employee and supervisor prior to processing by Finance. In the event an employee does not approve their timesheet by the payroll deadline, the supervisor or another member of management is authorized to approve the timesheet on behalf of the employee so payroll can be processed timely. As a general rule, the City may still require full-time employees to approve their own timesheet even after a supervisor approves on their behalf whereas part-time employees' approvals may be waived given the variable work schedule. All employees are responsible for their own timesheet and/or reporting issues with their payroll to their department, HR or Finance, if any, regardless if another had to approve a timesheet on an employee's behalf.

9.2 Hours of Work.

Department directors may establish working schedules to meet their specific needs; provided the standard schedule is for no more than 80 hours per work period for sworn employees of the police department, 212 hours per work period for sworn employees of the fire department, or 40 hours per work period for all other employees. The hours during which city offices are open for business shall be determined by the City Manager. The fire department 24-hour personnel work 2912 hours per calendar year. All other full-time employees work 2080 hours per year.

9.3 Job Sharing.

Some full-time positions may be approved for job-sharing. Job sharing includes two employees sharing the duties and benefits of one full-time position. Directors and Managers will have the authority to determine which positions will be approved for this work arrangement. A more detailed policy regarding Job Sharing is available in Human Resources for management and employee review.

9.4 Compensation. (Revised 12/31/15)-(01/01/19)-(10/01/20)(10/01/21)-(08/03/2022)
(10/01/22)(10/01/24)

- (a) Salaries. All wage ranges of city employment shall be identified in the wage schedule approved by the city council. Generally, changes in the schedule are made through adoption of the annual operating budget.
- (b) Exempt Employees-Function and pay. An employee who performs an executive, administrative, or professional function is an exempt employee. In keeping with Fair Labor Standards Act – Department of Labor guidelines positions are determined to be exempt or non-exempt by the Human Resources Department. This designation is based on work performed, not job title or job class. An exempt employee is paid on a weekly wage basis regardless of the number of hours worked unless the employee is absent and:
 - (1) permission has not been sought or has been sought and denied;

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- (2) accrued leave has been exhausted; or
 - (3) the employee requests to use leave without pay (requires approval by director).
 - (4) in order to record the use of benefit time, exempt employees are required to complete an exempt employee leave form reporting their vacation and sick usage and submit it to the Payroll Staff Accountant following approval by the appropriate Director or City Manager.
- (c) Prorated Wage. If part of a week is taken as leave without pay, a proportionate part of the weekly wage will be paid to an exempt employee for the part of the week worked. A proportionate part of the weekly wage will also be paid to an exempt employee for the part of the week worked in the initial or last week of employment.
- (d) Compensation for Overtime Work.
- (1) Overtime pay. Nonexempt employees, other than sworn employees of the fire and police departments, are entitled to overtime pay or overtime compensatory leave for all hours worked in excess of 40 during a seven-day work period. Sworn employees of the police department are entitled to overtime pay or overtime compensatory leave for all hours worked in excess of 80 hours in a 14-day work period. Sworn employees of the fire department are entitled to overtime pay or overtime compensatory leave for all hours worked following a 28-day work cycle as permitted under the Fair Labor Standards Act. This policy is adopted pursuant to Section 207(k) of the Fair Labor Standards Act. Working of overtime hours must be approved in advance by the appropriate supervisor.
 - (2) Compensatory leave. Nonexempt employees will be granted compensatory leave at the rate of one and one-half times the actual overtime hours worked, upon approval of the employee's supervisor, if the supervisor determines the leave will not be unduly disruptive to the department. Compensatory leave may be accrued to a maximum of: 48 overtime hours worked unless special arrangements are made by the department director, 16 and 8 Hour Shift Personnel in the Fire Department may accrue up to 72 hours, and school resource officers, task force staff, and community resource officers in the Police Department may accrue up to 80 hours.

Compensatory leave may be taken in increments of not less than one-quarter hour, unless the department director establishes a greater minimum increment of no more than one hour. The city may, at its discretion, pay a nonexempt employee at any time for all or part of accumulated compensatory leave or may require that a nonexempt

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employee take accumulated compensatory leave, except for members of police or fire department as defined by state regulation. For members of police or fire department as defined by state regulation, compensatory time may be taken or paid out when there is mutual agreement by the city and the employee. The accrual of compensatory leave is governed by the Fair Labor Standards Act and also by the local government code for members of the police and fire departments as defined in the code.

- (e) Exempt employees. Exempt employees do not receive overtime pay nor accrue compensatory leave. However, Exempt employees may take time off from work in recognition of extra hours worked, upon manager approval.
- (f) Recording compensatory leave. If an employee works in excess of the number of hours in the employee's shift during the same work period as the employee takes compensatory leave, the amount of time the employee worked in excess of the shift on all worked days, is subtracted from the amount of time the employee actually took compensatory leave, when the compensatory leave taken is recorded in the leave records.
- (g) Paid Time Off/Paid Leave in Calculating Overtime Hours.
Paid time off benefits/paid leaves are not considered hours worked for purposes of calculating overtime hours including Holiday;
 - (1) An employee is charged with paid time off/paid leaves only on days the employee would otherwise have been scheduled to work. No more than 40 hours paid time off/paid leave may be charged in one seven-day work period.
 - (2) If an employee takes any form of paid leave in the work week/work period and works over in another part of the week/period, the paid leave hours are not required to be reduced by the amount worked over unless the arrangement was considered a flexible schedule, hours worked over were not approved nor deemed necessary by the supervisor, or hours were worked during the employee's normal shift while on leave (the combined hours worked during the shift and on leave for the shift will not exceed the scheduled shift). Departments may implement staffing and schedule guidelines to manage the use of paid leave and hours worked within the work period.
- (h) Fire Department personnel: Paid time off benefits/paid leaves are not considered hours worked for purposes of calculating overtime hours except for Holiday. Protected overtime is paid every pay period, and the FLSA Overtime is paid based on at the end of the standard 24 hours on duty (a 16 and 8 Hour Shift) /48 hours off duty 28-day cycle schedule, which is as permissible by the Department of Labor under the; Fair Labor Standards Act provisions. For more information, Fire Department personnel should refer to the payroll section of the finance department and/or the fire chief. Holidays are not included in the calculation of

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~~overtime for fire department personnel. See the Vacation, Sick, Leave of Absences, and Other Absences from Work Chapter for more information.~~

(i) Police Department Commissioned Personnel: Overtime is paid based upon a 14-day duty schedule, which is permissible by the Department of Labor, Fair Labor Standards Act. Holidays are paid as straight time and are not included in the calculation of overtime.

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(j) Overtime Rate.

A nonexempt employee will be paid for overtime worked at the rate of 1-1/2 times the employee's regular hourly rate of pay. For purposes of calculating overtime pay, this hourly rate shall include base, merit, incentive, and longevity pay and stand-by pay.

(k)

(4)

Authorization for Overtime. An employee shall not be permitted to work overtime unless authorization has been given by the department director in advance. The department director or designee has the responsibility to determine that funds are available before authorizing overtime work. A department director may authorize overtime under the following circumstances:

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- (1) hours worked in excess of the number of regularly scheduled hours for the work week;
- (2) a call back for an emergency, if otherwise off duty; or
- (3) attendance at an approved training class or city sanctioned meeting, required by the department director, if time for attendance is in addition to the employee's regular work schedule.

(l) Documentation of Overtime.

The Human Resources or finance department (staff accountant-payroll) shall keep records of all overtime worked and compensatory time accrued and taken by nonexempt employees. Department directors should report overtime hours worked in their departments, with departmental payroll records. The records must include the following information:

- (1) number of overtime hours worked each work week or work period;
- (2) number of overtime hours paid each work week or work period;

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- (3) number of compensatory hours accrued and used each work week or work period;
- (4) number of compensatory hours compensated monetarily, the amount paid, and the date of payment; and
- (5) any written understandings or agreements with respect to the accrual and use of compensatory time.

(mk) Call Backs and Scheduled Overtime. (revised 12/31/15)
(01/01/19)(10/01/20)(10/01/21)(10/01/22)

- (1) This policy applies to the divisions and departments that participate in a weekly On-Call program or standby pay practices.
- (2) Responsibility:
 - (A) Directors/Managers: Oversee the record keeping, assignment of on-call or standby status, and the other procedural decisions related to paying an employee to be on-call or in a standby status in order to respond to emergencies, repairs, etc.
 - (B) Employees: Accurately record incidents of call-back assuring that department management is kept informed when situations arise warranting an on-call or call-back status.
- (3) Requirement for on-call status. An employee who provides essential services to the public is expected to respond to a reasonable assignment by the employee's supervisor to be in "on-call status" periodically. The employee is free to pursue personal activities, but must respond to a call back within designated guidelines, set by the department director. On-call status is not considered time worked and will not be counted in the total number of hours the employee works during the work period. However, employees will receive a flat rate of on-call pay for each week they are in "on-call status."
- (4) Policy Elements.
 - (A) Designation of "on call": An employee will be considered to be officially scheduled and designated as "on-call" when an on-call need has been identified by the department director, instructions have been communicated by the supervisor to the employee concerned and the

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employee has acknowledged the on-call status and availability instructions; and the employee indicates to the supervisor how the employee can be contacted by phone.

(B) Timeline for On-call Status: Employees are in “on-call status” for a calendar week.

(5) Pay for On-Call/Call Backs (except Police Department).

- (A) Employees called out 1 or fewer times per week will be paid \$100 for being in an on-call status.
- (B) Employees called out 2 or more times per week will be paid \$200 for being in an on-call status.
- (C) When an employee who is designated as “on-call” is called back to work, they will receive a minimum of one-hour of pay. When an employee is not in an “on-call” status but is called back to work, the employee will get a minimum of two hours of pay. Time worked during the call backs will be at overtime rate even if hours worked during the week had not reached the minimum hours worked for overtime in the work period, provided the employee had actually left work for the day and was required to physically return back to the worksite.
- (D) Employees who are called back into work will have the Call Back event protected and can be paid for the event in excess of the normal scheduled hours on the timesheet. However, employees who are scheduled to use leave in the week called back may elect to reduce the leave hours equal to the call back hours worked and use that leave time on a future date as approved under the normal leave approval process. Holidays/Weekends - No additional pay or arrangements are paid for holidays or weekend except as noted in (E).
- (E) Full-time employees that would typically have been off on a holiday with the rest of a department or work group, but are required to work either on an actual holiday (or observed holiday as substitute) to support city services or events will be paid at overtime rate for hours worked on such holiday as call back (excludes Golf and Police/Fire normal scheduled operational shifts).

(6) Pay for On-Call (Police Department).

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- (A) Employees designated on call for the week will be paid a flat rate of \$100 for 1 or fewer call backs, \$200 for 2 or more call backs, and any time worked while called back in to work. Hours worked will be paid in accordance with the normal regular and overtime rates based on hours worked in the period.
- (B) Certain police assignments with advanced approval may receive call back pay when not designated on call for the week. When an employee is in an approved assignment for this arrangement, the employee will get a minimum of two hours of pay when called back, and the time worked during the call back will be at overtime rate.

(n+) Longevity Pay.

~~(1)~~ ~~(1)~~ ~~(1)~~ Fire and police departments. In accordance with the requirements of state law, sworn employees of the fire and police departments shall be paid longevity pay at the rate of \$4.00 per month for each completed year of full-time service to a maximum of 25 years of service.

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~~(2)~~ Other employees. All other full-time employees shall be paid longevity pay after five years of service at the rate of \$4.00 per month for each completed year of full-time service to a maximum of 25 years.

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~~(3)~~ Longevity payments will be paid on a per pay period basis except for those employees that are grandfathered with an annual lump sum payment method.

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(om) Incentive or Certification Pay. (revised 10/01/20)(10/01/21)

An employee who obtains a specialized certification that is recognized by the City Manager as beneficial to performance of the employee's duties, may be paid a flat annual rate, calculated and paid out per pay period, in addition to the employee's regular pay. The rate of payment for incentive pay and eligibility to receive incentive pay will be established through adoption of the annual operating budget. Director level positions and above are not eligible to receive incentive pay. Employees on an unpaid leave of absence are also not eligible for incentive or certification pay for pay periods where there is no compensation paid to the employee. Human resources will maintain the official list of positions and employees qualifying for incentive pay.

9.5 **Payment of Compensation upon Employee's Death.** (revised 10/01/20)(10/01/21)

- (a) An employee may complete a Terminal Pay Beneficiary Designation form to designate the payee of the employee's final earnings upon the death of the employee. This form should be reviewed and updated routinely by the employee.
- (b) If no Terminal Pay Beneficiary Designation form is on file for an employee, compensation due a deceased employee for any final wages, sick and vacation benefits, or other due income will be paid in accordance with the state statute. A deceased employee's wages is the property of the deceased person's estate and payment can be made to the executor/administrator of the estate upon receipt of a probate court issued letters testamentary or letters of administration, confirmation of the identity of the executor/administrator, and having executor/administrator sign for receipt of the wages. In the case of a deceased employee that was married at the time of death, the payment may be made to the surviving spouse if that person presents a suitable affidavit that no executor or administrator has been appointed.
- (c) Sick and vacation will be paid according to leaves policies with the exception of waiving the waiting period and length of service provisions.

9.6 Compensation Plan Design

- (a) All employees of the city are compensated on the basis of one or more position classification and compensation plans. These pay plans are based on wage schedules adopted annually by the city council as part of the budget. The wage schedule consists of a series of pay grades to which city positions are assigned according to the type of work, difficulty, and responsibility entailed.

9.7 Temporary Assignments. (revised 01/01/13) (10/01/18)

- (a) Non-public safety personnel: A department director may designate an employee to fill a position on a temporary basis. A person temporarily filling a position in a higher classification shall be paid the base wage of the higher position or a wage that would provide at least five percent increase, during the time the employee performs the duties of the higher position. The wage paid will be dependent upon the scope of temporary duties and the length of time the temporary assignment is in place.
- (b) Public Safety commissioned staff who are responsible for serving as Officer in Charge (OIC) during a shift(s) will be paid in accordance with the Public Safety Step Plan- see Public Safety Step Plan for OIC pay matrix. (effective 12/1/12) (10/01/18)
- (c) Officer In Charge (OIC) compensation is subject to budgetary review on an annual basis. This compensation is subject to change.

9.8 Temporary and Part-time Employees.

An employee who regularly works less than the established hours of employment for each month, may be paid by the hour or pursuant to a wage scale proportional to the amount of time worked. The Wage or hourly rate will be determined during the budget process.

9.9 Wage upon Promotion or Demotion. (10/01/22)

(a) **Promotion:**

i. Non-sworn personnel who are promoted to a position in a higher pay range and are below starting pay for the promotional position, shall be paid at least the minimum of the position's internal starting pay or 5%, whichever is greater. Otherwise, those who are above the internal starting pay for the new position will have pay determined based on current pay in the new pay range, skills, experience, and pay compression with others currently in the new position with the same or similar skills, without going over the maximum of the pay range. Compensation above the minimum standards must be reviewed with the Director of Human Resources and approved up to the City Manager.

ii. Sworn personnel who are promoted are paid based upon a pre-determined matrix.

(b) **Demotion:** Employees who are demoted (voluntarily or involuntarily) will be paid no more than the maximum of the pay grade to which the employee demotes.

9.10 Wage upon Transfer.

If an employee is transferred from one position to another in the same classification or the same wage range, the wage and merit eligibility date shall not change.

9.11 Maximum Base Wage.

Newly-hired employees are generally brought in at the entry level in the pay grade for the employee's position. At director discretion an employee may be hired at a base pay higher than entry level if the director documents the experience, skills, qualifications that warrant a higher pay and advise the Human Resources Director of the pay structure planned. Internal equity for other employees will be taken into consideration during these decisions.

An employee shall not be compensated at a base rate higher than the maximum for the position unless the employee was above the maximum wage for the position at the time the plan was adopted.

9.12 Additional Taxable Benefits.

Some city-provided benefits are subject to being taxed on the value of the items. The Internal Revenue Service considers this benefit a form of compensation. As a result, applicable employees receiving city-issued clothing will be required to document the items received on a form (generated by the Finance Department), and the appropriate

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taxes will be deducted from employee wages. Other items provided to employees for their use, as designated by the Internal Revenue Service, may fall under this provision. When this occurs, the employee will be notified as soon as possible.

9.13 Safety Leave Pay.

In keeping with the city's safety policy, non-sworn personnel will be required to be off the clock at least six hours for each 24-hour period. If a director needs to authorize safety leave for the express purpose of allowing sleep time for an employee who is assisting during Public Works or other related emergencies, the director may do so. Safety leave is for non-exempt employees who are called back to work outside of the scheduled work hours and who are on duty for an extended period of time. The affected employee(s) will be paid straight time for up to six hours. This time period will be classified as Safety Leave, and coded as such on the employee's time sheet. This will be used on a limited and select basis for the express purpose of addressing emergencies while still assuring adequate rest for essential personnel.

9.14 Pay Periods.

Wages shall be paid on alternating Fridays with 26 paychecks per year. If a scheduled payday falls on a holiday or weekend, paychecks will be issued on the last work day preceding the holiday or weekend.

9.15 Pay Methods

All employees will be paid their wages via direct deposit.

9.16 Separation Pay. (revised 12/31/15) (01/01/19) (10/01/20) (10/01/21)

(a) Employees that terminate from City employment will be eligible for certain payments in their final check, which is paid in the next normal pay schedule, as follows:

- (1) accrued, unused compensatory time, if applicable, regardless of length of service or reason separating employment with the City.
- (2) accrued, unused vacation time up to maximum paid upon exit criteria if employee completes one year of employment with the City and meets the separation requirements listed in Employment Separation Chapter.
- (3) accrued, unused sick leave according to maximum paid upon exit criteria if employee completes five years of employment with the City and meets the separation requirements listed in Employment Separation Chapter.
- (4) Retirement or resignation notice periods are paid as long as the employee works the notice period in accordance with normal pay practices and

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provisions. Pay in lieu of working the notice period is not typical and will be determined by the City. Pay in lieu of a working a notice period requires Department Director, Deputy City Manager or City Manager, and HR Director approval.

- (5) Any indebtedness to the City, which the employee has incurred in the course of employment, shall be deducted from the final paycheck, in accordance with the limitations of the Fair Labor Standards Act (FLSA).

9.17 Payroll Records.

Nonexempt employees shall prepare an accurate record of all hours worked, to be submitted to the Finance department, on the scheduled established with human resources and the staff accountant for payroll functions.

9.18 Reporting Questions or Errors.

Employees who have reason to believe an error has been made in calculation of time or payment of wages should contact the Finance Department (Payroll Staff Accountant) or the Human Resources Department. Every effort will be made to correct errors and update records accurately.

9.19 Use of City Vehicles After Hours. (01/01/19)

Management has adopted the following policy regarding personal use of City-owned vehicles:

- (a) For business reasons, certain employees have been designated to drive a City-owned vehicle to and from their residence. This shall be the only authorized personal use of the vehicle. Individuals driving City vehicles may have occasions where an incidental stop is necessary between business stops. Such use shall not be considered to be in violation of this policy.
- (b) Unless required in the course of conducting official city business (i.e. police department transfer of an individual), no employee may transport any other person in a city vehicle. As an exception to this policy for special or unique circumstances, an employee may, in advance of transporting another person for non-business reasons, sign an insurance waiver in a form acceptable to the City's insurance carrier. These forms are available in Human Resources.
- (c) City vehicles cannot be used for supplemental income purposes, and only incidental personal items may be stored in the vehicle.

- (d) When applicable, the City will compute a daily value for the commuting which will be included in the employee's biweekly pay and reported on Form W-2 for the fringe benefit at the end of the calendar year. Such amount will be the minimum allowed by federal income tax laws.
- (e) In general, company vehicles allowed to be driven home are considered a convenience to the employee and the normal time commuting home to work and work to home at the beginning and ending of the shift is not considered hours worked for payroll compensation. There are exceptions when travel time is outside normal commute and when this occurs, such travel time will be paid according to federal and state pay regulations. Contact Human Resources for further guidance.
- (f) Note: Internal Revenue Service regulations require the City to maintain evidence which would enable the Internal Revenue Service (IRS) to determine whether use of the vehicle is in accordance with policy maintained by the City.

9.20 Work Related Training. (01/01/19)

- (a) If an employee receives approval for training including those offsite or out of area, which are required for their position or some other continuing education for the City and City related business, the pay will be considered regular hours worked (using training pay code for hourly employees) and will be paid according to federal and state wage and hour regulations. Actual expenses to attend such training, professional conferences, conventions or short schools, or to visit other cities for the benefit of the City will be paid or reimbursed at Director discretion based on approved budgeted expenses and in accordance with expense policies. All training costs and time must be approved in advance.
- (b) In the event a training or conference is not approved, employees that wish to attend may do so at their own cost and time by requesting vacation or comp time subject to manager approval as normal.

Chapter 10: Travel

10.1 Purpose and Penalty.

- (a) Purpose. The purpose of this travel policy is to regulate expenses for out-of-town travel, local meetings, entertainment, personal car mileage, and other travel related expenses. The policy applies to all employees of the city who are authorized to officially represent the city at various conferences, meetings, conventions, seminars, and other functions. The policy:
 - (1) governs and regulates the financing and reimbursement of allowable expenses incurred by city employees in their official capacity as a representative of the city; and
 - (2) provides uniform guidelines and procedures for submission and processing of allowable expenditure requests and establishes proper accounting for approved, allowable expenses, including travel advances and cash expenditures, made for the purposes authorized by this policy.
- (b) Penalty for Non-Compliance. Failure to comply with all provisions of this policy may result in corrective disciplinary action up to and including termination.
- (c) At all times employee conduct while on travel will be exemplary and will reflect positively on the city. This includes conduct at parties and dinners, decisions related to what establishments will be frequented and other related behavior.

10.2 Responsibility for Administration of this Policy.

- (a) City Manager. By city charter, the City Manager is designated as the employee who has financial responsibility for administration of funds. The City Manager may designate the Finance department to oversee daily administration of this policy. However, questions that arise related to expenses for travel outside the scope of what is covered here will ultimately be resolved by the City Manager.
- (b) Department director. The department director is responsible for communicating and administering the provisions of this regulation to employees and approving expenses as legitimate business related items. Directors may delegate the on-going administration of this policy to managers and other subordinate personnel. However, each director is ultimately responsible for the proper administration of the policy. Furthermore, any recommended deviation or exception to the provisions of the policy may not be delegated and must be specifically submitted in writing by the department director.
 - (1) Prior to allowing any employee to register for training, schedule business related trips, make accommodations for lodging, or otherwise incur

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financial obligation as a representative of the city, directors shall require employees to be advised that they are expected to understand the entire travel policy. These employees shall be provided reasonable opportunity to review the policy and ask questions regarding its content, as they determine necessary. Furthermore, all employees must acknowledge such understanding and opportunity before traveling on behalf of the city. Finally, upon completing travel, employees are expected to acknowledge in writing, that they have in fact, complied with the terms of the policy.

(2) For purposes of this policy, whenever the employee requesting the reimbursement or advance, is a director, the term “department director” shall refer to the Deputy City Manager or the City Manager, whichever is applicable. Likewise, whenever the employee requesting reimbursement is the Deputy City Manager, the term “department director” shall refer to the City Manager. The City Manager's reimbursement or advance requests shall be submitted to the Deputy City Manager for policy compliance review only.

(c) Director of Finance. The Director of Finance is responsible for the overall administration of the provisions of this travel policy. The Director of Finance and the department director, as well as any other employee, shall have the responsibility to report any abuse or misuse of travel and training funds to appropriate members of management.

10.3 Expenses and Documentation.

(a) Expenses must be reasonable. The allowance for expenses shall consist of the actual costs which a reasonable and prudent person incurs related to travel and local meeting attendance. Employees are expected to be conservative in their expenditures; as if such costs were being paid by themselves.

(b) Extraordinary costs. The city recognizes that the “cost of living” in some regions of the country may be sharply greater than corresponding prices typical throughout the Metroplex and the State of Texas. It is beyond the scope of this policy to detail or index a set of specific guidelines appropriate for all locales, at all times, in all circumstances. Whenever trips to such destinations (typically in the large northern metropolitan areas and along either coast) are anticipated, the department director may arrange for increased spending limits, by obtaining in advance, the written authorization of the City Manager or Deputy City Manager.

(c) Department restrictions. Due to budgetary constraints or unique situations existing within the various operations of the city, department directors may adopt more restrictive allowances and practices than those specified within this policy. These directives may be imposed within the departments on either a “standing”

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or “case-by-case” basis. Otherwise, the general guidelines outlined in this policy shall apply. (Each department has the sole responsibility to monitor compliance with any special, more restrictive procedures which they may impose from time-to-time. The finance department monitors only the requirements of this policy and the exceptions appropriately authorized.)

- (d) Meal expense documentation. In general, employees will be allowed a per diem amount to cover meals during travel. Any circumstances that fall out of the norm as described in meal allowance below will require receipts and/or documentation.
- (e) Documentation of hotel, transportation or extraordinary expenses. Requests for reimbursement shall be returned to the originating department for further clarification whenever acceptable documentation is not provided. Acceptable documentation is a service provider name or logo printed receipt, where available. No reimbursement will be made for costs in excess of the maximum allowances except for “extraordinary expenses” as covered by this policy. Expenses in excess of maximum allowances are the responsibility of the employee. If receipts are lost or otherwise unavailable for submission with the claim for reimbursement, claimed expenses are subject to denial at the discretion of the Deputy City Manager or the City Manager, if applicable.
 - (1) Employees are expected to exert reasonable efforts to obtain and turn in original receipts for hotel, transportation, and extraordinary expenses. If a receipt is lost or otherwise unavailable, the employee may in some cases, be reimbursed. Such reimbursement may be granted if the employee provides adequate, reasonable, persuasive, and detailed documentation addressing the absence of the items. Reimbursement will be denied to the extent that the absence of receipts results from the carelessness or inattention of the employee. If a service provider does not present a receipt, the employee is expected to request documentation. An employee who asserts that documentation was “unobtainable” will be presumed to have performed such attempts and the supporting documentation should specifically refer to the employee’s unsuccessful efforts.

Note: Most service providers will produce receipts and itemize charges (although some must be specifically requested to do so).

- (2) Although employees are not expected to go to unreasonable measures to obtain detailed receipts for hotel, transportation or extraordinary expenses, extra effort is expected when documenting items which cannot be supported by receipts or other vouchers created by service providers.

In no case, should an employee ever personally create and submit documents which:

- (A) have the appearance of material provided by a service provider;
or
 - (B) could reasonably be presumed by a reviewer of the reimbursement request to be the documentation provided by a service provider when in fact, the item was created by the employee.
- (3) Without exception, such activity will be viewed as deceptive and a violation of this policy. Reviewers of reimbursement requests presume that items bearing the appearance of documentation typically obtained from service providers were in fact obtained from the service providers. Employees should take care that their own personal record keeping efforts will not reasonably be confused with the documentation of service providers.

10.4

Allowable Travel Expenses.

- (a) Generally. Actual, reasonable, and appropriate living expenses, within the specified limits, may be claimed by all city employees when they are representing the city on official business away from the city. Living expenses that will be reimbursed include the items listed and explained in this section.
- (b) Lodging. Employees must seek reasonably priced hotel rooms of acceptable quality. Employees must consider transportation costs, time, and other relevant factors in selecting the most practical and economical accommodations. This provision should not deter an employee from staying in a hotel where the meeting or convention to be attended is held. Overnight accommodations for conferences and training sessions and other meetings within the Metroplex must be justified in writing and approved by the department director.
- (c) Meals. Employees will be authorized a maximum per diem allowance for overnight travel only as stipulated in the most current Internal Revenue Service publication #1542, "Per Diem Rates" for meals during travel. The correct rate will be the meal and incidental expense (MandIE) per diem amount under the high-low substantiation method effective for the fiscal year in which the travel occurred. Any per diem allowed above the maximum as published in the IRS regulations will be itemized and substantiated with receipts.

The daily per diem is intended to cover the costs of meals, snacks, and gratuities. The amount allowed per diem is determined by the time of day of travel (see below). In some cases, advances will be given for meal per

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diems, and in some cases the city credit card will be used. If a city credit card is used for per diem expenses, receipts should not exceed the daily per diem rate.

- (d) Partial day Allowance (over-night travel only). Partial per diem rates shall be provided based on the time of travel. Per diem for travel days will be set at 75% of the daily rate for the business trip.
- (e) Allowances (same day round trip travel). Advance issue of funds for meals for same day round trip training or travel may be approved at director discretion. These funds will be subject to withholding for income tax purposes and are considered compensation/income. See the Travel Chapter for procedures on securing advance funds.
- (f) Receipts: Receipts are not required to be turned in for meals, snacks and tips when cash is used. Receipts are required when the city credit card is used in keeping with the city's purchasing card processing policies.
- (g) Allowances at Training and Seminar Events (overnight travel only). A per diem allowance will be given for conference/seminars that do not include meals as a part of the registration fee. If meals are included, per diem will be reduced accordingly for each meal provided.
- (h) Ground Transportation. Employees may claim reasonable actual ground transportation expenses, including shuttle services and taxis, if documentation for these expenses is submitted along with the written approval of the department director.
- (i) Parking. Employees may claim actual parking expenses. Whenever possible, receipts should be submitted for parking fees. For parking meters or parking lots where receipts are not offered, the employee should submit a handwritten, signed, accounting of the expense.

10.5 Non-allowable Travel Expenses.

The cost of alcoholic beverages, laundry, dry cleaning, in room movies, limousines, tours, personal entertainment, or other recreational activities that are not included in the cost of the registration or that are not an integral part of the conference or training session will not be reimbursed by the city. When an employee is accompanied by a spouse, family member or other guest, the employee will be responsible for all the guest's expenses and will be reimbursed only the expenses the employee would have incurred traveling alone.

10.6 Transportation.

- (a) Selecting transportation. Employees shall be flexible as to time of day, carrier selection, and routing in order to minimize total travel costs. Reimbursement may be made for travel performed by public motor vehicle, common carrier, chartered vehicle or privately owned vehicle. The principal mode of travel shall be approved in advance by the department director, taking into account such factors as parking, distance to and from airports, and the location of the event. The department director should generally designate the most economical mode of travel, taking into consideration the following factors:
- (1) the nature of the business;
 - (2) the time of the travel, cost of transportation and meals, lodging, and incidental expenses required; and
 - (3) the number of persons traveling and the equipment and material to be transported. Whenever an employee, for the employee's own convenience, chooses a mode of transportation which is not the most economical option, the city will reimburse only the amount of the least expensive alternative.
- (b) Airline. Except for reasons of time, or extenuating circumstances, trips of 200 miles or less (one way) shall be by city or personal vehicle, not air travel. Exceptions must be approved in writing by the department director. Airfare will generally provide more economical transportation between more distant destinations. If an employee chooses to travel by personal vehicle, the total mileage reimbursement may not exceed the price of a coach airfare ticket for the same distance traveled. Those employees receiving a car allowance will have the roundtrip reimbursement mileage reduced by 60 miles to account for Metroplex mileage. The price of airfare used for mileage comparison should be the rate listed as of at least two weeks prior to the first day of travel. Exceptions may be made if the employee can demonstrate that notwithstanding the fact that the mileage reimbursement rate exceeded the price of coach airfare, that all factors considered, the total cost to the city was lower when using a personal vehicle as opposed to air travel.
- (c) Passenger Car. Whenever practical, employees traveling within the Metroplex, are encouraged to use a vehicle assigned to their department or if necessary and practical, arrange for the use of another city vehicle. Otherwise, the employee's personal car may be used. For purposes of this policy, the Metroplex is composed of two Primary Metropolitan Statistical Areas (PMSA). Dallas PMSA (Collin, Dallas, Denton, Ellis, Henderson, Hunt, Kaufman, Rockwall) and Fort Worth PMSA (Hood, Johnson, Parker, Tarrant).
- (1) Mileage will be reimbursed at the rate established by the Internal Revenue Service.

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- (2) When travel is by indirect route for the traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the most direct route.
- (3) Employees who receive a car allowance will not receive mileage reimbursement for travel within the Metroplex.

(d) **Rental Cars.** Under ordinary circumstances, the cost of rental cars will not be reimbursed except when ground transportation is not available or economical. Approval of a rent car must be obtained from the department director prior to making the trip. Documentation must be provided to support this request. Employees should waive the liability/collision option typically offered at an additional cost, by the rental agency as this coverage is provided under the city's insurance coverage.

10.7 Extraordinary Expenses

There may be isolated occasions when extraordinary expenses beyond ordinary living costs can be justified as having a direct bearing upon city programs or which otherwise could be of benefit to the city. Expenses not specifically addressed in this policy that are incurred by an employee are allowable when determined by the department director to be reasonable and necessary for the conduct of city business. These expenses must be individually reviewed by the director and recommended as reasonable and proper and incurred in the pursuit of city business. In such cases, approval for reimbursement of expenditures may be secured if adequate written justification is submitted to the finance department. Notwithstanding the responsibilities and duties of the department director, the finance director may forward expenditures which, in the finance director's judgment might be questionable, to the Deputy City Manager or the City Manager for approval.

10.8 Fraudulent Claims

The city will fund or reimburse reasonable expenses as described in this policy, that are incurred by employees at conferences, meetings, conventions, seminars, and other functions, to the extent that the amounts are: 1) authorized, 2) incurred, and 3) documented. Every claim submitted pursuant to this policy shall be substantiated by a receipt or voucher and shall contain a statement that the expenses are actually incurred by the traveler as necessary in the performance of their official duties. Each claim shall be accompanied by a written declaration that the claim is true and correct as to every material matter and that the employee has read and understands the city's entire travel policy. Any person who willfully makes and subscribes to any claim which they do not believe to be true and correct as to every material matter or who willfully aids or advises others in falsifying claims, will themselves be in violation of this policy. Whomever shall receive an allowance or reimbursement by means of a false claim shall be personally liable in the amount of the fraudulent payment for the reimbursement to the public funds from which the claim was paid. Fraudulent claims may also result in additional [corrective action disciplinary](#) procedures up to and including termination.

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For a definition of fraud, see the glossary in this manual.

10.9 Requests for Travel Advances.

- (a) When requested. When it becomes necessary that an employee travel in the interest of the city, the department director may request an Advance Payment Request Form from the finance department. The request should be prepared and submitted at the earliest practical time but preferably no less than seven full working days prior to departure.
- (b) Authorization. The Advance Payment Request Form shall include information indicating the name of the prospective traveler, amount requested, purpose of the trip, date(s), account number to be charged, and any other pertinent information. The employee shall sign the form indicating that the employee understands and agrees to follow this policy. The form shall then be signed by the department director and the City Manager or the Deputy City Manager of administration.

10.10 Filing Expense Reports.

- (a) Complete the Expense Report Promptly. Upon return from travel, the employee shall fill out an expense report for approval by the department director within 10 working days. If additional time is taken, it must be approved in writing by the department director, and the department director's approval must accompany the expense report at the time it is ultimately submitted.
- (b) Itemized Expenses. Each claim for expenses must be supported with an acceptable receipt. Miscellaneous items, such as pay telephones and parking meters, for which no receipt is available require hand written justification. Do not use guest receipts which are not original items provided by third party service providers or forms or vouchers which might reasonably appear to have been provided by third parties. Use only hand written documentation which is specifically acknowledged to have been produced by the employee. If an employee fills in an amount on a pre-printed "guest receipt", that figure should be initialed by the employee. Expense claims not supported by pre-printed receipts will be rejected unless written justification initiated by the department director is submitted. If a credit card is used for payment, whenever possible, the provider's bill/receipt/ticket should be submitted instead of the credit card receipt.

Whenever personal credit card receipts are used for documentation, employees should take care to fully obscure credit card numbers (for reasons of personal financial security).

- (c) Expenses of non-employees. Only department directors will be allowed to pay an expense not incurred directly by a city employee. Even in these instances, the

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directors must provide a detailed written explanation supporting the “business purpose” of the expense. Exceptions to this general rule must be documented by advance written approval of the department director.

- (d) Submit to department director for approval. The department director shall review, sign, and submit the expense report to the finance department within five working days of its receipt from the employee. When payment or documentation is not received within the required time, the finance department will discontinue any advances to that employee, and will provide a list to the Deputy City Manager or City Manager, of employees who are delinquent and whose privileges have been revoked. The department director is also responsible for ensuring that all expense reports are completed in accordance with this policy.
- (e) Return of Unused Funds. In instances where an advance of city funds was made and not entirely used, or if the trip was not taken, the employee shall return the unused funds to the finance department for credit to the proper fund. The original receipt of this refund transaction must be attached to the expense report and submitted to the finance department.
- (f) Finance department review. The finance department shall review the items submitted and determine their mathematical accuracy and compliance with this policy. The finance department will make any corrections under this policy determined necessary by its review.
- (g) Petty cash. Expense reports submitted for reimbursement of expenses \$50 and less shall be reimbursed through petty cash.
- (h) Appeals. Disagreement as to whether an expenditure is allowed, may be appealed by the employee or the department director, the Deputy City Manager, or the City Manager, if applicable. The provisions of this policy will be the guideline in the final decision.

Chapter 11: Employment Separation, Reduction in Force and Rehire/Reinstatement
(01/01/19) (04/01/21) (10/01/21) ~~(10/01/23)~~

11.1 Separation Requirements.

- (a) Employees must provide a written notice period for voluntary separation of employment as follows:
- (1) Retirement notice – Employees must give a written, 30-day notice and be available to work during the notice period.
 - (2) All other resignations - Employees must give a written, ~~two (2)~~-week notice and be available to work during the notice period. An employee may not extend their last day of employment with the city using paid leave except in the event of the employee being on an approved paid administrative leave of absence or a medical leave of absence where the employee is unable to return to work.
 - (3) The Department Director, City Manager, or Deputy City Manager may adjust the notice period or waive a notice requirement as described in (1) and (2) above after receiving a written resignation should such an adjustment be beneficial to the City. If the notice period is waived, the City shall determine if the employee is still considered to be eligible for vacation and sick leave payout.
- (b) Employees must return all city issued equipment, devices, uniforms, access badges and/or keys, and all other items at the time of leaving employment.
- (c) Vacation and sick leave payout eligibility at separation. An employee who meets the separation requirements below shall be entitled to payment of certain earned, unused vacation and sick leave as outlined in the chapter - Vacation, Sick, Leave of Absence, and Other Absence from Work. If an employee fails to meet the separation requirements, they shall not receive those payments. Unless other arrangements are made by the City Manager’s office, department director, employee, and director of human resources, an employee must:
- (1) meet the length of service requirements in the leave policy for payout.
 - (2) provide the proper written notice for voluntarily separations and return city-issued items noted in Separation Requirements (a) and (b) above.
 - (3) not be separating employment due to or in conjunction with circumstances involving an extreme or significant violation by the employee that could bring financial or other grievous harm to the City. Such violations include, but are not limited to theft, fraud, embezzlement, workplace violence, criminal acts against the City, or other serious matters as determined by the City. Any matter under investigation at the time of employee separation that could impact eligibility for payout will be fully investigated prior to making sick and/or vacation payments. All other compensation

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owed for hours worked and compensatory time will be paid out in the normal pay cycle in accordance with federal, state, and local regulations.

- (d) For other final pay provisions, see the Compensation Chapter under Separation Pay.

11.2 Reduction In Force (Layoffs). (01/01/19)

- (a) Procedures. Layoff of employees may occur when changes in duties, organization, or lack of work or funds necessitates such action. The order of layoff shall be determined by multiple factors to include the current operating needs of the City, employees' knowledge, skills, abilities, performance patterns, corrective action disciplinary history, and compliance with the City's guideline and standards. Length of service may be used as a determining factor when a decision needs to be made between employees of equal standing on those varying factors. When possible, employees to be laid off will be given 30 calendar days' notice. The Human Resources Department will coordinate all layoff actions with the affected departments.
- (c) Placement. When layoffs are required, every effort shall be made to place affected employees in other open positions for which they are qualified. A laid-off employee may elect to officially terminate employment with the City versus accepting reassignment with all of the rights of an employee resigning in good standing.
- (d) Re-Employment After Layoff. Employees are eligible for rehire when laid off. The City does not have recall rights. An employee may reapply with the City for open positions and will be considered along with other qualified applicants.

11.3 Rehire/Reinstatement. (01/01/19)

- (a) Rehire. Rehire of a former employee may be granted to applicants who can demonstrate acceptable prior service and meet current qualifications for the position. Rehire is at the sole discretion of the City.
- (b) Rehire when laid off. Providing an employee was laid off and accepts the first offer of rehire with the City, they will be reinstated with full service credit up to the time of layoff for purposes of longevity pay and vacation/sick accrual benefits. The accrual amount will be based on the new position for which rehired. Retirement benefits are managed at reinstatement in accordance with the policies of the Texas Municipal Retirement System regardless of rehire provisions above. Group health or other benefit eligibilities will be based on the re-employment date.
- (c) Other Rehires. Providing an employee left in good standing and rehires within ninety (90) days of separation, they will retain the same level of seniority for

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purposes of accruing vacation/sick benefits. The accrual amount will be based on the new position for which rehired. Employees rehired after (90) days of separation will not maintain seniority for purposes of accruing vacation/sick benefits. Retirement benefits are managed at reinstatement in accordance with the policies of the Texas Municipal Retirement System regardless of rehire provisions above. Group health or other benefit eligibilities will be based on the re-employment date.

Chapter 12: ~~_____~~ Employee Benefits

12.1 Benefits – Regular Employees (excluding Retirement). (revised: 8/2013) (01/01/19) (10/01/20)

- (a) Employees who are in positions that are budgeted for benefits (full-time and some part-time employees working 20 or more hours per week) receive a core benefits package inclusive of health, dental, LTD, life, employee assistance programs, vacation, sick, holiday pay, and other paid time off leaves as described in the Handbook. Other supplemental benefits may include options to purchase additional life for self and dependents, vision insurance, participation in deferred compensation and other related benefits.
- (b) Benefits are not guaranteed, and no part of the employment arrangement affords an expressed or implied guarantee of benefits. The availability of any and all benefits is contingent upon available budgeted funds and the approval of that budget by the City Council following recommendations by the City Manager and Human Resources office.
- (c) A summary of benefits is available for all employees to review in the Human Resources Department.
- (d) All full-time employees are required to be covered on the health plan. Some employees may be eligible for an opt-out provision if the employee has coverage from another employer-based plan (i.e. spouse's plan), the United States military, or retiree coverage provided from a prior employer/military.
- (e) Employees that leave City employment and are re-employed, will be required to meet the normal group health waiting period from the re-employment date.
- (f) In the event of an employee death, the City will provide six (6) months of COBRA coverage for medical, dental and vision for the current enrolled dependents and coverages as applicable; different or additional benefits may be available in accordance with state law for an in line of duty death.

12.2 Tuition Reimbursement. (revised 10/01/2023)(10/01/24)

Tuition reimbursement is intended to assist active, regular full-time and regular part-time employees in obtaining additional education to develop their careers within the City as well as improve performance in their current positions.

Eligibilities:

Employee Participation: In order to receive tuition reimbursement, an employee must have:

- Completed the six-month probation period prior to beginning of the course
- Be a regular, full-time or regular, part-time employee (working year round)
- Received an overall “meets expectations” on the employee’s most recent performance evaluation

Coursework: The City will reimburse for coursework as follows:

- Pursuit of an associate’s, bachelor’s or master’s degree from an accredited or recognized secondary educational institution that benefits the City.
- Participation in individual coursework (e.g. computer courses) directly related to the position currently held by the employee. The employee must have prior approval of the Department Director.
- Involvement in Spanish or GED courses (a degree plan is not required).
- Participation in online courses that meet the requirements of this policy taken from an accredited institution of post-secondary education as certified through a commission on higher education of a regional educational agency for colleges and universities.
- Participation in academies or other educational institution(s) that help foster career growth for current employees.

Courses not stated in the above specifications, continuing education courses, as well as training or education necessary for an employee’s continued employment are not eligible for this reimbursement.

Grade Requirement: To be eligible for reimbursement, an employee must submit proof of a grade of “C” or higher or passing for pass/fail courses. For courses where grades are not assigned, a certificate of completion by the institution will serve as proof of satisfactory for course completion.

Expenses: Expense eligible for reimbursement are tuition and mandatory fees. Books, optional fees, and late fees are not eligible for reimbursement.

Reimbursement amounts and application process:

Maximum Reimbursement: Employees are eligible to be reimbursed up to \$1200 per semester for qualified undergraduate out of pocket expenses and \$1500 per semester for qualified graduate out of pocket expenses. Reimbursements are limited to three semesters annually: Spring (January through May), Summer (June through August), and Fall (September through December). Institutions with other semester terms will be

aligned into one of the recognized semester periods for purposes of reimbursement eligibility.

The maximum reimbursement will be reduced by any amount received from other third party sources such as a grant, scholarship or tuition reimbursement from another employer, but does not include student or short-term loans.

Reimbursements are made dependent upon the availability of approved funds and per semester reimbursement amounts are subject to change per the approved budget. Reimbursements may be considered as taxable income as determined by federal tax laws.

Application, submission, and reimbursement procedure:

1. Employees must provide the following at least 30 days prior to beginning of each semester:
 - a. A completed tuition reimbursement request form signed by the employee and the employee's Department Director.
 - b. An official and current degree plan (only needs to be submitted once at the time of the first reimbursement request or as updated) to be kept on file with Human Resources for intended coursework approved by the Department Director.
 - c. A copy of the registration form listing the current semester's coursework.
 - d. A copy of the paid receipt itemizing tuition, fees, and any financial assistance for the current semester's coursework, if available. An itemized, paid receipt must at least be provided when submitting the passing grade for the actual reimbursement.
2. An acknowledgement will be sent to the employee informing him or her of the coursework tentatively approved.
3. Reimbursement requests will be date stamped as they are submitted. Allocations will be made for such requests in the order they are received according to policy until the amounts budgeted for the operating year have been exhausted.
4. Employees must submit a copy of the passing grade report (or certificate) and itemized, paid receipt (if not provided with the original request) to Human Resources no later than 30 days after the completion of coursework to complete the reimbursement request or reimbursement may be forfeited.
5. HR will review, process approved reimbursements, and notify employee of status.
6. Employees will receive reimbursement as a separate check generated through Finance.

7. In order to receive tuition reimbursement, employees must maintain an active status until reimbursement is issued.

Service Requirement:

An employee must fulfill a 24-month service requirement with the City, which begins from the date of each reimbursement. The employee must agree to execute a written agreement that provides that if the employee voluntarily terminates employment with the City prior to fulfilling the 24-month service requirement, any reimbursements paid by the City shall be repaid either by personal check or, with prior authorization, from the employee's paycheck.

The City reserves the right to modify, amend, suspend or terminate this policy, its standard practices, and its administrative procedures at any time, at its sole discretion. Payment of reimbursement does not constitute an agreement of continuation of employment with the City.

12.3 Retirement Benefits. (01/01/12)(02/04/13)(06/06/16)(10/01/21)(10/01/23)

- (a) Retirement pension system. The city participates in the Texas Municipal Retirement System (TMRS). All employees regularly scheduled 1000 hours per year or more are required to be members of and contribute to TMRS. Employee contributions to TMRS are deducted from the employee's paycheck each payroll period. The city also makes a contribution on behalf of the member employee. All retirement activities are governed by the Texas Municipal Retirement System Act.
- (b) Deferred Compensation. The city will participate in deferred compensation plans on a pre-tax or post tax basis for optional employee only contributions so employees may have the ability to build retirement income outside the city provided pension plan.
- (c) Insurance Benefits Policy for Retiring City Employees.

General Policy Statement: This policy outlines the benefits offered to retirees from the City of Burleson, the qualifications for eligibility, and the administration of retiree benefits. All elements of this policy are subject to change by action of the City Council. This policy applies to persons retiring on or after January 1, 2012. Exceptions made to this policy must be approved by formal vote of the City Council and maintained in the retiring employee's personnel file.

- (1) Responsibility

- (A) It is the responsibility of the City Manager (or designee) and the Human Resources Director to review, update, and administer this policy, having briefed Council as appropriate.
- (B) It is the responsibility of the Finance Director to maintain budgetary records as needed and accurately report retiree benefits in financial reports.
- (C) It is the responsibility of retiring employees to utilize this policy in good faith and to regularly and completely disclose needed information upon retirement and following retirement to assure the policy's intent is followed.

(2) Qualifying for and Administering Retiree Insurance Benefits

- (A) An employee must be qualified to retire under the standards of retirement as established by TMRS to qualify for any medical, dental, vision or other insurance benefit for retirees at the City of Burleson, and
- (B) An employee must have completed five (5) years of consecutive service immediately prior to retirement with the City of Burleson and/or meet whatever vesting requirement is in place with TMRS (whichever is greater) at the time of retirement,
- (C) An employee must provide a 30-day written notice of retirement to their supervisor and Human Resources. The notice period timeframe may be waived without affecting eligibility due to reasonable circumstances as determined at the discretion of the City.
- (D) The retiring employee must inform the City, not later than the day on which the person retires, that the person elects to continue insurance coverage with the City. Failure to advise the City of this election on or before the day on which the person retires will result in individual being ineligible for retiree insurance benefits.
- (E) Retirees are eligible to participate in retiree health insurance with the City of Burleson only until Medicare eligibility or as long as the retiree does not have access to other coverage as outlined in (F).

(F) Pre-Medicare Eligible Retirees

1. Pre-Medicare retirees are not eligible to be on the City's medical and/or dental plan if they have access to health and/or dental

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coverage upon or after retirement through another group plan/employer's plan or have voluntarily chosen coverage under another individually held private health plan.

2. Retirees will be required to sign an affidavit upon electing initial retiree coverage and annually thereafter affirming they are eligible to be on the City's insurance plan.
3. Retirees that meet eligibility requirements to be on another group plan/employer's health and/or dental plan or chooses to obtain an individually held private health plan at any point after initial retiree enrollment must notify the Human Resources department immediately to discontinue the City's medical and/or dental retiree insurance coverage at the time they cease to be eligible.

(G) Medicare Eligible Retirees

1. Retirees or dependents that are Medicare eligible will be unenrolled from the primary health insurance plan upon Medicare eligibility.
2. Upon eligibility for Medicare, a retiree and/or eligible dependent may elect optional Medicare supplement coverage with a 100% of the premiums being paid by the retiree. The Medicare supplement plan will be reviewed annually in the budget and benefits review process.
3. If dependents are not yet Medicare eligible, a retiree may continue, at their own expense, dependent coverage options that they elected upon retirement after they become eligible for Medicare.

(H) Enrollment After Retirement

1. Retirees and retiree dependents may not enroll in the City of Burleson health plan at a later date unless item (G)(3.) applies below.
2. A retiree may continue coverage that is in place at the time of retirement until Medicare eligibility, but they may not elect new coverage.
3. Retirees who elect to enroll in a Public Exchange upon retirement, will be allowed to return to the City's retiree benefit plan during open enrollment, if their Public Exchange carrier ceases to participate in the Affordable Care Act Public Exchange system. The retiree is responsible for showing proof of enrollment in public exchange system and proof

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that the carrier has elected not to participate in the Exchange system going forward.

4. If the retiree loses coverage mid-year due to the carrier pulling out of participation in the Public Exchange system under the Affordable Care Act, the retiree has 30 days to re-enter the City health plan. This loss of coverage will be treated as a qualifying event.

(l) Ancillary Coverages (other than health)

1. A qualifying retiree (as defined above) may elect, upon retirement, the dental and other insurance products at their expense if they are utilizing Federally sponsored Medicare/Medicaid health insurance as their primary health provider as dental and other insurance products are not offered with Medicare/Medicaid benefits.

- (3) Service Benefit: Those employees who retire on or after January 1, 2012 and have extended years of service may be eligible for a retiree service benefit. This benefit is subject to annual appropriation by the City Council during the budget process. Subject to available funding, employees with service as outlined below will have a portion of their premium paid by the city (retiree premium only) for health and dental coverage for five years.

Years of Service with the City of Burlison	Percent of Retiree Only Premium Paid by the City	Maximum Years of Benefit
20 years of service	50%	Lesser of 5 years or until Medicare eligible
25 years of service	60%	Lesser of 5 years or until Medicare eligible
30 years of service	75%	Lesser of 5 years or until Medicare eligible

- (A) This benefit applies to non-contract employees. Employees with a written contract with the City Council should refer to their contract agreement for retirement benefit details.

- (B) This service benefit ceases and will not resume if during the five year period the retiree (a) obtains coverage through either their employer or their spouse's employer, or (b) becomes Medicare eligible.

(4) Financial Responsibility

(A) The retiree is responsible for 100% of premium costs for retiree and dependent health, dental, supplement policy, and any other insurance products offered for retirees. A retiree who elects coverage and fails to pay premiums or makes the decision to drop coverage for any insurance products elected upon retirement, will not be allowed to elect coverage later.

(B) The retiree is responsible for payment of insurance premiums in a timely manner as established by Human Resources. It will be assumed that those retirees who have not paid monthly premiums by the last day of the month are voluntarily dropping previously elected coverage. Re-election of coverage will not be possible.

(5) Plan Design

(A) The plan design for retirees is subject to change. As plans and premiums change, retirees will be required to re-elect existing coverage during open enrollment. Retirees are not guaranteed premium rates for future years upon enrollment.

(B) Retirees are eligible to re-enroll each plan year only for coverages they elected upon retirement and only if the retiree affirms they do not have access to other coverage as noted in 12.3 (c)(2)(F)(1). Additional coverages not elected upon retirement may not be added during annual open enrollment.

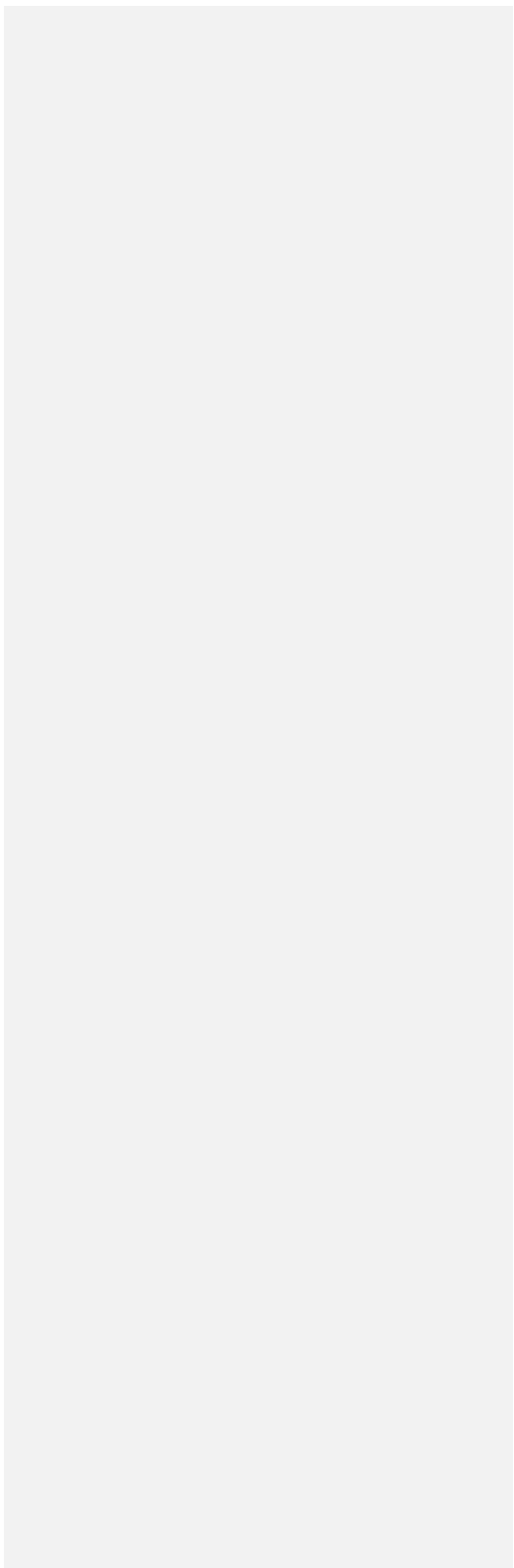
(6) Upon the Retiree's Death

(A) Surviving spouses who were covered under the retiree's benefits upon the retiree's death may remain in the health insurance plan. Premiums for the spouse will be the same as the premium cost for the retiree. If surviving children remain on the plan, the surviving spouse will be required to pay separately for the dependent coverage at the existing rate (retiree rate + dependent rate = total premium).

(7) Policy Revisions

(A) Procedural aspects of this policy related to annual open enrollment procedures may vary from year to year in order to fulfill the elements of this policy. However, the content and eligibility does not change without City Council approval.

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Chapter 13: Fraud

13.1 Purpose

The purpose of this policy is to establish a fraud policy to convey, both internally and externally, the intent and conviction that all City business is conveyed with integrity using the highest ethical standards possible. To accomplish this purpose, this policy seeks to establish rules that clearly define unacceptable behavior, prevent fraud and outline the appropriate response to allegations of fraud in connection with City programs, functions or activities. This policy applies to all City employees.

13.2 Scope

This policy establishes three key expectations of the City of Burlison:

- (a) Since “guard the public’s trust” is one of the core values of the city’s ethics mission statement, it is important to discourage and prevent fraudulent activity and report suspected fraud.
- (b) Strong procedures, outlined in this policy, will respond to allegations of fraud.
- (c) Investigation procedures ensure objective review of each situation.

13.3 Definitions

(a) Fraud: The intentional misappropriation of City assets by any act including, but not limited to, theft, embezzlement and intentional misrepresentation. Acts constituting fraud include but are not limited to:

- (1) Forgery or alteration of any document or account belonging to the City.
- (2) Forgery or alteration of a check, bank draft or any other financial document representing funds belonging to the City.
- (3) Misappropriation of funds, securities, supplies or other assets of the City.
- (4) Impropriety in the handling or reporting of money or financial transactions involving the City and any other entity.
- (5) Profiteering as a result of insider knowledge of City activities.
- (6) Disclosing confidential and proprietary information to outside parties.
- (7) Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to the City in return for a referral of business.

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(8) Unauthorized destruction, removal or personal use of records, furniture, fixtures and equipment belonging to the City.

(9) Embezzlement, larceny or any other misapplication of City funds.

(10) Any official misconduct including the misapplication or misuse of City funds, property or information.

(b) Appropriate law enforcement authority: A part of a state or local governmental authority or of the federal government that an employee in good faith believes is authorized to:

(1) Regulate or enforce the law alleged to be violated in the report; or

(2) Investigate or prosecute a violation of criminal law.

13.4 Policy

Fraudulent activity is prohibited. All allegations of fraudulent activity will be investigated. If it is determined that any employee has engaged in fraudulent activity, the employee will be subject to ~~discipline~~ corrective action, up to and including termination of ———employment, and referral may be made to an appropriate law enforcement authority.

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Retaliation against any employee for reporting what is believed to be fraudulent activity or for participating or cooperating in an investigation of an allegation of fraud, is prohibited.

13.5 Roles and Responsibilities

(a) City Manager:

The City Manager has overall responsibility for compliance with this policy. As a public official, the City Manager has a duty to disclose all evidence of fraud. For this reason, when determined necessary, the City Manager, in consultation with an appointed Investigation Committee, if set up under Sec. 13.5 (g) below, will refer information to the appropriate law enforcement authorities on items that may result in criminal prosecution. Where it does not impede or interfere with a criminal investigation or prosecution, the City Manager may provide information to the City Council concerning a particular fraud investigation.

In the event that allegations of fraudulent activity involve the City Manager, the allegations shall be reported to the Mayor and City Attorney. The City Council will investigate allegations of fraudulent activity involving the City Manager in the manner as set out in the City of Burleson Home Rule Charter.

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(b) Department Directors:

Department Directors have a responsibility to uphold the City's policy and to communicate the organization's values. They are expected to initiate appropriate preventative measures, implement necessary controls, encourage employees to attend training sessions and initiate investigations.

Department Directors will promptly report allegations or suspicions to the Director of Human Resources and will cooperate in investigations. This will be done prior to taking personnel action toward the employee(s) involved. Failure to report allegations or initiate investigations will result in corrective disciplinary action.

Department Directors are responsible for conducting reviews/investigations of alleged fraud when the Human Resources Director feels it is appropriate for the Department Director to do so. If the Human Resources Director conducts the investigation, Department Directors will provide all necessary assistance.

Department Directors are responsible for determining and enforcing corrective disciplinary action with the aid of the Human Resources Department.

(c) Supervisors and Managers:

(1) Supervisors and Managers have a responsibility to uphold the City's policy. In consultation with the Department Head's they are expected to initiate

(2) Appropriate preventative measures, implement necessary controls and initiate investigations by promptly reporting allegations to the department director or Director of Human Resources when they observe behavior that violates this policy and/or when they receive complaints alleging fraud.

(3) Supervisors and Managers are also expected to cooperate in all investigations.

(d) Director of Human Resources:

(1) The Director of Human Resources has the responsibility to ensure allegations of fraud are investigated in a timely manner.

(2) The Director of Human Resources is also responsible for conducting reviews/investigations of alleged fraud or notifying the Department Head that the Department Head should proceed with the review/investigation.

(3) The Director of Human Resources will develop and implement training programs designed to educate employees about this policy.

(e) Human Resources Department:

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- (1) The Human Resources Department will track cases and their disposition. However, if the case is a criminal investigation, no information made confidential by law or by discretion of the investigating officer will be maintained in the Human Resources Department to avoid impeding the criminal investigation. All criminal case information and documentation will be maintained by the investigating law enforcement authority. All administrative investigation case files will be maintained by the Human Resources Department.
 - (2) The Human Resources Department is responsible for advising City personnel in the determination and enforcement of corrective disciplinary action.
- (f) Employees:
- (1) Employees will not engage in fraudulent activity;
 - (2) Employees who are contacted by citizens with evidence or written allegations of fraud shall immediately report it to their department director, the Human Resources Department, a Deputy City Manager or the City Manager
 - (3) Employees who suspect fraud shall immediately report their suspicions to their supervisor for appropriate action, or as provided in 3.a or 3.b below. Immediately shall mean as soon as the employee has the means to contact their supervisor or the alternatives, but shall be no longer than twenty-four hours after the employee becomes aware of the suspected fraud.
 - (A)As an alternative, City employees can go outside the normal chain of command and report suspected fraud directly to their department director, the Human Resources Department, the Police Chief, a Deputy City Manager, or the City Manager.
 - (B)Employees may also make anonymous reports via the employee anonymous reporting hotline. Details of the anonymous reporting will be placed in this Handbook as an addendum and distributed to all employees. In order to assure that this type of report may be appropriately responded to, employees are discouraged from making anonymous reports via means other than the reporting hotline (notes, phone message, letters, etc.).
 - (C)Employees are required to cooperate fully during any City review or investigation of an allegation of fraud. Anyone informed of an investigation in progress shall ensure that strict confidentiality is observed so as to not prejudice the investigation. During an investigation, any employee contacted by the media should refer all questions to the Director of

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Marketing & Communications. Employees should be aware that:

- (1) They are to maintain the confidentiality of the information they receive (except in the event of a public information request, court order or otherwise authorized by law).
- (2) They will not be subject to retaliation for cooperating.
- (3) The Human Resources Department is available to provide advice related to the City's personnel policies.
- (4) If they have questions concerning legal consequences to them personally, they should consult with a personal attorney at their own expense.
- (5) Failure to comply with this policy could result in ~~corrective disciplinary~~ action pursuant to the City of Burleson Employee Handbook.
- (6) Employees who intentionally or knowingly make false accusations and/or provide false information concerning instances of fraud will be subject to ~~corrective disciplinary~~ action up to and including termination.

13.6 Investigation Committee:

- (1) Many issues may be handled through normal ~~corrective action disciplinary~~ procedures; however, when warranted, the City Manager may appoint an Investigation Committee to respond to fraud allegations.
- (2) The Investigation Committee could include but is not limited to the:
City Attorney, Deputy City Manager, Department directors, Representatives from the Human Resources Department, and/or a third-party consultant with expertise in the area of concern.
- (3) The committee's responsibilities will be to:
 - (A) Respond to fraud allegations through coordination of necessary resources in determining future actions regarding the investigation.
 - (B) Communicate all committee findings and recommendations to the City Manager.
 - (C) Refer all allegations suspected to be criminal in nature to the appropriate law enforcement authority.

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(D) Maintain accurate records of all matters related to the investigation.

13.7 **Investigation Types**

Depending on the seriousness and scope of the allegation, three types of investigations could be conducted. Some allegations may be considered less serious and can be handled by a Department Director while others may touch multiple departments and require an Investigation Committee.

If at any point within an investigation it becomes suspected that criminal activity may have occurred, whomever is leading the investigation shall promptly notify the appropriate law enforcement authority as well as the City Manager who will determine if the case should still be pursued as an administrative investigation in addition to any criminal investigation.

The three types of investigations are:

(a) Department Director Review

- (1) The Department Director, or designee, shall initiate an investigation within five (5) working days after the allegations have been received. All allegations shall be reported to the Director of Human Resources. The Human Resources Department will initially determine if a Department Director Review is appropriate and, if so, may assist in the investigation if the Department Director deems it necessary.

(b) Human Resources Review

- (1) The Director of Human Resources, or designee, shall initiate an investigation within five (5) working days after an allegation has been received. The Director of Human Resources or designee shall meet with the Department Director or designee to discuss the allegations and shall promptly report the allegations to the City Manager. The City Manager will make a final determination as to whether or not an Investigation Committee is warranted and if so, who will serve on that committee.

(c) Investigation Committee Review

- (1) When deemed necessary, an Investigation Committee appointed by the City Manager will prepare an investigation plan and coordinate with the individuals necessary to conduct different areas of the investigation.
- (2) If the committee suspects the conduct to be criminal in nature, the committee will forward all information to the appropriate law enforcement authority to

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take charge of any criminal portion of the investigation. If necessary, the Investigation Committee will serve as a resource.

- (3) The Investigation Committee will notify the Department Director of any allegations submitted to them that require an on-site investigation, when appropriate, unless it is determined that such notification will harm the investigation. When the investigation requires the inspection of City facilities and for equipment, the City may initiate a search in compliance with federal and state law.

13.8 Investigation Procedures

(a) The following procedures apply to all investigations, regardless of whom is leading the investigation:

- (1) An investigation shall be planned in coordination with the Human Resources Department and initiated within five (5) working days after the allegations have been received.
- (2) After all relevant information has been collected, a written report of findings regarding the allegations of fraud shall be completed. The Director of Human Resources and Department Director shall meet to confer about the findings and discuss the nature of appropriate action. Provided the investigation is not related to the City Manager the findings will be reviewed with the City Manager prior to final determination of ~~corrective disciplinary~~ actions to be taken.
- (3) A determination regarding the reported conduct will be made and communicated to the complainant, if necessary, and the accused employee.
- (4) Based on the findings, the appropriate supervisor will administer the appropriate ~~corrective disciplinary~~ action, including but not limited to, counseling, mandatory training, reprimand, suspension or termination of employees violating the provisions of this policy.
- (5) Any ~~corrective disciplinary~~ actions resulting from the application of this policy will be handled in accordance with the City's Employee Handbook.
- (6) A copy of the findings report shall be provided to the accused employee(s), the appropriate department director, the Human Resources Director, the Deputy City Manager, the City Manager and the complainant, if deemed appropriate. A copy shall also be placed in the personnel file(s) of the accused employee(s).

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(7) To the extent allowed by law, all documentation and matters regarding the investigation shall be handled with due sensitivity and confidentiality appropriate to the circumstances.

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Chapter 14: Work Related Injury or Illness (Revised 11/01/16)

14.1 Injury on the Job:

- (a) **Medical Care.** The supervisor is responsible for ensuring that an employee who is injured during the course of employment receives appropriate initial medical care. When notified that an employee has been injured, a supervisor shall:
 - (1) Assure that first aid is given, if qualified personnel are available.
 - (2) Call for emergency medical assistance, if the injury is serious, as may be indicated by, but not limited to, profuse bleeding, broken bones, unconsciousness, or shock; or
 - (3) Transport the employee to the emergency care facility designated by human resources or an approved physician, if the injury requires medical care but does not warrant emergency transport.

- (b) **Reports.** Regardless of the severity of the injury, an employee who is able must report immediately to the supervisor any injury incurred in the course of employment with the city. The immediate supervisor is responsible for filing the following reports with the Human Resources Department for inclusion in the employee's personnel file:
 - (1) Employee's First Report of Injury or Illness: must be filed within 72 hours of the occurrence of injuries resulting in medical treatment or lost time;
 - (2) Supervisor investigation report: an incident report to be filed within 72 hours of the occurrence of an injury, regardless of severity.

- (c) **Family Medical Leave and Injury Leave:** Employees with a serious work related injury or illness that results in a physician authorized absence of greater than three days, will have the absence designated as Family Medical Leave. Injury leave and Family Medical Leave will run concurrently.

- (d) **Physical Exam; Fitness for Duty**

An employee who has been injured at work shall obtain a physical examination from an approved physician if the employee has received emergency treatment at a hospital; or) the department director has reason to believe that the physical condition of the employee could result in danger to persons or property or that it interferes with normal work performance, and the department director instructs the employee to report for examination.

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- (e) Employees who receive treatment (non-emergency) from a doctor are required to seek care from a physician that is approved through the City's workers' compensation insurance carrier, Texas Municipal League (TML). TML has formed an "Alliance" with numerous area doctors, and employees are to see one of the designated doctors in the Alliance. If a specialist is needed, the employee will be referred through the Alliance physician. More information is available in Human Resources, and employees will work with department management and Human Resources and the TML carrier to follow required protocols.
- (f) Physician's release. If an employee receives treatment from a clinic or doctor, the employee must obtain a written release from the attending physician or the city-designated physician, indicating the employee's fitness to return to duty. The release must stipulate what kind of duty is permitted, specify limitations, if any, and state the date of the employee's release from medical care.
- (g) Physician Determination. If the physician determines that an employee is not able to perform all of the duties of the employee's position, as set forth in the job description, the physician will document the limitations.
- (h) Modified Duty.
 - (1) Purpose. The purpose of this section is to provide a process by which employees injured at work may receive temporary work assignments that will benefit their full recovery. It is not intended nor to be used as a disability program.
 - (2) Evaluation of injured or ill employee. When an employee is required to be absent from work because of an extended period of recovery from injury or illness, the employee's case will be reviewed by the department director and the Director of Human Resources. An examination and evaluation conducted by the attending physician or the city-designated physician will be used to determine the capabilities and prognosis for recovery of the injured or ill employee. A review of the potential work assignments will be conducted by the employee's director and the director of human resources to determine if an assignment is available which matches the injured or ill employee's training, skills and capabilities, as determined by the physician.
 - (3) Work assignment. A modified duty work assignment will be offered to an injured or ill employee if:
 - (A) a modified duty work assignment would enhance the recovery of an injured or ill employee and facilitate the employee's return to

the regular duty work assignment held before the injury or illness;
and

- (B) the employee's department director determines that modified duty is available. If no modified duty can be found within the department, the employee may be temporarily assigned to work in another department, if there is an existing opening for which the employee is qualified and that meets the employee's work restrictions. A temporary assignment does not constitute the creation of regular or long-term employment in the assigned position. The salary of an employee on modified duty will be paid by the employee's department and the employee will be returned to the original position and department when released for full duty. If modified duty cannot be found, the city will not create a position and the employee will remain on leave.
 - (C) Employees who receive a bona fide offer of temporary employment within a light duty assignment that complies with the physician's medical orders, may not refuse the work assignment. Refusal of the assignment will be considered insubordination and will subject the employee to ~~corrective disciplinary~~ action. Failure to report to duty for a light duty assignment will be considered absence without approved leave and further subjects the employee to ~~corrective disciplinary~~ action.
- (4) Length of modified duty work assignments. A modified duty work assignment may last until the time that the attending physician or city physician has set as the expected date of return to the employee's previous work assignment or until temporary work duties are completed, but not to exceed three months unless the City Manager gives written approval for a longer period.
- (5) Conditions of modified duty. As a condition of continuing in a modified duty work assignment, an employee must:
- (A) adhere to prescribed treatment and make reasonable efforts toward rehabilitation;
 - (B) accept progressively more demanding assignments as the employee's condition improves; and
 - (C) make visible progress in returning to full performance capability.
- (6) Termination of modified duty. An employee's modified duty work assignment will be terminated if:

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- (A) the employee is found performing beyond the modified duty restrictions;
 - (B) the work assignment is completed;
 - (C) the employee performs unsatisfactorily in the position;
 - (D) budgetary constraints do not allow continuation of the position;
or
 - (E) the employee's medical condition worsens.
- (7) Reassignments. If an employee's injury or illness will permanently prevent the employee from performing the essential functions of the employee's regularly assigned duties, the director of human resources in conjunction with the employee's director shall attempt to locate a suitable city position for the employee. Such position must be authorized and vacant and the individual must be qualified to perform the essential functions of the position. If no position is available at the time the individual is determined physically unable to perform the essential function of the employee's job, or, should the employee refuse to accept an available position, then termination of employment will occur. The city will not create a position.

14.2 Wages During Work Related Injury Leave (revised 01/01/2013)(10/01/2023)

- (a) Eligibility. A full-time employee, injured in the course of employment with the city is eligible for injury leave for 60 calendar days during the period of time the employee is unable to work due to the injury.
- (1) The Texas Workers' Compensation Commission will approve the workers' compensation insurance carrier to pay wages only for serious injuries. In general, a serious injury is one that a physician documents the employee is unable to work for more than eight calendar days. The City of Burleson relies on the physician to determine any physical work restrictions and when the employee can return to a full-duty status.
 - (2) It is the responsibility of the designated supervisor or timekeeper to code all timesheet records appropriately during missed time.
 - (3) The City of Burleson pays the injured employee's wages as a benefit on the day of injury and the first eight calendar days, if the above conditions apply.
 - (4) If the employee is approved to receive wages from the Texas Worker's Compensation Commission, the salary continuation benefit (see A.2, b, below) may apply, if the employee is unable to work after the eighth calendar day.

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(b) Salary Continuation Benefit for Non-First Responders. An employee who takes injury leave receives the following benefits:

- (1) The employee continues to receive the employee's current rate of pay, exclusive of overtime, for not to exceed the number of work periods in 60 calendar days. In exchange for salary continuation, the employee must endorse the employee's workers compensation wage benefits over to the city. It is the responsibility of the employee to turn in state issued workers' compensation wage to the Finance department. If an employee is unable to come to the department due to injury, alternative arrangements will be made via the Human Resources Department to assure the wages are exchanged.
- (2) If at any time the employee abuses the privileges related to the salary continuation benefit, their employment may be terminated immediately.
- (3) At the end of 60 calendar days, the employee may elect to supplement workers' compensation wage benefits by using accrued vacation, compensatory leave, or sick leave to make up the difference between workers compensation payments and the employee's full rate of pay.
- (4) After all accrued leave has been exhausted the employee shall receive only workers' compensation benefits as authorized by state law.

(c) Salary Continuation Benefit for Injured First Responders (as required by law).
(10/01/2023)

- (1) If a sworn member of the Police or Fire Department are injured specifically related to the line of duty and becomes incapacitated, the city shall place the injured employee on a paid leave. The leave provided will be fully paid for a period commensurate with the nature of the illness or injury and, if "medically" necessary, the leave must continue for at least one year.
- (2) If, upon the expiration of the initial leave and any extension(s), the employee remains disabled by a line of duty illness or injury, then the employee may use any accrued sick leave, vacation time or other benefits before being placed on temporary leave. If the employee exhausts any sick leave, vacation time, or other benefits and still requires additional leave, the employee must be placed on temporary leave.
- (3) If able, the firefighter, police officer or emergency medical services personnel may return to light duty while recovering from a temporary disability.

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(4) Medical documentation, completed by the employee's healthcare provider, will be provided to Human Resources noting any limitations and exclusions required of the employee will be used in determining any possible light duty work, if available.

(5) After recovery from a temporary disability, a firefighter, police officer or emergency medical services personnel shall be reinstated at the same rank and with the same seniority the person had before going on temporary leave.

(6) During this one year of temporary leave for the on duty illness or injury, the City will be responsible for the full pay for the employee and the employee will receive no workers compensation benefits during this period.

(d) Responsibility. An employee on injury leave is responsible for contacting the employee's supervisor, either in person or by phone, at least once every workweek.

(e) Benefits and Accrual. An employee on injury leave is not eligible for merit raises or promotions. During salary continuation r, the employee will continue to accrue vacation and sick leave at the normal level. After salary continuation, the accrual will continue only as long as the employee is using other available leave. When all available leave is exhausted, the employee will cease accruing vacation and sick leave until the employee returns to work.

(f) Return to work. Before an employee returns from injury leave or Family Medical Leave (FML), the employee must present a written release to work to the director of human resources from the employee's treating physician.

14.3 Life-Threatening Illness and Injury:

(a) Fair and equal treatment. Pursuant to its commitment to providing fair and equal opportunity to all employees while providing a safe work environment, the city will treat employees with life-threatening illness like other employees as long as they meet performance standards, are able to perform the essential functions of their position, and medical and other information indicates that their condition is not a threat to themselves or to others. The city will attempt to reasonably accommodate these employees whenever practical.

(b) Confidentiality and sensitivity. If an employee contracts a life-threatening illness, or if an employee discovers a fellow worker has contracted a life-threatening

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illness, all reasonable efforts should be exercised to ensure that this information remains private and confidential. All employees should treat employees with a life-threatening illness with compassion and understanding.

- (c) Physical examination. To assure the city that an employee with a life-threatening illness is not a danger to anyone, the city may require the employee to be examined by a physician. All information related to the examination will be confidential and will be disclosed to the department director and/or supervisor only when necessary.

Chapter 15: Drug Free Workplace

The City is committed to maintaining a drug-free work place in order to provide a safe environment for all city employees and the citizens we serve. In doing so, the City prohibits the unlawful manufacture, distribution, dispensing, possession, sale, purchase, use, or presence of prohibited substances, illegal drugs, controlled substances without a valid prescription, alcoholic beverages, or drug paraphernalia in the work place, during working hours, or in/on a city vehicle. This policy applies to all employees and job applicants.

- A. Prohibited activities – The following acts are prohibited and employees or applicants for employment who commit these acts shall be subject to immediate termination from City employment, or being discontinued in the hiring process/rescinding an offer of employment if not yet employed.
1. Consumption of illegal drugs or controlled substances, for which the employee does not have a valid prescription. Employees may be tested anytime they are on-duty in accordance with Subsection D of this policy; and off-duty use may result in on-duty positive.
 2. Consumption of alcohol:
 - a. While on duty (includes hours worked and breaks)
 - b. Prior to reporting to work, in an amount and timeframe where there is still a prohibited alcohol level detectable in the employee's system
 - c. Until tested following an accident
 - d. During on-call status
 - e. While off duty and wearing City of Burleson apparel/uniforms
 3. Being impaired or under the influence of alcohol or illegal drugs while representing the City, or while operating a City vehicle, equipment, or while operating a personal vehicle and conducting City business.
 4. The use or possession of alcohol or illegal drugs in a City vehicle (whether on or off duty) is prohibited.
 5. Unlawful manufacturing, distribution, dispensing, possessing or using controlled substances in the workplace.
 6. Possessing any drug paraphernalia in a city facility, city vehicle, whether on or off duty, or possessing drug paraphernalia in a personal vehicle while representing the city on official city business.
 7. Employees designated for "on-call status" who fail to report for a call to duty because of being impaired, or who report for duty under the influence of drugs or alcohol (employees on call are expected to be free of alcohol or illegal drugs, and available to report to work for the duration of their on-call status).
 8. Refusing to consent and/or submit to a drug and/or alcohol test when required by this Policy.

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It is not the city's intent to intrude upon the private lives of its employees. The city does, however, reserve the right to take corrective disciplinary action, up to and including termination, in the event that an employee's off-duty involvement with illegal drugs or alcohol is damaging to the city's reputation or business, or interferes with the employee's job duties.

Employees attending a city sponsored social function or in conjunction with a training and/or conference may consume a moderate amount of alcoholic beverages if the function permits it, does not involve the use of a City vehicle or driving a personal vehicle on city business, and the employee's conduct does not reflect poorly upon the City.

The City recognizes that employees who are not designated for on call may be requested to report for emergency or unexpected duty. Employees who may be under the influence of alcohol or legally obtained medication must report this fact to their supervisor and may decline calls for emergency duty. In this event, the employee will not be subject to any corrective disciplinary action or penalty.

B. Testing type to be performed

1. Drug testing is conducted by a valid salvia test kit by trained, in-house city staff, and/or by a certified lab analysis of an employee's urine specimen collected by a credentialed third party collection site. In the event a salvia test kit yields a positive result, the employee may be sent to the City's third party urine collection site for a certified urine lab test.
2. Alcohol testing will be conducted either by a valid salvia test kit by trained, in-house city staff, and/or by breath analysis. In the event a salvia test kit yields a potential positive result, the employee may be sent to the City's third party testing vendor to perform a breath analysis test (BAT).
3. The testing method used will be at the discretion of the City based on what it believes would yield the most accurate result based on the circumstances of the testing reason.

C. Consent

Anyone over the age of 18 submitting a sample for a drug and/or alcohol test is considered to have consented to a drug and/or alcohol test, as well as their signature on the collection forms affirms consent. The form is available in the Human Resources department.

Minors under the age of 18 must have signed consent from a parent or legal guardian prior to a drug and/or alcohol test and is received on the collection forms.

- D. Testing reasons – the city will conduct testing for prohibited drugs, drug metabolites, and alcohol in the following circumstances:

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1. Pre-Employment - All applicants are subject to post offer, pre-employment test.
 1. All employment offers are contingent upon successfully passing a drug/alcohol test.
 2. Any applicant who refuses the pre-employment test or yields a positive result will not be considered for employment.
 3. If a pre-employment test is cancelled for any reason, the applicant will be required to take another one with a verified negative result.
 4. Applicants, who were tested more than 90 days prior to beginning employment, must have a new post-offer, pre-employment test performed with a negative result.
2. Post Accident - All City employees who are involved in an on the job accident involving a motorized apparatus are subject to post accident drug/alcohol testing, including those whose performance could have contributed to the accident. Motorized apparatus includes, but is not limited to fleet vehicle, personal vehicle on city business, riding lawnmower, backhoe, golf cart, etc.
 - a. All employees must remain readily available for drug and alcohol testing after an accident. The test must be conducted immediately following the accident unless urgent medical care is required first. If urgent medical care is required, they City will notify the provider to perform the drug and alcohol test as appropriate. An employee will not return to duty or perform job functions unless a negative drug result is received.
 - b. The Director of Human Resources must be consulted before making a determination not to post-accident test. All determinations not to test must be documented.
3. Reasonable Suspicion – an employee will be required to consent to a drug and/or alcohol test when a supervisor, manager, director, or city official has a reasonable suspicion that the employee appears to be under the influence of alcohol, illegal drugs, or other prohibited substances, or otherwise impaired, and unfit for duty.
 - a. Circumstances which constitute a factual basis for determining reasonable suspicion may include, but are not limited to:
 1. Direct observation of drug or alcohol use or possession;
 2. Possession of drug paraphernalia;
 3. Observation of physical symptoms of drug or alcohol use, such as slurred speech, odor (or smell), red watery eyes, dilated pupils, unsteady gait, poor coordination or reflexes, drowsiness, or sleeping;
 4. Sudden, unexplained personality changes, abnormal or erratic behavior, drastic mood swings, or changes in personal habits, including inattention to personal hygiene or frequently borrowing money;
 5. Documented deterioration of an employee's job performance, which may include excessive absenteeism or tardiness (performance issues, absenteeism or tardiness alone do not generally meet the criteria for reasonable suspicion; they may be in conjunction with other circumstances for a basis to consider testing);
 6. Information provided by a reliable or credible source, which is independently corroborated;

7. Involvement in accidents or injuries in which obvious precautions were not taken, improper or careless orders were given, or an unusually reckless attitude is present;
 8. Arrest or conviction for a drug or alcohol-related offense on or off the job or the identification of an employee as the focus of a criminal investigation into illegal drug use, possession, or trafficking, and where on duty reasonable suspicion is suspected.
- b. Observation, documentation and approvals to test: Unless the supervisor directly observes the possession, consumption or inhalation of alcohol or drugs, a second City supervisor or director must also be notified and concur in the supervisor's reasonable suspicion before testing. In establishing a basis for reasonable suspicion, the department director, manager, or supervisor will interview the employee about possible causes for the observed behavior, and will describe the incident in writing. This process will serve to document the circumstances leading to the conclusion that a test for the presence of an illegal drug or alcohol is warranted. Once the initial interview and written description has been completed, the highest ranking available department official must contact the City Manager, Deputy City Manager, or Director of Human Resources for a review of the documentation. The City Manager, Deputy City Manager, or Director of Human Resources must agree with the department official's recommendation before a drug and/or alcohol test is performed. Outside of regular working hours, or at times when the City Manager, Deputy City Manager, or Director of Human Resources are not available within a reasonable time period, a department director or their designee may order an employee to submit to an immediate drug and/or alcohol test, in accordance with the policy guidelines. The City Manager, Deputy City Manager, or Director of Human Resources must be notified of the testing at the earliest opportunity, and all records relating to the incident will be maintained by the Human Resources Department.
 - c. Testing process: Employees being ordered for reasonable suspicion testing will either get a saliva test at their worksite by an independent trained staff member outside the employee's department and/or be transported to a testing facility by a supervisor. The employee will not be allowed to drive themselves. If a reasonable suspicion event occurs after normal business hours, the supervisor will coordinate with an independent trained staff member outside the employee's department to perform the saliva test at the employee's worksite and/or transport the employee directly to an established after/hours facility for testing. The City will make arrangements to have the employee transported home after the testing is complete.
 - d. Return to work and compensation: An employee will be on paid administrative leave pending the outcome of the test. While waiting for the results of a reasonable suspicion test, an employee will not be allowed to return to work or take work home. Access badges and keys to buildings should be collected and network accesses disabled. The employee will not return to the workplace until they have been contacted by Human Resources or their Supervisor.

- e. Searches: When reasonable suspicion, as defined by this article, exists, the City reserves the right to conduct unannounced searches for unauthorized substances anywhere on city property, including, but not limited to, lockers, desks, file cabinets, city vehicles and employees' personal vehicles parked on city parking lots. Personal property on city premises shall be subject to such searches. All such searches must be authorized and conducted under the direction of the City Manager or designee and the grounds for suspicion must be described in writing prior to the search. Employees who refuse to cooperate during unannounced searches shall be subject to corrective disciplinary action, including termination.
4. Random
- a. Non-DOT Random – The random pool will include all non-DOT employees that work in safety sensitive position. The City will randomly test the equivalent of 10% of the workforce annually.
 - 1. Safety sensitive positions:
 - a. Employees assigned to drive or operate a city-owned vehicle or other motorized apparatus,
 - b. Employees assigned to operate heavy machinery,
 - c. All licensed peace officers in the police department divisions, licensed firefighters in the fire department divisions, and all licensed public safety communications specialists,
 - d. All field staff in the public works department in water-wastewater,
 - e. All certified lifeguards, and
 - f. All employees in the animal services division.
 - 2. Random selection and testing process - Random testing selections are made using a scientifically valid method (computer based random number generator) and are spread reasonably throughout all periods of the calendar year (all days and hours of operation). Each employee subject to this policy will have an equal chance of being tested each time random selections are made. Dates and times for random testing are unannounced. The Human Resources Department will ensure all testing is conducted as required. Human Resources will notify supervisors when an employee has been randomly selected. Upon notification, the supervisor will ensure the employee proceeds to the testing site as soon as possible.
 - b. DOT Random – The random pool will include all DOT regulated employees in accordance with the Department of Transportation-Federal Motor Carriers Safety Administration's guidelines. The City will randomly drug test the equivalent of 50% of the DOT regulated workforce and alcohol test 10% annually in accordance with regulatory requirements. Should regulatory requirements change, regulation will supersede.
 - 1. Random selection and testing process - Random testing selections are made through a third party administrator using a scientifically valid method. Selections and testing are spread reasonably throughout all periods of the calendar year (all

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days and hours of operation). Each employee subject to this policy will have an equal chance of being tested each time random selections are made. Dates and times for random testing are unannounced. The Human Resources Department will ensure all testing is conducted as required. Human Resources will notify supervisors when an employee has been randomly selected. Upon notification, the supervisor will ensure the employee proceeds to the testing site as soon as possible.

2. DOT drug and/alcohol collections and testing are performed at a credentialed facility and certified lab only using the approved DOT testing panel and testing process.

E. Refusal to test or resigning in lieu of a test - An applicant's or employee's refusal to consent and/or submit to any drug and/or alcohol testing reason will be considered insubordination. If this situation arises, the person will be verbally advised that successful drug/alcohol screens are a condition of employment and refusing will warrant termination (or being discontinued in the hiring process, if relevant). If an employee requests the option to resign prior to taking a drug and/or alcohol test, they may be allowed to do so. Employees separated for refusal to test or that opt to resign in lieu of testing, will not be eligible for rehire, and eligibility for any sick and vacation leave payout will be determined based on the separation requirements guidelines. The following are considered test refusals:

1. Failure to appear for a test within a reasonable time, as defined by the employer.
2. Failure to remain at the testing site until the testing process is complete.
3. Failure to provide a saliva, breath or urine specimen as required.
4. Failure to permit an observed or monitored collection specimen when required.
5. Failure to provide a sufficient amount of volume with no valid medical explanation.
6. Failure or declining to take an additional drug/alcohol test as directed by the employer or collector.
7. Failure to cooperate with any part of the testing process (i.e., refusal to empty pockets, wash hands, remove hat, etc.).
8. The MRO reports the presence of a verified adulterated or substituted test result.
9. Refusal to sign any consent forms or other related testing and collection forms.
10. Leaving the scene of an accident without just cause prior to submitting to a test.

F. Retesting – the following outcomes will result in retesting:

1. Negative dilute (negative dilute with adulteration will be collected under direct observation)
2. Invalid result (Some invalid result reasons where potential positive or adulteration was suspected, will be collected under direct observation)
3. Fatal flaw
4. Lost sample

G. Test results

1. Negative - verified negative drug test result or an alcohol test result less than 0.02. A negative result for drugs includes a result that shows a legal, controlled substance where the individual had a valid prescription (see subsection {G, c} below).
2. Positive – verified positive drug test result, verified adulterated/substituted sample, alcohol test result equal to or greater than 0.02, or a refused drug and/or alcohol test. Employees that receive a positive test result will be immediately removed from their job duties and terminated. Employees will be notified in writing of the test results including what substance they tested positive for. Employees will also be eligible to utilize the Employee Assistance Program (EAP) for counseling services post termination for up to six-months. Employees will be provided SAP information for a positive under DOT testing rules.
3. Initial lab testing analysis with substances yielding a potential positive on a urine test will be reviewed by the Medical Review Officer (MRO) who will contact the employee and conduct an interview to determine if there is an alternative medical explanation for the positive test result. If the employee provides appropriate documentation and the MRO determines there is a legitimate medical use of the substance, the test result will be reported to the City as negative. Employees that do not contact the MRO timely or provide appropriate documentation will receive a positive test result.
4. Test results will be held in the strictest confidence. The personal identification of the employee failing to pass the test will not be communicated to anyone other than the employee's chain of command, the employee, the appropriate staff member in Human Resources and the City Manager's office (City Manager or Deputy City Manager). Other employees, on a need to know basis, may be made aware of test results, as determined by the City Manager's office and Human Resources. The information may be released, if required, by court order from any court of competent jurisdiction, as authorized by a signed release for a background check, or as otherwise required by law. Employees who are tested will be provided with a copy of the test results if requested in writing. Dissemination of information relating to the results of any drug test conducted on any employee to any person who has no need to know, may result in corrective disciplinary action, including dismissal of the person disseminating the information.

H. Test dispute –

1. Urine test dispute - employees may dispute a positive test result and request a retest of the collected sample at their cost. Employees that request a retest must immediately contact the testing facility to arrange to retest and pay the facility's fee. The retest is performed on the same sample collected and will be retested using the testing facility's protocol. The employee must provide proof the retest is in process, at which time the

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city will place the employee on unpaid leave and disable any city building and computer access until retest results are complete. If the retest is positive, the city will proceed terminating the employee. If the result is overturned to negative, the city will reinstate the employee with pay for any scheduled work days missed.

2. Saliva test dispute - Employees may dispute a saliva test by requesting a new test using a urine test at the City's third party collection site. Employees must request a new test immediately. The city will place the employee on paid administrative leave until collection and test results are complete. Employees will be transported to the site, will test under a direct observation, and then be transported home after the collection. The employee will be on unpaid admin leave and building and computer access will be disabled until the retest results are complete. If the test is positive, the city will proceed terminating the employee. If the result is negative, the city will reinstate the employee with pay for any scheduled work days missed.

- I. Prescription and over-the-counter (OTC) medications - Some prescriptions and OTC medications may adversely affect an employee's ability to perform their job safely. Employees should read all warning labels for OTC medications and should seek alternatives to those that indicate they affect mental functioning, motor skills, or judgment. The employee is responsible for discussing their job duties with their physician and encouraged to provide their job description (can be requested from Human Resources). The physician is responsible for evaluating the employee's ability to safely perform their job duties. Employees who are disqualified from performing their job duties while taking medication will immediately notify their supervisor. All employees are required to notify their supervisor when taking any prescription or non-prescription medication that may interfere with their judgement and/or safe performance of their job duties. The supervisor may either temporarily re-assign them or place them on sick leave. Re-assignment is not to be considered a permanent appointment and is to be temporary in nature with a specific ending date. Failure to comply may result in corrective disciplinary action up to and including dismissal.

- J. Voluntary Admission - An employee may voluntarily admit to drug or alcohol abuse and be able to take leave to seek treatment; provided the employee does not admit at the time of a requested drug and/or alcohol test in order to avoid the testing and corrective actiondisciplinary requirements of this policy. The employee must make the admission prior to performing a job function (prior to reporting to duty). After admission, the employee may not perform their job function until the City is satisfied that the employee has been evaluated and has successfully completed educational and treatment requirements. A drug and alcohol abuse evaluation expert, i.e., an EAP professional, SAP, or a qualified drug and alcohol counselor will determine successful completion.

1. The City will provide employees with confidential referral for assistance in resolving or accessing treatment for addiction to, or dependence on, illegal drugs or alcohol. The cost of treatment, counseling, or rehabilitation resulting from referral will be the

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responsibility of the employee. The City's group health plan may provide benefits for substance abuse treatment.

2. Employee assistance activities, such as referral appointments, will be treated on the same basis as other personal business or health matters with regard to use of sick or compensatory leave and Family Medical Leave. Available leave may be taken as needed with advance arrangements made with the department management for the absence.
3. Prior to the employee performing their job functions, the employee must undergo a return to duty alcohol test with a result of less than 0.02 and/or a return to duty drug test with a negative test result.
4. Employees who have completed a drug or alcohol rehabilitation program will be subject to periodic, unscheduled testing for a period of two years after completion of the program. Employees who successfully complete treatment for use of drugs or alcohol and subsequently are found, during working hours, to be in possession of or under the influence of alcohol or drugs, or test positive at any time will be subject to dismissal from employment.

This section is not intended to provide a means for an employee to avoid any required drug and alcohol testing. Once the process of establishing a test requirement has been initiated, or an accident has occurred, an employee may not seek treatment in an effort to avoid testing and possible ~~disciplinary~~ corrective action.

K. Drug and/or Alcohol Arrests

1. Any employee who is arrested for criminal activity involving the illegal use or possession of drugs and/or alcohol must notify the employee's supervisor and Human Resources no later than five days after the arrest. Failure to do so may result in ~~disciplinary~~ corrective action, including termination. Employees may be allowed to remain employed with City until the case is settled. However, employees may be terminated from employment depending on the circumstances of their arrest, conviction, nature of their position with the City, and/or ability to be able to continue to perform the job functions.
2. Employees who plead guilty or nolo contendere to a violation of criminal drug and alcohol statutes, which occurred during working hours shall be terminated from employment.
3. Except as provided by subsection (K, 2.) above, employees who are convicted under any drug or alcohol statute may be allowed to remain employed by the city, depending on the circumstances of their arrest and conviction, nature of their position with the city, and/or ability to be able to perform the job functions. Continued employment with the city may also be contingent upon the convicted employee's active participation in a recognized treatment program and the employee's work performance. Any convicted employee who is allowed to remain employed will be subject to periodic testing.

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Chapter 16: Information Technology – Computer User’s Policy

16.1 Purpose:

The city provides computer resources for the purpose of accomplishing tasks related to the City of Burleson’s (‘city’) mission. The purpose of this policy is to establish guidelines to derive the benefits of increased efficiency through the use of the Internet, e-mail, and the City’s Home Page, while ensuring the protection of information assets and city integrity. It also provides guidelines for accessing and using publicly accessible networks such as the Internet and the World Wide Web (WWW) using the City of Burleson’s computer resources, gateways, and accounts. The city believes the proper use of this technology saves time and money, reduces administrative overhead, and improves service to the community.

This policy is also enacted to preserve the integrity of the city’s internal information, ensure compliance with anti-harassment and discrimination policies, and prevent workplace violence.

16.2 Policy Administration: This policy is administered by the Information Technology department.

16.3. Applicability:

This policy applies to all City of Burleson employees, elected officials, volunteers, and other affiliates or persons (collectively, ‘users’) who use City-provided accounts to access the Internet or WWW, or any other intranet, extranet, or other network (or access to these) provided by the City that may exist now or in the future, regardless of the user’s location when accessing the Internet or WWW. This policy uses the following definitions:

- A. Computer resources include hardware, software, communications networks, electronic storage media, electronic mail systems, and manuals and other documentation, including those systems administered centrally or within a department, in whatever form, model, or configuration, and using whatever operating systems, platforms, or interfaces, and whether single or multi-user, mainframe, or network server, etc.
- B. Data includes all files of any kind, regardless of size, format, or on what media stored or written, including but not limited to e-mail messages, systems logs, databases, documents, and commercial and locally developed software. This term also includes handwritten or printed material in paper form.
- C. Users include employees, elected officials, volunteers, and any other affiliate or individual with access to use the City’s computer resources. User does not include, however, the public use of the Internet through the Burleson Public Library.

- D. Provider includes an entity that provides Internet, e-mail, or other computer resources over a network. An example of a public provider is AOL. An example of a private provider is the City of Burleson.
- E. Network includes Internets, intranets, extranets, local- or wide-area networks, and other networks of any kind.

Nothing in this policy should be understood to prohibit public use of the Internet for informational purposes as provided by the Burleson Library.

16.4 Condition of Employment:

- A. Users must agree to comply with this policy as a condition of their employment or continued employment with the City of Burleson.

This policy shall be distributed to newly elected, hired, and other users. Each new user will be required to sign a statement acknowledging receipt of this policy. For newly hired employee users, human resources will maintain the statement in the employee's personnel file.

- B. For other users, information technology will maintain the statement of receipt. Refusing to sign the statement acknowledging receipt of this policy or refusing to comply with any provision of this policy are grounds for corrective disciplinary action, up to and including termination.

16.5 General:

Activities of a business nature dealing with the Internet or World Wide Web (WWW) such as home page development, training, setting up Internet accounts and problem resolution, will be coordinated through and approved by the information technology (I.T.) department, prior to being performed. Input from the communications director regarding web content should also be anticipated. Normal day-to-day Internet access is excluded from this provision. An Internet e-mail address will be assigned by the I.T. department to authorized users on the city's computer network. This internet e-mail address is for e-mail purposes only and will not provide the user with browser-based capability on the Internet. Users desiring browser access to the Internet must complete the Internet Access and Justification form.

16.6 Justification:

Each internet user will be required to justify why access to the internet / WWW or internet e-mail is needed. The user will be required to complete the Internet Access and Justification form stating how internet access and e-mail relate to the user's job description and further the city's mission. Users must forward the form to their department director. After review and approval, the director will then forward the

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request to the information technology department.

16.7 Policy:

- A. Internet access is provided by the city for use in attaining departmental objectives and goals. Use of Internet to perform job and/or enhance job effectiveness is permitted. The city may tolerate incidental and occasional personal use of the Internet and e-mail, provided that such use does not adversely affect business uses and/or productivity and does not involve prohibited uses as explained in this policy, but the city reserves the right to prohibit personal use upon a finding that a user has abused this policy. Users are required to delete personal or non-business related e-mail on city computers weekly. Users do not have an expectation of privacy in city-provided network (including Internet) access or e-mail.
- B. Users shall be responsible for any personal charges of any kind arising from use of the city-provided Internet access.
- C. The user in whose name the Internet account is issued shall be responsible at all times for its proper use. Users shall not reveal their password or otherwise breach security of the Internet account.
- D. I.T. shall maintain a directory of all city internet accounts and monitor the use of such accounts, including URLs (websites) visited by each user. Audits may be performed at any time.
- E. Users of city-provided Internet accounts should not assume any level of anonymity. Outside users wishing to identify users associated with the city can do so easily.
- F. Utilizing virus software provided by the I.T. department, users shall virus scan all data files downloaded from the Internet. The discovery of viruses must be reported promptly to the I.T. department. Deliberate attempts to degrade or disrupt system performance on any computer system shall be subject to ~~corrective disciplinary~~ action or termination.
- G. Users must contact Information Technology to request downloading of any software applications (i.e. programs) from the Internet. All software installations must be performed by the I.T. Department. Users may not install personal software on city equipment without the express written authorization from the I.T. Department. Only city-approved browsers may be installed or used. The city reserves the right to uninstall any unauthorized software.
- H. All electronic messages, files, programs, software, or other computer information are the property of the city and therefore are not considered private. As a routine, the city may monitor electronic mail messages and Internet use. The city reserves the

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right to monitor such usage and to access messages, files, programs, software, or other computer information related to the user's computer use as allowed under this Policy and applicable laws, at any time without prior notice. Communications deleted by users may be retrieved and reviewed by the city.

- I. Users shall contact I.T. regarding all training needed for accessing the Internet, use of the city's approved Internet browser, or home page development.
- J. Departments using the Internet will have one person designated as the Internet Contact person. All requests within a department shall be channeled through the contact person.
- K. Use of city computer resources is a privilege, not a right. When using these resources, users must agree to abide by the applicable policies of the city, as well as federal, state and local laws.
- L. The city reserves the right to limit, restrict, or deny access to its computer resources at any time, as well as to take corrective ~~disciplinary~~ action, up to and including termination, and/or legal action against anyone who violates city policies and/or applicable laws.
- M. This policy shall not be interpreted to require authorization for individual employees for the purpose of gaining access to Internet-based training, when that training is approved by the employee's department director and is completed under the supervision of an authorized user within said department. In such cases, both the department director and the person administering the training will be accountable for any violation. Further, the person administering the training must have signed the city's internet policy prior to engaging in the Internet-based training.
- N. Users have an obligation to report violations of this Policy.

16.8 Prohibited Use:

Prohibited uses of the city's computer resources include, but are not limited to, the following:

- A. Downloading, uploading, posting, reproducing, retransmitting or distributing material protected by copyright or trademark without permission of the copyright owner.
- B. Unauthorized access, use, alteration, duplication, destruction, or disclosure of any of the city's computer resources or proprietary information that compromises the integrity of the city and its business in any way. Confidential or sensitive information should not be sent over the Internet or e-mail system without supervisory approval.
- C. Use of Internet access or the electronic mail system for "moonlighting", job searches, playing interactive games, gaming, gambling, using "Internet chat" programs, solicitation, and/or sending chain letters or pyramid schemes.
- D. Use of city computer resources to send e-mail, communications, files, or programs that contain messages or images which are intended to or that in effect do harass, intimidate, disparage, offend, threaten or otherwise inflame another person or group of persons on the basis of race, color, national origin, gender, sexual orientation, age, disability, political beliefs, pregnancy, religion, or any legally protected status.
- E. Use of city computer resources to view send or receive email, communications, files or programs that contain text or images which are sexually explicit, racially discriminatory, overtly religious, or messages or images that are otherwise inconsistent with the city's equal employment opportunity and anti-harassment policies.
- F. Personal use of the Internet and e-mail that adversely affects business uses and/or productivity as determined by the user's supervisors, city management, and/or I.T.
- G. Downloading of games and other software applications from the Internet except as provided for by this policy.
- H. The utilization of personal Internet accounts on city-owned equipment is strictly prohibited. All such personal accounts and access will be removed. Users shall access the Internet, WWW, and/or e-mail systems solely through the city file server unless approved by a department director or city management. Locally installed modems to access personal internet service provider accounts or services are strictly prohibited. The user is subject to corrective disciplinary action, up to and including termination for violation.

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- I. Proxy servers for Internet access, unless configured by authorized personnel in the I.T. Department.
- J. Falsifying or actively concealing one's identity in an e-mail message.
- K. Intentionally allowing unauthorized access to a password or Internet account.
- L. Any transmission that constitutes or encourages a criminal offense or violates any local, state, federal, or international law.
- M. Any intentional transmission that contains a virus, worm, or other harmful component.
- N. Use of computer resources to assist with, support, conspire to or commit any criminal or otherwise illegal acts, or fraud or deceptive —practices, solicitations, or representations.
- O. Use of city computer resources for personal financial gain or personal commercial purposes, including the transmission of commercial or personal advertisements, solicitations, promotions, or political material except as may be approved in writing by city management through the director of information technology.
- P. Attempting to circumvent, evading, compromising, assisting someone else, or requesting that someone else circumvent any security measures or administrative access control that pertains to city computer resources.
- Q. Transmitting confidential, personal, or sensitive information of other persons or the city, on the Internet or e-mail system, except for lawful and authorized city business purposes.
- R. Any act that endangers, compromises, or damages specific computer software, hardware, programs, data, networks or the system as a whole, whether located at the city or elsewhere on the global Internet.
- S. Creating or intentionally allowing a computer or network malfunction or interruption of operation.
- T. Sending a message with the intent to disrupt computer city operations or the operations of outside entities, including spam, etc.
- U. Use of city computer resources for the unauthorized disclosure of confidential or privileged information. By virtue of their relationship with the city, some users are in a position to obtain documents that may contain information protected by the

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attorney-client privilege, or otherwise privileged. This information should not be disclosed without the approval of the City Manager. These documents are the property of the city. See TEX. LOC. GOV'T CODE ANN. Chapters 201 and 202. Users are hereby notified that it is an offense under the Texas Public Information Act to distribute information considered to be confidential. TEX. GOV'T CODE ANN. § 552.352. Such an offense is a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000) and/or confinement in county jail for not more than six (6) months. Such a violation also constitutes official misconduct and may subject users to ~~corrective disciplinary~~ action up to and including termination.

- V. Failure to comply with internal policies and procedures that pertain to the use of city

16.916.8 Privacy Issues:

The City of Burleson desires to notify users of privacy-related issues as follows:

- A. A user has no expectation of or right to privacy when using the city's computer resources. A user does not have a privacy right in any matter involving the creation, receipt, or distribution of information and communications through the Internet or e-mail provided through city computer resources. Communications made through the city's computer resources and equipment is not confidential.
- B. As provided by the Electronic Communications Privacy Act (18 USC Chapter 119), the city, as a provider of computer resources, is allowed to intercept, disclose, or use a user's communications in the normal course of business while engaged in any activity which involves the protection of rights or property of the city.
- C. A user expressly consents to having all computers use monitored. If such monitoring reveals possible evidence of criminal activity, the city may provide that evidence to law enforcement officials without notice to the user.
- D. A user's e-mail, electronic communications, and other data that is any way tied to the city's computer resources are company-owned resources of the city of Burleson.
- E. All users should understand that the city is unable to guarantee the protection of electronic files, data, or e-mails from unauthorized or inappropriate use, and that the city expressly disclaims any representations or guarantees the integrity or confidentiality of any such files, data, or communications are or will be maintained.
- F. A user required to use a unique password to protect access to the city's computer resources shall not constitute or be deemed an implied right to privacy or confidentiality.
- G. A user of the city's computer systems should be aware that computer information may be subject to review or disclosure in accordance with, but not limited to, the

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following:

1. Response to a public records request, administrative, or judicial order, or request for discovery in the course of litigation.
2. Audits and administrative review of computer use for security purpose or in regard to policy or legal compliance concern.
3. Repair, maintenance, or upgrade of computer system and related equipment. [Report to BTX IT Helpdesk for any replacement and/or disposal of city technology equipment.](#)
4. Investigation of improper or illegal use of resources where there is reasonable suspicion to believe there is use for unauthorized or personal financial gain; threatening, harassing or illegal e-mail or communications; use which interferes or threatens to interfere with city operations; copyright, trademark, or other intellectual property violations; unlawful activity or criminal acts; or other use/conduct prohibited in this Policy.
5. Suspected use/conduct that is prohibited in this Policy.
6. Any reason that is necessary or appropriate to protect the reasonable interests of the city and other users of the computer system.

16.1016.9 Responsibilities:

A. Management

1. Directors, division heads, elected officials, and any other management and supervisory personnel who oversee employees or volunteers who have Internet access shall be responsible for implementing this Policy.
2. Directors, division heads, and/or I.T. are empowered to deny, limit, prohibit, and regulate internet and e-mail access if they determine that the user's activity adversely affects the conduct of the city's business and/or the user's or other employees' productivity, or otherwise interferes in carrying out the department's or city's mission.
3. Each supervisor should contact I.T. to report any suspected misuse of computer resources.

B. Users

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1. Users of the city's computer resources shall be individually liable for implementing this Policy. It is the user's responsibility to read, understand, and implement this Policy. Failure to abide by this Policy may subject the user to corrective disciplinary action up to and including termination.
2. Access to the internet is discretionary with the city. The ability to access the Internet is not license to access without regard to the priorities set by city management.
3. Any user who becomes aware of misuse of the city's computer resources, including the internet and e-mail systems, must promptly contact their supervisor and report the misuse.
4. The user is encouraged to send messages to the sender of a non-business message that violates this policy, requesting them to cease. Information Services can assist with this activity.
5. A user must comply with requests made by I.T. in relation to the implementation and enforcement of this Policy.
6. A user is responsible for all usage on their computer account. A user must maintain the secrecy of their password(s).
7. When communicating with others using the city's computer system, the user's communications should reflect high ethical standards, mutual respect and civility.

C. Information Technology

1. I.T. is responsible for receiving and investigating any complaints and/or alleged violations of this policy. Legal counsel and other management personnel may be involved.
2. I.T. reserves the right to audit, monitor, retrieve, and/or distribute communications or information obtained related to the user's use of the city's computer resources as necessary to comply with external investigations, internal compliance audits, or other reason as allowed under this policy.
3. All activities of a business nature dealing with the internet or world wide web (WWW) shall be coordinated through and approved by the Information Technology (I.T.) department prior to being performed.
4. I.T. will establish the necessary rules, policies, and procedures to enforce this policy.

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5. I.T. will notify public providers, or other network entities, if a non-city user sends inappropriate communications to a city user.

16.1116.10 Consequences of Violating This Policy:

- A. Violation of this policy may result in corrective disciplinary action up to and including termination of employment or removal from office or duty.
- B. Violating this policy may result in the withdrawal or restriction of all or a part of the user's computer privileges.
- C. Violating this policy may result in a violation of state, federal, or local laws and may be referred to the appropriate law enforcement agency for investigation and prosecution under applicable criminal provisions and may also subject the user to civil liability.

16.1216.11 Procedures:

- A. Any city employee requesting internet access or internet email will be required to complete the *Internet Access and Justification – Form IT-1*. The employee shall be required to sign the form stating they have reviewed, understands, and will comply with the city's policies on internet/WWW and/or internet email access and usage. The employee shall then forward the completed request to their director. After review and if approved, the director will then forward the form to the applicable member of city management (for internet access) for final approval.
- B. Upon receipt of an approved *Internet Access and Justification* form, I.T. will provide the employee with the necessary hardware and software to access the internet and WWW.
- C. All departments requesting home page or website creation or development shall forward a completed *Request for Internet Services – Form IT-2* to I.T. All requests must be approved by the director prior to being sent to I.T. The content of all home pages and other website materials is subject to city guidelines. The city's communications director will be involved as required.
- D. All departments shall be charged for all fees associated with their city-owned dial-up internet accounts for use when traveling or conducting city business outside city offices.

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- E. When an employee leaves the city, the director shall notify I.T. immediately, at which point internet access will either be terminated or transferred.
- F. Departments that do not have internet access may utilize the Information Technology department to obtain information from the internet at any time.
- G. Existing internet users are required to sign Form IT-3.

16.13 Training:

Any authorized internet user needing training on the city's approved WWW browser or for home page development will contact I.T. via the *Request for Internet Services – Form IT-2* to arrange for a training session.

16.14 Home Page:

- A. All requests to develop a new home page or substantially modify portions of an official city home page (or other website materials) shall be approved by the director, the applicable City Manager and forwarded to the communications director. A copy of the request will be forwarded to the I.T. director. All such requests should be submitted via the *Request for Internet Services – Form IT-2*.
- B. All departmental home pages and other website content that is approved for individual department websites, separate from the city's official home page, will be maintained solely by a designated departmental webmaster.
- C. Each departmental internet contact person will be responsible for ensuring information provided is current and accurate.
- D. The I.T. web design technician shall provide city management with monthly reports on website activity.
- E. All city-related home pages, including department websites, must reside on the city's home page. All system changes shall be performed by the information technology department.
- F. All home pages that are maintained by a designated departmental webmaster must be coordinated with the Information Technology webmaster. Failure to do so will result in removal of departmental webmaster duties.
- G. All website materials shall be verified by the communications director to be free of materials that may constitute a copyright, trademark or other intellectual property

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infringement.

16.15 Information Technology Forms Used:

A. Acknowledgement of Receipt and User Agreement Form: IT-3

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Chapter 17: Family Medical Leave Act Benefits (FMLA or FML); revised (02/23/09) (12/31/15) (11/01/16) (01/01/19) (10/01/22)(10/01/23)

This policy is a guideline for administration of federally mandated benefits through the Family Medical Leave Act. No part of this policy is intended to contradict the Federal act. If at any point (due to legislative changes or errors in this guideline language) Burleson's protocol conflicts with Federal law, Federal law will prevail.

- (a) Federal law. Family Medical Leave (FML) is provided in compliance with the Family and Medical Leave Act of 1993 (as amended 2008). When questions arise concerning FML that are not answered in this section, the department director or director of human resources should refer to federal regulations, 29 C.F.R. Part 825, for additional guidance. These regulations are controlling in any matter on which this policy is silent.
- (b) Eligibility. An employee is eligible for FML if the employee has been employed by the city:
 - (1) for at least 12 months; and
 - (2) has worked at least 1,250 hours during the previous 12-month period.
The 12-month period an employee must have been employed with the City to be eligible for FMLA leave need not be consecutive months. However, prior service which occurred more than seven years prior to the request for leave will not be considered in determining whether the employee worked for the City for at least 12 months.
- (c) Expiration of entitlement to leave. Entitlement to FML leave for the birth or placement of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
- (d) Leave taken intermittently or on a reduced leave schedule.
 - (1) Although the City is not required to allow an intermittent or reduced schedule leave for the birth or placement of a child, the Department Director may approve such an arrangement if conducive to business needs.
 - (2) Other forms of medically necessary leave may be taken intermittently or on a reduced leave schedule according to federal regulations.
- (e) Entitlement and reasons for leave-Medical. An employee who is eligible for FML is entitled to take a total of 480 (672 Fire shift personnel) work hours of leave during a 12-month period, measured on a rolling 12-months basis, for one or more of the following reasons:
 - (1) the birth of a child of the employee, in order to care for the child;
 - (2) the placement of a child with the employee for adoption or foster care;
 - (3) to care for the spouse, child, or parent of the employee, if the spouse, child, or parent has a serious health condition; or

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- (4) a serious health condition, as documented by an approved licensed healthcare provider, that makes the employee unable to perform the functions of the employee's position.

(f) Entitlement and reasons for leave – Military status:

- (1) Military Personnel: Those called for deployment and the serviceperson's family will be granted family medical leave in keeping with the National Defense Authorization Act (NDAA) and the Family Medical Leave Act (FMLA) which together govern the regulations related to FML for military purposes.
- (2) Military Caregiver Leave: an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered Servicemember who is undergoing medical treatment, recuperation, or therapy, is on out-patient status, or is on the temporary disabled list for injury or illness is entitled to up to 26 weeks of leave in a single twelve-month period to care for the Servicemember.
- (3) Military Exigency Leave: Up to 12 weeks (480 hours or 720 for Fire shift personnel) of exigency leave may be granted to an eligible employee whose spouse, son, daughter, or parent is on active duty, or has been notified of an impending call to active duty status in support of a contingency operation.
- (4) Qualifying exigency leave includes but is not limited to:
 - (A) Short notice deployment – seven or fewer days' notice of deployment.
 - (B) Military events and related activities – official ceremonies
 - (C) Childcare and school activities – arrange alternative childcare/meet with teachers;
 - (D) Financial and legal arrangements – powers of attorney/banking authority.
 - (E) Counseling-provided need arises from call to active duty;
 - (F) Rest and recuperation – up to five days to spend time with Servicemember.
 - (G) Post deployment activities – arrival ceremonies and similar activities.
 - (H) Additional activities – to address other events which arise out of active duty.

(g) Calculation period.

- (1) Medical Leave (All Employees Except Fire Personnel Assigned to an ABC Shift):
The 12-month period during which an employee is eligible for 480 work hours of leave, will be - a "rolling" 12-month period measured backward from the date of any FML leave usage.

- (2) Medical Leave (Fire Employees Assigned to an ABC Shift): The 12-month period during which an employee assigned to an A, B, or C shift schedule in the Fire Service is eligible for 672 work hours of leave, will be a “rolling” 12-month period measured backward from the date of any FML leave usage.
- (3) Military Caregiver Leave: An eligible employee is entitled to a combined total of 26 workweeks (1040 hours) of leave for any FMLA qualifying reason during a single 12 month period. However, the employee is not entitled to more than 480 (672 for Fire shift personnel) hours for a traditional family medical leave, even if less than 14 weeks (560 hours) are taken to care for a covered Servicemember. The calculation begins on the first day leave is taken.
- (4) Exigency Leave: Eligible employees may take up to 12 weeks (480 hours) of leave because of any qualifying exigency arising from a call to active duty of the employee’s spouse, son, daughter, or parent, or has been notified of an impending call to active duty status, in support of a contingency operation. The calculation begins on the first day leave is taken.
- (h) Effect of workers compensation leave. FML shall run concurrently with leave taken by an employee as workers compensation leave, if the injury meets the criteria for a serious health condition.
- (i) Effect of workers compensation leave; Fire Work Shift Switching. The City of Burleson’s Fire Department policy related to allowing employees to switch shifts does not affect eligibility or calculation of time away for a qualifying FML purpose. Management of the Fire Department will make the usual and customary notification of absence (regardless of switching) so that timely Federal Family Medical Leave regulations are followed regarding notice and calculation of leave time.
- (j) Use of paid benefit hours accrued. An employee who takes FML must substitute and exhaust all accrued vacation, sick and compensatory leave as part of the 480 work hours (672 hours for Fire shift personnel) of FML, before beginning leave without pay status. In the event of an approved Short-Term Disability or Worker’s Compensation, employees will only be required to use at least the equivalent amount of leave to compensate the portion of unpaid, base compensation. For example, if Short-Term Disability compensates 60% base wages, employees are required to use leave hours equivalent to 40% base wages. Employees may use up to the maximum amount of leave up to their normal work schedule.
- (k) Duties of employees.
- (1) When the necessity for FML under Subsection (c)(1) or (c)(2) is foreseeable because of an expected birth or placement, the employee shall provide the

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director of human resources with notice of the employee's intention to take FMLA leave, not less than 30 days before the date the leave is to begin. If the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide notice as soon as practical.

- (2) When the necessity for FMLA leave is foreseeable because of planned medical treatment or qualifying exigency arising from active duty or call to active duty, the employee:
 - (A) shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the city, subject to the approval of the health care provider; and
 - (B) shall provide the employee's department director with not less than 30 days' notice, before the date the leave is to begin. However, if the date of the treatment or qualifying exigency requires leave to begin in less than 30 days, the employee shall provide the notice as soon as practical.
- (3) When an employee takes paid or unpaid leave for a reason that qualifies for FMLA leave, the employee shall include in the notice or request given to the department director a description of the reason for the leave.
- (4) An employee giving notice for or requesting paid or unpaid leave does not need to expressly mention the FMLA. If the employee states a reason that qualifies for FML, the employee has met the obligation of giving notice.
- (5) In the absence of unusual circumstances, nothing herein excuses an employee from complying with the requirement to notify their supervisor of an absence as required.

(I) City's notice to employee.

- (1) Upon receipt of an employee's notice requesting FML, the department director shall notify the director of human resources (or their designee):
- (2) Within five business days of receipt of notice from an employee requesting paid or unpaid leave, the director of human resources, or designee, shall notify the employee of the employee's eligibility to take FML and the employee's rights and responsibilities for taking FML. This written information must be provided to the employee in a language in which the employee is literate. Leave taken before the date of the director of human resources' notice may be counted against an employee's FMLA entitlement hours.

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- (3) Within five business days of receipt of enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g. after receiving certification) the City must notify the employee whether the leave will be designated and counted as FML. For unusual circumstances involving notice and designation of FML, the Human Resources Director should refer to 29 C.F.R., Part 825.
- (m) Spouses employed by the city. If spouses are both employed by the city, the combined number of hours of FML to which both are entitled is limited to:
- (1) 480 work hours (672 hours for Fire shift personnel) during any 12-month period for the birth (or placement) of a child or the care of a child or parent with a serious health condition (employees are not qualified to use FML for the care of parent in-laws); or
 - (2) 1040 work hours during a single 12-month period to care for an injured or ill Servicemember.
- (n) Certification – Medical FML. The Director of Human Resources may require, by giving a written request to an employee, that FML be supported by a certification issued by the health care provider of the employee or the child, spouse, or parent of the employee. A certification must be furnished in a timely manner when requested.
- (1) FMLA – medical certification must state:
 - the date on which the serious health condition commenced;
 - the probable duration of the condition;
 - the appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - when leave is requested due to the serious health condition of the employee’s child, spouse or parent, a statement that the eligible employee is needed to care for the child, spouse, or parent and an estimate of the amount of time that the employee is needed to care for the child, spouse, or parent.
 - (2) In the case of certification for intermittent leave, or leave on a reduced leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule is required.
 - (3) If the City determines that a certification is incomplete or insufficient, the City will provide the employee with seven calendar days to cure any deficiency. If the deficiency is not cured, the City has the right to either deny FMLA leave or contact the health care provider for purposes of clarification and

authentication of the medical certification. Any contact with a health care provider will be made only by a health care provider, the Director of Human Resources, or the City Manager, and when necessary, upon receipt of a HIPAA authorization provided by the employee. If an employee refused to provide a necessary HIPAA authorization and does not otherwise clarify the certification, the City may deny FML leave.

(4) If the second opinion differs from the opinion in the original certification provided, the city may require, at the expense of the city, that the employee obtain the opinion of a third health care provider designated or approved jointly by the city and the employee concerning the need for leave. The opinion of the third health care provider is final and binding on the city and the employee.

(n) Certification-FML-Servicemember Care:

- (1) the eligible employee is required to provide certification of the need for leave to be provided by the Servicemember's health care provider. The Department of Labor form WH-385 may be used.
- (2) invitational travel orders issued by the military branch to join an injured or ill Servicemember at his or her bedside may be used in lieu of form WH-385.

(o) Certification – Exigency Leave:

- (1) Employees are required to provide certification of the need for leave. The Department of Labor form WH-384 may be used for this purpose.

(p) Group Health/Dental/Life Insurance Premiums: During approved FML, the city will continue to provide group health, dental and life insurance on the same terms and conditions as provided other employees. The employee must pay for the employee's share of the dependent health, dental and life insurance premiums during the employee's absence. If the employee's payment of health benefits premium is more than thirty (30) calendar days late, the obligation for the city to maintain the related insurance ceases. If the employee cannot financially afford the premiums due to unpaid leave status, the employee is required to make arrangements with the Human Resources Director (or her designee) for payment of premiums. Such arrangements will be placed in writing, and should an employee fail to return from leave and resign from employment voluntarily, the employee is still responsible for the financial arrangements. In addition, in the event an employee does not return from leave and the inability to return is within the employee's control, the employee will be responsible to repay the City for the City's share of premiums beginning from the first date of the leave.

(q) Delay or denial of FMLA benefits.

- (1) The city may delay the taking of FML under the following circumstances:
 - (A) if an employee fails to give timely advance notice when the need for FMLA leave is foreseeable, FML may be delayed until 30 days after the date the employee provides notice to the city of the need for FMLA leave;
 - (B) if an employee fails to provide in a timely manner a requested medical certification to substantiate the need for FML, fails to provide clarification, or cooperate in the City's efforts to seek clarification, the continuation of FML leave may be delayed or denied.
 - (C) An employee makes it known prior to or during the course of the leave, they do not intend on returning from FML or resigns during the course of approved FML.
- (2) If an employee fails to provide a requested fitness-for-duty certification to return to work, which addresses the employee's ability to perform the essential functions of the employee's job, the city may delay restoration until the employee submits the certificate.
- (3) If the employment relationship terminates, an employee's rights to continued leave, and restoration cease under FML.
- (4) If an employee fraudulently obtains FML leave, the city may deny job restoration.

(r) Definitions:

- (1) Qualified employee: one who has been employed at least 12 months and who has worked at least 1250 hours during the 12 months. The 12-month period may include time previously worked for the City so long as the time worked was no more than seven years back.
- (2) Rolling 12-month period: each time an employee takes FMLA leave, the remaining leave entitlement is the balance of the 12 weeks which has not been used during the immediately preceding 12 months. As the rolling year moves forward, available hours will be gained if they were used more than a year prior due to the look back period change.

Related Forms:

Federal Form WH-381-Eligibility Notice to Employee Under FMLA
Federal Form WH-382-Designation Notice Under FMLA
Federal Form WH-384- Military Exigency Leave
Federal Form WH-385-Military Care of Servicemember

**Chapter 18: American With Disabilities Act Grievance Process Via Risk Management
(for citizens) (12-1-15)**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Burleson. The City of Burleson's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or the grievant's designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Matt Ribitzki
ADA Coordinator and Deputy City Attorney
141 West Renfro
Burleson, TX 76028
Phone: 817-426-9664
Email: mrribitzki@burlesontx.com

Within 15 calendar days after receipt of the complaint, Matt Ribitzki or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Matt Ribitzki or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Burleson and offer options for substantive resolution of the complaint.

If the response by Matt Ribitzki or his designee does not satisfactorily resolve the issue, the complainant and/or designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager or his designee.

Within 15 calendar days after receipt of the appeal, the City Manager or his designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Matt Ribitzki or his designee, appeals to the City Manager or his designee, and responses from these two offices will be retained by the City of Burleson for at least three years.

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Revised 10/01/~~2023~~2024

**City of Burleson - Human Resources
Policy Manual - Glossary**

AFFINITY WITHIN THE SECOND DEGREE (RELATED TO NEPOTISM): includes an employee's spouse, stepparent, father-in-law, mother-in-law, spouse's grandparents, spouse's grandchildren, brother-in law, sister-in-law, son-in-law and daughter-in-law.

ALCOHOLIC BEVERAGES: alcohol, or any liquid containing more than one-half of one percent of alcohol-by-volume that is capable of use for beverage purposes alone or when diluted.

AMERICANS WITH DISABILITIES ACT OF 1990: Title 42 U.S.C. '12101, et seq., as amended.

APPLICANT: a person who has completed a written application form and provided any clarification information requested.

BENEFIT: an employer-sponsored program that includes, but is not limited to, holidays, vacation leave, sick leave, and health and life insurance, but does not include salary, service credit, or seniority.

CALL BACK: the unscheduled return to work outside of normal hours, on a holiday or day off at the request of a supervisor. It does not include overtime or holiday work scheduled in advance.

CHARTER: the Home Rule Charter of the City of Burleson.

CHILD: a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is: under 18 years of age; or 18 years of age or older and incapable of self-care because of a mental or physical disability.

CITY: the City of Burleson, Texas.

CITY MANAGER: the City Manager of the city or the City Manager's designee.

COMPLAINT: A "**complaint**" is an allegation that an employee's nonspecific employment conditions have been adversely affected. Examples include complaints about work schedule, hours of work, procedures, daily operations, department specific rules, performance evaluations, general treatment or disagreements among employees.

CONSANGUINITY WITHIN THE THIRD DEGREE (related to nepotism): includes an employee's great grandparents, grandparents, parents, children, grandchildren, great-grandchildren, brother, sister, nieces, nephews, half-nieces, half-nephews, and aunts and uncles who are sister/brother of a parent of the individual.

CORRECTIVE ACTION: steps taken to correct an issue and prevent recurrence, and is also known as discipline or disciplinary action.

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DEMOTION: the movement of an employee to a different classification having a lower maximum rate of pay.

DEPARTMENT DIRECTOR: an employee who is designated as a department director and is responsible for the administration of one or more city departments or the department director's designee.

DISMISSAL: involuntary termination of employment with the city.

DRUG PARAPHERNALIA: equipment, products, or materials, as defined in Chapters 481, 484 or 485 of the Texas Health and Safety Code, that may be used to facilitate the use of controlled substances or inhalants.

DRUG AND ALCOHOL TEST: the entire process of testing an individual for the presence of illegal drugs or alcoholic beverages, beginning with the collection of a specimen of bodily fluids, and continuing through the conclusion of laboratory testing of the specimen or administration of a breath test.

EMPLOYEE: a person employed and paid a salary by the city and includes the following categories, but does not include an independent contractor, city board or commission member, or city council member:

EXEMPT EMPLOYEE: an employee who performs an executive, administrative, professional, computer, or other exempt from overtime function as defined in the Fair Labor Standards Act.

FAIR LABOR STANDARDS ACT: Title 29 U.S.C. '201, et seq., as amended.

FMLA or FML: Family Medical Leave Act or Family Medical Leave; both acronyms are interchangeable.

FRAUD: "An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right; a false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury. Any kind of artifice employed by one person to deceive another. A generic term, embracing all the multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage of another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated." – Black's Legal Dictionary

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FULL-TIME EMPLOYEE: a person employed by the city to work at least 40 hours a week. Only under the ACA for health benefits, it is a person that works at least 1560 hours per year (30 hours a week) when hours are seasonal or variable.

GRIEVANCE: A "**grievance**" is an allegation that rights or benefits specifically provided by law, policy, personnel rule, or employer action (such as overtime pay, fringe benefits, pay rate, protected employment rights) has been denied or misapplied.

HEALTH CARE PROVIDER:

- (1) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices;
- (2) podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the state and performing within the scope of their practice;
- (3) Nurse practitioners, nurse-mid-wives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practice;
- (4) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- (5) any health care provider from whom the city or the city's group health plan will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

ILLEGAL DRUGS: controlled substances, as defined in Chapter 481 of the Texas Health and Safety Code, and inhalants, as defined in Chapters 484 and 485 of the Texas Health and Safety Code.

IMMEDIATE FAMILY: the employee's brother, sister, mother, father, grandchildren, grandparents, child, stepparents, spouse and the spouse's immediate family.

IMPAIRED or IMPAIRMENT: the inability of an employee to perform duties of the employee's position safely and competently due to use of alcohol, illegal drugs, prescription drugs or over-the-counter drugs.

INTERMITTENT LEAVE (related to FMLA or FML): leave taken in separate blocks of time due to a single qualifying reason.

JOB: (see POSITION)

LEGAL GUARDIAN: a person appointed by a court to guard the interests of a child who is a ward.

ON-CALL STATUS: a circumstance in which a department director or supervisor anticipates the need for an employee to report for work at some time other than the employee's regular working hours and in which the employee is expected to respond to a call to work at any time.

PARENT: the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

PART-TIME EMPLOYEE: a person who works fewer than 40 hours a week and is in a position that by city policy and practice is designated as "part-time."

PERSONNEL FILE: a collection of documents maintained by the Human Resources Department regarding an employee's work history with the city.

POSITION: a collection of tasks, duties and responsibilities regularly assigned to and performed by one person. The term "job" is synonymous with "position" when it is performed by one person.

PROMOTION: the change of an employee from a lower classification to a higher classification with a resulting increase in salary.

REASONABLE SUSPICION: a belief based on objective, particular facts sufficient to lead a reasonably prudent person to suspect that an employee may be under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job may be impaired or so the employee's ability to perform the job safely may be reduced.

REDUCED LEAVE SCHEDULE: a leave schedule that reduces the usual number of hours per work period or work day of an employee.

REINSTATEMENT: the rehiring of an employee who was reduced in classification or separated from employment as a result of a position being vacated or abolished through the annual budget process.

REINSTATEMENT LIST: a list of persons who have been reduced or separated from a particular classification as a result of positions being vacated or abolished through the budget process, ranked in the order of seniority.

REPRIMAND: a statement to an employee by a supervisor describing deficiencies in the employee's performance or acts of the employee that are in violation of the standards of conduct and describes corrective measures which the employee should take. A reprimand is formal if it is in writing.

RETIREE: an employee who leaves the employment of the city at a time when the employee is entitled to receive retirement benefits under the Texas Municipal Retirement System (TMRS).

SEPARATION: any termination of employment with the city.

SERIOUS HEALTH CONDITION: an illness, injury, impairment, or physical or mental condition that involves:

- (1) inpatient care in a hospital, hospice, or residential medical care facility; or
- (2) continuing treatment by a health care provider, including one or more of the following:
 - (A) a period of incapacity of more than three consecutive calendar days that requires:
 - treatment two or more times by a health care provider or by a provider of health care services under the orders of a health care provider; or
 - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
 - (B) any period of incapacity due to pregnancy or for prenatal care even if no treatment is received during the absence;
 - (C) any period of incapacity or treatment for an incapacity due to a chronic serious health condition even if no treatment is received during the absence;
 - (D) a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
 - (E) any period of absence to receive multiple treatments by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider.

SMOKING: the combustion of any cigar, cigarette, pipe, or similar article, using any form of tobacco or other combustible substance in any form

SPOUSE: a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage.

STAND-BY: an employee who is assigned to be available during off hours to respond to emergencies.

SUPERVISOR: an employee having direct authority over other employees; such authority can include assignment of job duties, performance counseling and evaluation and ~~corrective disciplinary~~ action.

SUSPENSION: an involuntary absence with or without pay imposed by a director for ~~corrective disciplinary~~ purposes.

SWORN EMPLOYEE: an employee of the police department who is certified by the Texas Commission on Law Enforcement Officer Standards and Education or an employee of the fire department who is certified by the Texas Commission on Fire Protection Personnel Standards and Education.

TEMPORARY EMPLOYEE: a person

- (A) whose employment is scheduled to last less than six months;
- (B) who holds a seasonal position, even though the employment may last more than six months; or
- (C) in a position which, by city policy and practice, is intended to give introductory work experience to a person preparing for entry into the work force.

TERMINATION: the end of employment with the city.

TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS): the retirement system established under the Texas Municipal Retirement System Act, Title 8, Subchapter G, Texas Government Code.

TOBACCO PRODUCT: a cigarette, cheroot, stogie, cigar, snuff, smoking tobacco, chewing tobacco and any article or product made of tobacco substitute.

TRANSFER: a change from one position to another in which departmental or classification lines, or both, may be crossed, but which does not result in either promotion or demotion.

UNDULY DISRUPTIVE: to grant an employee leave would impose an unreasonable burden on the city's ability to provide services of acceptable quality and quantity for the public during the time requested. Inconvenience is insufficient as a basis for determining that leave would be unduly disruptive.

WORK DAY: one shift during which a department is open for business or for which an employee is scheduled to work.

WORKING HOURS: the time during which an employee is on duty, including regular time, overtime, and emergency duty.

WORK PERIOD: a regularly recurring designated period of work which is used in accordance with the Fair Labor Standards Act to determine when a nonexempt employee is entitled to overtime compensation.

WORK WEEK: the number of hours an employee is regularly scheduled to work during a seven-day work period.

6.13 Catastrophic Leave Pool (10/01/24) - DRAFT

(a) Purpose. The City of Burlison recognizes that employees may have a personal or family medical emergency, resulting in a need for additional time off more than their available paid leave. To address this need, all eligible employees may donate accrued vacation and/or sick time hours from their unused balance to the City's Catastrophic Leave Pool ("the Pool"), which helps their co-workers in need of additional sick time off, in accordance with the policy outlined below. This policy is strictly voluntary.

(b) Eligibility. Employees must be employed with the City of Burlison in a regular, full-time position for a minimum of one year to be eligible to donate and/or receive donated paid time to use leave from the Pool. The employee must be a "member" of the Catastrophic Leave Pool to receive donated time from the Pool. Membership is defined as having enrolled in Catastrophic Leave Pool by contributing 8, 16, 24, 32, or 40 hours of vacation and/or sick time off to the pool. Employees must re-enroll annually to remain a member of the Pool for the calendar year. To be eligible to receive donated time off, a Pool member must exhaust all accrued paid leave and not be receiving paid disability benefits.

(c) Guidelines. An employee who would like to make a request to receive time off from the Pool must have a situation that meets the following criteria:

- (1) **Medical emergency**, defined as a medical condition of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave including disability benefits or while in a waiting period for disability benefits. Immediate family for this section includes children or any person who is incapable of self-care because of a mental or physical disability, and for whom the employee has actual day- to-day responsibility for care, including a biological, adopted, foster or stepchild. Immediate family also includes the employee's spouse, parent, in-laws, or siblings residing within the employee's household.

(d) Contribution of Hours and Membership Terms. Each annual contribution provides employee with one year of membership in the Pool (calendar year). An employee who resigns or retires from employment with the city may donate a portion of their vacation and/or sick time to the Pool at the time of resignation or retirement. What is an acceptable number of hours will be determined by the city and the employee at time of resignation/retirement.

(e) Donation of Paid Time Off. Employees may donate accrued vacation and/or sick paid time off hours to the Pool during designated timeframes established by Pool Administrator. Eligible members may donate vacation and/or sick paid time off hours with different benefit amounts, as shown below:

Donation Increment	Maximum Pool Hours Member May Receive per Year (or one-third of pool balance, whichever is less)
8 hours	80
16 hours	160
24 hours	240
32 hours	320
40 hours	400

- (1) The donation of vacation and/or sick paid time to the Pool is strictly voluntary.
- (2) Members cannot stipulate who will receive donated hours.
- (3) Donated hours become the property of the Pool. Donated vacation and/or sick paid time off will go into the Pool for use by eligible recipients and may not be withdrawn once submitted. Any balance of vacation and/or sick paid time off in the Pool will automatically carry forward to the following year.
- (4) If the Pool is dissolved by the city in the future, no additional hours will be donated and the remaining paid time hours will continue to be used by employees until the hours are depleted. In this scenario, eligible employees would include any employee who has donated paid time into the

Pool.

- (5) Recipient identity will not be disclosed to members.
- (6) The donation of sick paid time off is on an hourly basis, without regard to the dollar value of the donated or used leave.
- (7) Employees must have the desired donation amount available in their balance to donate. Employees cannot borrow against future vacation and/or sick paid time off to donate. Employees at their maximum accrual of hours, cannot donate future accruals that they are not eligible to receive by being at the maximum accrual limit.
- (8) The hours that a Pool member may be eligible to receive is on a calendar year basis and is not cumulative.
- (9) Employees may donate vacation and/or sick paid time off annually during benefits open enrollment, which is October or November each year. The donated vacation/sick paid time off will be transferred from the donor to the leave Pool on the following January 1st to begin the new calendar year's membership.
 - Employees who are on an approved leave of absence during the donation period cannot donate vacation and/or sick paid time off. Employees will be eligible to donate for two weeks after their return from a Family Medical Leave of Absence if they were on leave during the donation period.
- (10) Newly hired eligible employees may donate at the completion of 6 months of eligible continuous employment or during annual benefits enrollment, whichever comes first after reaching their 6-month anniversary.

(f) Requesting Sick Paid Time Off from the Pool.

- (1) Members who would like to request sick paid time off from the Pool must complete a Request Form and submit to Human Resources.
- (2) Members seeking donated time for a medical emergency must provide medical documentation as necessary to determine whether the employee's situation meets the criteria for donated sick paid time off.
- (3) Requests for donations of Pool sick paid time must be approved by Human Resources.
- (4) If the recipient employee has available paid leave in their leave balance, this time must be used prior to any donated sick paid time off. Donated sick paid time off may only be used for time off related to the approved request.
- (5) Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act (FMLA) or other City of Burlison policies.

(g) Administration of the Catastrophic Leave Pool. The Pool shall be administered by the "Pool Administrator," who shall be a member of the Human Resources Department.

(h) Appeal Procedure. A member who disagrees with a decision to deny a request for donated sick leave or with the amount of donated sick leave granted in response to a request may file an appeal with the City Manager or designee. The appeal must be in writing and must be filed within five business days from the disputed decision. The appeal should avoid any personal health/medical information to protect the employee's privacy. The decision of the City Manager or designee is considered final and will be submitted to the employee within ten business days of receiving an appeal request.



City of Burleson - General Government Compensation Plan (Non-Pay Step)
Revised: 10/1/2024

Job Classes	Salary Range	Minimum Annual	Midpoint Annual	Maximum Annual	Exemption	Minimum Hourly	Midpoint Hourly	Maximum Hourly
Associate Municipal Judge	Set by City Council				Exempt			
City Manager	Set by City Council				Exempt			
City Secretary	Set by City Council				Exempt			
Presiding Municipal Judge	Set by City Council				Exempt			
Deputy City Manager	50	\$164,693.70	\$205,867.13	\$247,040.56	Exempt	\$79.18	\$98.97	\$118.77
Police Chief	48	\$149,382.04	\$186,727.56	\$224,073.07	Exempt	\$71.82	\$89.77	\$107.73
Chief Technology Officer	47	\$142,268.61	\$177,835.77	\$213,402.92	Exempt	\$68.40	\$85.50	\$102.60
Director of Capital Engineering	47	\$142,268.61	\$177,835.77	\$213,402.92	Exempt	\$68.40	\$85.50	\$102.60
Director of Development Services	47	\$142,268.61	\$177,835.77	\$213,402.92	Exempt	\$68.40	\$85.50	\$102.60
Director of Finance	47	\$142,268.61	\$177,835.77	\$213,402.92	Exempt	\$68.40	\$85.50	\$102.60
Director of Public Works	47	\$142,268.61	\$177,835.77	\$213,402.92	Exempt	\$68.40	\$85.50	\$102.60
Fire Chief	47	\$142,268.61	\$177,835.77	\$213,402.92	Exempt	\$68.40	\$85.50	\$102.60
Director of Legal Services/Sr Deputy City Attorney	46	\$135,493.92	\$169,367.40	\$203,240.88	Exempt	\$65.14	\$81.43	\$97.71
Director of Economic Development	45	\$129,041.83	\$161,302.28	\$193,562.74	Exempt	\$62.04	\$77.55	\$93.06
Director of Human Resources	45	\$129,041.83	\$161,302.28	\$193,562.74	Exempt	\$62.04	\$77.55	\$93.06
Director of Parks and Recreation	45	\$129,041.83	\$161,302.28	\$193,562.74	Exempt	\$62.04	\$77.55	\$93.06
Deputy Chief - Police	43	\$117,044.74	\$146,305.93	\$175,567.11	Exempt	\$56.27	\$70.34	\$84.41
Director of Community Services	43	\$117,044.74	\$146,305.93	\$175,567.11	Exempt	\$56.27	\$70.34	\$84.41
Assistant Chief - Fire	42	\$111,471.18	\$139,338.98	\$167,206.77	Exempt	\$53.59	\$66.99	\$80.39
Deputy City Attorney/Compliance Manager	42	\$111,471.18	\$139,338.98	\$167,206.77	Exempt	\$53.59	\$66.99	\$80.39
Deputy Director of Capital Engineering	42	\$111,471.18	\$139,338.98	\$167,206.77	Exempt	\$53.59	\$66.99	\$80.39
Deputy Director - City Engineer	42	\$111,471.18	\$139,338.98	\$167,206.77	Exempt	\$53.59	\$66.99	\$80.39
Deputy Director - City Traffic Engineer	42	\$111,471.18	\$139,338.98	\$167,206.77	Exempt	\$53.59	\$66.99	\$80.39
Director of Administrative Services	42	\$111,471.18	\$139,338.98	\$167,206.77	Exempt	\$53.59	\$66.99	\$80.39
Director of Public Safety Communications	41	\$106,163.03	\$132,703.79	\$159,244.54	Exempt	\$51.04	\$63.80	\$76.56
Assistant Director of Development Services	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Assistant Director of Development Services-Building Official	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Assistant Director of Dev Srvces-Code Compl & Env Health	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Assistant Director of Finance	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Assistant Director of Human Resources	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Assistant to the City Manager	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Captain - Police	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Deputy Chief Technology Officer	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Deputy Director of Public Works	40	\$101,107.65	\$126,384.56	\$151,661.47	Exempt	\$48.61	\$60.76	\$72.91
Deputy Director of Parks	39	\$96,293.00	\$120,366.25	\$144,439.50	Exempt	\$46.29	\$57.87	\$69.44
Deputy Director of Recreation	39	\$96,293.00	\$120,366.25	\$144,439.50	Exempt	\$46.29	\$57.87	\$69.44
Veterinarian (Part-Time)	39				Non-Exempt	\$46.29	\$57.87	\$69.44
Assistant Director of Administrative Services	38	\$91,707.62	\$114,634.52	\$137,561.43	Exempt	\$44.09	\$55.11	\$66.14
Assistant Director of Fire - Financial Services	38	\$91,707.62	\$114,634.52	\$137,561.43	Exempt	\$44.09	\$55.11	\$66.14
Capital Program Engineering Manager	38	\$91,707.62	\$114,634.52	\$137,561.43	Exempt	\$44.09	\$55.11	\$66.14
Deputy Director of Economic Development	38	\$91,707.62	\$114,634.52	\$137,561.43	Exempt	\$44.09	\$55.11	\$66.14
Deputy Director-Library	38	\$91,707.62	\$114,634.52	\$137,561.43	Exempt	\$44.09	\$55.11	\$66.14
Development Engineering Manager	38	\$91,707.62	\$114,634.52	\$137,561.43	Exempt	\$44.09	\$55.11	\$66.14
Senior Public Works Engineer	38	\$91,707.62	\$114,634.52	\$137,561.43	Exempt	\$44.09	\$55.11	\$66.14
Deputy Director of Public Safety Communications	37	\$87,340.59	\$109,175.73	\$131,010.88	Exempt	\$41.99	\$52.49	\$62.99
Emergency Operations Manager	37	\$87,340.59	\$109,175.73	\$131,010.88	Exempt	\$41.99	\$52.49	\$62.99
IT Project Manager	37	\$87,340.59	\$109,175.73	\$131,010.88	Exempt	\$41.99	\$52.49	\$62.99
Sr Capital Projects Engineer	37	\$87,340.59	\$109,175.73	\$131,010.88	Exempt	\$41.99	\$52.49	\$62.99
Sr Development Engineer	37	\$87,340.59	\$109,175.73	\$131,010.88	Exempt	\$41.99	\$52.49	\$62.99
Deputy City Secretary	36	\$83,181.51	\$103,976.89	\$124,772.27	Exempt	\$39.99	\$49.99	\$59.99
IT Operations Manager	36	\$83,181.51	\$103,976.89	\$124,772.27	Exempt	\$39.99	\$49.99	\$59.99
General Manager (Golf)	35	\$79,220.49	\$99,025.61	\$118,830.73	Exempt	\$38.09	\$47.61	\$57.13
Public Works Operations Manager	35	\$79,220.49	\$99,025.61	\$118,830.73	Exempt	\$38.09	\$47.61	\$57.13
Software Applications Manager	35	\$79,220.49	\$99,025.61	\$118,830.73	Exempt	\$38.09	\$47.61	\$57.13

City of Burleson - General Government Compensation Plan (Non-Pay Step)
Revised: 10/1/2024

Job Classes	Salary Range	Minimum Annual	Midpoint Annual	Maximum Annual	Exemption	Minimum Hourly	Midpoint Hourly	Maximum Hourly
Capital Projects Engineer	34	\$75,448.08	\$94,310.10	\$113,172.12	Exempt	\$36.27	\$45.34	\$54.41
Chief Accountant	34	\$75,448.08	\$94,310.10	\$113,172.12	Exempt	\$36.27	\$45.34	\$54.41
Development Engineer	34	\$75,448.08	\$94,310.10	\$113,172.12	Exempt	\$36.27	\$45.34	\$54.41
IT Service Desk Manager	34	\$75,448.08	\$94,310.10	\$113,172.12	Exempt	\$36.27	\$45.34	\$54.41
Operations Manager - Streets	34	\$75,448.08	\$94,310.10	\$113,172.12	Exempt	\$36.27	\$45.34	\$54.41
Operations Manager - Water	34	\$75,448.08	\$94,310.10	\$113,172.12	Exempt	\$36.27	\$45.34	\$54.41
Principal Planner	34	\$75,448.08	\$94,310.10	\$113,172.12	Exempt	\$36.27	\$45.34	\$54.41
Accounting Supervisor	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Animal Services Manager	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Budget/Fiscal Services Manager	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Clerk of the Court (Court Administrator)	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
GIS Administrator	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Marketing and Communications Manager	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Operations Superintendent - Equipment Services	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Operations Superintendent - Streets/Traffic	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Operations Superintendent - Water/Wastewater	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Purchasing Manager	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Senior Planner	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Systems Administrator II	33	\$71,855.32	\$89,819.15	\$107,782.98	Exempt	\$34.55	\$43.18	\$51.82
Accountant Senior	32	\$68,433.64	\$85,542.04	\$102,650.45	Exempt	\$32.90	\$41.13	\$49.35
Customer Service Manager-Operations	32	\$68,433.64	\$85,542.04	\$102,650.45	Exempt	\$32.90	\$41.13	\$49.35
HR Manager	32	\$68,433.64	\$85,542.04	\$102,650.45	Exempt	\$32.90	\$41.13	\$49.35
Operations Superintendent - Facilities	32	\$68,433.64	\$85,542.04	\$102,650.45	Exempt	\$32.90	\$41.13	\$49.35
Recreation Manager	32	\$68,433.64	\$85,542.04	\$102,650.45	Exempt	\$32.90	\$41.13	\$49.35
Economic Development Project Manager	31	\$65,174.89	\$81,468.61	\$97,762.34	Exempt	\$31.33	\$39.17	\$47.00
Graduate Engineer	31	\$65,174.89	\$81,468.61	\$97,762.34	Exempt	\$31.33	\$39.17	\$47.00
Parks Superintendent	31	\$65,174.89	\$81,468.61	\$97,762.34	Exempt	\$31.33	\$39.17	\$47.00
Applications Analyst	30	\$62,071.32	\$77,589.16	\$93,106.99	Exempt	\$29.84	\$37.30	\$44.76
Construction Inspections Manager	30	\$62,071.32	\$77,589.16	\$93,106.99	Exempt	\$29.84	\$37.30	\$44.76
Financial/Budget Analyst	30	\$62,071.32	\$77,589.16	\$93,106.99	Exempt	\$29.84	\$37.30	\$44.76
Golf Course Superintendent	30	\$62,071.32	\$77,589.16	\$93,106.99	Exempt	\$29.84	\$37.30	\$44.76
Accountant	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Assistant City Secretary	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Assistant Recreation Manager	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Benefits and Wellness Administrator	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Circulation Supervisor	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Communications Coordinator	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Crime Prevention/Public Engagement Specialist	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Economic Development Coordinator	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Environmental Health Services Supervisor	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Librarian (Community Engagement)	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Librarian (Youth)	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Multimedia Specialist	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Planner	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Police Records Supervisor	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Pub Safety Quality Assurance Coordinator	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Pub Safety Training Coordinator	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Purchasing Agent	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Recruitment and Retention Specialist	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Radio Communication Technician II	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Recreation Supervisor	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Risk and Claims Administrator	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Russell Farm Supervisor	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Senior Building Inspector	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63

City of Burleson - General Government Compensation Plan (Non-Pay Step)
Revised: 10/1/2024

Job Classes	Salary Range	Minimum Annual	Midpoint Annual	Maximum Annual	Exemption	Minimum Hourly	Midpoint Hourly	Maximum Hourly
Senior Center Supervisor	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Senior GIS Analyst	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Systems Administrator I	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Traffic Operations Coordinator	29	\$59,115.55	\$73,894.43	\$88,673.32	Exempt	\$28.42	\$35.53	\$42.63
Video Production Specialist	29	\$59,115.55	\$73,894.43	\$88,673.32	Non-Exempt	\$28.42	\$35.53	\$42.63
Chief Engineering Inspector	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Code Compliance Manager	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Emergency Operations Coordinator	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Engineering Technician	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
GIS Analyst	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Pub Safety Communications Supervisor (911)	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Radio Communication Technician I	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Service Desk Technician II	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Utility Supervisors - Pumping	28	\$56,300.52	\$70,375.65	\$84,450.78	Non-Exempt	\$27.07	\$33.83	\$40.60
Accreditation Manager-Police	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Automotive Equipment Tech IV	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Economic Development Analyst	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Lead Public Safety Communications Specialist	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Parks and Recreation Business Administrator	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Police Analyst	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Service Desk Technician I	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Utility Supervisors - Water/WasteWater/Meters	27	\$53,619.54	\$67,024.43	\$80,429.32	Non-Exempt	\$25.78	\$32.22	\$38.67
Building Inspector	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Code Compliance Supervisor	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Deputy City Marshal	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Engineering Inspector	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Executive Assistant	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Field Supervisor - Streets Mtn/Drg	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Fire Inspector (Civilian)	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
HRIS Analyst	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Plans Examiner	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Public Safety Communication Specialist (911)	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Safety and Training Specialist	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Senior Administrative Specialist	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Senior Environmental Health Specialist	26	\$51,066.23	\$63,832.79	\$76,599.35	Non-Exempt	\$24.55	\$30.69	\$36.83
Accounting Coordinator	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Automotive Equipment Tech III	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Engineering Project Coordinator	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Golf Pro Shop Manager	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Lead Code Compliance Officer	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Right-of-Way Specialist	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Traffic Management Center Operator	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Utility Crew Leader	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Victim Assistance Coordinator	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Victims Assistance Support	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Web Content Coordinator - PT	25	\$48,634.51	\$60,793.13	\$72,951.76	Non-Exempt	\$23.38	\$29.23	\$35.07
Animal Shelter Administrator	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Automotive & Equipment Tech II	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
BRiCK Maintenance Supervisor	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Code Compliance Officer	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Environmental Health Specialist II	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Facilities Maintenance Crew Leader	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Facilities Maintenance Specialist	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Food Service Asst. Manager	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40

City of Burleson - General Government Compensation Plan (Non-Pay Step)
Revised: 10/1/2024

Job Classes	Salary Range	Minimum Annual	Midpoint Annual	Maximum Annual	Exemption	Minimum Hourly	Midpoint Hourly	Maximum Hourly
Maintenance Crew Leader (Golf)	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Maintenance Crew Leader (Parks/AFM)	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Property and Evidence / Crime Scene Forensic Technician	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Records & Information Coordinator/ERA	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Senior Irrigation Technician	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Signal Technician II - Streets Traffic	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Streets Crew Leader	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Water/WW Regulatory Specialist	24	\$46,318.58	\$57,898.22	\$69,477.87	Non-Exempt	\$22.27	\$27.84	\$33.40
Juvenile Case Manager/Deputy Court Clerk	23	\$44,112.93	\$55,141.16	\$66,169.40	Non-Exempt	\$21.21	\$26.51	\$31.81
Public Works Coordinator	23	\$44,112.93	\$55,141.16	\$66,169.40	Non-Exempt	\$21.21	\$26.51	\$31.81
Right-of-Way Inspector	23	\$44,112.93	\$55,141.16	\$66,169.40	Non-Exempt	\$21.21	\$26.51	\$31.81
Senior Administrative Assistant	23	\$44,112.93	\$55,141.16	\$66,169.40	Non-Exempt	\$21.21	\$26.51	\$31.81
Senior Building Permits Specialist	23	\$44,112.93	\$55,141.16	\$66,169.40	Non-Exempt	\$21.21	\$26.51	\$31.81
Senior Deputy Municipal Court Clerk	23	\$44,112.93	\$55,141.16	\$66,169.40	Non-Exempt	\$21.21	\$26.51	\$31.81
Signal Technician I - Streets Traffic	23	\$44,112.93	\$55,141.16	\$66,169.40	Non-Exempt	\$21.21	\$26.51	\$31.81
Animal Control Officer	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Automotive & Equipment Tech I	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Building Permits Specialist	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Environmental Health Specialist I	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Facilities Maintenance Tech III	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Senior Criminal Investigations Clerk	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Senior Police Records Clerk	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Utility Worker III	22	\$42,012.32	\$52,515.39	\$63,018.47	Non-Exempt	\$20.20	\$25.25	\$30.30
Accounting Technician	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
Deputy Municipal Court Clerk	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
Facilities Maintenance Tech II	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
HR Assistant	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
Lead Customer Service Representative	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
Street Maintenance Worker III	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
Utility Crew Leader-In Training	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
Utility Worker II	21	\$40,011.73	\$50,014.66	\$60,017.59	Non-Exempt	\$19.24	\$24.05	\$28.85
Administrative Assistant	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Communications & Design Assistant	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Criminal Investigations Clerk	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Customer Service Representative II	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Golf Course Irrigation Specialist / Groundskeeper	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Police Records Clerk	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Purchasing Assistant	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Senior Maintenance Worker (Parks/AFM)	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Signs & Markings Tech	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Street Maintenance Worker II	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Utility Worker I	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Video Production Assistant	20	\$38,106.41	\$47,633.01	\$57,159.61	Non-Exempt	\$18.32	\$22.90	\$27.48
Environmental Technician	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Facilities Maintenance Tech I	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Golf Course Cart Barn Supervisor	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Golf Course Grounds Keeper	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Golf Professional	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Library Program Specialist	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Maintenance Worker (Parks/AFM)	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Maintenance Worker (Parks/AFM)-PT	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Russell Farm Attendant	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Street Maintenance Worker I	19	\$36,291.82	\$45,364.77	\$54,437.73	Non-Exempt	\$17.45	\$21.81	\$26.17
Animal Shelter Technician	18	\$34,563.64	\$43,204.55	\$51,845.45	Non-Exempt	\$16.62	\$20.77	\$24.93

City of Burleson - General Government Compensation Plan (Non-Pay Step)
Revised: 10/1/2024

Job Classes	Salary Range	Minimum Annual	Midpoint Annual	Maximum Annual	Exemption	Minimum Hourly	Midpoint Hourly	Maximum Hourly
Aquatics Coordinator	18	\$34,563.64	\$43,204.55	\$51,845.45	Non-Exempt	\$16.62	\$20.77	\$24.93
Customer Service Representative I	18	\$34,563.64	\$43,204.55	\$51,845.45	Non-Exempt	\$16.62	\$20.77	\$24.93
Recreation Coordinator	18	\$34,563.64	\$43,204.55	\$51,845.45	Non-Exempt	\$16.62	\$20.77	\$24.93
Recreation Maintenance Technician	18	\$34,563.64	\$43,204.55	\$51,845.45	Non-Exempt	\$16.62	\$20.77	\$24.93
Senior Library Assistant	18	\$34,563.64	\$43,204.55	\$51,845.45	Non-Exempt	\$16.62	\$20.77	\$24.93
Library Assistant	17	\$32,917.75	\$41,147.19	\$49,376.62	Non-Exempt	\$15.83	\$19.78	\$23.74
Ball Field Attendant	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Custodian	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Customer Service Attendant-Lead	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Customer Service Attendant-Lead-PT	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Election Workers	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Food Service Attendant-Lead	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Golf Course Floating Assistant	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Lifeguard-Lead	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Parks and Recreation Intern	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Russell Farm Program Instructor/Customer Service Attendant	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Senior Center Coordinator	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Summer Camp Director	15	\$29,857.37	\$37,321.71	\$44,786.05	Non-Exempt	\$14.35	\$17.94	\$21.53
Administrative Aide	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Aquatics Customer Service Attendant	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Camp Counselor	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Customer Care Advocate	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Customer Service Attendant	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Food Service Attendant	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Golf Course Cart Barn Attendant	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Kid Zone Attendant	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Lifeguard	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71
Pro Shop Attendant	11	\$24,563.73	\$30,704.66	\$36,845.60	Non-Exempt	\$11.81	\$14.76	\$17.71

FIRE STEP PLAN - FY 2024-2025

Effective: 10/1/2024

POSITION(S)	1	2	3	4	5	6	7	8	9
Firefighter									
Firefighter Recruit (Step 1 Only)	\$ 71,000.00	\$ 73,130.00	\$ 75,323.90	\$ 77,583.62	\$ 79,911.13	\$ 82,308.46	\$ 84,777.71	\$ 87,321.04	\$ 89,940.68
Duration	1 year	1 year	1 year	1 year	1 year	1 year	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

POSITION(S)	1	2	3	4
Apparatus Operator	\$ 92,500.00	\$ 95,275.00	\$ 98,133.25	\$ 101,077.25
Duration	1 year	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%	3.00%

POSITION(S)	1	2	3	4	5
Fire Lieutenant	\$ 97,500.00	\$ 100,425.00	\$ 103,437.75	\$ 106,540.88	\$ 109,737.11
Duration	1 year	1 year	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%	3.00%	3.00%

POSITION(S)	1	2	3
Fire Captain	\$ 113,000.00	\$ 116,390.00	\$ 119,881.70
Duration	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%

POSITION(S)	1	2	3	4
Battalion Chief	\$ 120,000.00	\$ 123,600.00	\$ 127,308.00	\$ 131,127.24
Duration	1 year	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%	3.00%

Fire Department Temporary Assignment Matrix			
Position	Step Pay	OIC Duty Position	Step Pay
Firefighter	1-6	Apparatus Operator	1
Firefighter	7	Apparatus Operator	2
Firefighter	8	Apparatus Operator	3
Firefighter	9	Apparatus Operator	4
Apparatus Operator	1	Fire Lieutenant	1
Apparatus Operator	2	Fire Lieutenant	2
Apparatus Operator	3	Fire Lieutenant	3
Apparatus Operator	4	Fire Lieutenant	4
* Fire Lieutenant	1-4	Fire Captain	1
* Fire Lieutenant	5	Fire Captain	2
Fire Captain	1	Battalion Chief	1
Fire Captain	2	Battalion Chief	2
Fire Captain	3	Battalion Chief	3

* Fire Lieutenant to Fire Captain Step Up will be determined if applicable in advance and assigned if meets minimum shift criteria

Fire Department Assignment Pay	
Battalion Chief - Program Manager (EMS/Training/CRR)	\$6000/yr (paid out bi-weekly)

POLICE STEP PLAN - FY 2024-2025
EFFECTIVE: 10/1/2024

POSITION(S)	1
Public Safety Recruit	\$ 65,128.68
Duration	Until Sworn

POSITION(S)	1	2	3	4	5	6	7	8	9
Police Officer	\$ 75,000.00	\$ 77,250.00	\$ 79,567.50	\$ 81,954.53	\$ 84,413.16	\$ 86,945.56	\$ 89,553.92	\$ 92,240.54	\$ 95,007.76
Duration	1 year	1 year	1 year	1 year	1 year	1 year	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%

POSITION(S)	1	2	3	4	5
Sergeant	\$ 101,000.00	\$ 104,030.00	\$ 107,150.90	\$ 110,365.43	\$ 113,676.39
Duration	1 year	1 year	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%	3.00%	3.00%

POSITION(S)	1	2	3	4
Lieutenant	\$ 117,090.00	\$ 120,602.70	\$ 124,220.78	\$ 127,947.40
Duration	1 year	1 year	1 year	1 year
Increase between revised steps		3.00%	3.00%	3.00%

Police - Officer in Charge Pay	
Long Term Assignment: Assignment pay paid bi-weekly at a flat rate the equivalent of 10% of person's assigned base step	
Short Term Assignment: Assignment pay paid at 10% of person's assigned base step for the hours worked as Officer in Charge	

**City of Burleson - Recreational Programming Instructor Compensation Plan
October 1, 2024**

Occupational Job Families and Job Classes	Salary Range	Minimum Hourly	Midpoint Hourly	Maximum Hourly	Exemption
Recreation Instructors	0	\$15.00	\$22.50	\$30.00	Non-Exempt

Applicable Monthly Program Commission Tiers	Percentage
Program enrollment sold \$0 - \$849	0%
Program enrollment sold \$850 - \$1,249	20%
Program enrollment sold \$1,250 - \$1,674	25%
Program enrollment sold \$1,675 - \$3,349	30%
Program enrollment sold \$3,500 and up	35%

** Paid monthly for the prior month's sales

List of Approved Certification/Allowance Pay – City of Burleson - FY 2024-2025
October 1, 2024

Certification / Allowance	Eligible Department/Division	Annual Stipend
AERCO Technical Training (Pool Maint)	Parks and Recreation	\$360
Certified Playground Safety Inspector	Parks and Recreation	\$360
ISA Certified Arborist	Parks and Recreation	\$360
Animal Control Officer Administrative Certification	Animal Services	\$360
Animal Cruelty/Dog Fighting Investigation	Animal Services	\$360
ASE Level I - T8, A1, A2	Fleet Maintenance	\$360
ASE Level II- A3, A4, A5	Fleet Maintenance	\$360
ASE Level III - A6, A8, A9	Fleet Maintenance	\$360
Bi-lingual (English/Spanish)	Various for approved positions	\$600
Cell Allowance	Various for approved positions	\$650 \$1300
Certified Texas Master Naturalist	* Environmental Services	\$360
Class A Water Certification (TCEQ)	Water and Wastewater	\$1,200
Class B Water Certification (TCEQ)	Water and Wastewater	\$900
Class II Wastewater Certification (TCEQ)	Water and Wastewater	\$750
Class III Wastewater Certification (TCEQ)	Water and Wastewater	\$900
Clothing Allowance	Police for approved positions	\$500
Dispatch-Intermediate Certification	Public Safety Communications	\$600
Dispatch-Advanced Certification	Public Safety Communications	\$1,200
Dispatch-Master Certification	Public Safety Communications	\$1,450
Electrician - Certified Journeyman Electrician	Facilities	\$1,200
Electrician - Certified Master Electrician	Facilities	\$1,450
Emergency Vehicle Tech (EVT) I	Fleet Maintenance	\$900
Emergency Vehicle Tech (EVT) II	Fleet Maintenance	\$1,100
Emergency Vehicle Tech (EVT) III	Fleet Maintenance	\$1,450
Fire/Police-Intermediate Certification OR Associate's Degree	Fire and Police	\$600
Fire/Police-Advanced Certification OR Bachelor's Degree	Fire and Police	\$1,200
Fire/Police-Masters Certification OR Master's Degree	Fire and Police	\$1,450
Hazard Analysis and Critical Control Point (HACCP)	* Environmental Services	\$360
ICC Property Maintenance and Housing Inspector	* Code Enforcement	\$360
ICC Zoning Inspector	* Code Enforcement	\$360
NEHA Certified Foodborne Outbreak Investigator	* Environmental Services	\$360
NEHA Certified Professional- Food Safety	* Environmental Services	\$360
TCEQ Certified Stormwater Inspector or Certified Inspector of Sediment & Erosion Control (CISPEC)	* Code Enforcement	\$360
TCEQ Certified Stormwater Inspector or Certified Inspector of Sediment & Erosion Control (CISPEC)	* Environmental Services	\$360
NSPF Certified Pool Operator	* Environmental Services	\$360
Paramedic Assignment Pay	Fire	\$4,800
TCOLE Licensed Peace Officer with Active TCOLE Appointment in the Fire Marshal Office	Fire	\$600
Payroll Professional	Finance	\$960
Pesticide – Vector license	Parks and Recreation	\$360
Pesticide Applicator's license (TX Dept of Agriculture)	Parks and Recreation	\$360
Registered Code Enforcement Officer	* Environmental Services	\$360
TCEQ Designated Representative	* Environmental Services	\$360
TEEX 40 HR HAZWOPER	* Code Enforcement	\$360
TEEX Code Enforcement Officer II	* Code Enforcement	\$360
Tool Allowance	Approved by position in: Fleet Maintenance, Golf Maintenance, Marketing and Communications	\$1000 \$1200 \$1550
Uniform Allowance	Police	\$500
Vehicle Allowance	Various for approved positions	\$3000 \$4500 \$6000 \$9600

* Environmental Services and Code Enforcement are eligible to receive certification pay for up to 4 certifications.

Related Policies: Policy Handbook 9.4 Compensation (o)

Incentive or Certification Pay

An employee who obtains a specialized certification that is recognized by the City Manager as beneficial to performance of the employee's duties, may be paid a flat annual rate, calculated and paid out per pay period, in addition to the employee's regular pay. The rate of payment for incentive pay and eligibility to receive incentive pay will be established through adoption of the annual operating budget. Director level positions and above are not eligible to receive incentive pay. Employees on an unpaid leave of absence are also not eligible for incentive or certification pay for pay periods where there is no compensation paid to the employee. Human resources will maintain the official list of positions and employees qualifying for incentive pay.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation Department
FROM: Jen Basham, Director of Parks and Recreation
MEETING: September 9, 2024

SUBJECT:

Consider recommending approval of a construction contract with Jasco Construction LLC for the construction for the parking lot addition and trailhead improvement at Oak Valley South Scott trailhead in the amount of \$442,734.98 with project contingency of \$28,600.54 for a total amount of \$471,335.52. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

Trailhead improvements at Oak Valley South Scott Street have been approved as a FY 2024 project in the Parks Capital Improvement Program. Improvements include a parking lot addition, lighting, landscaping, and additional amenities such as a bike repair station, water fountain, and water filling station. The construction contract being presented this evening includes the following scope of work:

- Construction of a 6" concrete pavement parking lot, accommodating 22 parking spaces including 4 ADA spaces
- Parking lot striping
- Installation of an 8' concrete trail shared-space sidewalk
- Landscape improvements
- Addition of site furniture
- Installation of solar-powered lighting
- Construction of a stone column and metal roof shade structure
- Installation of a chilled water fountain and water filling station

RECOMMENDATION:

Staff recommends approving as presented.

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

February 20, 2024: Council approved design contract with Dunaway Associates, LLC for construction design, engineering, and survey services.

August 15, 2024: Park board recommended approval of construction award with Jasco Construction LLC

REFERENCE:

N/A

FISCAL IMPACT:

\$442,734.98 will be funded through 4B reimbursement resolution as part of the 2024 Parks Capital Improvement Plan.

STAFF CONTACT:

Jessica Martinez, CPRP
Deputy Director of Parks
jmartinez@burlesontx.com
682-312-2765



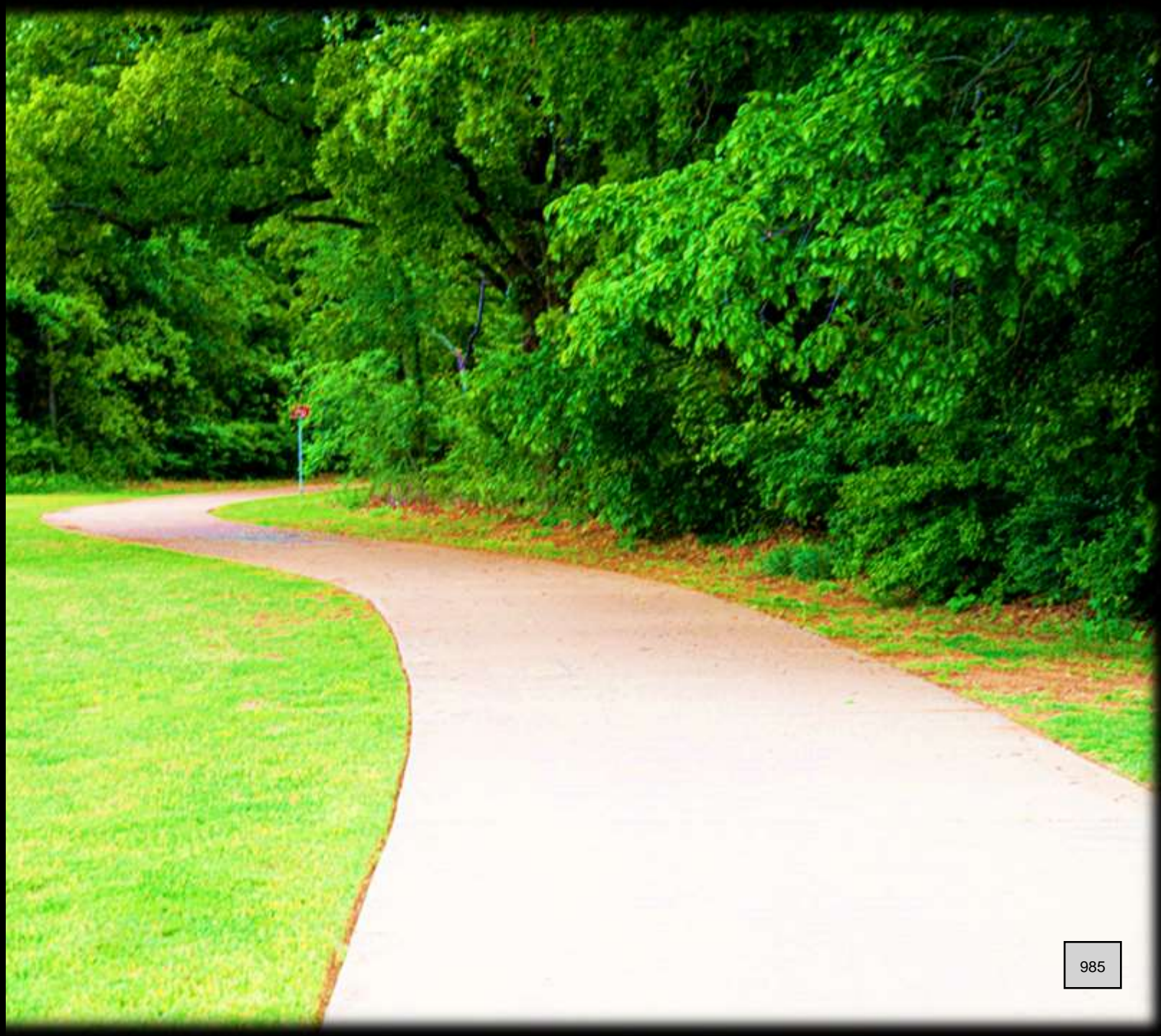
OAK VALLEY SOUTH SCOTT STREET: *TRAILHEAD IMPROVEMENT*

CITY COUNCIL: SEPTEMBER 9, 2024

STAFF CONTACT: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

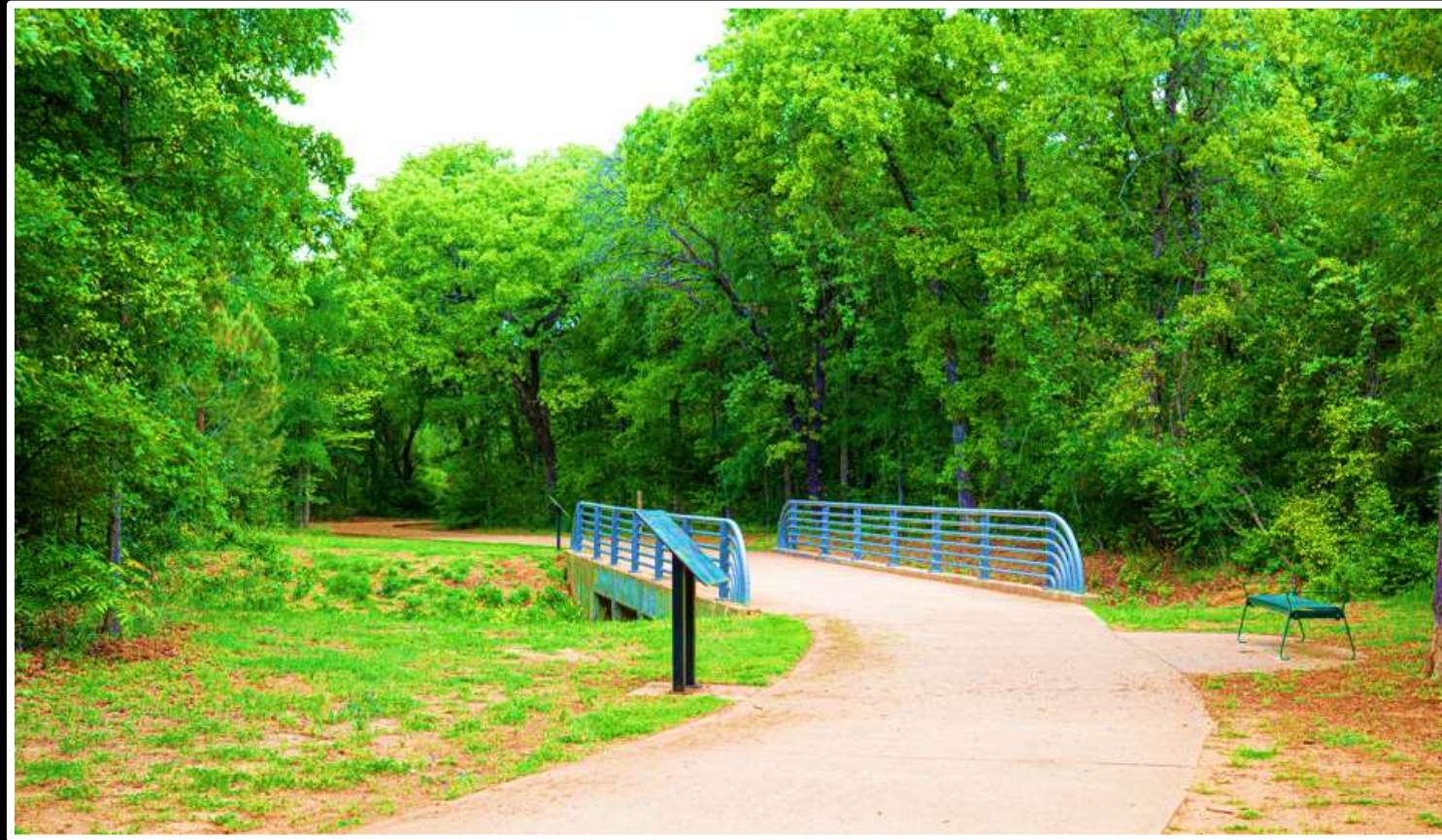
Overview

- 1 Background
- 2 Project Scope
- 3 Bid Summary
- 4 Timeline
- 5 Action Options



Background

- Trailhead improvements at Oak Valley South Scott Street have been approved as a **FY 2024** project in the Parks Capital Improvement Program.
- Improvement considerations include a parking lot addition, lighting, landscaping, and additional amenities such as a bike repair station and water fountain.
- **February 20, 2024:** Council approved design contract with Dunaway Associates, LLC for construction documents.



Existing Project Site



Project Site Plan and Scope



Project Scope includes:

- 6" concrete pavement for a parking lot
- Parking lot striping
- 8' concrete shared use trail
- Landscape improvements
- Site furniture
- Solar powered lighting
- Stone column and metal roof shade structure
- Chilled water fountain and water filling station

Site Plan: includes 22 parking spaces (4 ADA parking spaces)

Bid Summary



- Total Construction Budget: \$471,335.52
- Total qualified bids: 4
- Bid range:
 - High: \$643,102.76
 - Low: \$442,734.98
- Recommended award:
 - Contractor: Jasco Construction LLC
 - Total award: \$442,734.98
 - Available contingency funds: \$28,600.54

Estimated Timeline



Action Options



Staff Recommendation



Deny

Approve a contract award to Jasco Construction LLC in the amount of \$442,734.98 with a project contingency of \$28,600.54 for a total amount of \$471,335.52 for the construction of Oak Valley Scott Street Trailhead Improvement

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:
 2024-1190306

Date Filed:
 07/22/2024

Date Acknowledged:

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

Jasco Construction LLC
 Burleson , 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.

ITB 2024-018
 Act as general contractor for entire job, supplying all the sub contractors for each scope of work required.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Purselley, Jimmy	Burleson, TX United States	X	

5 Check only if there is NO Interested Party.

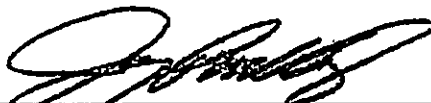
6 UNSWORN DECLARATION

My name is JIMMY PURSELLEY, and my date of birth is 7-21-76.

My address is 1601 CR 602, BURLESON, TX, 76028, 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 22 day of JULY, 20 24.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

SSECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. PK2409

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
JASCO CONSTRUCTION, LLC
hereinafter called "Contractor."

W I T N E S S E T H:

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

Scott Trailhead Improvements

City of Burleson PK 2409

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 45 calendar days after the date of written notice to commence work.

The OWNER agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

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

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

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

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

therefore 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

JASCO CONSTRUCTION, LLC
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

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, 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 the City of Burleson, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

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

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT JASCO CONSTRUCTION, LLC
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 FOUR HUNDRED FORTY-TWO THOUSAND, SEVEN HUNDRED THIRTY-FOUR AND 98/100 DOLLARS (\$442,734.98), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20__, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Scott Trailhead Improvements

City of Burleson PK2409

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the agent resident in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

PRINCIPAL

JASCO CONSTRUCTION, LLC.

Company

By

By

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City

State

Zip

City

State

Zip

WITNESS

SURETY

Company

By

By

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City

State

Zip

City

State

Zip

SECTION 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT JASCO CONSTRUCTION, LLC

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 FOUR HUNDRED FORTY-TWO THOUSAND, SEVEN HUNDRED THIRTY-FOUR AND 98/100 DOLLARS (\$442,734.98), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the _____ day of _____, 20 __, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Scott Trailhead Improvements

City of Burleson PK2409

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

By

Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

JASCO CONSTRUCTION, LLC

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

The Resident Agent of the SURETY in either Tarrant or Johnson 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.

SECTION 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT JASCO CONSTRUCTION, LLC

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 FOUR HUNDRED FORTY-TWO THOUSAND, SEVEN

HUNDRED THIRTY-FOUR AND 98/100 DOLLARS (\$442,734.98), lawful money of the

United States, to be paid in Burleson, Johnson County, Texas, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns,

administrators and successors, jointly and severally; and firmly by these presents, the

condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson,

dated the _____ day of _____, 20_, a copy of which is

attached hereto and made a part hereof, to furnish all materials, equipment, labor,

supervision, and other accessories necessary for the construction of:

Scott Trailhead Improvements

City of Burleson PK2409

in the City of Burleson, Texas, as more particularly described and designated in the above referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

Provided, further, that if any legal action be filed on this Bond, venue shall lie in Johnson County, Texas.

And, that SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc., accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY as the resident agent in either Tarrant or Johnson County to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

By

Signature

Typed/Printed Name

Title

Address

City State Zip

PRINCIPAL

JASCO CONSTRUCTION, LLC

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

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: August 19, 2024

SUBJECT:

Consider approval of a contract with C1S for a mechanical equipment package for the Burleson Recreation Center at the guaranteed max price of \$4,079,342. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

SUMMARY:

In August of 2023 Council requested the addition of the HVAC and Pool Dehumidification system to the CIP as a 2024 priority for replacement. The BRiCk has multiple projects currently scheduled as part of the 2024 capital improvement plan.

This guaranteed max price (GMP) package is the first of two packages and includes the removal, purchase, and install of the HVAC and dehumidification system. These items have extremely long lead times and will arrive mid to late 2025 for install.

The remaining GMP package is scheduled to be brought forward in October of 2024 with a construction timeline of winter 2024 for the lobby remodel and late summer 2025 for the pool plaster and sandfilter replacement.

The full scope and original budget of this capital project for all GMP packages includes:

Remodel of the lobby, party rental rooms, meeting rooms, and family changing rooms-\$511,350

Replacement of the indoor pool sandfilter-\$162,750

Replaster of the indoor pool-\$315,000

Replacement of the dehumidification system-\$1,575,000

Replacement of the HVAC system-\$2,887,500

Total project: \$5,451,600

RECOMMENDATION:

Staff recommends approval of the GMP package as presented.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

\$4,079,342 4B Debt

STAFF CONTACT:

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

BRICK RENOVATIONS – GMP EQUIPMENT PACKAGE

CITY COUNCIL

STAFF PRESENTER: JEN BASHAM, DIRECTOR OF PARKS AND RECREATION



BACKGROUND

- January 8, 2024: Council supported the plan for the renovation projects and the renderings for the lobby
 - Lobby Design - Ron Hobbs Architecture & Interior Design, LLP
- Construction Manager at Risk – Contract executed with C1S Group in May 2024
- Scope of Project:
 - Lobby Remodel
 - Pool Dehumidification System Replacement
 - Replace Indoor Pool Sand Filters
 - Resurface Indoor Pool
 - Replace A/C Units and Chillers
- Current Phase:
 - First GMP Package - Request approval to move forward with equipment that has a longer lead time.
- Next Phase:
 - Final Package – Request approval to purchase final equipment.

EQUIPMENT BREAKDOWN

DESERT AIRE

Includes: Replacement of the Desert Aire (dehumidification system for the Indoor Pool)

- Project estimate - \$1,575,000

HVAC UNITS

Includes: Replacement of Aeon RTU's, chillers, and VFD's.

- Project estimate - \$2,887,500

FIRST EQUIPMENT PACKAGE:

Includes:

- Design Calculation to size new pumps
- Demolition of (11) RTUs, (2) chillers & pumps, (2) dehumidifiers
- Provide and install (11) RTUs, (2) chillers & pumps, (2) dehumidifiers
- Disconnect and hook-up of electrical
- Tie into existing controls

First Package Cost - \$4,079,342

BUDGET AND FUNDING

Original Budget:

- First GMP Equipment Package - \$4,462,500
 - Desert Aire-\$1,575,000
 - HVAC replacement- \$2,887,500
- Final Package - \$989,100
 - Remodel of entryway- \$511,350
 - Replacement of Indoor Pool sand filter- \$162,750
 - Replaster of Indoor Pool-\$315,000

Total Budget: \$5,451,600

First Equipment Package Cost: \$4,079,342



1

REQUEST
APPROVAL FOR
FINAL PACKAGE:
OCTOBER 2024

2

LOBBY
RENOVATIONS:
NOVEMBER 2024

3

POOL
RENOVATIONS:
AUGUST 2025

4

HVAC UNITS:
CONSTRUCTION
BEGINS
SEPTEMBER 2025

PROJECTED TIMELINE



APPROVE THE FIRST EQUIPMENT
PACKAGE AS PRESENTED

DENY THE EQUIPMENT PACKAGE

DIRECTION

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

C1S Group Inc., Dallas, TX USA

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
C1S Group Inc.,	Dallas, TX USA	x	

5 Check only if there is NO Interested Party.

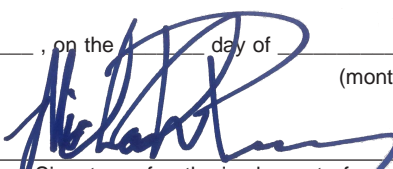
6 UNSWORN DECLARATION

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)

ADD ADDITIONAL PAGES AS NECESSARY



CITY OF BURLESON 23366 - HVAC & DEHUMIDIFIER EQUIPMENT SUPPLY & INSTALL

August 05, 2024



PREPARED FOR:

Jen Basham
City of Burleson
550 NW Summercrest Blvd.
Burleson, TX 76028



August 05, 2024

Jen Basham
Director - Parks and Recreation Department

550 NW Summercrest Blvd.
Burleson, TX 76028

RE: 23366 - HVAC & DEHUMIDIFIER EQUIPMENT SUPPLY & INSTALL

Dear Jen,

On behalf of C1S Group, Inc., We are pleased to present the Guaranteed Maximum Price (GMP) proposal for the HVAC & Dehumidifier Equipment Package.

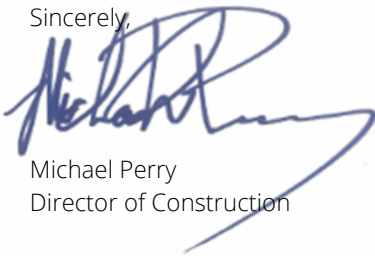
The scope of this project includes:

- Design calculation to size new pumps
- Demolition of (11) RTUs, (2) chillers & pumps, (2) dehumidifiers
- Provide and install (11) RTUs, (2) chillers & pumps, (2) dehumidifiers
- Disconnect & Hook-up of electrical
- Tie into existing controls

Our scope of work described here-in including the attached clarifications and assumptions will be provided for the amount of **(\$4,079,342.00) Four Million Seventy-Nine Thousand Three Hundred Forty-Two Dollars (+/- XX%), Excluding Tax.**

We thank you for this opportunity to present our proposal and appreciate your consideration to provide our professional services for your project. We look forward to introducing our project team and discussing your project in more detail.

Sincerely,



Michael Perry
Director of Construction



EXHIBIT A-1

Attachment A.1 - City of Burleson

HVAC & Dehumidifier Equipment Supply & Install

Burleson, Texas

GMP

August 5, 2024

Cost Summary

BID PACK	BID PACKAGE DESCRIPTION	TOTAL COST
AREA TOTAL(S):		
01A	AE DESIGN COST	\$32,650
01A	GENERAL REQUIREMENTS	\$77,623
07C	ROOFING	\$11,000
09A	FINISH REPAIRS	\$5,000
11A	EQUIPMENT SUPPLY - PUMPS	\$13,725
11A	EQUIPMENT SUPPLY - DEHUMIDIFIERS	\$966,795
11A	EQUIPMENT SUPPLY - RTUs/CHILLER	\$1,560,495
11A	EQUIPMENT SUPPLY - LOUVER	\$5,000
23A	MECHANICAL INSTALL	\$900,845
26A	ELECTRICAL	\$66,913
TOTAL COST OF WORK		\$3,640,046
GENERAL CONDITIONS	LUMP SUM	\$143,059
SUBTOTAL		\$3,783,105
GENERAL LIABILITY	0.500%	\$20,397
BUILDER'S RISK INSURANCE	0.500%	\$20,397
BUILDING PERMIT	LUMP SUM	WAIVED
PERFORMANCE BOND	LUMP SUM	\$61,190
SUBTOTAL		\$3,885,088
FEE	5.000%	\$194,254
TOTAL COST		\$4,079,342

EXHIBIT A-1
Attachment A.2
Burleson Recreation Center
23366 - HVAC & Dehumidifier Equipment Package
Burleson, Texas
Clarifications and Assumptions

GMP

August 5th, 2024

The following clarifications and assumptions, organized by CSI MasterFormat, are included as part of the deliverable.

GENERAL NOTES

1. This proposal is valid for 30 days and is made contingent upon both parties reaching a mutually agreeable Contract and Schedule.
2. This proposal is based upon our interpretation of the IFP Design documents as prepared by C1S Group Inc. dated 07/03/2024.
3. If drawings or specifications conflict with these Clarifications and Assumptions, the Clarifications and Assumptions will prevail.
4. Allowances included within the proposal is provided below in divisional summary.
5. C1S Group is not responsible for determining or interpreting ADA requirements, codes, etc.
6. Because STC performance generally is a laboratory standard that cannot be verified by field measurements, we assume that the Architect and/or their consultant(s) will provide all sound rated assembly details through the completion of the design as necessary and/or required. Any responsibility for STC performance specification is excluded. Final field results are to be verified by Owner and Architect or their consultants at the completion of the Work as necessary.
7. Custom material colors/textures. We assume the standard manufacturer's standard range of colors and textures for specified and/or anticipated products.
8. C1S may request pre-payment for long lead time equipment.
9. This proposal is based upon Subcontractor proposals, supplemented by C1S Group's in house quantity survey and pricing.

DIVISION 01 – GENERAL CONDITIONS

This proposal includes:

1. Construction duration is based upon a 4-month construction schedule.
2. The following schedule-related clarifications and assumptions:
 - a. Must have an executed agreement for equipment purchase not later than August 23,2024, to ensure purchase and delivery of long lead items.
 - b. The schedule includes 0 days of weather-related delay to the critical path. Any weather impact during a normal work week will be made up on a Saturday within the same work week.
 - c. The schedule is based upon a normal five (5) day work week. No shift work or scheduled overtime is included in unless specifically identified herein.
 - d. The schedule assumes work hours from 7:00AM to 7:00PM Monday through Friday and 8:00AM to 5:00PM on Saturday with no work allowed on Sundays. Therefore, the opportunity to accelerate the work or incorporate changes will be limited by these restrictions.
 - e. The project scope includes the following long lead items.
 - i. Chiller(s): 55-60 weeks after approved submittals
 - ii. Dehumidifier(s): 30-35 weeks after approved submittals
 - iii. RTU(s): 15-20 weeks after approved submittals
3. General liability insurance.
4. Builder's risk insurance.
5. Contractor contingency. The contingency is included for use by the Contractor. No amounts have been included for unforeseen conditions, Owner-initiated changes, scope changes, design changes, etc.
6. Free use of existing elevator for material and personnel.
7. Performance bond.
8. Prevailing wage compliance with local requirements.

This proposal excludes:

9. Tax.
10. Building/site permit.
11. Escalation.

EXHIBIT A-1
Attachment A.2
Burleson Recreation Center
23366 - HVAC & Dehumidifier Equipment Package

Burleson, Texas

12. Responsibility for an "all-inclusive cost" for the "intent" of the documents. The Proposal is based on our reasonable interpretation as discussed and to provide complete functioning systems for the intended use of the space as described in these Clarifications and Assumptions.
13. Owner Construction contingency. However, it is highly recommended that the Owner carry a contingency until the design is further defined.
14. Preconstruction Services.
15. Finance fees on equipment or other items.
16. Any tariffs/impositions/trade restrictions or other events resulting in price escalations.
17. All impact fees, maintenance fees, franchises fees and usage burdens.
18. Parking expenses for subcontractors during construction. It is assumed the Contractor will park on-site at no cost.
19. Any cost related to storage and storing equipment. Assumes all equipment will be received and stored on site.
20. Construction and material testing. Testing assumed to be paid for by the Owner.
21. Site and/or subsurface surveys. Surveys assumed to be paid for by the Owner.
22. Temporary power and utilities for building, site, and jobsite offices. All electricity, gas, sewer, water, and consumption costs will be provided and paid for by Owner. This include cost to run a temporary chiller and assumes existing power is adequate to do so.
23. Temporary facilities for utilization by Owner, consultants and/or the Architect and Engineers
24. Document reproduction and/or shipping. Reproduction assumed to be paid for by the Owner. It is also assumed that electronic files be provided to the Contractor and/or its subcontractors by the design team at no cost.
25. Special review and inspection costs such as TDLR.
26. Special inspections
27. Provisions for existing concealed conditions that could adversely impact the schedule and/or cost of the project.
28. Site surveys and/or subsurface investigations. Both the surveys and investigations are assumed to be paid for by the Owner.
29. Costs for the detection, demolition and removal of any unforeseen conditions that are not included as part of the documents, including structures, tanks, hazardous materials including (i.e., mold, asbestos, lead paint, contaminated soils, VOCs and PCBs encountered on the project site).
30. Costs associated with a 3rd party Commissioning Agent; however, C1S Group will coordinate the "General Commissioning Requirements" with the Owner's Commissioning Agent.
31. Costs for the detection and/or removal of hazardous materials including, but not limited to all mold, asbestos, lead, contaminated soils, and PCBs.
32. Guarantee of any Sound Transmission Coefficient (STC) ratings or similar acoustical performance requirements. STC performance generally is a laboratory standard that cannot be verified by field measurements. However, assemblies will be constructed as graphically detailed and described and will meet the expectations of the Architect.
33. Davis Bacon or compliance with any Federal wage requirements.
34. LEED Certification.
35. Design or engineering analysis.
36. BIM modeling.
37. Commissioning.
38. Factory Mutual (FM Global) Insurance requirements.

DIVISION 02 – EXISTING CONDITIONS

This proposal includes:

1. Demolition of (11) existing RTUs
2. Demolition of (2) existing chillers including existing pumps
3. Demolition of (2) existing dehumidifiers.
4. Demolition of (1) existing louver

This proposal excludes:

5. Demolition of existing chiller curbs. Assumes all curbs can be reused.
6. Demolition or modification of chiller CMU containment area.
7. Demolition or modification to any part of recreation center outside of the areas mentioned above.
8. Salvage of any kind. All demo'd equipment will be hauled off site and disposed of.
9. Costs for the detection and/or removal of hazardous materials including, but not limited to all mold, asbestos, lead paint, contaminated soils, PCBs, or other hazardous materials.
10. Any work unless specifically noted above or shown on documents.

EXHIBIT A-1
Attachment A.2
Burleson Recreation Center
23366 - HVAC & Dehumidifier Equipment Package
Burleson, Texas
DIVISION 03 - CONCRETE

This proposal includes:

1. NONE

DIVISION 04 - MASONRY

This proposal includes:

1. NONE

DIVISION 05 - METALS

This proposal includes:

1. Curb Adapters
2. Metal Panel Facade demo/reinstall for dehumidifier replacement
3. Wind Screen Demo/Reinstall on new units

This proposal excludes:

4. Structural steel bracing
5. Metal deck.
6. Heavy gage metal studs.
7. Miscellaneous steel.
8. Expansion joints.
9. Non-standard color or material selection(s).
10. Any work unless specifically noted above or shown on documents

DIVISION 06 – WOOD AND PLASTICS

This proposal includes:

1. NONE

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

This proposal includes:

1. Roof Repair allowance in the amount of \$11,000.00.
2. Caulking and sealants.

This proposal excludes:

3. Verification of roof integrity. Assumes roof is in good condition, and repairs will only be made as necessary for construction activities.
4. Damproofing.
5. Cementitious waterproofing.
6. Fluid applied waterproofing.
7. Thermal insulation.
8. Acoustical insulation.
9. Metal panels.
10. Composite metal panels.
11. Modified bituminous roofing.
12. Sheet metal and flashing.
13. Standing seam metal roofing.
14. Roof accessories.
15. Firesafing.
16. Sprayed fireproofing.
17. Intumescent fireproofing.
18. Non-standard color or material selection(s).
19. Water intrusion testing and costs related to a waterproofing consultant.
20. Any work unless specifically noted above or shown on documents

DIVISION 08 – DOORS AND WINDOWS

This proposal includes:

1. NONE

EXHIBIT A-1
Attachment A.2
Burleson Recreation Center
23366 - HVAC & Dehumidifier Equipment Package
Burleson, Texas
DIVISION 09 - FINISHES

This proposal includes:

1. Finish Repair Allowance in the amount of \$5,000.00

DIVISION 10 - SPECIALTIES

This proposal includes:

1. NONE

DIVISION 11 - EQUIPMENT

This proposal includes:

1. JCI/York - (2) 125 TN YVAA0161 Chillers
2. Aaon
 - a. (3) RQ-005-3-V-0WDN RTUs
 - b. (1) RNA-040-D-A-3-00FBF RTU
 - c. (1) RNA-031-D-A-3-00FBH RTU
 - d. (2) RNA-040-D-A-3-00FBK RTUs
 - e. (1) RN-010-3-0-0WDL RTU
 - f. (1) RQ-005-3-V-0WDJ RTU
 - g. (1) RQ-003-3-V-0WDJ RTU
 - h. (1) RN-020-3-0-0WDN RTU
3. Seresco - (2) SA60O4MCH21112b Dehumidifiers
4. (2) New pumps. Minimum size requirements based off Armstrong Model 4030 Horizontal Base Mounted End Suction Pump.

This proposal excludes:

5. Sand Filters
6. Loading dock equipment.
7. Window washing equipment.
8. Parking control equipment.
9. Kitchen equipment.
10. Audio-visual equipment
11. Non-standard color or material selection(s).
12. Waste handling equipment.
13. Any work unless specifically noted above or shown on documents.

DIVISION 12 - FURNISHINGS

This proposal includes:

1. NONE

DIVISION 13 – SPECIAL CONSTRUCTION

This proposal includes:

1. NONE

DIVISION 14 – CONVEYING SYSTEMS

This proposal includes:

1. NONE

DIVISION 21 – FIRE PROTECTION

This proposal includes:

1. NONE

DIVISION 22 - PLUMBING

This proposal includes:

1. NONE, plumbing scope limited to condensate and minimal plumbing demo/reinstallation lines required for mechanical scope.

EXHIBIT A-1
Attachment A.2
Burleson Recreation Center
23366 - HVAC & Dehumidifier Equipment Package

Burleson, Texas

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

This proposal includes:

1. Installation of (2) chillers and new pumps.
2. Installation of (11) RTUs
3. Installation of (2) Dehumidifiers
4. Provide Pick Plan for RTU/Chiller/Dehumidifier Demo and Install
5. Reuse existing pipe and accessories where possible.
6. Provide and install a temporary chiller and air system. Consumption cost is not included.
7. Tie into the existing control systems
8. Test and balance.
9. Modification to Chilled Water Piping as needed for 1 for 1 swap out of chiller and pumps
10. Haul off of all existing units and associated components
11. Chemical Cleanup post demo
12. Minor Modification to Ductwork as needed
13. 2 Year warranty

This proposal excludes:

14. New Ductwork.
15. Non-standard color or material selection(s).
16. Anti-Microbial coatings or filters
17. Seismic protection or restraints
18. Any work unless specifically noted above or shown on documents.

DIVISION 26, 27 & 28 – ELECTRICAL, COMMUNICATIONS, SAFETY AND SECURITY

This proposal includes:

1. Make safe and disconnection of existing mechanical equipment.
2. Electrical hook-up of new mechanical equipment.
3. Hook-up temporary chiller. No consumption cost included.
4. Reuse existing feeders, fixtures, and devices were required. Assumes all existing fixtures, feeders, devices, etc. are in good condition and adequate for change out of equipment.
5. Tie into existing controls system.

This proposal excludes:

6. Responsibility for integrity/function of the existing controls system. Assumes system is completely operable as is and that tie-ing into the system will not alter the functionality.
7. Removal of units
8. Warranty on existing electrical gear
9. Empty Telephone, Cable TV, and Data raceways.
10. Gear
11. Alteration to existing fire alarm system.
12. Access Control, Security, Video, Structured Cabling, Telephone/Data, parking control or other low voltage systems.
13. Lightning protection
14. Providing and installation of feeder to tap can or meter box. Assumes Oncore or equivalent entities is responsible for pulling feeders from transformer to box.
15. Any special requirement from Oncore or equivalent entities that contradict or go above and beyond the requirements of the NEC. Any special or unique conditions required may incur additional cost.
16. Seismic protection or restraints
17. Commissioning
18. Non-standard color or material selection(s).
19. Any work unless specifically noted above or shown on documents.

EXHIBIT A-1
Attachment A.2
Burleson Recreation Center
23366 - HVAC & Dehumidifier Equipment Package
Burleson, Texas
DIVISION 31 - EARTHWORK

This proposal includes:

1. NONE

DIVISION 32 – EXTERIOR IMPROVEMENTS

This proposal includes:

1. NONE

DIVISION 33 - UTILITIES

This proposal includes:

1. NONE

END OF CLARIFICATION AND ASSUMPTIONS

SHEET	CONTRACT DRAWING LOG	ISSUE DATE	REVISION
	Cover Sheet		
M0.00	GENERAL NOTES AND LEGENDS	7/3/2024	IFP
M0.01	MECHANICAL SPECIFICATIONS	7/3/2024	IFP
M1.01	MECHANICAL DEMOLITION FIRST FLOORPLAN	7/3/2024	IFP
M1.02	MECHANICAL DEMOLITION ROOF PLAN	7/3/2024	IFP
M2.01	MECHANICAL FIRST FLOOR PLAN	7/3/2024	IFP
M2.02	MECHANICAL ROOF FLOOR PLAN	7/3/2024	IFP
M5.00	MECHANICAL SCHEDULES & DETAILS	7/3/2024	IFP
E0.00	GENERAL NOTES AND LEGENDS	7/3/2024	IFP
E0.01	ELECTRICAL SPECIFICATIONS	7/3/2024	IFP
E1.01	POWER DEMOLITION FIRST FLOOR PLAN	7/3/2024	IFP
E1.02	POWER DEMOLITION ROOF PLAN	7/3/2024	IFP
E2.01	ELECTRICAL FIRST FLOOR PLAN	7/3/2024	IFP
E2.02	ELECTRICAL ROOF FLOOR PLAN	7/3/2024	IFP
E5.00	ELECTRICAL SCHEDULES	7/3/2024	IFP

EXHIBIT A-1

Attachment A.5 Burluson Remodel Equipment Install Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 3, 2024			
						May	Jun	Jul	Aug
20		23- HVAC	3 wks	Mon 8/18/25	Fri 9/5/25				
21		26- Electrical	3 wks	Mon 8/18/25	Fri 9/5/25				
22		Procurement	280 days	Thu 8/22/24	Wed 9/17/25				
23		24 - Mechanical	56 wks	Thu 8/22/24	Wed 9/17/25				
24		Construction							
25		Phase 3 (Hvac/Pool Equipment)	14 wks	Mon 8/4/25	Fri 11/7/25				
26		Mobilization	1 wk	Mon 8/4/25	Fri 8/8/25				
27		Existing Dehumidifier Demo	2 wks	Mon 8/11/25	Fri 8/22/25				
28		New Dehumidifier Install	2 wks	Mon 8/25/25	Fri 9/5/25				
29		Install Temp Chillers	2 days	Mon 9/15/25	Tue 9/16/25				
30		Demo Existing RTU/Chillers	2 wks	Mon 9/22/25	Fri 10/3/25				
31		Curb Adapter Install	1 wk	Mon 10/6/25	Fri 10/10/25				
32		Rooftop piping reinstall	2 wks	Mon 10/6/25	Fri 10/17/25				
33		Set new RTU's	2 wks	Mon 10/13/25	Fri 10/24/25				
34		Set new Chillers	2 wks	Mon 10/13/25	Fri 10/24/25				
35		Final Commissioning	1 wk	Mon 10/27/25	Fri 10/31/25				
36		Final Trade Inspections	1 wk	Mon 10/27/25	Mon 11/3/25				
37		Final Inspection/CO	0 days	Mon 11/3/25	Mon 11/3/25				
38		Substantial completion	1 day	Mon 11/3/25	Mon 11/3/25				
39		Completion of Final Punch List	1 wk	Mon 11/3/25	Fri 11/7/25				

Critical		Finish-only		Manual Summary	
Critical Split		Duration-only		Project Summary	
Critical Progress		Baseline		External Tasks	
Task		Baseline Split		External Milestone	
Split		Baseline Milestone		Inactive Task	
Task Progress		Milestone		Inactive Milestone	
Manual Task		Summary Progress		Inactive Summary	
Start-only		Summary		Deadline	

EXHIBIT A-1

Attachment A.5 Burluson Remodel Equipment Install Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 3, 2024			
						May	Jun	Jul	Aug
40		Closeout							
41		O&M Manual	1 day	Mon 11/10/25	Mon 11/10/25				
42		As-builts	1 day	Mon 11/10/25	Mon 11/10/25				
43		Owner Training	3 days	Mon 11/10/25	Wed 11/12/25				
44		Final Site Photos	1 day	Thu 11/13/25	Thu 11/13/25				
45		Warranty Letters	1 day	Fri 11/14/25	Fri 11/14/25				
46		Client Testimonial/survey	1 day	Fri 11/14/25	Fri 11/14/25				
47		Schedule 11 month warranty walk	1 day	Fri 11/14/25	Fri 11/14/25				

Critical		Finish-only		Manual Summary	
Critical Split		Duration-only		Project Summary	
Critical Progress		Baseline		External Tasks	
Task		Baseline Split		External Milestone	
Split		Baseline Milestone		Inactive Task	
Task Progress		Milestone		Inactive Milestone	
Manual Task		Summary Progress		Inactive Summary	
Start-only		Summary		Deadline	

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment **EXHIBIT A-1** dated the **7th** day of **August** in the year **2024**, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the **5th** day of **August** in the year **2024** (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

City of Burleson Recreational Center (BRiCk Project)
141 W Renfro Street
Burleson, TX 76028

THE OWNER:
(Name, legal status, and address)
City of Burleson
141 W Renfro Street
Burleson, TX 76028

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

C1S Group, Inc.
4231 Sigma Road Suite. 110
Dallas, TX 75244

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(2035103281)

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed **Four Million Seventy-Nine Thousand Three Hundred Forty-Two Dollars Excluding Tax. (\$4,079,342.00)**, subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Exhibit A-1 , Attachment A.1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- [X] The date of execution of this Amendment.
- [] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: **November 2025**

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

(Paragraph deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A-1 Attachment A.2	Clarifications & Assumptions	August 5th 2024	
Exhibit A-1 Attachment A.1	GMP Breakdown	August 5th 2024	
Exhibit A-1 Attachment A.4	Drawing Log	August 5th 2024	
Exhibit A-1 Attachment A.5	Schedule	August 5th 2024	

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
N/A			

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
Refer to Drawing Log	Exhibit A-1 Attachment.4	August 5th 2024

Init.

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Exhibit A-1 Attachments A.1 & A.2	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Exhibit A-1 - Attachment A.2

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Asbestos Survey by Eco Systems, Dated - 03/01/2024

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:10:00 ET on 08/07/2024.

PAGE 1

This Amendment **EXHIBIT A-1** dated the **7th** day of **August** in the year **,2024**, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the **5th** day of **August** in the year **2024** (the "Agreement")

...

City of Burleson Recreational Center (BRiCk Project)
141 W Renfro Street
Burleson, TX 76028

...

City of Burleson
141 W Renfro Street
Burleson, TX 76028

...

C1S Group, Inc.
4231 Sigma Road Suite. 110
Dallas, TX 75244

PAGE 2

§ **A.1.1.1** The Contract Sum is guaranteed by the Construction Manager not to exceed (\$—),
Four Million Seventy-Nine Thousand Three Hundred Forty-Two Dollars
Excluding Tax. (\$4,079,342.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Exhibit A-1 , Attachment A.1

...

N/A

...

N/A

...

N/A

...

The date of execution of this Amendment.
PAGE 3

By the following date: November 2025

...

N/A

~~§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.~~

...

Exhibit A-1 Clarifications & August 5th 2024
Attachment A.2 Assumptions

Exhibit A-1 GMP Breakdown August 5th 2024
Attachment A.1

Exhibit A-1 Drawing Log August 5th 2024
Attachment A.4

Exhibit A-1 Schedule August 5th 2024
Attachment A.5

...

N/A

...

Refer to Drawing Log Exhibit A-1 August 5th 2024
Attachment.4

PAGE 4

N/A

...

Exhibit A-1 Attachments A.1 & A.2

...

Exhibit A-1 - Attachment A.2

...

Asbestos Survey by Eco Systems, Dated - 03/01/2024

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:10:00 ET on 08/07/2024 under Order No. 4104248839 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Director of Administrative Services

MEETING: September 9, 2024

SUBJECT:

Consider approval of a minute order rejecting bids for ITB 2024-019 Advertisement of City Notices. (*Staff Contact: Richard Abernethy, Director of Administrative Services*)

SUMMARY:

The Local Government Code requires that legal notices be published in a newspaper within their political subdivision. The City of Burleson has published legal notices with The Fort Worth Star Telegram since the closure of the Burleson Star in 2019. Through the use of new financial software, it has been determined that expenditures for the advertisement of official city notices have exceeded \$50,000 in recent years.

This prompted staff to seek direction from the Council Policy and Valuation Committee on April 17, 2024. The consensus was to competitively bid this service with the objective of selecting a primary and secondary newspaper for publishing legal notices.

The recommendation of the Council Policy and Valuation Committee was taken to the City Council on May 6, 2024, where it was reaffirmed to competitively bid the service to identify a primary and secondary newspaper for legal notices.

ITB 2024-019 Advertisement of City notices was posted on June 21, 2024, advertised in the Fort Worth Star-Telegram on June 21, 2024 and June 28, 2024. Invitations were sent to prospective bidders (including the Fort Worth Star-Telegram, Cleburne Times-Review, Commercial Recorder, and others). Additionally, the purchasing staff sent email correspondence and contacted potential bidders via phone. One submission was received by The Cleburne Times-Review.

The City currently utilizes the Fort Worth Star-Telegram (McClatchy Shared Services), which has offered a one-year contract renewal at a rate that would result in similar or slightly lower annual costs. Staff recommends rejecting the bid and executing a one-year contract with McClatchy Shared Services. At the end of the contract term, staff will re-evaluate the service and consider re-bidding for a longer-term agreement.

This recommendation was presented to the City Council Policy and Valuation Committee on August 21, 2024, where the consensus was to proceed with this recommendation.

RECOMMENDATION:

Staff recommends approval of the minute order rejecting bids for ITB 2024-019 Advertisement of City Notices.

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

April 17, 2024: The City Council Policy and Valuation Committee received a report, held a discussion, and provided staff feedback regarding newspaper services for publishing legal notices.

May 6, 2024: City Council received a report, held a discussion, and provided staff feedback regarding newspaper services for publishing legal notices.

August 21, 2024: City Council Policy and Valuation Committee received a report, held a discussion, and provided staff feedback regarding newspaper services for publishing legal notices.

REFERENCE:

FISCAL IMPACT:

N/A

STAFF CONTACT:

Richard Abernethy
Director of Administrative Services
rabernethy@burlesontx.com
817-426-6662

Newspaper Services Contracts

CITY COUNCIL

SEPTEMBER 9, 2024

Purpose

- Compliance with the Competitive Bidding Requirements
- Identification of Cost Saving Measures

Background

- December, 2023: Administrative Services, began looking into options for lowering the cost of the City's newspaper services for publishing legal notices while also staying compliant with bidding and procurement laws.
- April 17, 2024: Staff briefed the City Council Policy and Valuation Committee and recommended bidding out newspaper services with the objective of selecting a primary and secondary newspaper for publishing legal notices.
- May 8, 2024: Staff briefed the City Council on newspaper services. The consensus was to bid out newspaper services with the objective of selecting a primary and secondary newspaper for publishing legal notices.
- June-July 2024: The City advertised a request for bids for Newspaper Services. The city received one bid from the Cleburne Times Review.
- August 21, 2024: Presented recommendations to the City Council Policy and Valuation Committee.

Local Government Code Requirements

- Texas Local Government Code requires that notices be published in a newspaper. These notices include, but are not limited to:
 - Advertisements for competitively sealed bids
 - Election notices
 - Items related to development
 - Items related to water utilities
 - Items related to zoning regulations
 - Meeting notices
 - Public hearings related to budget

In 2023, HB 622 would have authorized alternative media to satisfy the public notice requirements, including social media, free newspapers, school newspapers, a homeowners' association newsletter or magazine, utility bills, direct mailings and any other form of media authorized by the comptroller. The bill made it through the House Committee but failed to move on to vote by the house.

Local Government Code Requirements – continued

- Texas Local Government Code also has stipulations related to the type of newspaper in which these notices may be published:
 - Devote not less than 25% of total column lineage to general interest items;
 - Be published at least once each week;
 - Be entered as second-class postal matter in the county where published;
 - Have been published regularly and continuously for at least 12 months before the governmental entity or representative published notice; and
 - A weekly newspaper that has been published regularly and continuously

The City currently uses the Fort Worth Star-Telegram to advertise all legal notices.

Historical Cost for City Notices

Fiscal Year	Transaction Count	Amount	Avg. Cost Per Transaction
2019-2020	82	\$99,633.95	\$1,215
2020-2021	62	\$82,944.11	\$1,338
2021-2022	100	\$73,465.04	\$735
2022-2023	82	\$43,190.10	\$527
2023-2024 (spend to date)	49	\$21,818.79	\$445

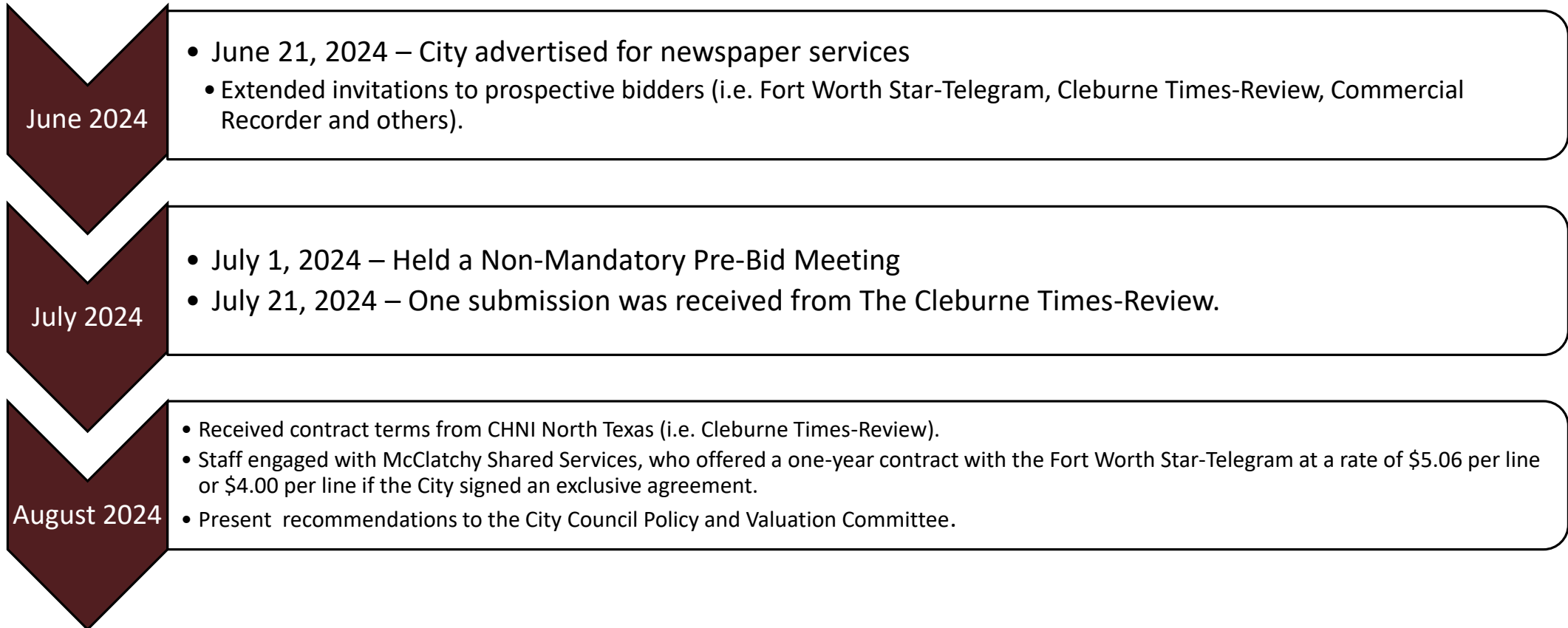
Notes:

- A contract with The Fort Worth Star Telegram (McClatchy Shared Services) was negotiated in 2021 and the rate being charged was reduced from market rate to \$6.06 per line + \$10.00 online publication fee.
- The May 2020 election, originally scheduled for fiscal year 2020-2021, was delayed to November 2021, aligning with the 2021-2022 fiscal year. This shift necessitated the re-issuance of legal notices and may have contributed to a higher-than-average number of transactions.

*Transaction count refers to the number of individual accounts that incur charges for each invoice

*This data was pulled from the Munis system and includes issued checks and P-Card transactions beginning in 2022

Newspaper Bid Time Line



Note: The City did extend the bid deadline by one week to allow extra time for bidders to respond.

Proposed Rates

Fort Worth Star-Telegram

Type	Rate
Per Line Rate	\$5.06
Online Fee	\$10
Estimated Cost for Typical City Ad	\$460

Cleburne Times-Review

Type	Rate
Per column inch (Weekday)	\$20
Per column inch (Sunday or Saturday)	\$20
Misc. Advertising Cost (Online)	\$17
Estimated Cost for Typical City Ad	\$388

Note:

- McClatchy Shared Services also offered a lower rate at \$4.00 per line if we signed a one year exclusive. A typical ad cost would then be slightly lower than the Cleburne Times-Review at \$378.

Recommended Approach

- The estimated annual cost for this service is below \$50,000, and the rate offered by McClatchy Services would result in similar or slightly lower costs. Therefore, staff recommends rejecting the bid and executing a one-year contract with McClatchy Shared Services.
- Staff will re-evaluate the service contract at the end of the term and consider re-bidding this service for a longer-term agreement.
- This recommendation was presented to the City Council Policy and Valuation Committee on August 21, 2024.
 - The consensus from the committee was to proceed with this recommendation.

Recommendation

- Reject the one submission from The Cleburne Times-Review (CHNI North Texas)
- Execute a contract with McClatchy Services for one-year at the rate of \$4.00 per line.

City Council Regular Meeting

DEPARTMENT: Administrative Services

FROM: Richard Abernethy, Director of Administrative Services

MEETING: September 9, 2024

SUBJECT:

Consider approval of a contract with McClatchy Shared Services (The Fort Worth Star-Telegram) in the amount of \$45,000 for the advertisement of legal notices for one year. (*Staff Contact: Richard Abernethy, Director of Administrative Services*)

SUMMARY:

The Local Government Code requires that legal notices be published in a newspaper within their political subdivision. The City of Burleson has published legal notices with The Fort Worth Star Telegram since the closure of the Burleson Star in 2019. Through the use of new financial software, it has been determined that expenditures for the advertisement of official city notices have exceeded \$50,000 in recent years.

This prompted staff to seek direction from the Council Policy and Valuation Committee on April 17, 2024. The consensus was to competitively bid this service with the objective of selecting a primary and secondary newspaper for publishing legal notices.

The recommendation of the Council Policy and Valuation Committee was taken to the City Council on May 6, 2024, where it was reaffirmed to competitively bid the service to identify a primary and secondary newspaper for legal notices.

ITB 2024-019 Advertisement of City notices was posted on June 21, 2024, advertised in the Fort Worth Star-Telegram on June 21, 2024 and June 28, 2024. Invitations were sent to prospective bidders (including the Fort Worth Star-Telegram, Cleburne Times-Review, Commercial Recorder, and others). Additionally, the purchasing staff sent email correspondence and contacted potential bidders via phone. One submission was received by The Cleburne Times-Review.

The City currently utilizes the Fort Worth Star-Telegram (McClatchy Shared Services), which has offered a one-year contract renewal at a rate that would result in similar or slightly lower annual costs. Staff recommends rejecting the bid and executing a one-year contract with McClatchy Shared Services. At the end of the contract term, staff will re-evaluate the service and consider re-bidding for a longer-term agreement.

This recommendation was presented to the City Council Policy and Valuation Committee on August 21, 2024, where the consensus was to proceed with this recommendation.

RECOMMENDATION:

Staff recommends authorizing a one-year contract with the McClatchy Shared Services (The Fort Worth Star-Telegram) for \$45,000.

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

April 17, 2024: The City Council Policy and Valuation Committee received a report, held a discussion, and provided staff feedback regarding newspaper services for publishing legal notices.

May 6, 2024: City Council received a report, held a discussion, and provided staff feedback regarding newspaper services for publishing legal notices.

August 21, 2024: City Council Policy and Valuation Committee received a report, held a discussion, and provided staff feedback regarding newspaper services for publishing legal notices.

REFERENCE:

FISCAL IMPACT:

\$50,000 annually

STAFF CONTACT:

Richard Abernethy
Director of Administrative Services
rabernethy@burllesontx.com
817-426-6662



Newspaper Services Contracts

CITY COUNCIL

SEPTEMBER 9, 2024

Purpose

- Compliance with the Competitive Bidding Requirements
- Identification of Cost Saving Measures

Background

- December, 2023: Administrative Services, began looking into options for lowering the cost of the City's newspaper services for publishing legal notices while also staying compliant with bidding and procurement laws.
- April 17, 2024: Staff briefed the City Council Policy and Valuation Committee and recommended bidding out newspaper services with the objective of selecting a primary and secondary newspaper for publishing legal notices.
- May 8, 2024: Staff briefed the City Council on newspaper services. The consensus was to bid out newspaper services with the objective of selecting a primary and secondary newspaper for publishing legal notices.
- June-July 2024: The City advertised a request for bids for Newspaper Services. The city received one bid from the Cleburne Times Review.
- August 21, 2024: Presented recommendations to the City Council Policy and Valuation Committee.

Local Government Code Requirements

- Texas Local Government Code requires that notices be published in a newspaper. These notices include, but are not limited to:
 - Advertisements for competitively sealed bids
 - Election notices
 - Items related to development
 - Items related to water utilities
 - Items related to zoning regulations
 - Meeting notices
 - Public hearings related to budget

In 2023, HB 622 would have authorized alternative media to satisfy the public notice requirements, including social media, free newspapers, school newspapers, a homeowners' association newsletter or magazine, utility bills, direct mailings and any other form of media authorized by the comptroller. The bill made it through the House Committee but failed to move on to vote by the house.

Local Government Code Requirements – continued

- Texas Local Government Code also has stipulations related to the type of newspaper in which these notices may be published:
 - Devote not less than 25% of total column lineage to general interest items;
 - Be published at least once each week;
 - Be entered as second-class postal matter in the county where published;
 - Have been published regularly and continuously for at least 12 months before the governmental entity or representative published notice; and
 - A weekly newspaper that has been published regularly and continuously

The City currently uses the Fort Worth Star-Telegram to advertise all legal notices.

Historical Cost for City Notices

Fiscal Year	Transaction Count	Amount	Avg. Cost Per Transaction
2019-2020	82	\$99,633.95	\$1,215
2020-2021	62	\$82,944.11	\$1,338
2021-2022	100	\$73,465.04	\$735
2022-2023	82	\$43,190.10	\$527
2023-2024 (spend to date)	49	\$21,818.79	\$445

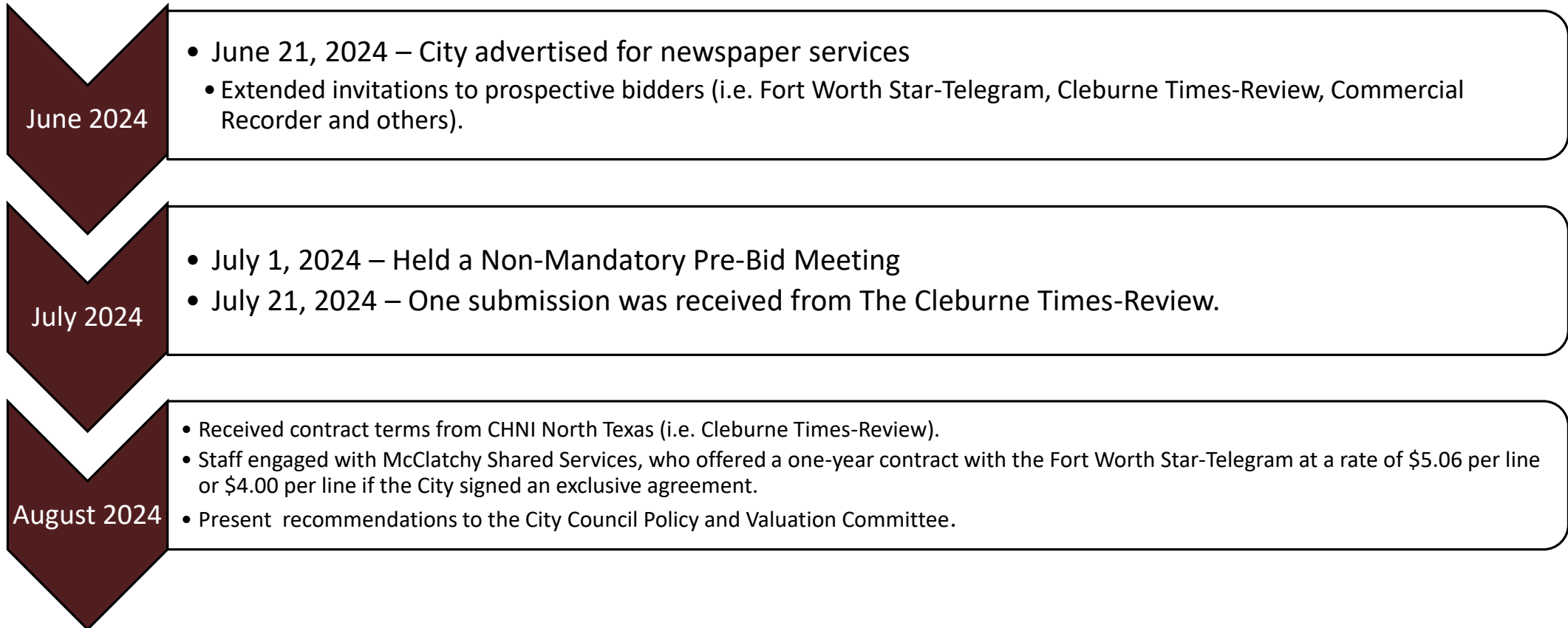
Notes:

- A contract with The Fort Worth Star Telegram (McClatchy Shared Services) was negotiated in 2021 and the rate being charged was reduced from market rate to \$6.06 per line + \$10.00 online publication fee.
- The May 2020 election, originally scheduled for fiscal year 2020-2021, was delayed to November 2021, aligning with the 2021-2022 fiscal year. This shift necessitated the re-issuance of legal notices and may have contributed to a higher-than-average number of transactions.

*Transaction count refers to the number of individual accounts that incur charges for each invoice

*This data was pulled from the Munis system and includes issued checks and P-Card transactions beginning in 2022

Newspaper Bid Time Line



Note: The City did extend the bid deadline by one week to allow extra time for bidders to respond.

Proposed Rates

Fort Worth Star-Telegram

Type	Rate
Per Line Rate	\$5.06
Online Fee	\$10
Estimated Cost for Typical City Ad	\$460

Cleburne Times-Review

Type	Rate
Per column inch (Weekday)	\$20
Per column inch (Sunday or Saturday)	\$20
Misc. Advertising Cost (Online)	\$17
Estimated Cost for Typical City Ad	\$388

Note:

- McClatchy Shared Services also offered a lower rate at \$4.00 per line if we signed a one year exclusive. A typical ad cost would then be slightly lower than the Cleburne Times-Review at \$378.

Recommended Approach

- The estimated annual cost for this service is below \$50,000, and the rate offered by McClatchy Services would result in similar or slightly lower costs. Therefore, staff recommends rejecting the bid and executing a one-year contract with McClatchy Shared Services.
- Staff will re-evaluate the service contract at the end of the term and consider re-bidding this service for a longer-term agreement.
- This recommendation was presented to the City Council Policy and Valuation Committee on August 21, 2024.
 - The consensus from the committee was to proceed with this recommendation.

Recommendation

- Reject the one submission from The Cleburne Times-Review (CHNI North Texas)
- Execute a contract with McClatchy Services for one-year at the rate of \$4.00 per line.

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: September 9, 2024

SUBJECT:

Consider approval of a Resolution casting the City of Burleson's vote in the Texas Municipal League Intergovernmental Risk Pool Board of Trustees 2024 Election.
(Staff Contact: Amanda Campos, City Secretary)

SUMMARY:

In 1973 the legislature passed legislation that required cities to provide workers' compensation coverage to their employees. The cost of workers' compensation through traditional insurers was extremely expensive and cost prohibitive to cities. The legislation also provided for an avenue for cities to create a self-insurance program to help with the cost.

Texas Municipal League Workers' Compensation Joint Insurance Fund was created in 1974 to create a pool of cities for workers' compensation coverage at an affordable rate. Liability fund was added and shortly after property fund became part of the pool. The pool was renamed Texas Municipal League Intergovernmental Risk Pool that included workers' compensation, liability, and property insurance coverage. Today there are 2800 members.

The City of Burleson is a member of the Texas Municipal League Intergovernmental Risk Pool and entitled to vote in the election of their board. The city received a ballot for their election with a return date of September 30, 2024 to cast our vote. The members of the board serve a six year term. There are 15 board members with a member serving as Chair and another member serving as Vice-Chair. The board encompasses elected officials, and appointed city officials. The places that are on the ballot at this time is Places 11,12,13, and 14.

The ballot will be part of the agenda item provided to the city council for their consideration and vote.

RECOMMENDATION:

Review the ballot and decide on the vote for each place and approve the resolution casting the ballot.

STAFF CONTACT:

Name: Amanda Campos

Title: City Secretary

Contact: acampos@burlesontx.com | 817-426-9665 | 817-291-5846

Texas Municipal League Intergovernmental Risk Pool

SEPTEMBER 9, 2024

2024 BOARD ELECTIONS

What is TMLIRP?

1973 legislature required cities to provide workers' compensation insurance to its employees

Legislature also provided avenue to create a pool to help with the cost – Texas Municipal League Workers' Compensation Joint Insurance Fund

1989 renamed Texas Municipal League Intergovernmental Risk Pool - TMLIRP

Pool of approximately 2800 cities utilizing the strength of numbers to provide the best cost for workers' compensation, liability, and property insurance

City of Burleson has been a member utilizing all coverage offered.



Let's Talk a little about the Board

There are 15 members

- There is no particular TML Region a member has to be in to hold a place on the board
- 12 Members are composed of Elected Officials (city council members), and Appointed Officials (city managers, attorneys, etc)
- 3 Members are citizens At-Large appointed by the Board based on their expertise

Terms

- Staggered terms of each member
- 6 year term

Chair & Vice-Chair

- Appointed from it's membership – no specific place to hold these positions

Who are the Board Member?

Place 1 - Term expires 2026

Vacant

Place 4 – Term expires 2026

Austin Bless

City Manager, Jersey Village

Place 7 – Term expires 2028

Mary Dennis (Chair)

Mayor, Live Oak

Place 10 – Term expires 2028

Mike Alexander

Citizen

Place 13 – Term expires 2024

Harlan Jefferson

Deputy City Manager, Burleson

Place 2 – Term expires 2026

J. W. Buzz Fullen

Mayor, Henderson

Place 5 – Term expires 2026

Bert Lumbreras (Vice Chair)

Citizen

Place 8 – Term expires 2028

Chris Coffman

City Manager, Granbury

Place 11 – Term expires 2024

Randy Criswell

City Manager, Wolfforth

Place 14 – Term expires 2024

Mike Land

City Manager, Coppell

Place 3 – Term expires 2026

Jeffrey Snyder

City Manager, Plainview

Place 6 – Term expires 2028

Kimberly Meisner

Asst. City Manager, Kerrville

Place 9 – Term expires 2028

Opal Mauldin-Jones

City Manager, Lancaster

Place 12 – Term expires 2024

Allison Heyward

Councilmember, Schertz

Place 15 – Term expires 2024

Rickey C. Childers

Citizen

What's on the Ballot

☐ Place 11

- Randy Criswell
- Robert S. Davis

☐ Place 12

- Cedric Davis Sr.
- Rocky Hawkins
- Allison Heyward
- Rudy Zepeda

☐ Place 13

- Harlan Jefferson
- James Quin

☐ Place 14

- Mike Land



Place 11 Candidates

Randy Criswell. (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.

Robert S. Davis. Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriffs Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

Place 12 Candidates

Cedric Davis, Sr. Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January 3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.

Rocky Hawkins. Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.

Allison Heyward. (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.

Rudy Zepeda. Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

Place 13 Candidates

Harlan Jefferson. (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.

James Quin. City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

Place 14 Candidates

Mike Land (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.



BITX

Questions?

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, CASTING THE CITY OF BURLESON’S VOTE ON THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL BOARD OF TRUSTEES 2024 ELECTION.

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

WHEREAS, the City of Burleson is a member of the Texas Municipal League Intergovernmental Risk Pool TMLIRP; and

WHEREAS, TMLIRP was created to make workers’ compensation, liability, and property insurance affordable and impactful for it’s member cities; and

WHEREAS, TMLIRP is a pool of approximately 2,800 member cities with a Board of Trustees; and

WHEREAS, the TMLIPRP Board is composed of 15 Trustees with 1 member serving as the Chair and 1 member serving as the Vice Chair; and

WHEREAS, each Board member serves for 6 years in staggered terms and are elected by its member cities through an open election with a ballot sent to each member; and

WHEREAS, Places 11,12,13, and 14 are up for election and the ballot has been submitted to the city council for consideration and vote.

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

Section 1.

The Texas Municipal League Intergovernmental Risk Pool 2024 Election Ballot is attached as Exhibit A. The city council will review and consider how they will cast their vote in each place.

Section 2.

The city council decision’s will be reflected on the official ballot and the City Secretary will deliver the cast ballot to the TMLIRP Secretary of the Board on or before September 30, 2024.

Section 2.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit - TMLIRP 2024 Board of Trustee Ballot

PLACE 11

- Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.
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WRITE IN CANDIDATE:

PLACE 12

- Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January 3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.
- Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.
- Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.
- Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

WRITE IN CANDIDATE:

PLACE 13

- Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.

- James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

WRITE IN CANDIDATE:

PLACE 14

- Mike Land (Incumbent)** City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

WRITE IN CANDIDATE:

City Council Regular Meeting

DEPARTMENT: Human Resources

FROM: Cheryl Marthiljohni, Director of Human Resources

MEETING: September 9, 2024

SUBJECT:

Receive a report, hold a discussion, and give staff direction, on updates to the city's health fund, including changes to the city's benefit plans for 2025. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*)

SUMMARY:

The city's healthcare fund is established to pay for claims submitted throughout the year for employee related healthcare costs. The fund receives revenues from employee premium contributions and through city contributions, which subsidize annual insurance plan cost for employees. The city's healthcare benefit is self-insured, meaning that the healthcare fund remits payments for costs beyond those covered by employees, based on their elected healthcare plan, co-payment schedules, and maximum out of pocket thresholds.

Healthcare expenses exceeded revenues in FY22-23 and are anticipated to do so in FY23-24. During the development of the FY23-24 budget, city management committed to releasing request for proposals (RFP) to evaluate the city's self-insured structure in relation to a fully insured insurance plan. Staff contracted with McGriff Insurance Services to release the RFP and assist with evaluating proposals. Based on the analysis of the responses, staff recommends remaining with the self-funded plan model, with the inclusion of various plan changes which will reduce annual expenditures. However, McGriff Insurance Services anticipates healthcare costs to continue to escalate at a rate of approximately 9% annually, and staff anticipates a continued mixture in future years of plan design changes and employee premium increases will be necessary to control costs and to ensure continued adequate reserve funding is available.

RECOMMENDATION:

Staff recommends maintaining the health plan as a self-funded plan and making changes to the benefit plans for 2025 that will better control costs.

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

Reviewed with Finance Committee on May 8, 2024, and August 7, 2024 and with the City Council on June 17, 2024, and August 12, 2024.

REFERENCE:

Not Applicable

FISCAL IMPACT:

Included in the overall budget for fiscal year 2024-2025 as presented.

STAFF CONTACT:

Cheryl Marthiljohni
Director of Human Resources
cmarthiljohni@burlesontx.com
817-426-9641



Health Fund & Benefit Plans

FY 2024-2025

Goal: Maintain a benefits plan for employees that is competitive in the marketplace while being financially responsible

McGriff Benefits



Core Team

Lance Pendley	Senior Vice Present – Employee Benefits
Niki Ross, CGBA	Senior Account Manager

About McGriff

- Founded over 100 years ago – serving employers with Risk Management Insurance and Employee Benefits Consulting services
- Part of network of six complementary organizations that make up Truist Insurance Holdings; one of the largest insurance advisory firms in the U.S. and world
- Robust market presence and exceptional public entity experience; premier relationships with major insurance companies and health services providers
- Commitment to the local communities we serve with more than 120 locations across 22 states

FY24-25 Projected Health Fund



Revenues

Category	Projection
City Premiums	\$4,892,067
Employee Premiums	\$855,650
Other Revenues	\$792,385
TOTAL	\$6,540,102

Expenditures

Category	Projection
Claims	\$5,626,371
Other Expenditures	\$1,664,236
TOTAL	\$7,290,607
Anticipated Funding Gap	(\$750,505)

FY25 Health Fund Projection

	FY 22-23 Actuals	FY 23-24 Adopted	FY 23-24 Revised	FY 23-24 Year-End	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
Beginning Fund Balance	\$3,826,214	\$ 3,462,577	\$3,462,577	\$ 3,462,577	\$ 3,530,219	\$ 2,779,714	\$ 1,700,060	\$ 248,552	\$ (1,622,010)
Health and Dental Premium- City	\$ 4,930,372	\$ 5,094,499	\$ 5,094,499	\$ 5,203,207	\$ 4,892,067	\$ 5,136,670	\$ 5,393,504	\$ 5,663,179	\$ 5,946,338
Health and Dental Premium- Other	\$ 606,260	\$ 562,401	\$ 562,401	\$ 727,900	\$ 855,650	\$ 898,433	\$ 943,354	\$ 990,522	\$ 1,040,048
Other Revenues	\$ 1,220,978	\$ 709,000	\$ 709,000	\$ 979,941	\$ 792,385	\$ 832,004.25	\$ 873,604	\$ 917,285	\$ 963,149
Total Revenues	\$6,757,610	\$ 6,365,900	\$6,365,900	\$ 6,911,048	\$ 6,540,102	\$ 6,867,107	\$ 7,210,462	\$ 7,570,986	\$ 7,949,535
Claims	\$ 5,339,794	\$ 4,815,000	\$ 4,815,000	\$ 4,815,000	\$ 5,626,371	\$ 6,132,744	\$ 6,684,691	\$ 7,286,314	\$ 7,942,082
Other Expenditures*	\$ 1,781,452	\$ 2,051,688	\$ 2,051,688	\$ 2,028,406	\$ 1,664,236	\$ 1,814,017	\$ 1,977,279	\$ 2,155,234	\$ 2,349,205
Plan Design Changes					\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$7,121,247	\$ 6,866,688	\$6,866,688	\$ 6,843,406	\$ 7,290,607	\$ 7,946,762	\$ 8,661,970	\$ 9,441,547	\$ 10,291,287
Net revenue (loss)	\$ (363,637)	\$ (500,788)	\$ (500,788)	\$ 67,642	\$ (750,505)	\$ (1,079,655)	\$ (1,451,508)	\$ (1,870,562)	\$ (2,341,752)
Ending Fund Balance	\$3,462,577	\$ 2,961,789	\$2,961,789	\$ 3,530,219	\$ 2,779,714	\$ 1,700,060	\$ 248,552	\$ (1,622,010)	\$ (3,963,762)
FB % to Expenditures	48.62%	43.13%	43.13%	51.59%	38.13%	21.39%	2.87%	-17.18%	-38.52%
City Contributions		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Employee Contributions		0.00%	0.00%	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%

Multi-year approach

1st year – offset expenditures by \$550K

Minimum proposed by city – results will continue to show a deficient fund balance



2nd and 3rd year – expect 9% health care cost increase each year.

Manage health fund to offset expenditures



Ongoing – expect increases and changes to offset expenditures

Addressing Funding Gap

- RFP for fully-insured
- Consider monthly contribution changes
- Consider plan design changes for both HDHP and Copay plan
- Change short-term disability to a voluntary plan vs. funded by the city
- Lower Health Savings Account (HSA) employer paid contributions
- Consider adding additional prescription drugs to RX Pre-Authorization
- Focus on maintaining competitive benefits to retain and attract employees

RFP Summary

- Requested Fully-Insured Proposals for Medical, Dental & Vision
 - Compared Fully-Insured Proposals to current funded rates/costs associated with administering a Self-Funded plan
 - Factored in run out cost to move from Self-Funded to Fully-Insured
 - No issues with current Self-Funded relationship with UnitedHealthcare
- Received 5 Fully-Insured Medical Proposals
- Received 7 Fully-Insured Dental & Vision Proposals

Benefits	Current UHC		Self-Funded Renewal UHC		Proposed UHC		Proposed Aetna		Proposed BCBS		Proposed Cigna	
	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)
Network Name	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Elect Choice In Network Only	Elect Choice In Network Only	Open Access Plus In Network	Open Access Plus In Network	Open Access Plus In Network Only	Open Access Plus In Network Only
Coinsurance	90%	80%	90%	80%	100%	80%	90%	80%	90%	80%	90%	80%
Individual Deductible	\$3,200	\$2,000	\$3,200	\$2,000	\$3,200	\$2,000	\$3,200	\$2,000	\$3,300	\$2,000	\$3,300	\$2,000
Family Deductible	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$6,600	\$4,000
Individual Out-of-Pocket Maximum	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000
Family Out-of-Pocket Max	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000
Physician Office Copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	100% after ded.	\$25 copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay
Specialist Office Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	100% after ded.	\$35/\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay
Urgent Care Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	100% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay
Emergency Room Copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay	100% after ded.	\$250 copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay + 80% after ded.	90% after ded.	\$250 copay
Hospital												
Inpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	100% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.
Outpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	100% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.
Prescription												
Retail - (30 day supply)												
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$5 copay after ded.	\$5 copay
Tier 2	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay
Tier 3	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay
Tier 4	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay
Mail Order												
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$10 copay after ded.	\$10 copay
Tier 2	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$87.50 copay after ded.	\$87.50 copay	\$70 copay after ded.	\$70 copay
Tier 3	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$175 copay after ded.	\$175 copay	\$140 copay after ded.	\$140 copay
Rates	HS HR	Current Rates	Current Rates	Renewal Rates	Renewal Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates
Employee Only	132 44	\$657.29	\$902.83	\$723.02	\$993.11	\$724.72	\$883.46	\$783.90	\$1,116.78	\$768.70	\$861.98	\$657.29
Employee + Spouse	26 9	\$1,446.05	\$1,986.22	\$1,590.66	\$2,184.84	\$1,753.82	\$2,137.97	\$1,724.58	\$2,456.90	\$1,691.15	\$1,896.35	\$1,446.05
Employee + Child	50 17	\$1,117.41	\$1,534.82	\$1,229.15	\$1,688.30	\$1,311.74	\$1,599.06	\$1,332.64	\$1,898.53	\$1,306.80	\$1,465.36	\$1,117.41
Employee + Family	74 25	\$2,037.63	\$2,798.78	\$2,241.39	\$3,078.66	\$2,413.32	\$2,491.92	\$2,430.11	\$3,462.01	\$2,330.63	\$2,672.13	\$2,798.78
Monthly Total	282 95	\$331,014.70	\$153,661.94	\$364,116.17	\$169,028.13	\$385,435.04	\$147,595.99	\$400,575.00	\$164,725.00	\$383,244.92	\$146,708.64	\$331,014.70
Annual Total		\$3,972,176.40	\$1,843,943.28	\$4,369,394.04	\$2,028,337.61	\$4,625,220.48	\$1,771,151.88	\$4,806,900.00	\$1,976,700.00	\$4,598,939.04	\$1,760,503.68	\$3,972,176.40
Combined Annual Total		\$5,816,119.68		\$6,397,731.65		\$6,396,372.36		\$6,998,280.00		\$6,359,442.72		\$5,816,119.68
\$ Over Current		-		\$581,611.97		\$580,252.68		\$1,182,160.32		\$543,323.04		\$0.00
% Over Current		-		10.00%		9.98%		20.33%		9.34%		0.00%
Total w/ credit		-		\$6,397,731.65		\$6,396,372.36		\$6,998,270.00		\$6,259,442.72		\$5,700,119.68
IBNR								\$1,250,000				
Total w/ IBNR		-		-		\$7,646,372.36		\$8,248,270.00		\$7,509,442.72		\$6,950,119.68
\$ Over Renewal		-		-		\$1,248,640.71		\$1,850,538.35		\$1,111,711.07		\$552,388.03
% Over Renewal		-		-		19.52%		28.92%		17.38%		8.63%

Notes: McGriff using 10% projected increase to self funded health plan

Disclaimer: The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Rates for retirees are different than above - annual cost for current enrollment on HSA is \$195,504, HRA is \$19,176 - totals included in Combined annual total

Additional 2.5% discount if bundled with dental and vision

Narrow Network options THA reduced premiums

Non-Preferred generics are considered Tier 2

Additional 1.5% reduction in premium if bundled with dental and vision

Both plan designs would include out of network coverage, unless you moved to the Blue Essentials plan

Site of care, redirection of network

Benefits	Current		Self-Funded Renewal		Proposed			Proposed			Proposed			
	UHC		UHC		Curative			Curative			Curative			
	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	EPO Plan			PPO Plan			PPO+ Plan			
Network Name	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Choice Network In Network Only	Curative	In-Network	Out-of-Network	Curative	In-Network	Out-of-Network	Curative	In-Network	Out-of-Network	
Coinsurance	90%	80%	90%	80%	100%	Med -80% Rx - 75%	N/A	100%	Med -80% Rx - 75%	80%	100%	Med -80% Rx - 85%	80%	
Individual Deductible	\$3,200	\$2,000	\$3,200	\$2,000	\$0	\$5,000	N/A	\$0	\$5,000	\$10,000	\$0	\$5,000	\$5,000	
Family Deductible	\$5,600	\$4,000	\$5,600	\$4,000	\$0	\$10,000		\$0	\$10,000	\$20,000	\$0	\$10,000	\$10,000	
Individual Out-of-Pocket Maximum	\$5,000	\$4,000	\$5,000	\$4,000	\$0	\$7,500		\$0	\$7,500	\$15,000	\$0	\$7,500	\$7,500	
Family Out-of-Pocket Max	\$10,000	\$8,000	\$10,000	\$8,000	\$0	\$15,000		\$0	\$15,000	\$30,000	\$0	\$15,000	\$15,000	
Physician Office Copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	\$0	\$25 copay	N/A	\$0	\$25 copay	\$50 copay	\$0	\$25 copay	\$50 copay	
Specialist Office Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	\$0	\$50 copay	N/A	\$0	\$50 copay	\$100 copay	\$0	\$50 copay	\$100 copay	
Urgent Care Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	\$0	80% after ded	N/A	\$0	80% after ded	80% after ded	\$0	80% after ded	80% after ded	
Emergency Room Copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay	\$0	80% after ded	N/A	\$0	80% after ded	80% after ded	\$0	80% after ded	80% after ded	
Hospital														
Inpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	100% cov after baseline	80% after ded	N/A	100% cov after baseline	80% after ded	80% after ded	100% cov after baseline	80% after ded	80% after ded	
Outpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	100% cov after baseline	80% after ded	N/A	100% cov after baseline	80% after ded	80% after ded	100% cov after baseline	80% after ded	80% after ded	
Prescription					Copay applies after deductible has been met			Copay applies after deductible has been met			Copay applies after deductible has been met			
Retail - (30 day supply)														
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	
Tier 2	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	
Tier 3	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$50/\$250 copay	\$100 copay after ded	80% after ded	\$50/\$250 copay	\$100 copay after ded	80% after ded	\$50/\$250 copay	\$100 copay after ded	80% after ded	
Tier 4	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	\$0 copay	\$50 copay	80% after ded	
Mail Order														
Rates	HS HR	Current Rates	Current Rates	Renewal Rates	Renewal Rates	Proposed Rates			Proposed Rates			Proposed Rates		
Employee Only	132 44	\$657.29	\$902.83	\$723.02	\$993.11	\$663.92			\$781.38			\$857.98		
Employee + Spouse	26 9	\$1,446.05	\$1,986.22	\$1,590.66	\$2,184.84	\$1,460.61			\$1,719.03			\$1,887.54		
Employee + Child	50 17	\$1,117.41	\$1,534.82	\$1,229.15	\$1,688.30	\$1,128.66			\$1,328.35			\$1,458.56		
Employee + Family	74 25	\$2,037.63	\$2,798.78	\$2,241.39	\$3,078.66	\$2,058.14			\$2,422.27			\$2,659.73		
Monthly Total	282 95	\$331,014.70	\$153,661.94	\$364,116.17	\$169,028.13	\$447,347.35			\$526,493.11			\$578,105.17		
Annual Total		\$3,972,176.40	\$1,843,943.28	\$4,369,394.04	\$2,028,337.61	\$5,368,168.20			\$6,317,917.32			\$6,937,262.04		
Combined Annual Total		\$5,816,119.68		\$6,397,731.65		\$5,368,168.20			\$6,317,917.32			\$6,937,262.04		
\$ Over Current		-		\$581,611.97		(\$447,951.48)			\$501,797.64			\$1,121,142.36		
% Over Current		-		10.00%		-7.70%			8.63%			19.28%		
Total w/ credit		\$5,816,119.68		\$6,397,731.65		\$5,318,168.20			\$6,267,917.32			\$6,887,262.04		
IBNR						\$1,250,000.00								
Total w/ IBNR		-		-		\$6,568,168.20			\$7,517,917.32			\$8,137,262.04		
% Over Renewal		-		-		2.66%			17.51%			27.19%		

Notes: McGriff using 10% projected increase to self funded health plan

Disclaimer: The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

Fully vs Self-Insured Plans Differences

Item	Fully-Insured	Self-Insured
Plans defined	Employers pay fixed premiums to an insurance carrier that handles all the insurance claims including taking on the risk of claims. Premiums are determined by the carrier based on employee count, projected cost and benefit levels.	Employers use their own money to cover employees' claims contracting with a third-party administrator (TPA) for plan administration and claims processing. Employers also pay a stop loss carrier to insure the health plan against large claims.
Pros	<ul style="list-style-type: none"> • Predictability of cost each month, regardless of actual health care costs • Ease of administration for employer - insurance company handles all claims processing, benefits administration, and compliance/reporting • Reduced risk to employer - insurance company assumes all risks related to health care claims • Employers have limited fiduciary responsibility 	<ul style="list-style-type: none"> • Flexibility and customization in plan design, networks, and premium structure • Improved cash flow • Cost savings - Employers retain monies in low claims years to plan for higher claims years and other expected increases in the future, no state insurance taxes • Expanded reporting capability
Cons	<ul style="list-style-type: none"> • Higher cost in the long term - premiums include the insurance company's overhead and profit margins, and premiums can increase at renewal each year (employer has no control into increases employees will experience) • Less flexibility - employers cannot customize plan options and benefits • No cash flow advantage to employer 	<ul style="list-style-type: none"> • Increased financial risk • Cost are not predictable • Greater fiduciary responsibility (employers have obligation being "guardians" of the funds) • More time commitment for employer for plan administration and compliance

McGriff's Recommendation after RFP Analysis

Remain as a Self-Funded plan vs.
moving to Fully-Insured.



Market Benchmarking

2024 Municipality Benchmarking	
City of Arlington	Self-Funded
City of Burleson	Self-Funded
City of Cedar Hill	Self-Funded
City of Cleburne	Fully-Insured
City of Coppell	Self-Funded
City of Euless	Self-Funded
City of Fort Worth	Self-Funded
City of Grand Prairie	Self-Funded
City of Hurst	Self-Funded
City of Keller	Self-Funded
City of Mansfield	Self-Funded
City of Midlothian	Fully-Insured*
City of North Richland Hills	Self-Funded
City of Waxahachie	Fully-Insured
The Colony	Fully-Insured

*reviewing moving to self-funded next year

14 Cities (not including Burleson)
10 = Self-Funded
3 = Fully-Insured
1 = current fully-insured but, looking to change to self-funded

Peer City Benchmark

Benefits	City of Burleson Self-Funded UHC		City of Arlington Self-Funded UHC		City of Cedar Hill Self-Funded UHC			City of Cleburne Fully-Insured Aetna						City of Coppell Self-Funded UMR			
	HDHP/HSA (EPO)	HRA/Copay (EPO)	HDHP/HSA	EPO	HDHP/HSA		EPO	HDHP/HSA Plan		Catastrophic Plan		HDHP/HSA Plan THA Option		Catastrophic Plan THA Option		HRA	
	In-Network Only	In-Network Only	In-Network Only	In-Network Only	In-Network	Out-of-Network	In-Network Only	In-Network	Out of Network	In-Network	Out of Network	In-Network	Out of Network	In-Network Only	Out of Network	In-Network Only	
Coinsurance	90%	80%	90%	80%	80%	50%	80%	80%	50%	80%	50%	90%	50%	80%	50%	80%	
Deductible	\$3,200/\$5,600	\$2,000/\$4,000	\$2,250/\$4,500	\$1,750/\$3,500	\$3,000/\$6,000	\$5,000/\$10,000	\$3,000/\$6,000	\$3,000/\$6,000	\$5,000/\$10,000	\$5,000/\$10,000	\$5,000/\$10,000	\$3,000/\$6,000	\$5,000/\$10,000	\$5,000/\$10,000	\$10,000/\$20,000	\$1,500/\$3,000	
Out-of-Pocket Maximum	\$5,000/\$10,000	\$4,000/\$8,000	\$6,000/\$12,000	\$6,000/\$12,000	\$5,000/\$10,000	\$10,000/\$20,000	\$5,000/\$10,000	\$6,000/\$12,000	\$17,000/\$34,000	\$6,600/\$13,200	\$30,000/\$60,000	\$6,000/\$12,000	\$17,000/\$34,000	\$6,600/\$13,200	\$30,000/\$60,000	\$5,000/\$10,000	
Prescription Drugs																	
Retail - 30 day																	
Generic	\$0 copay after ded.	\$0 copay		15% max of \$25	\$10 copay after ded.	\$10 copay	\$10 copay	\$10 copay after ded.	\$10 copay	\$10 copay	\$10 copay	\$10 copay after ded.	\$10 copay after ded.	\$10 copay	\$10 copay	\$5 copay	
Preferred Brand	\$35 copay after ded.	\$35 copay		25% max of \$125	\$35 copay after ded.	\$35 copay	\$35 copay	\$40 copay after ded.	\$40 copay	\$40 copay	\$40 copay	\$40 copay after ded.	\$40 copay after ded.	\$40 copay	\$40 copay	\$40 copay	
Non Preferred	\$70 copay after ded.	\$70 copay	90% after ded.	40% after ded.	\$60 copay after ded.	\$60 copay	\$60 copay	\$85 copay after ded.	\$85 copay	\$85 copay	\$85 copay	\$85 copay after ded.	\$85 copay after ded.	\$85 copay	\$85 copay	\$70 copay	
Specialty	\$200 copay after ded.	\$200 copay		50% after ded.	\$60 min/\$200 max after ded.	80% \$60 min/\$200 max	80% \$60 min/\$200 max	\$200 copay after ded.	\$200 copay	\$200 copay	\$200 copay	\$200 copay after ded.	\$200 copay after ded.	\$200 copay	\$200 copay	\$300 copay	
Rates																	
Employee Only	\$657.29	\$902.93	\$672.86	\$774.08	\$596.37	\$883.16	\$883.16	\$837.96	\$837.96	\$923.87	\$923.87	\$729.30	\$729.30	\$742.79	\$742.79	\$943.00	
Employee+Spouse	\$1,446.05	\$1,986.22	\$1,100.41	\$1,221.95	\$1,192.73	\$1,589.67	\$1,589.67	\$1,886.34	\$1,886.34	\$2,079.72	\$2,079.72	\$1,641.72	\$1,641.72	\$1,672.07	\$1,672.07	\$1,807.00	
Employee+Child(ren)	\$1,117.41	\$1,534.82	\$1,394.80	\$1,548.84	\$1,073.46	\$1,501.36	\$1,501.36	\$1,466.96	\$1,466.96	\$1,616.18	\$1,616.18	\$1,276.72	\$1,276.72	\$1,300.34	\$1,300.34	\$1,509.00	
Employee+Family	\$2,037.63	\$2,798.78	\$1,958.64	\$2,174.98	\$1,669.83	\$2,296.20	\$2,296.20	\$1,313.74	\$1,313.74	\$2,550.91	\$2,550.91	\$2,013.69	\$2,013.69	\$2,050.93	\$2,050.93	\$2,415.00	
Employee Cost																	
	Wellness	Non-Wellness	Wellness	Non-Wellness													
Employee Only	\$0.00	\$44.42	\$43.56	\$87.98	\$74.17	\$111.93	\$111.93	\$12.97	\$12.97	\$41.28	\$41.28	\$0.00	\$0.00	\$34.34	\$34.34	\$10.00	
Employee+Spouse	\$110.74	\$155.16	\$413.11	\$457.53	\$94.73	\$214.89	\$214.89	\$152.91	\$152.91	\$455.66	\$455.66	\$302.36	\$302.36	\$379.56	\$379.56	\$413.00	
Employee+Child(ren)	\$40.34	\$84.76	\$259.14	\$303.56	\$173.72	\$333.52	\$333.52	\$134.30	\$134.30	\$289.98	\$289.98	\$181.40	\$181.40	\$241.46	\$241.46	\$277.00	
Employee+Family	\$193.74	\$238.16	\$690.28	\$734.70	\$226.48	\$450.82	\$450.82	\$226.68	\$226.68	\$624.52	\$624.52	\$425.62	\$425.62	\$520.30	\$520.30	\$730.00	
HSA/HRA Contributions	\$1,000/year (in 2 payments) single coverage, \$2,000/year (in 2 payments) family coverage		\$1,000/year (in 2 payments) single coverage, \$2,000/year (in 2 payments) family coverage Inpatient - \$1,000 for up to 15 day visit, Outpatient - \$1,000 up to 3Xs/year		No contributions			\$950 annually single coverage \$1,800 annually family coverage			None		\$41.67/pay period single coverage (\$1,000 annual) \$83.33/pay period family coverage (\$2,000 annual)		None		\$500 FT/\$250 PT
Opt Out Benefit	\$200/month with written proof		No Opt Out Benefit Listed Spouses eligible for coverage under their own employers are not eligible for coverage			\$75/pay period with proof (\$1,800 annually)			No Opt Out Benefit Listed						No Opt Out Benefit Listed		
Notes				\$43.33 monthly wellness surcharge, \$54.17 monthly tobacco surcharge			\$30 tobacco surcharge, \$60 wellness surcharge for non-wellness participants									Offers benefits to PT at increased premium	

Benefits	City of Euless Self Funded UHC		City of Fort Worth Self Funded Aetna			City of Grand Prairie Self Funded BCBS			City of Hurst Self Funded Cigna		City of Keller Self Funded BCBS				City of North Richland Hills Self Funded UHC				
	Tier 1	Nexus	Health Center Plan (HCP)		Consumer Choice Plan (CCP) HDHP		HDHP	EPO	HDHP	EPO/HRA	HDHP			HDHP/EPO	HRA/EPO	EPO			
	In-Network Only	In-Network Only	In-Network Only		In-Network Only		In-Network Only	In-Network Only	In-Network Only	In-Network Only	In-Network Only	Out-of-Network	In-Network	In-Network	In-Network				
Coinsurance	80%	70%	80%		80%		80%	80%	80%	80%	80%	60%	100%	80%/90%	80%/90%				
Deductible	\$1,800/\$3,600		\$1,500/\$3,000		\$3,200/\$5,400		\$3,200/\$6,400	\$1,500/\$3,000	\$2,500/\$5,000	\$1,500/\$3,000	\$1,700/\$3,400	\$2,250/\$4,500	\$3,500/\$7,000	\$3,000/\$6,000	\$2,000/\$4,000				
Out-of-Pocket Maximum	\$4,800/\$9,600		\$6,000/\$12,000		\$6,550/\$13,000		\$6,000/\$12,000	\$6,000/\$12,000	\$4,550/\$9,000*	\$4,000/\$11,700	\$3,250/\$6,500	\$8,500/\$17,000	\$3,500/\$7,000	\$6,000/\$12,000	\$4,000/\$8,000				
Prescription Drugs								\$100/Ind Ded. \$300/Fam Ded.		\$1,00 /Ind OOP \$2,000/Fam OOP									
Retail - 30 day																			
Generic	\$10 Copay		20% after ded. \$10 min/\$30 max		20% after ded. *			\$10 copay		\$15 copay	\$10 copay after ded.				\$10 copay	\$10 copay			
Preferred Brand	15%/\$35 min, \$125 max		20% after ded. \$30 min/\$50 max		20% after ded. **			\$40 copay		\$40 copay	\$35 copay after ded.			100% after ded.	\$35 copay	\$35 copay			
Non Preferred	15%/\$35 min, \$350 max		20% after ded. \$50 min/\$75 max		20% after ded.		20% after ded.	\$65 copay	20% after ded.	\$70 copay	\$60 Copay after ded.				\$70 copay	\$70 copay			
Specialty	15%/\$35 min, \$500 max		20% after ded. \$200 max		Not Covered			\$150 copay		20% up to \$500	-				\$100 copay	\$100 copay			
Rates																			
Employee Only			\$751.12		\$645.08		\$300.00	\$328.50	\$973.32	\$1,062.16	\$854.28			\$708.11	\$732.11	\$744.40			
Employee+Spouse			\$1,858.71		\$1,586.53		\$660.50	\$723.00	\$1,709.20	\$1,907.68	\$1,782.36			\$1,487.03	\$1,537.42	\$1,563.23			
Employee+Child(re n)			\$1,337.27		\$1,142.41		\$600.50	\$657.00	\$1,423.47	\$1,578.74	\$1,620.59			\$1,372.07	\$1,418.57	\$1,442.28			
Employee+Family			\$2,412.51		\$2,057.27		\$960.50	\$1,051.50	\$2,159.50	\$2,426.14	\$2,131.46			\$2,284.53	\$2,361.95	\$2,401.60			
Employee Cost	Wellness	Non-Wellness	MHA + Phys + TOB	MHA + Phys or TOB	None	MHA + Phys + TOB	MHA + Phys or TOB	None					Band 1	Band 2	Band 3	Band 4			
Employee Only	\$175.24	\$235.24	\$110.74	\$160.74	\$210.74	\$0.00	\$50.00	\$100.00	\$35.00	\$85.00	\$25.00	\$75.00	\$25.63	\$29.05	\$35.03	\$45.28	\$16.00	\$0.00	\$71.00
Employee+Spouse	\$372.36	\$432.36	\$547.92	\$597.92	\$647.92	\$371.60	\$421.60	\$471.60	\$210.00	\$340.00	\$50.00	\$100.00	\$258.44	\$315.48	\$399.25	\$509.75	\$260.00	\$228.00	\$351.00
Employee+Child(re n)	\$459.98	\$579.98	\$408.81	\$458.81	\$508.81	\$266.10	\$316.10	\$366.10	\$125.00	\$245.00	\$50.00	\$100.00	\$178.26	\$226.88	\$299.81	\$403.53	\$202.00	\$170.00	\$270.00
Employee+Family	\$591.40	\$711.40	\$766.52	\$816.52	\$866.51	\$527.41	\$607.41	\$657.41	\$345.00	\$485.00	\$50.00	\$100.00	\$321.85	\$383.66	\$475.32	\$603.20	\$370.00	\$322.00	\$547.00

HSA/HRA Contributions No Contributions No Contributions \$540 annually for single coverage, \$1,000 annually for family coverage No Contributions \$1,000 annually for single coverage, \$2,000 enrollment tier for family coverage \$200 annually regardless of coverage \$500 annually for single coverage, \$1,000 for family coverage \$600 annually for single and family coverage No contributions

Opt Out Benefit No Opt Out Benefit Listed No Opt Out Benefit Listed *Certain generic maintenance meds covered at 100% ded. waived. **Certain preferred preventative maintenance meds. are covered at 20% ded. waived. No Opt Out Benefit \$30 monthly tobacco surcharge No Opt Out Benefit \$6,550/individual in a family, premiums are based on a flat rate + a % of current pay rate No Opt Out Benefit Listed Band 1: \$50K, Band 2: \$50K-\$70K, Band 3: \$70K-\$100K, Band 4: \$100k+ \$50 non physical surcharge, \$50 tobacco surcharge, \$20 wellness premium deduction No Opt Out Benefit

Notes

Benefits	City of Mansfield Cigna				City of Midlothian Cigna				City of Waxahachie Fully Insured BCBS						The Colony Fully-Insured Cigna			
	HDHP/HSA Plan		Base Plan		Open Access Plus Base Plan		Open Access Plus Buy Up Plan		HDHP/HSA Plan		Base Plan PPO		Buy-Up Plan PPO		HDHP/HSA Plan	Local Plus HDHP/HSA	PPO	Local Plus PPO
	In-Network	Out of Network	In-Network Only	Out of Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	In-Network	In-Network	In-Network
Coinsurance	100%	70%	80%	60%	80%	50%	80%	50%	80%	60%	80%	60%	85%	50%	80%	80%	80%	80%
Deductible	\$3,750/\$7,500	\$7,500/\$15,000	\$1,750/\$3,500	\$3,500/\$7,000	\$3,000/\$6,000	\$7,500/\$15,000	\$1,500/\$3,000	\$5,000/\$15,000	\$3,200/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$6,000/\$12,000	\$1,250/\$2,500	\$1,500/\$3,000	\$3,200/\$5,600	\$3,200/\$5,600	\$1,000/\$2,000	\$1,000/\$2,000
Out-of-Pocket Maximum	\$3,750/\$7,500	\$9,375/\$18,750	\$3,000/\$6,000	\$6,000/\$12,000	\$7,150/\$14,300	\$15,000/\$30,000	\$7,150/\$14,300	\$10,000/\$20,000	\$6,000/\$12,000	\$12,000/\$24,000	\$5,000/\$10,000	\$10,000/\$20,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,400/\$10,800	\$5,400/\$10,800	\$4,000/\$8,000	\$4,000/\$8,000
Prescription Drugs																		
Retail - 30 day																		
Generic	100% after ded.	40% after ded.	\$10 copay	40% after ded.	\$15 copay		\$15 copay				\$5 copay		\$5 copay				\$10 copay	\$10 copay
Preferred Brand	100% after ded.	40% after ded.	\$30 copay	40% after ded.	\$35 copay		\$35 copay				\$38 copay	50% after copay	\$38 copay	50% after copay			\$30 copay	\$30 copay
Non Preferred	100% after ded.	40% after ded.	\$45 copay	40% after ded.	\$70 copay	50% after ded.	\$70 copay	50% after ded.	80% after ded.	80% after ded.	\$60 copay		\$60 copay		20% after ded.	20% after ded.	\$60 copay	\$60 copay
Specialty	-	-	-	-	Not Covered		Not Covered										-	-
Rates																		
Employee Only									\$575.93		\$741.61		\$817.67		\$679.13	\$663.74	\$907.21	\$888.82
Employee+Spouse									\$1,526.92		\$1,965.08		\$2,166.19		\$1,426.43	\$1,394.17	\$1,905.41	\$1,866.86
Employee+Child(ren)									\$1,036.39		\$1,333.99		\$1,470.61		\$1,290.56	\$1,261.37	\$1,723.93	\$1,689.04
Employee+Family									\$1,808.06		\$2,326.77		\$2,564.85		\$2,037.86	\$1,991.81	\$2,722.13	\$2,667.09
Employee Cost																		
Employee Only		\$0.00		\$50.00					\$0.00		\$90.30		\$144.44		\$20.00	\$0.00	\$150.00	\$50.00
Employee+Spouse		\$162.00		\$270.00					\$322.35		\$702.27		\$853.71		\$340.00	\$300.00	\$550.00	\$400.00
Employee+Child(ren)		\$90.00		\$150.00					\$116.93		\$354.24		\$498.55		\$80.00	\$50.00	\$300.00	\$150.00
Employee+Family		\$250.00		\$400.00					\$440.07		\$874.27		\$1,034.38		\$490.00	\$410.00	\$650.00	\$520.00

HSA/HRA Contributions \$2,000 annually for single coverage, \$4,000 annually for family coverage No Contribution No Contributions \$750 annually self coverage, \$1,250 annually family coverage No Contributions \$750 annually for self coverage, \$1,500 annually for family coverage, \$1,000 annually for single coverage, \$2,000 annually for family coverage No Contributions

Opt Out Benefit No Opt Out Benefit Listed No Opt Out Benefit Listed No Opt Out Benefit Listed No Opt Out Benefit

Notes \$50 wellness surcharge 2022-2023 data - Local Plus are limited networks. All 4 plans have out of network coverage (not listed)

Recommend Benefit Changes

CITY INITIATED CHANGES:

- 5% Employee Medical Monthly Contribution Increase
- Implementing Naviguard with UHC*
- Remove Health Reimbursement Account (HRA with Copay Plan)*
- Remove roll-out insurance with Stop Loss (only needed if we were going fully-insured)*
- Move Short-Term Disability to a voluntary benefit vs. an employer paid benefit*

CARRIER INITIATED CHANGES:

- Vision premium increase of 2.5%

WHAT IS STAYING THE SAME:

- UHC network
- Health Premium Discount
- Medical Opt-Out benefit
- Long-Term Disability as an employer paid benefit
- EAP and Life Insurance plans – employer provided and optional coverages
- Dental plan design and coverage – no rate changes
- Vision plan design

*City initiated changes result in potential savings
\$204,700

Additional reductions still must be made

Other Benefit Changes

OTHER CITY ADDED BENEFITS:

- Adding employee voluntary pet insurance benefit
- Implementing a Catastrophic Leave Donation Program
- Adding 1 personal day
- Expanding telework and alternate work schedules where appropriate for certain departments/work groups
- Expanding Wellness Points program – increasing opportunities to volunteer for points

Disability Benefit - Market Benchmarking

2024 Municipality Benchmarking		
Municipality	STD	LTD
City of Arlington	Voluntary	Employer Paid
City of Cedar Hill	Voluntary	Employer Paid
City of Cleburne	Not Offered	Employer Paid
City of Coppell	Employer Paid	Employer Paid
City of Euless	Employer Paid	Employer Paid
City of Fort Worth	Voluntary	Voluntary
City of Grand Prairie	Not Offered	Employer Paid
City of Keller	Employer Paid	Employer Paid
City of Mansfield	Not Offered	Voluntary
City of Midlothian	Not Offered	Employer Paid
City of North Richland Hills	Not Offered	Employer Paid
City of Waxahachie	Voluntary	Employer Paid
The Colony	Not Offered	Employer Paid
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Short-term disability benefit - 13 Cities (does not include Burleson)

- 4 have as a Voluntary benefit
- 3 have as an Employer paid benefit
- 6 Do not offer

Long-term disability benefit - 13 Cities (does not include Burleson)

- 2 have as a Voluntary benefit
- 11 have as an Employer paid benefit

5% Increase for Employee Health Care Premiums

Accounted for in FY25 Budget

HDHP Plan	Current Monthly Employee Premiums	Proposed Increase to Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$44.42	\$46.64	\$2.22	\$1.11
Employee + Spouse	\$155.16	\$162.92	\$7.76	\$3.88
Employee + Child(ren)	\$84.76	\$89.00	\$4.24	\$2.12
Employee + Family	\$238.16	\$250.07	\$11.91	\$5.95

CoPay Plan	Current Monthly Employee Premiums	Proposed Increase to Monthly Premiums (Non-Wellness Rate)	Monthly Increase	Per Pay Period Increase
Employee Only*	\$87.98	\$92.38	\$4.40	\$2.20
Employee + Spouse	\$457.54	\$480.42	\$22.88	\$11.44
Employee + Child(ren)	\$303.56	\$318.74	\$15.18	\$7.59
Employee + Family	\$734.70	\$771.44	\$36.74	\$18.37

*Health Premium Discount increases from \$44.42 to \$46.64

10% Increase for Employee Health Care Premiums

Savings Potential: \$34,774

HDHP Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$44.42	\$48.86	\$4.44	\$2.22
Employee + Spouse	\$155.16	\$170.68	\$15.52	\$7.76
Employee + Child(ren)	\$84.76	\$93.24	\$8.48	\$4.24
Employee + Family	\$238.16	\$261.98	\$23.82	\$11.91

CoPay Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase
Employee Only*	\$87.98	\$96.78	\$8.80	\$4.40
Employee + Spouse	\$457.54	\$503.29	\$45.75	\$22.88
Employee + Child(ren)	\$303.56	\$333.92	\$30.36	\$15.18
Employee + Family	\$734.70	\$808.17	\$73.47	\$36.74

*Health Premium Discount increases from \$44.42 to \$48.86

VARIABLE OPTION Increase for Employee Health Care Premiums

Savings Potential: \$96,775

HDHP Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase	% INCREASE
Employee Only*	\$44.42	\$50.00	\$5.58	\$2.79	13%
Employee + Spouse	\$155.16	\$191.00	\$35.84	\$17.92	23.0%
Employee + Child(ren)	\$84.76	\$120.00	\$35.24	\$17.62	42%
Employee + Family	\$238.16	\$279.00	\$40.84	\$20.42	17%

CoPay Plan	Current Monthly Employee Premiums	Proposed Monthly Premiums (Non-Wellness Rate)	Monthly Increase (Non-Wellness Rate)	Per Pay Period Increase	% INCREASE
Employee Only*	\$87.98	\$110.00	\$22.02	\$11.01	25%
Employee + Spouse	\$457.54	\$518.00	\$60.46	\$30.23	13%
Employee + Child(ren)	\$303.56	\$364.00	\$60.44	\$30.22	20%
Employee + Family	\$734.70	\$805.00	\$70.30	\$35.15	10%

*Health Premium Discount increases from \$44.42 to \$50.00

Benefit Plan Changes

Proposed plan design



Benefits	Current		Self-Funded Renewal		Option #1 - IRS Change		Option #2 - Deductible and		Option #3 - Deductible and OOP	
	UHC		UHC		UHC		UHC		UHC	
	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)	HSA/HDHP	HRA (Copay)
Network Name	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network	Choice Network
	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only	In Network Only
Coinsurance	90%	80%	90%	80%	90%	80%	80%	80%	80%	80%
Individual Deductible	\$3,200	\$2,000	\$3,200	\$2,000	\$3,300	\$2,000	\$3,500	\$2,500	\$4,000	\$3,000
Family Deductible	\$5,600	\$4,000	\$5,600	\$4,000	\$5,600	\$4,000	\$7,000	\$5,000	\$8,000	\$6,000
Individual Out-of-Pocket	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$5,000	\$4,000	\$6,500	\$6,000
Family Out-of-Pocket Max	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$10,000	\$8,000	\$13,000	\$12,000
Physician Office Copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	90% after ded.	\$25 copay	80% after ded.	\$25 copay	80% after ded.	\$25 copay
Specialist Office Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	80% after ded.	\$50 copay	80% after ded.	\$50 copay
Urgent Care Copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	90% after ded.	\$50 copay	80% after ded.	\$50 copay	80% after ded.	\$50 copay
Emergency Room Copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay	90% after ded.	\$250 copay	80% after ded.	\$250 copay	80% after ded.	\$250 copay
Hospital										
Inpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.
Outpatient	90% after ded.	80% after ded.	90% after ded.	80% after ded.	90% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.	80% after ded.
Prescription										
Retail - (30 day supply)										
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay
Tier 2	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay	\$35 copay after ded.	\$35 copay
Tier 3	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay
Tier 4	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay	\$200 copay after ded.	\$200 copay
Mail Order										
Tier 1	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay	\$0 copay after ded.	\$0 copay
Tier 2	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay	\$70 copay after ded.	\$70 copay
Tier 3	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay	\$140 copay after ded.	\$140 copay

Option 2
\$180,509 Savings

Option 3
\$371,275 Savings

Health Savings Account (HSA) Contribution Amounts- Market Benchmarking

2024 Municipality Benchmarking		
Municipality	Individual Contribution	Family Contribution
City of Arlington	\$0	\$0
City of Cedar Hill	\$950	\$1,800
City of Cleburne*	\$1,000	\$2,000
City of Coppell	\$500	\$500
City of Euless	\$0	\$0
City of Fort Worth	\$540	\$1,000
City of Grand Prairie	\$0	\$0
City of Hurst	\$1,000	\$2,000
City of Keller	\$500	\$1,000
City of Mansfield	\$2,000	\$4,000
City of Midlothian	\$0	\$0
City of North Richland Hills	\$600	\$600
City of Waxahachie*	\$750	\$1,250
The Colony*	\$1,000	\$2,000
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*fully-insured plans

City of Burleson
 Current Contributions
 \$1,000 for Individual
 \$2,000 for Family



Averages	Individual	Family
	\$631.43	\$1,153.57

Options and Potential Impact to Employees

Option	Impacted
Plan design changes (increasing deductibles and out of pocket)	Every employee on the health plan, estimated #377 employees
Lower Health Savings Account contributions: \$1,000 is lowered to \$750 and \$2,000 is lowered to \$1,500	Employees on HDHP, estimated #282 employees
Additional increase (on top of the 5% increase) to monthly premium for health plans	Every employee on the health plan, estimated #377 employees
Expand RX Prior Authorization	45 members, 29 drugs (members could include employees or family)

POTENTIAL COST SAVINGS OPTIONS

Options Already Selected

Saving Options Identified	Amount Saved
Naviguard	\$52,500
HRA Removal	\$5,000
Remove run-off for Stop-Loss	\$50,000
Move STD to Voluntary Benefit	\$97,200
TOTAL	\$204,700

POTENTIAL COST SAVINGS OPTIONS Continued

Other Options to Consider

Option	Potential Savings
Premium 10%	\$34,774
Premium – Variable	\$96,775
Reduce HSA Contribution	\$110,000
Rx Prior Authorization	\$62,250
Plan Design 2	\$180,509
Plan Design 3	\$371,275

Example A

Option	Amount Saved
Identified Savings*	\$204,770
Reduce HSA Contribution	\$110,000
RX Prior Authorization	\$62,250
Plan Design – Option 2	\$180,509
TOTAL	\$557,529

Example B

Option	Amount Saved
Identified Savings*	\$204,770
Plan Design – Option 3	\$371,275
TOTAL	\$576,045

Example C

Option	Amount Saved
Identified Savings*	\$204,770
Premium - Variable	\$96,775
Reduce HSA	\$110,000
Plan Design – Option 2	\$180,509
TOTAL	\$592,054

All examples exceed the 1st year goal of \$550,000

**amount from previous slide*

History



No premium increases since 2020 for HDHP and 2021 for Copay



Changed HDHP Co-insurance from 80/20 to 90/10 in 2020



Added city provided Short-Term Disability in 2022



Improved city provided Life Insurance – increased employee to 2x, added dependent basic life



Improved leave program – increased vacation & payout, added paid parental leave, and added 1 more wellness day off if criteria met

Employee Feedback

Benefits Committee

Police and Fire Association Members

Department meetings

General feedback includes

- **Reservations about RX Pre-Authorization**
- **Prefer to see plan design change in lieu of premium increases**
- **Prefer to see Health Savings Account (HSA) contributions stay the same**

FY25 Health Fund Projection with Benefit Changes

	FY 22-23 Actuals	FY 23-24 Adopted	FY 23-24 Revised	FY 23-24 Year-End	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
Beginning Fund Balance	\$3,826,214	\$ 3,462,577	\$3,462,577	\$ 3,462,577	\$ 3,530,219	\$ 3,337,173	\$ 3,337,173	\$ 3,362,262	\$ 3,414,594
Health and Dental Premium- City	\$ 4,930,372	\$ 5,094,499	\$ 5,094,499	\$ 5,203,207	\$ 4,989,067	\$ 5,238,520	\$ 5,500,446	\$ 5,775,469	\$ 6,064,242
Health and Dental Premium- Other	\$ 606,260	\$ 562,401	\$ 562,401	\$ 727,900	\$ 855,650	\$ 898,433	\$ 943,354	\$ 990,522	\$ 1,040,048
Other Revenues	\$ 1,220,978	\$ 709,000	\$ 709,000	\$ 979,941	\$ 792,385	\$ 832,004.25	\$ 873,604	\$ 917,285	\$ 963,149
Total Revenues	\$6,757,610	\$ 6,365,900	\$6,365,900	\$ 6,911,048	\$ 6,637,102	\$ 6,968,957	\$ 7,317,405	\$ 7,683,275	\$ 8,067,439
Claims	\$ 5,339,794	\$ 4,815,000	\$ 4,815,000	\$ 4,815,000	\$ 5,626,371	\$ 5,745,414	\$ 5,862,178	\$ 6,134,183	\$ 6,418,879
Other Expenditures*	\$ 1,781,452	\$ 2,051,688	\$ 2,051,688	\$ 2,028,406	\$ 1,664,236	\$ 1,699,447	\$ 1,733,985	\$ 1,814,441	\$ 1,898,652
Plan Design Changes					\$ (460,459)	\$ (475,904)	\$ (303,847)	\$ (317,681)	\$ (332,701)
Total Expenditures	\$7,121,247	\$ 6,866,688	\$6,866,688	\$ 6,843,406	\$ 6,830,148	\$ 6,968,957	\$ 7,292,316	\$ 7,630,943	\$ 7,984,830
Net revenue (loss)	\$ (363,637)	\$ (500,788)	\$ (500,788)	\$ 67,642	\$ (193,046)	\$ 0	\$ 25,089	\$ 52,332	\$ 82,609
Ending Fund Balance	\$3,462,577	\$ 2,961,789	\$2,961,789	\$ 3,530,219	\$ 3,337,173	\$ 3,337,173	\$ 3,362,262	\$ 3,414,594	\$ 3,497,203
FB % to Expenditures	48.62%	43.13%	43.13%	51.59%	48.86%	47.89%	46.11%	44.75%	43.80%
City Contributions		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Employee Contributions		0.00%	0.00%	0.00%	5.00%	5.00%	5.00%	5.00%	5.00%

Next Steps



COUNCIL DIRECTION/INPUT
SEPTEMBER 9TH



EMPLOYEE BENEFIT EDUCATION
MEETINGS SCHEDULED IN OCTOBER



2025 ANNUAL BENEFITS ENROLLMENT
INCORPORATING CHANGES
(NOVEMBER 2024)

Benefits Plan Year begins January 1, 2025

THE CITY OF
BURLESON
TEXAS

Questions?

City Council Regular Meeting

DEPARTMENT: Johnson County
FROM: Jennifer VanderLaan, Director, Johnson County Public Works
MEETING: September 9, 2024

SUBJECT:

Receive a report and hold a discussion regarding the Johnson County Bond Program. *(Contact: Jennifer VanderLaan, Director, Johnson County Public Works)*

SUMMARY:

Receive a report from Johnson County regarding the proposed Johnson County Transportation Bond Program.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

CONTACT:

Jennifer VanderLaan, C.F.M
Director, Johnson County Public Works
JenniferV@johnsoncountytexas.org
817.556.6380



**JOHNSON
COUNTY**
TRANSPORTATION
BOND PROGRAM

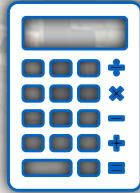
Johnson County Transportation Bond Program

Why County Bond Funding

- Local transportation funding to Support **growth**
- State and Federal **partnerships** leveraging more transportation improvements in the County
- Regional **partnerships** with NCTCOG, municipalities, and ISDs
- Expedites **Safety** Projects in support of

#EndTheStreakTX
End the streak of daily deaths on Texas roadways.

Tax Rate Information:



\$251,707

2024 Average Taxable Home Value

x

\$0.0099

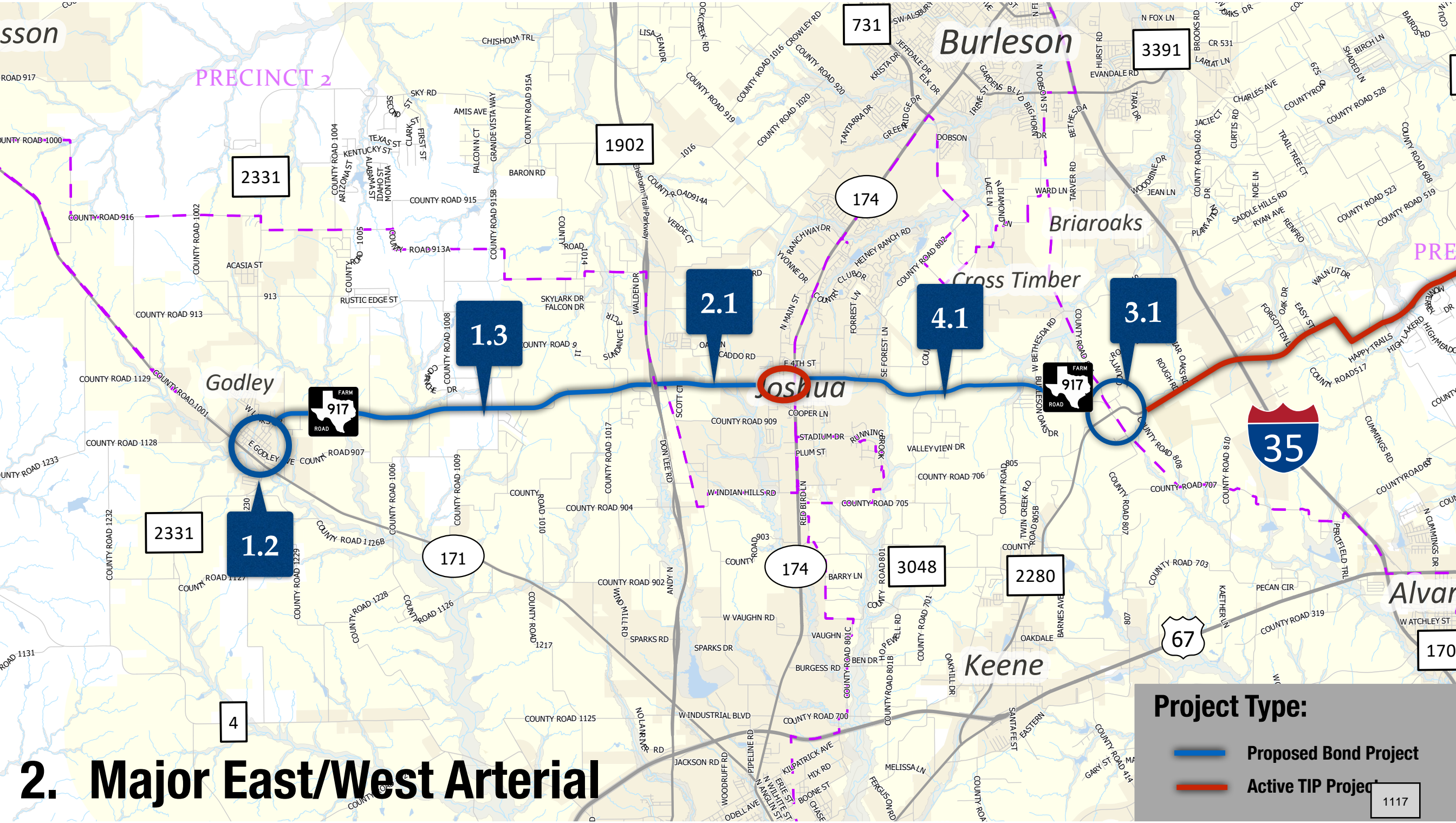
I&S Tax Rate Increase

=

\$24.92

Yearly Cost of Additional \$0.0099 on
Owner of Average Value Home

\$2.08/monthly cost

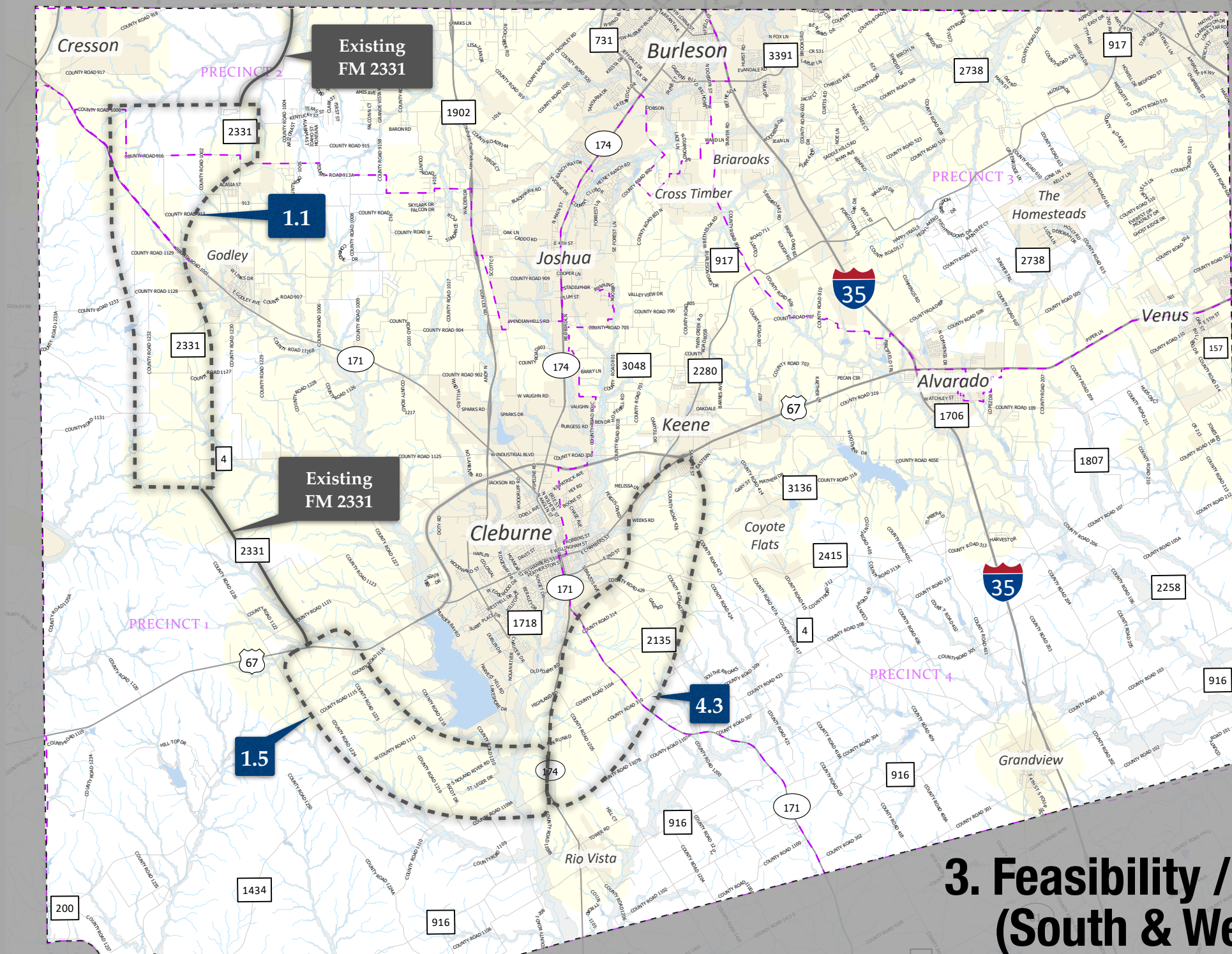


2. Major East/West Arterial

Project Type:

- Proposed Bond Project
- Active TIP Project

1117



Project Type:

 Feasibility Study

3. Feasibility / Alignment Studies (South & West Corridors)

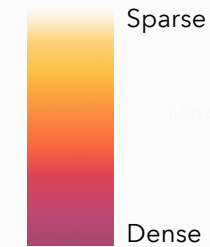


ALL CRASHES 2013-2023

Johnson County

Legend

Crash Density



Johnson County Limits

Flood Risk Zones

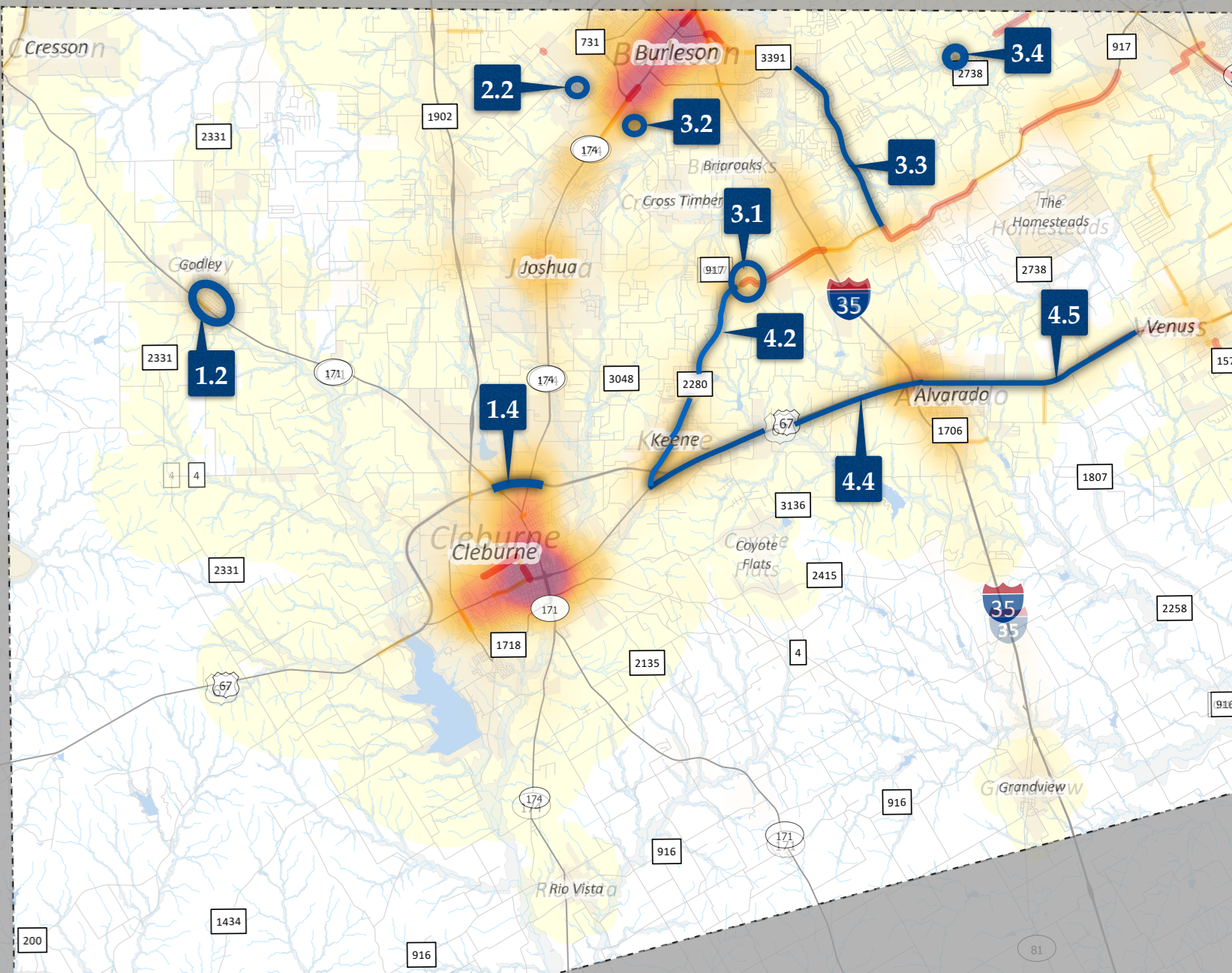
Streams

Lakes

Cities

ETJs

Source: TxDOT CRIS Database



4. Safety & Mobility Improvements



Key Election Dates:

Event	Key Dates
Johnson County Court - Calls Election	August 12th
First day of Early Voting	October 21st
Last day of Early Voting	November 1st
Election Day	November 5th

Program Website:



Johnson County Bond Program

Johnson County continues to experience population growth, with approximately 90% of its 180,000 residents relying on the roadway system for their commute. To address the increased demand, this bond program aims to enhance safety and mobility for county residents. Johnson County is proposing a \$60 million transportation bond for voter consideration. This program will complement the ongoing efforts of the Texas Department of Transportation (TxDOT) and the North Central Texas Council of Governments (NCTCOG). Additionally, the County Bond program will focus on advancing project planning and engineering, with the goal of partnering with TxDOT and NCTCOG to secure additional state and federal funds for construction.

To keep you informed about these initiatives and involve you in the process, we encourage you to explore this website. By clicking on the [projects tab](#), you can get detailed information about the projects that will be part of the 2024 bond election. This election is set for public consideration on November 5, 2024.

Contact Info:
Jennifer VanderLaan, Director
Johnson County Public Works
JenniferV@johnsoncountytexas.org
817-556-6380



www.johnsoncountybond.com



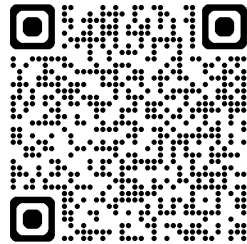
**JOHNSON
COUNTY**
TRANSPORTATION
BOND PROGRAM



Johnson County Transportation Bond Program



**JOHNSON
COUNTY**
TRANSPORTATION
BOND PROGRAM



Scan the QR code to learn more.
johnsoncountybond.com

Why County Bond Funding

- Local transportation funding to Support **growth**
- State and Federal **partnerships** leveraging more transportation improvements in the County
- Regional **partnerships** with NCTCOG, municipalities, and ISDs
- Expedites **Safety** Projects in support of **#EndTheStreakTX**
End the streak of daily deaths on Texas roadways.

Program Themes



1. RR Crossings
Improvements



3. Feasibility /
Alignment Studies
(South & West
Corridors)



2. Major East/
West Arterial



4. Safety
and Mobility
Improvements

Key Election Dates

August 12	Johnson County Court - Calls Election
October 21	First day of Early Voting
November 1	Last day of Early Voting
November 5	Election Day

Tax Rate

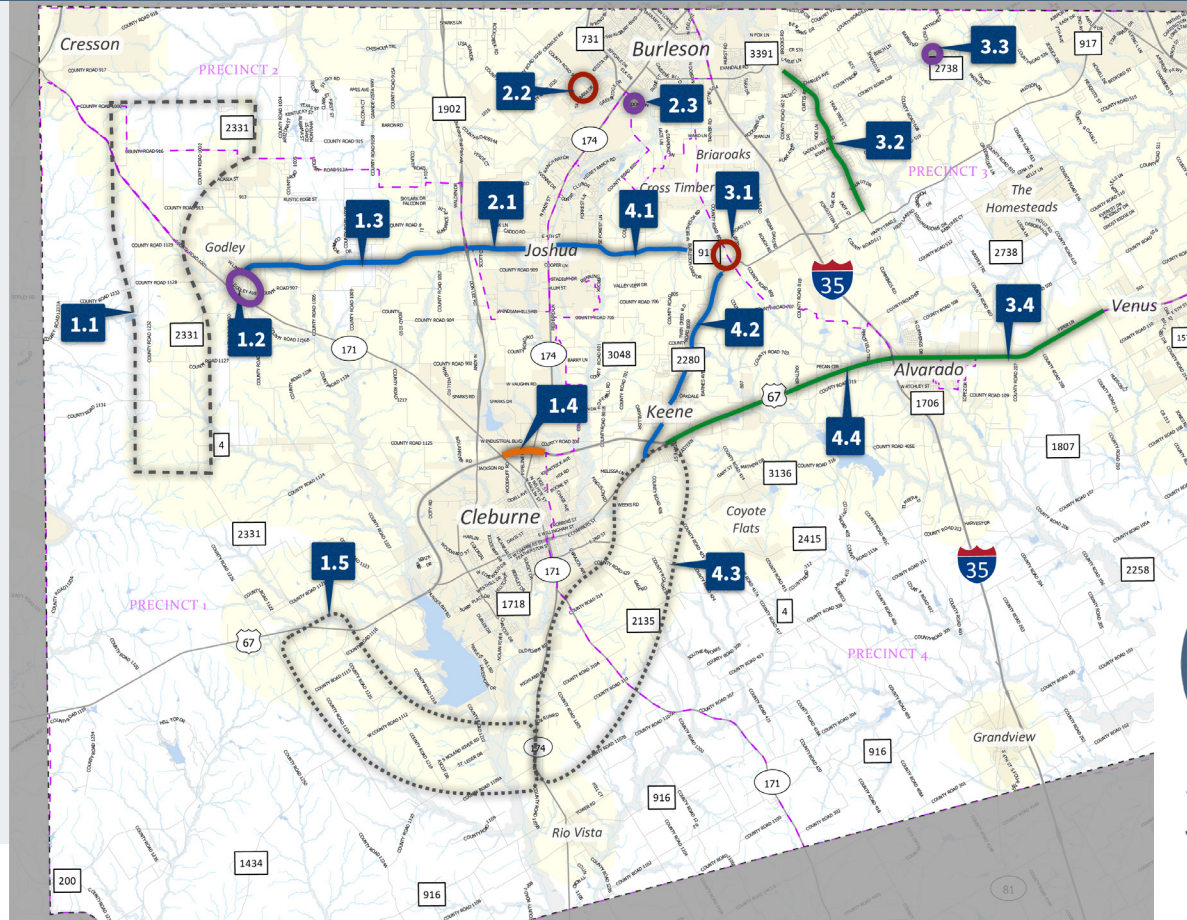
$$\begin{array}{l}
 \text{House icon} \\
 \mathbf{\$251,707} \\
 \text{2024 Average Taxable Home Value}
 \end{array}
 \times
 \begin{array}{l}
 \text{Calculator icon} \\
 \mathbf{\$0.0099} \\
 \text{I\&S Tax Rate Increase}
 \end{array}
 =
 \begin{array}{l}
 \text{Person icon} \\
 \mathbf{\$24.92} \\
 \text{Yearly Cost of Additional } \\
 \text{\$0.0099 on Owner of } \\
 \text{Average-Value Home} \\
 \text{\$2.08/monthly cost}
 \end{array}$$

Project Type

-  Alignment/Widening
-  Feasibility Study
-  Interchange/Grade Separation
-  Safety/Operational
-  Frontage Road Improvements
-  Safety/Operational Improvements



Scan the QR code to learn more.
johnsoncountybond.com



Projects by Theme



RR Crossings Improvements

- | | |
|---|-------------------------------|
| 1.1 FM 2331 (FM 4 to Spring Ranch Rd) | REALIGNMENT FEASIBILITY STUDY |
| 1.2 Downtown Godley (SH 171 to Links Drive) | SAFETY & MOBILITY |
| 1.4 US 67 Frontage Rd (SH 171 to Hix Rd) | MOBILITY IMPROVEMENTS |
| 2.2 Hulen Street | RR GRADE SEPERATION |
| 3.1 FM 917 (At Egan RR Crossing) | GRADE SEPERATION |
| 4.3 FM 2280 Extension (BUS 67 to SH 174) | FEASIBILITY STUDY |



Major East/West Arterial

- | | |
|---|-------------------|
| 1.2 Downtown Godley (SH 171 to Links Drive) | SAFETY & MOBILITY |
| 1.3 FM 917 (Segment 1) (Links Dr. to Chisholm) | SAFETY & MOBILITY |
| 2.1 FM 917 (Segment 2) (Chisholm Trail to Ave. F) | SAFETY & MOBILITY |
| 3.1 FM 917 (At Egan RR Crossing) | GRADE SEPERATION |
| 4.1 FM 917 (Segment 3)(Thomas St to Egan RR) | SAFETY & MOBILITY |



Feasibility / Alignment Studies (South & West Corridors)

- | | |
|--|-------------------------------|
| 1.1 FM 2331 (FM 4 to Spring Ranch Rd) | REALIGNMENT FEASIBILITY STUDY |
| 1.5 FM 2331 Extension (US 67 to SH 174) | FEASIBILITY STUDY |
| 4.3 FM 2280 Extension (BUS 67 to SH 174) | FEASIBILITY STUDY |



Safety and Mobility Improvements

- | | |
|---|---------------------------|
| 1.2 Downtown Godley (SH 171 to Links Drive) | SAFETY & MOBILITY |
| 1.4 US 67 Frontage Rd (SH 171 to Hix Rd) | MOBILITY IMPROVEMENTS |
| 2.3 FM 731 & CR 714 | INTERSECTION IMPROVEMENTS |
| 3.1 FM 917 (At Egan RR Crossing) | GRADE SEPERATION |
| 3.2 E. Renfro Street (CR 602 to FM 917) | SAFETY IMPROVEMENTS |
| 3.3 FM 2738 & CR 528 | INTERSECTION IMPROVEMENTS |
| 3.4 US 67 (IH-35 to CR 615) | SAFETY IMPROVEMENTS |
| 4.2 FM 2280 (US 67 to Egan) | MOBILITY IMPROVEMENTS |
| 4.4 US 67 (SPUR 102 to IH-35) | SAFETY IMPROVEMENTS |

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Janalea Hembree, Assistant to the City Manager
MEETING: September 9, 2024

SUBJECT:

Consider approval of a resolution establishing the City Council's priorities for the 89th Legislative Session. (*Staff Contact: Janalea Hembree, Assistant to the City Manager*)

SUMMARY:

The proposed resolution sets forth the City Council's priorities for the 89th Legislative Session based on the City Council discussion of the topic on August 15, 2024.

On August 15, 2024, the City Council received a report from City staff concerning the Council's legislative priorities. At the conclusion of the presentation, Council directed City staff to bring back a resolution setting forth the City Council's legislative priorities based on their discussion during the item.

Why is it important to develop a legislative program?

Cities and elected officials are occasionally asked to have an opinion on a variety of bills that affect local government. There are also times when elected officials or staff, as subject matter experts, are asked to testify or speak to state legislators on specific issues/proposed legislation, or to pass resolutions in support or opposition to bills.

A legislative program sets forth the City Council's position as a whole, not as individual members, on critical issues that will be discussed during the upcoming legislative session.

OPTIONS:

- 1) Approve City Council legislative program as proposed
- 2) Approve City Council legislative program with changes
- 3) Deny City Council legislative program

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817.426.9299

Legislative Program

PRESENTED TO THE CITY COUNCIL ON
SEPTEMBER 9, 2024

Overview

- The 89th Session of the Texas Legislature begins January 14, 2025 and ends on June 2, 2025.
- State legislators began filing legislation in November 2024.
- During the previous legislative session more than 2,000 bills were introduced that would have affected Texas cities in some substantial way.
- City Council developed a legislative program with their position and priorities on local government-related legislation that occurred in the 88th Session.
- This was performed through a contract with Focused Advocacy.

Why is this important?

- Cities and elected officials are occasionally asked to have opinions on a variety of bills that affect local government.
- There are times when elected officials or staff, as subject matter experts, are asked to testify or speak to State legislators.
- The purpose of a legislative program is to set forth the city council's position as a whole, not as individual members, on key issues that will be discussed during the upcoming session.
- As bills are filed council can request discussion by placing items on the agenda to adopt a resolution stating the city's position for or against specific legislation.

General Legislative Position

- As a general policy, the City will oppose any legislation viewed as detrimental to the City’s strategic goals or would limit home rule authority; is contrary to the health, safety, and welfare of its citizens; mandates increased costs or loss of revenues; or would diminish the fundamental authority of the City. Accordingly, the City Council adopted the following positions and hereby authorizes staff and city representatives to take the following actions as necessary:

BASIC HOME RULE AUTHORITY

Oppose legislation that erodes existing:

- principles of Home Rule and local control including preemption legislation designed to restrict existing municipal regulatory authority,
- authority to regulate activities that affects the public’s health, safety and well-being,
- Charters or Ordinances or Master Plans,
- local government immunity, or
- authority to communicate or advocate with legislators.

PUBLIC FINANCES

Oppose legislation that:

- requires:
 - unfunded mandates,
 - the City to generate revenues for the State, or
 - a tax exemption (or “freeze”) that shifts tax burden to other taxpayers.
- erodes the City’s:
 - property or sales tax base,
 - ability to assess fees,
 - ability to issue timely debt,
 - economic development sales tax authority (4A and 4B)
 - ability to effectively finance the current level of city services by:
 - imposing a revenue cap, or
 - excluding new property from the tax rate calculations.

General Legislative Position

- As a general policy, the City will oppose any legislation viewed as detrimental to the City’s strategic goals or would limit home rule authority; is contrary to the health, safety, and welfare of its citizens; mandates increased costs or loss of revenues; or would diminish the fundamental authority of the City. Accordingly, the City Council adopted the following positions and hereby authorizes staff and city representatives to take the following actions as necessary:

DEVELOPMENT, WATER & UTILITIES

Oppose legislation that erodes the City’s authority to:

- deliver quality water at affordable rates,
- effectively utilize economic development tools,
- regulate development effectively including “shot clocks,” density standards, or automatic releases from the city ETJ,
- impose fees on developments to pay for infrastructure,
- regulate short-term rentals,
- manage public rights-of-way including the authority to:
 - receive fair market compensation for use of public rights-of-way,
 - enter into franchise agreements,
 - participate in utility rate cases, or
 - require utilities to pay for relocating their facilities,
- dedicate parkland,
- govern and approve proposed public housing and affordable housing projects.

TMRS & LABOR ISSUES

Oppose legislation that:

- erodes the Texas Municipal Retirement System, or
- expands collective bargaining or “meet and confer”.

Legislative Action

Seek the Introduction

Council: Actively petition elected officials for support, with trips to Austin to testify at legislative committees.

Staff: Actively engage with elected officials and their staff and advocate for introduction of bills.

Focused Advocacy: Draft bills and actively advocate for passage.

Support the Following

Council: Regular communication with elected officials regarding city legislative priorities and possibly testifying before legislative committees in support.

Staff: Communicate with elected official's staff about adoption of the city's legislative priorities.

Focused Advocacy: Regularly update staff on information specific to the city's legislative priorities.

Actively Monitor

Council: Reviewing legislative updates as provided by staff and Focused Advocacy.

Staff: Provide updates from Focused Advocacy & TML to the council.

Focused Advocacy: Hold bi-weekly calls with City Staff regarding up-to-date legislative information.

Specific Legislative Initiatives

Seek the Introduction

1. The approval of a qualified hotel project bill, as authorized under Chapter 351 of the Tax Code.

Actively Monitor

1. That enables municipalities to reduce speed limits within residential.
2. That revises the definition of an agricultural operation.
3. That further regulates data farming uses.

Support the Following

1. That ensures comparable workers' compensation coverage for firefighters and EMTs deployed through Texas Intrastate Fire Mutual Aid System (TIFMAS) and Texas Task Force 1 and 2 for state deployments.
2. That strengthens protections for firefighters and EMTs by recognizing presumptive cancers as job-related illnesses or injuries. This includes ensuring that these conditions are covered under workers' compensation, extending coverage for up to five years post-employment. Additionally, support the establishment of statewide or federal registries for research and documentation of work-related injuries and illnesses, specifically those associated with presumptive cancers, to better understand and address these risks.
3. That enhances municipal water sources/supplies or improves municipal water system redundancy.
4. That enable citizens and or municipalities to relocate migratory egrets that have roosted in residential areas.
5. Support the extension of SB 2476 to eliminate balance billing for out-of-network ground ambulance services under commercial health plans regulated by the Texas Department of Insurance, ensuring fair payment for services rendered.

Council Action

- Approve or deny a resolution adopting a legislative program for the 89th Legislative Session.

Exhibit A

CITY OF BURLESON LEGISLATIVE POLICY

STATEMENT OF PURPOSE OF LEGISLATIVE POLICY

The fundamental goal of the City of Burleson’s legislative activities is to produce positive outcomes for the citizens of Burleson as a whole. Numerous proposals in the Texas Legislature have the potential to seriously impact the ability of the City to carry out its overall mission. By taking a proactive role in monitoring and commenting on proposals in the Texas Legislature, the City is working to ensure that the citizens of Burleson can continue to enjoy the quality of life they have come to expect and deserve.

GENERAL LEGISLATIVE STATEMENT

The City seeks to preserve its authority to govern its citizens and property in alignment with its adopted strategic goals and interests.

The City will oppose any legislation that is detrimental to its strategic goals, erodes municipal authority, negatively impacts operations, is contrary to the health, safety, and welfare of its citizens, results in increased costs or loss of revenue, or diminishes the fundamental authority of the City and its elected City Council.

The City will support any legislation that advances its strategic goals and interests or improves the health, safety, and welfare of its citizens.

GENERAL LEGISLATIVE POSITION

As a general policy, the City will oppose any legislation viewed as detrimental to the City’s strategic goals or would limit home rule authority; is contrary to the health, safety, and welfare of its citizens; mandates increased costs or loss of revenues; or would diminish the fundamental authority of the City. Accordingly, the City Council adopted the following positions and hereby authorizes staff and city representatives to take the following actions as necessary:

I. BASIC HOME RULE AUTHORITY

Oppose legislation that erodes existing:

- a. principles of Home Rule and local control including preemption legislation designed to restrict existing municipal regulatory authority,
- b. authority to regulate activities that affects the public’s health, safety and well-being,
- c. Charters or Ordinances or Master Plans,
- d. local government immunity, or

- e. authority to communicate or advocate with legislators.

II. PUBLIC FINANCES

Oppose legislation that:

- a. requires:
 - i. unfunded mandates,
 - ii. the City to generate revenues for the State, or
 - iii. a tax exemption (or “freeze”) that shifts tax burden to other taxpayers.
- b. erodes the City’s:
 - i. property or sales tax base,
 - ii. ability to assess fees,
 - iii. ability to issue timely debt,
 - iv. economic development sales tax authority (4A and 4B)
 - v. ability to effectively finance the current level of city services by:
 - 1. imposing a revenue cap, or
 - 2. excluding new property from the tax rate calculations.

III. DEVELOPMENT, WATER & UTILITIES

Oppose legislation that erodes the City’s authority to:

- a. deliver quality water at affordable rates,
- b. effectively utilize economic development tools,
- c. regulate development effectively including “shot clocks,” density standards, or automatic releases from the city ETJ,
- d. impose fees on developments to pay for infrastructure,
- e. regulate short-term rentals,
- f. manage public rights-of-way including the authority to:
 - i. receive fair market compensation for use of public rights-of-way,
 - ii. enter into franchise agreements,
 - iii. participate in utility rate cases, or
 - iv. require utilities to pay for relocating their facilities,
- g. dedicate parkland,
- h. govern and approve proposed public housing and affordable housing projects.

IV. TMRS & LABOR ISSUES

Oppose legislation that:

- a. erodes the Texas Municipal Retirement System, or
- b. expands collective bargaining or “meet and confer”.

SPECIFIC LEGISLATIVE INITIATIVES

The City Council adopted the following positions and hereby authorizes staff and city representatives to take the following actions as necessary:

The City will **seek the introduction** of the following legislation:

1. The approval of a qualified hotel project bill, as authorized under Chapter 351 of the Tax Code.

The City will **support the following** legislation:

1. That ensures comparable workers' compensation coverage for firefighters and EMTs deployed through Texas Intrastate Fire Mutual Aid System (TIFMAS) and Texas Task Force 1 and 2 for state deployments.
2. That strengthens protections for firefighters and EMTs by recognizing presumptive cancers as job-related illnesses or injuries. This includes ensuring that these conditions are covered under workers' compensation, extending coverage for up to five years post-employment. Additionally, support the establishment of statewide or federal registries for research and documentation of work-related injuries and illnesses, specifically those associated with presumptive cancers, to better understand and address these risks. That enhances municipal water sources/supplies, or improves municipal water system redundancy.
3. That enable citizens and or municipalities to relocate migratory egrets that have roosted in residential areas.
4. Support the extension of SB 2476 to eliminate balance billing for out-of-network ground ambulance services under commercial health plans regulated by the Texas Department of Insurance, ensuring fair payment for services rendered.

The City will **actively monitor** 3 legislation:

1. That enables municipalities to reduce speed limits within residential.
2. That revises the definition of an agricultural operation.
3. That further regulates data farming uses.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING A LEGISLATIVE PROGRAM FOR THE 89TH TEXAS LEGISLATURE.

WHEREAS, the 89th Texas Legislature will commence on January 14, 2025; and

WHEREAS, revenue caps, budgeting authority, hotel project bill, presumptive cancers, and many other legislative issues affecting local government will be considered; and

WHEREAS, the City of Burleson desires to adopt its 2025 State Legislative Program for the 89th Texas Legislature; **NOW, THEREFORE**,

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

SECTION 1. That the City of Burleson’s 2025 State Legislative Program for the 89th Texas Legislature is adopted as set forth in Exhibit A and made a part of this resolution for all purposes.

SECTION 2. That the Mayor and City Council, City Manager and the City Attorney, or their designees, shall communicate the items included in the 2025 State Legislative Program to members of the Texas Legislature.

SECTION 3. The City Manager, or his designee, may draft appropriate resolutions or ordinances in support or opposition for legislation as outlined in the 2025 State Legislative Program.

SECTION 4. The Mayor and City Council, City Manager, and City Staff may provide testimony in support or opposition for legislation as outlined in the 2025 State Legislative Program.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney