

# City Council City Council Regular Meeting Agenda

Monday, October 02, 2023 5:30 PM

Live Stream at <a href="https://www.burlesontx.com/watchlive">https://www.burlesontx.com/watchlive</a>

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

#### 1. CALL TO ORDER

Invocation - Pastor Allen Christopherson, Bethesda Baptist Church

Pledge of Allegiance to the US Flag

Texas Pledge:

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

#### 2. PUBLIC PRESENTATIONS

- A. Proclamations
- 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- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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. <u>CITIZENS APPEARANCES</u>

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 September 18, 2023 regular council meeting. (Staff contact: Amanda Campos, City Secretary)
- B. Consider approval of a resolution authorizing participation in Tarrant County's 2023- 24 HOME Investment Partnership Program to assist citizens with homeowner rehabilitation in the amount of \$9,600. (Staff Contact: Lisa Duello, Assistant Director of Development Services)
- Consider approval of a minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount of \$308,000. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney/Director of Legal Services)
- D. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of a one-year services contract with the Burleson Area Chamber of Commerce. (Staff Contact: Alex Philips, Economic Development Director)
- E. Consider approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$50,000. (Staff Presenter: Alex Philips, Economic Development Director)
- E. Consider approval of a minute order for the appointment of Kevin North, Assistant Director of Public Works and Engineering, as voting member and Errick Thompson, Director of Public Works and Engineering, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2024. (Staff Contact: Errick Thompson, Director of Public Works and Engineering)
- G. Consider approval of a minute order establishing public hearings on November 13, 2023, to consider approvals of ordinances amending the Water and Wastewater Impact Fee Ordinance (CSO# 977-02-2019) and Roadway Impact Fee Ordinance (CSO# 1479-08-2020). (Staff Contact: Errick Thompson, Director Public Works and Engineering)
- H. Consider approval of an ordinance amending Article VIII "International Property Maintenance Code" of Chapter 10 "Buildings and Building Regulations" of the City of Burleson Code of Ordinances by adopting the 2021 Edition of the of the International Property Maintenance Code and providing for modifications of the code to incorporate local amendments. (Final Reading) (Staff Contact: Lisa Duello, Assistant Director Development Services)

- L. Consider approval of an ordinance adopting the 2021 editions of the International Building Code, the International Residential Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code, the International Energy Conservation Code, the International Swimming Pool and Spa Code, the International existing Building Code and local amendments thereto; adopting the 2020 edition of the National Electric Code and local amendments. (Final Reading) (Staff Presenter: Tony D. McIlwain, Development Services Director)
- J. Consider approval of an ordinance amending Article V "International Fire Code" of Chapter 38 "Fire Prevention and Protection" of the City of Burleson Code of Ordinances by adopting the 2021 edition of the International Fire Code and providing for modifications of the code to incorporate local amendments. (Final Reading) (Staff Contact: Rob Moore, Battalion Chief)
- K. Consider approval of a minute order ratifying a five-year farm lease with Jody Land for the property for approximately 46 acres located at 2140 & 2250 SW Hulen St., Burleson, Texas. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney)
- L. Consider approval of a five-year farm lease with Jody Land for the property for approximately 46 acres located at 2140 & 2250 SW Hulen St., Burleson, Texas. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney)
- M. Consider approval of a minute order rejecting bids for ITB 2023-022 Oak Valley Park S Trail. (Staff Contact: Jen Basham, Parks and Recreation Director)
- N. Consider approval of a professional services contract with McCaslin Hotel Consulting, LLC to conduct a market study for a proposed hotel and convention center in Burleson, Texas in the amount of \$65,000. (Staff Contact: Alex Philips, Economic Development Director)

#### 6. <u>DEVELOPMENT APPLICATIONS</u>

- A. Liquid Stone Concrete at 255 Centre Dr (Case 22-165): Consider approval of a resolution for a site plan with waivers of Liquid Stone Concrete located at 255 Centre Dr. (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by a vote of 8-0) (First and Final Reading)
- B. 255 Centre Dr (Case 22-167): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "I", Industrial for a 0.35 acre portion of 255 Centre Dr. (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by a vote of 8-0) (First and Final Reading)

#### 7. GENERAL

- A. Consider approval of a minute order requesting that the City Council pass a reimbursement resolution in an amount not to exceed \$1,800,000 for various public works projects as reflected in the Public Works five-year capital plan. (Staff Presenter: John Butkus, Finance Director)
- B. Consider an ordinance altering the Prima Facie Speed Limit along Greenridge Drive between Hulen Street and FM 731 and Commons Drive from Greenridge Drive and SW Wilshire Blvd. from 30 miles per hour to 35 miles per hour; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause,

and an effective date. (First and Final Reading) (Staff Presenter: Errick Thompson, Director Public Works and Engineering)

- C. Consider approval of a resolution adopting the guidelines and criteria for the Economic Development incentives program. (Staff Presenter: Alex Philips, Economic Development Director)
- D. Consider approval of a resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a resolution between the Burleson 4A Economic Development Corporation and Fourco Development Partners, LLC, authorizing the land sale of approximately 7 acres located in Highpoint Business Park located at the corner of Vantage and Cirrus Drive in the amount of \$763,389. (Staff Presenter: Alex Philips, Economic Development Director)
- E. Consider approval of a resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas. (Staff Contact: Alex Philips, Economic Development Director)
- F. Consider approval of a resolution nominating candidates for the election of members to the Johnson County Central Appraisal District Board of Directors. (Staff Presenter: Eric Oscarson, Deputy City Manager)
- G. Consider approval of a resolution nominating candidates for the election of members to the Tarrant County Central Appraisal District Board of Directors. (Staff Presenter: Eric Oscarson, Deputy City Manager)

#### 8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff with feedback on updates to the Water / Wastewater Masterplan and Mobility Plan and the Capital Improvements Program Advisory Committee's (CIPAC) recommendations for updates to impact fees. (Staff Presenter: Errick Thompson, Director of Public Works and Engineering)

#### CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

#### 10. RECESS INTO EXECUTIVE SESSION

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

- 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 Lighthouse Incident Case Number 90743858.
  - -Receive a report and hold a discussion regarding Lighthouse Services anonymous hotline provider and case management system.
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting

economic development negotiations pursuant to Section 551.087, Texas Government Code

#### 11. ADJOURN

#### **CERTIFICATE**

I hereby certify that the above agenda was posted on this the 27th of September 2023, by 5:30 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: October 2, 2023

#### **SUBJECT:**

Consider approval of the minutes from the September 18, 2023 regular council meeting. (Staff contact: Amanda Campos, City Secretary).

#### **SUMMARY:**

The City Council duly and legally met on September 18, 2023 for a regular council meeting.

#### **OPTIONS:**

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

#### **RECOMMENDATION:**

Approve.

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

N/A.

#### **FISCAL IMPACT:**

N/A.

#### **STAFF CONTACT:**

Name Amanda Campos, TRMC

Title: City Secretary

Email: acampos@burlesontx.com

Phone: 817-426-9665



#### **City Council Regular Meeting**

**DEPARTMENT:** Development Services

FROM: Lisa Duello, Assistant Director – Development Services

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a resolution authorizing participation in Tarrant County's 2023- 24 HOME Investment Partnership Program to assist citizens with homeowner rehabilitation in the amount of \$9,600. (Staff Contact: Lisa Duello, Neighborhood Services Director)

#### **SUMMARY:**

Neighborhood Services is requesting to participate in the 2023 -24 Tarrant County Community Development Home Owner Rehabilitation Program. The Department of Housing and Urban Development (HUD) appropriates funds to entitlement communities through the HOME Investment Partnership Block Grant (HOME) program. Tarrant County receives and administers HOME funds on behalf of participating cities who wish to assist their citizen's with homeowner rehabilitation. The program is managed by Tarrant County's Community Development (TCCD) office. Individual residents work directly with TCCD, which invests the funds directly into home rehabilitation. HOME boosts local economies by leveraging public and private resources to generate income, including resident earnings and additional local tax revenue, and support job creation and retention.

The HOME funds target low-to moderate-income (Below 80% AMI) persons preserving safe and decent housing by providing homeowner-occupied single-family rehabilitation. Each HOME restoration project is allocated a maximum of \$32,000 for repairs such as roofs, foundation, plumbing, electrical or weatherization. HUD requires communities to provide a 30% match for HOME expenditures. Burleson's match for one restoration project is \$9,600.

Burleson is required to submit a letter and City Council resolution affirming the match as part of the participation application. Only Burleson residents that reside in Tarrant County are eligible for this program. Tarrant County Community Development has informed staff that there are five (5) City of Burleson residents that qualify for the program and are on the waiting list with them.

#### **OPTIONS:**

- 1) Approve resolution as presented.
- 2) Approve the resolution with changes.

3) Deny the resolution.

#### **RECOMMENDATION:**

Approve the resolution authorizing participation in Tarrant County's 2023 -24 HOME Investment Partnership Program to assist citizens with homeowner rehabilitation in the amount of \$9,600.

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

- On October 3, 2022, City Council approved Resolution CSO #4003-10-2023 for participation in the 2022 program.
- On October 18, 2021, City Council approved Resolution CSO #1899-10-2021 for participation in 2021 program.
- On November 17, 2020, City Council approved Resolution CSO #1575-11-2020 for participation in 2020 program.
- On November 11, 2019, City Council approved Resolution CSO #1177-11-2019 for participation in 2019 program.
- On November 12, 2018, City Council approved Resolution CSO #926-11-2018 for participation in 2018 program.

#### **FISCAL IMPACT:**

Budgeted Y/N: Y

Fund Name: General Fund Full Account #s: 10014001- 66100

Amount: \$9,600 Project (if applicable): N/A

**Financial Considerations** 

Burleson is requesting HOME funding of \$32,000 with a City match of 30% or \$9,600. The \$9,600 City match was approved in the FY 2023 - 2024 budget.

#### **STAFF CONTACT:**

Name: Lisa Duello

Title: Assistant Director – Development Services

Iduello@burlesontx.com

817-426-9841





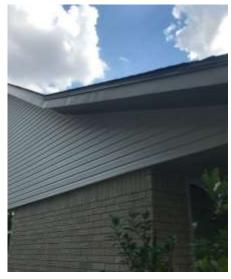
### **Code Compliance**

# Consider Resolution for Participation in the 2023 - 24 Tarrant County HOME Program

# Tarrant County HOME Program



HUD Funds that
Tarrant County
administers to
participating cities
that wish to help
citizens



HOME funds target low-to-moderated income (Below 80% Average Median Income Or below \$56,360)



Preserving safe & decent housing by providing homeowner occupied single family rehabilitation, such as electrical, foundation, plumbing, roofing, & weatherization upgrades



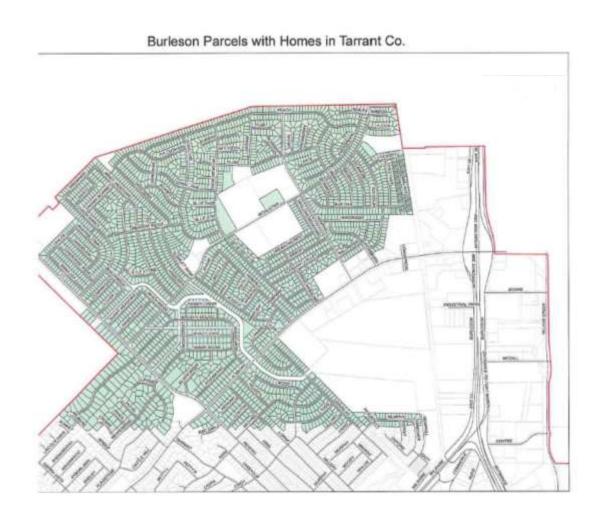
Each HOME project can be allocated a max \$32,000 for rehabilitation



HUD requires participating communities to provide a 30% match. Burleson's match for one home is \$9,600.

# Background

# Only Burleson residents that reside in Tarrant County are eligible



- The City of Burleson has been participating in the program since 2018
- The limit for one project is \$32,000 with the City's \$9,600 match.
- Depending on the scope of the home rehabilitation, this program has the potential to benefit more than one (1) homeowner.
- For example, if the scope of a home rehab is only \$10,000 then more than one home could benefit from the program.



Participating cities are required to submit a letter and City Council approved Resolution affirming the 30% match



#### CSO#4003-10-2022

#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON AUTHORIZING PARTICIPATION IN TARRANT COUNTY'S HOME INVESTMENT PARTNERSHIPS PROGRAM; AND AGREEING TO MEET ALL MATCH CONTRIBUTION REQUIREMENTS FOR THE EXPENDITURES UNDER THE TARRANT COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM FOR PROGRAM YEAR 2022.

WHEREAS, the HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) and is intended to provide decent affordable housing to lower-income households; expand the capacity of nonprofit housing providers; strengthen the ability of state and local government to provide housing, and; leverage private-sector participation; and

WHEREAS, Tarrant County is a Participating Jurisdiction under the HOME Investment Partnerships Program in accordance with §92.105; and

WHEREAS, the City of Burleson is a member of the Terrant County Urban County Community Development/HOME Consortium and is eligible to participate in the HOME program; and

WHEREAS, the City of Burleson has requested \$32,000 in HOME funding to be expended on HOME eligible activities within the city's jurisdiction and has agreed to provide a 30% matching contribution for all HOME funds expended within the City of Burleson, in accordance with \$92.218; \$92.219; and \$92.220.

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

The City of Burleson is authorized to participate in Tarrant County's Home Investment Partnership program to assist low-income families make improvements to their homes.

II.

The City of Burleson agrees to commit \$9,600 in matching contribution to affordable housing for all activities undertaken in our city through the HOME program.

PASSED AND APPROVED by the City Council of the City of Burleson, Texas, on the 3rd day of October, 2022.

Chris Fletcher, Mayor City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary



# Requested Action



RECOMMENDED



Approve the resolution authorizing participation in the Tarrant County HOME Investment Partnership Program to assist citizens with homeowner rehabilitation in the amount of \$9,600.



Deny the resolution authorizing participation in the Tarrant County HOME Investment Partnership Program to assist citizens with homeowner rehabilitation in the amount of \$9,600.

#### RESOLUTION \_\_\_\_23

A RESOLUTION AUTHORIZING PARTICIPATION IN TARRANT COUNTY'S HOME INVESTMENT PARTNERSHIPS PROGRAM; AND AGREEING TO MEET ALL MATCH CONTRIBUTION REQUIREMENTS FOR THE EXPENDITURES UNDER THE TARRANT COUNTY HOME INVESTMENT PARTNERSHIP PROGRAM FOR PROGRAM YEAR 2023.

**WHEREAS**, the HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) and is intended to provide decent affordable housing to lower-income households; expand the capacity of nonprofit housing providers; strengthen the ability of state and local government to provide housing, and; leverage private-sector participation; and

**WHEREAS**, Tarrant County is a Participating Jurisdiction under the HOME Investment Partnerships Program in accordance with § 92.105; and

**WHEREAS,** the City of Burleson is a member of the Tarrant County Urban County Community Development/HOME Consortium and is eligible to participate in the HOME program; and

WHEREAS, the City of Burleson has requested \$32,000 in HOME funding to be expended on HOME eligible activities within the city's jurisdiction and has agreed to provide a 30% matching contribution for all HOME funds expended within the City of Burleson, in accordance with §92.218; §92.219; and §92.220.

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

I.

That the City is authorized to participate in Tarrant County's Home Investment Partnership program to assist low-income families make improvements to their homes.

II.

The City agrees to commit \$9,600 in matching contribution to affordable housing for all activities undertaken in our city through the HOME program.

, 2023.	ay of

Mayor, Chris Fletcher

Tarrant County HOME Resolution 2023

Attest:	(City Seal)
City Secretary, Amanda Campos	
configuration configuration configuration	
City Attorney	
City Tittorney	



#### **City Council Regular Meeting**

**DEPARTMENT: Legal** 

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

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount of \$308,000. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney/Director of Legal Services)

#### **SUMMARY:**

Allen Taylor is appointed by City Council to serve as the City Attorney and has represented the City since 1987. In this minute order, staff is seeking authorization to pay Mr. Taylor's law firm Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services rendered to the City during the next fiscal year. TOASE submits invoices to the City monthly for legal services provided to the City. The \$308,000 amount includes the budgeted and projected cost of TOASE legal services for the next fiscal year.

#### **OPTIONS:**

- 1) Approve the minute order
- Approve the minute order with changes
- 3) Deny the minute order

#### **RECOMMENDATION:**

None.

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

None.

#### **FISCAL IMPACT:**

Budgeted Y/N: Y

Amount: \$308,000

Account: 10111002-62040

#### **STAFF CONTACT:**

Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services mribitzki@burlesontx.com

817-426-9664



# City Attorney Legal Services Fees

City Council – October 2, 2023

Matt Ribitzki – Senior Deputy City Attorney/Director of Legal Services



# City Attorney Legal Services Fees

- Taylor, Olson, Adkins, Sralla, & Elam, LLP (TOASE) provides legal services to over 40 public agencies in the state and has over 250 years of combined experience practicing local governmental law
- Areas of practice include municipal law, employment, eminent domain, zoning and land use, economic development, real estate, delinquent tax collection and elections



# City Attorney Legal Services Fees

- Staff anticipates that TOASE legal services fees will be between \$280,000 and \$308,000 in FY23-24
- Staff seeks spending authorization to pay TOASE up to \$308,000 for legal services

# BURLESON TEXAS

# Questions?

**TOASE Legal Services Fees** 



#### **City Council Regular Meeting**

**DEPARTMENT:** Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's actions on the approval of a one-year services contract with the Burleson Area Chamber of Commerce. (Staff Contact: Alex Philips, Economic Development Director)

#### **SUMMARY:**

The City Council and the Burleson 4A Economic Development Corporation approved the contract on October 3, 2022.

The Burleson Area Chamber of Commerce (BACC) has a mission to be an advocate for their members and for business in Burleson. Part of their core activities include; quarterly luncheon meetings (including the State of the City and Economic Development Update), ribbon cuttings for new businesses, networking events, training and small business resources. The BACC desires to have a formal partnership with the City of Burleson and collaborate on shared objectives with Economic Development.

The BACC has proposed a services contract for formalize this partnership. The contract would primarily focus on two shared objectives; Business Retention and Tourism. The following outlines contract deliverables and fees:

#### **Business Retention**

- BACC will conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC will collaborate to compile list of businesses and data to gather.
- BACC will produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC will contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

#### **Tourism**

- BACC will conduct three (3) annual tourism based events in the City of Burleson.
   Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event titled Downtown Dine Out.
- Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

The total fee for these services is proposed to be \$50,000.

- Business retention: \$20,000 (this amount is a 4A expense)
- Tourism: \$30,000 (or, \$10,000/event) (this amount is a HOT/MOT expense)
  - o This fee will be in lieu of BACC's annual HOT/MOT grant awards

Should BACC not perform or breach the contract, they would not be eligible for any City funding for one year. Either party may terminate the contract with 30 days written notice.

#### Fiscal Year 2023 Recap

The Burleson Area Chamber of Commerce did meet all of the obligations outlined in the agreement.

#### **Business Retention**

- BACC conducted one hundred (100) meetings with local businesses to gather key business information.
- BACC produced four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC did utilize catering services for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

#### **Tourism**

- BACC conducted three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event mutually agreed upon with the EDC.
- BACC Golf Tournament was held at Hidden Creek Golf Course

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#### **OPTIONS:**

- 1) Approve as presented
- 2) Deny

#### **RECOMMENDATION:**

Approve

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

The City Council approved the contract on October 3, 2022.

#### **FISCAL IMPACT:**

Budgeted: Y

Fund Name: Business Retention / Community HOT/MOT Grant

Full Account #s: 2014201-66046 / 2104202-66077

Amount: \$50,000

#### **STAFF CONTACT:**

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



# **Chamber of Commerce Services Contract**



## **Burleson Area Chamber of Commerce**



#### Vision Statement

To be recognized as an effective resource, providing relevant, innovative, and impactful programming that ensures a healthy business climate and an enhanced quality of life for the entire Burleson area

#### Mission Statement

To be an advocate for our members and for business in Burleson. We are in Business for Business.

#### Core Values

Strengthen the local economy by providing events that bring in individuals from outside the Burleson Area

Promote the community by marketing Burleson as a destination for new businesses, active older adults and potential employees

Provide business to business networking opportunities by organizing and hosting Luncheons, Business After Hours and Special Events for our Chamber members

Build community-wide leadership by encouraging and developing a shared vision for the future of Burleson



# **BACC Current Activities**



# Activities

- Quarterly Luncheons
- Ribbon Cuttings
- Member Events (networking, training, etc.)
- Small Business Resources



# **Burleson Area Chamber of Commerce**

- Previous to last year the City and the Chamber did not have an agreement in place.
- The Chamber requested the agreement for services.
- The City worked with the Chamber to outline the services being split with EDC business retention meetings and Hot/Mot qualified tourism events.
- The agreement also outlined that the annual golf tournament be alternated and held at Hidden Creek every other year.
- The agreement is on a yearly basis and is approved each year with the City Council



- The Chamber is local and deepening the relationships with businesses is a benefit to the City as well.
- The business visits gives us more information about a business that may be looking to expand or obstacles that they are facing that we can assist with.



- The agreement extends the personal touch of business retention for the City.
- The tourism events outlined in the agreement gives us the confidence that they will be happening each year and can plan more efficiently for them and increase hotel stays.



# **Burleson Area Chamber of Commerce 2023 Recap**

#### **Business Retention**

- 100 business retention visits and surveys were completed. They were from all industries and size in the community.
  - 93.2% of businesses stated that their satisfaction level was above average of doing business in Burleson.
  - Over 50% of the employees live in Burleson.
  - Some of the top challenges were employee retention, cost of supplies, competition, area construction and parking.
  - 4 of the businesses surveyed are planning on expanding.



#### **Tourism**

- Honey Tour is back after a 3 year hiatus!
   The 22<sup>nd</sup> Annual ride was a huge success over the Memorial Day Holiday.
  - Over 800 riders from all over the State participated in the event as well as a rider from Las Vegas and Utah.
  - Advertising of the event happened all over the Sate through digital billboards, mailers and print advertisement.
  - The Chamber teamed up with the Parks Department to host the BTX Honey Tour Festival in conjunction of the ride.
- Full Circle Women's Conference
  - The Power of Heels welcomed women from all over the metroplex for the event.



## **BACC Contract Services**

#### **Business Retention**

Conduct 100 annual business retention meetings with businesses to gather key information

EDC to collaborate on questions and information to gather at meetings

Deliverables include: contact updates, business anniversaries, summary of business strength, key issues and growth plans

#### Tourism

Host three events a year that are focused on bringing people from outside Burleson as well as adding to the quality of life in the community

Burleson Honey Tour Bike Ride - Long running bike ride event continue in 2024

Power of Heels Full Circle Women's Conference 2024 - Full day event to inspire women professionally and personally

Downtown Dine-Out - New event featuring collaborative outdoor dinner

# **BACC Contract Terms**

\$50,000 - total contract price with annual renewal and Council approval each year

#### Business Retention

\$20,000 annually
Approx. 130 hours (~\$150/Hour)
This is a 4A expense

#### Tourism

\$10,000 per event (\$30,000 total)
In lieu of BACC HOT/MOT Grant
This is a HOT/MOT expense

#### Terms

Produce 4 quarterly reports within 30 days of the end of each quarter

Host annual BACC golf tournament at Hidden Creek Golf Course every other year

Utilize Burleson catering for State of the City and EDC Luncheons

#### Termination/Breach

Should BACC not perform, they would be ineligible for any City funding for one year

Either party may terminate with 30 days written notice





# **Board Action Requested**

Services Contract with the Burleson Area Chamber of Commerce for Small Business and Tourism Services in the amount of \$50,000







#### SERVICE CONTRACT

This SERVICE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF BURLESON (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas, the BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION (the "EDC") and BURLESON AREA CHAMBER OF COMMERCE ("Contractor").

#### WITNESETH:

WHEREAS, City, EDC and Contractor desire to enter into a contract by which Contractor will provide BUSINESS RETENTION AND TOURISM SERVICES

WHEREAS, City and EDC desire to compensate Contractor for Contractor's services as provided herein.

**NOW, THEREFORE,** City and EDC hereby engage the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

#### 1. SCOPE OF SERVICES.

#### 1.1. Business Retention

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

#### 1.2. Tourism

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and the Downtown Dine Out.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

#### 2. TERM.

The term of this Contract upon execution shall be active until September 30, 2024, and in the amount of \$50,000 over the term of the agreement.

#### 3. COMPENSATION.

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

#### 4. TERMINATION.

#### 4.1. Written Notice.

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

#### 4.2 Non-appropriation of Funds.

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

#### 4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

#### 4.4 Failure to Perform

In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one year.

#### 5. INDEMNIFICATION.

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS,

OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### 6. MISCELLANEOUS PROVISIONS.

- 6.1 Right to Audit. Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.
- operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of respondent superior shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.
- **6.3** Government Function Clause. All parties agree that this contract is one wherein the City is solely performing a governmental function.
- 6.4 Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

- 6.5 Non-Discrimination Covenant. Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.
- **6.6** Assignment and Subcontracting. Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.
- **6.7 Notice.** Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

To CONTRACTOR:

City of Burleson Attn: City Manager 141 W. Renfro St. Burleson, TX 76028 Burleson Area Chamber of Commerce

Attn: Executive Director 124 S. Main St. Ste. 228 Burleson, Texas 76028

- **6.8** Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.
- **6.9 No Waiver.** The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.
- **6.10** Governing Law and Venue. This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.
- **6.11** Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 6.12 Force Majeure. The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

- **6.13 Heading Not Controlling.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- **6.14 Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.
- **6.15** Amendment and Modification. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.
- 6.16 Entirety of Agreement. This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.
- 6.17 Signature Authority. The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.
- 6.18 No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.
- **6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.
- **6.20** Non-Exclusivity. Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.
- 6.21 No Third-Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.
- 6.22 Basic Safeguarding of Contractor Information Systems. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).
  - 6.23 Survivability. The terms of this Agreement, which by their nature one would reasonably

intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

- 6.24 Insurance: A. The vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:
- 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- 3. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

The remainder of this page is left intentionally blank

### SIGNATURE PAGE

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

CITY OF BURLESON:	BURLESON AREA CHAMBER OF COMMERCE
By: Tommy Ludwig, City Manager	By: Mellssa Miller, Executive Director
Date:	Date: 9/25/23
APPROVED AS TO FORM:	
By:	

# BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By:	
Name:	
Title: Boa	1 President
Date: Octob	r, 2023
STATE OF	TEXAS F
This	instrument was acknowledged before me on September, 2023, by known personally by me to be the Board President of the Burleson 4A
Economic I	evelopment Corporation, on behalf of said entity.
[Notary Sea	
	Notary Public, State of Texas

### Exhibit A

### **SCOPE OF SERVICES**

### **Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### **Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and the Downtown Dine Out.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

### **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.			CEI	OFFICE USE ONLY ERTIFICATION OF FILING		
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.  Burleson Area Chamber of Commerce			ertificate Number: 023-1075734 ate Filed:			
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				e Acknowledged:		
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provid 9/25/2023 Burleson Area Chamber event	ty or state agency to t ded under the contrac	rack or identify t.	the co	ontract, and pro	ovide a	
4	Name of Interested Party	City, State, Country (place of business)			Nature of interest (check applicable) Controlling Intermediary		
Ci	ty of Burleson	Burleson, TX Unit	ed States		Х		
		· ·					
				1			
		· /					
	*	3					
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION  Melissa Miller				i.		
	my name is	D. deser-	and my date of			<u> </u>	
	My address is 872 Valley Ridge Rd. (street)	Burleson (city)		X ate)	76028 (zip code)	_, Johnson . (country)	
	I declare under penalty of perjury that the foregoing is true and correct	t.					
	Executed inCounty	y, State of Texas	, on the _	25	day of Septemb		
				/	(month)	(year)	
	ignature of authorized agent of contracting business entity (Declarant)					,	



### **City Council Regular Meeting**

**DEPARTMENT:** Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: October 2, 2023

### **SUBJECT:**

Consider approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$50,000. (*Staff Presenter: Alex Philips, Economic Development Director*)

### **SUMMARY:**

The City Council and the Burleson 4A Economic Development Corporation approved the contract on October 3, 2022.

The Burleson Area Chamber of Commerce (BACC) has a mission to be an advocate for their members and for business in Burleson. Part of their core activities include; quarterly luncheon meetings (including the State of the City and Economic Development Update), ribbon cuttings for new businesses, networking events, training and small business resources. The BACC desires to have a formal partnership with the City of Burleson and collaborate on shared objectives with Economic Development.

The BACC has proposed a services contract for formalize this partnership. The contract would primarily focus on two shared objectives; Business Retention and Tourism. The following outlines contract deliverables and fees:

### **Business Retention**

- BACC will conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC will collaborate to compile list of businesses and data to gather.
- BACC will produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC will contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### **Tourism**

- BACC will conduct three (3) annual tourism based events in the City of Burleson.
   Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event titled Downtown Dine Out.
- Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

The total fee for these services is proposed to be \$50,000.

- Business retention: \$20,000 (this amount is a 4A expense)
- Tourism: \$30,000 (or, \$10,000/event) (this amount is a HOT/MOT expense)
  - o This fee will be in lieu of BACC's annual HOT/MOT grant awards

Should BACC not perform or breach the contract, they would not be eligible for any City funding for one year. Either party may terminate the contract with 30 days written notice.

### Fiscal Year 2023 Recap

The Burleson Area Chamber of Commerce did meet all of the obligations outlined in the agreement.

### **Business Retention**

- BACC conducted one hundred (100) meetings with local businesses to gather key business information.
- BACC produced four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC did utilize catering services for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### Tourism

- BACC conducted three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event mutually agreed upon with the EDC.
- BACC Golf Tournament was held at Hidden Creek Golf Course

  burlesontx.com | 817.426.9611 | 141 W Renfro Street, Burleson, Texas 76028

### **OPTIONS:**

- 1) Approve as presented
- 2) Deny

### **RECOMMENDATION:**

Approve as presented

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

The City Council approved the contract last year at the October 3, 2022 meeting.

### **FISCAL IMPACT:**

Budgeted: Y

Fund Name: Business Retention / Community HOT/MOT Grant

Full Account #s: 2014201-66046 / 2104202-66077

Amount: \$50,000

### **STAFF CONTACT:**

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



# **Chamber of Commerce Services Contract**



# **Burleson Area Chamber of Commerce**



### Vision Statement

To be recognized as an effective resource, providing relevant, innovative, and impactful programming that ensures a healthy business climate and an enhanced quality of life for the entire Burleson area

### Mission Statement

To be an advocate for our members and for business in Burleson. We are in Business for Business.

### Core Values

Strengthen the local economy by providing events that bring in individuals from outside the Burleson Area

Promote the community by marketing Burleson as a destination for new businesses, active older adults and potential employees

Provide business to business networking opportunities by organizing and hosting Luncheons, Business After Hours and Special Events for our Chamber members

Build community-wide leadership by encouraging and developing a shared vision for the future of Burleson



# **BACC Current Activities**



# Activities

- Quarterly Luncheons
- Ribbon Cuttings
- Member Events (networking, training, etc.)
- Small Business Resources



# **Burleson Area Chamber of Commerce**

- Previous to last year the City and the Chamber did not have an agreement in place.
- The Chamber requested the agreement for services.
- The City worked with the Chamber to outline the services being split with EDC business retention meetings and Hot/Mot qualified tourism events.
- The agreement also outlined that the annual golf tournament be alternated and held at Hidden Creek every other year.
- The agreement is on a yearly basis and is approved each year with the City Council



- The Chamber is local and deepening the relationships with businesses is a benefit to the City as well.
- The business visits gives us more information about a business that may be looking to expand or obstacles that they are facing that we can assist with.



- The agreement extends the personal touch of business retention for the City.
- The tourism events outlined in the agreement gives us the confidence that they will be happening each year and can plan more efficiently for them and increase hotel stays.



# **Burleson Area Chamber of Commerce 2023 Recap**

# **Business Retention**

- 100 business retention visits and surveys were completed. They were from all industries and size in the community.
  - 93.2% of businesses stated that their satisfaction level was above average of doing business in Burleson.
  - Over 50% of the employees live in Burleson.
  - Some of the top challenges were employee retention, cost of supplies, competition, area construction and parking.
  - 4 of the businesses surveyed are planning on expanding.



### **Tourism**

- Honey Tour is back after a 3 year hiatus!
   The 22<sup>nd</sup> Annual ride was a huge success over the Memorial Day Holiday.
  - Over 800 riders from all over the State participated in the event as well as a rider from Las Vegas and Utah.
  - Advertising of the event happened all over the Sate through digital billboards, mailers and print advertisement.
  - The Chamber teamed up with the Parks Department to host the BTX Honey Tour Festival in conjunction of the ride.
- Full Circle Women's Conference
  - The Power of Heels welcomed women from all over the metroplex for the event.



# **BACC Contract Services**

# **Business Retention**

Conduct 100 annual business retention meetings with businesses to gather key information

EDC to collaborate on questions and information to gather at meetings

Deliverables include: contact updates, business anniversaries, summary of business strength, key issues and growth plans

# Tourism

Host three events a year that are focused on bringing people from outside Burleson as well as adding to the quality of life in the community

Burleson Honey Tour Bike Ride - Long running bike ride event continue in 2024

Power of Heels Full Circle Women's Conference 2024 - Full day event to inspire women professionally and personally

Downtown Dine-Out - New event featuring collaborative outdoor dinner



# **BACC Contract Terms**

\$50,000 - total contract price with annual renewal and Council approval each year

### Business Retention

\$20,000 annually
Approx. 130 hours (~\$150/Hour)
This is a 4A expense

### Tourism

\$10,000 per event (\$30,000 total)
In lieu of BACC HOT/MOT Grant
This is a HOT/MOT expense

### Terms

Produce 4 quarterly reports within 30 days of the end of each quarter

Host annual BACC golf tournament at Hidden Creek Golf Course every other year

Utilize Burleson catering for State of the City and EDC Luncheons

# Termination/Breach

Should BACC not perform, they would be ineligible for any City funding for one year

Either party may terminate with 30 days written notice





# **Board Action Requested**

Services Contract with the Burleson Area Chamber of Commerce for Small Business and Tourism Services in the amount of \$50,000







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In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one year.

### 5. INDEMNIFICATION.

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS,

OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

### 6. MISCELLANEOUS PROVISIONS.

- 6.1 Right to Audit. Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.
- 6.2 Independent Contractor. It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of respondent superior shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.
- **6.3** Government Function Clause. All parties agree that this contract is one wherein the City is solely performing a governmental function.
- 6.4 Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

- 6.5 Non-Discrimination Covenant. Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.
- **6.6** Assignment and Subcontracting. Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.
- **6.7 Notice.** Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

To CONTRACTOR:

City of Burleson Attn: City Manager 141 W. Renfro St. Burleson, TX 76028 Burleson Area Chamber of Commerce

Attn: Executive Director 124 S. Main St. Ste. 228 Burleson, Texas 76028

- **6.8** Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.
- **6.9 No Waiver.** The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.
- **6.10** Governing Law and Venue. This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.
- **6.11** Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 6.12 Force Majeure. The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

- **6.13 Heading Not Controlling.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- **6.14 Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.
- **6.15** Amendment and Modification. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.
- 6.16 Entirety of Agreement. This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.
- 6.17 Signature Authority. The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.
- 6.18 No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.
- **6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.
- **6.20** Non-Exclusivity. Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.
- **6.21** No Third-Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.
- 6.22 Basic Safeguarding of Contractor Information Systems. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).
  - 6.23 Survivability. The terms of this Agreement, which by their nature one would reasonably

intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

- 6.24 Insurance: A. The vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City will require:
- 1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- 2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- 3. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

The remainder of this page is left intentionally blank

### SIGNATURE PAGE

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

CITY OF BURLESON:	BURLESON AREA CHAMBER OF COMMERCE
By: Tommy Ludwig, City Manager	By: Mellssa Miller, Executive Director
Tommy Eddwig, City Managor	•
Date:	Date: 9/25/23
APPROVED AS TO FORM:	
By:	

# BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By:
Name: Title: Board President
Date: October, 2023
STATE OF TEXAS COUNTY OF
This instrument was acknowledged before me on September, 2023, b, known personally by me to be the Board President of the Burleson 4.
Economic Development Corporation, on behalf of said entity.
[Notary Seal]
Notary Public, State of Texas

### Exhibit A

### **SCOPE OF SERVICES**

### **Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### **Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and the Downtown Dine Out.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

### **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

						1 of 1	
Complete Neg 1 2 2 F and Cifebras and Cifebr				OFFICE USE ONLY ENTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and country of the business entity's place of business.  Burleson Area Chamber of Commerce			ertificate Number: 023-1075734 ate Filed:			
2	Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				e Acknowledged:		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid 9/25/2023  Burleson Area Chamber event	ty or state agency to ed under the contrac	rack or identify t.	the co	ontract, and pro	vide a	
4	Name of Interested Party	City, State, Country (place of business)				Nature of interest (check applicable) Controlling Intermediary	
Ci	ty of Burleson	Burleson, TX Unit	ed States		Х		
	K .	1					
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION				G.		
	My name isMelissa Miller		and my date of	birth is			
	My address is 872 Valley Ridge Rd.	Burleson (city)		X, ate)	76028 (zip code)	Johnson (country)	
	I declare under penalty of perjury that the foregoing is true and correct		(30	,	(2.5 0000)	(ood/itty)	
Executed in							
					(month)	(year)	
		Signature of authori	zed agent of con (Declarant)	tracting	business entity	,	



### **City Council Regular Meeting**

**DEPARTMENT:** Public Works & Engineering

FROM: Errick Thompson, Director of Public Works and Engineering

MEETING: October 2, 2023

### **SUBJECT:**

Consider approval of a minute order for the appointment of Kevin North, Assistant Director of Public Works and Engineering, as voting member and Errick Thompson, Director of Public Works and Engineering, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2024. (Staff Contact: Eric Oscarson, Deputy City Manager)

### **SUMMARY:**

The City of Burleson receives all of its treated drinking water from the City of Fort Worth and sends all of its wastewater for treatment to the City of Fort Worth. The City entered into an agreement for drinking water service with the City of Fort Worth with a term from January 1, 2011 through September 30, 2031. The City entered into an agreement for wastewater service with the City of Fort Worth with a term from May 8, 2017 through September 30, 2037.

Article 15 of the water agreement and Article 23 of the wastewater agreement state the City of Burleson shall annually appoint a representative to be a voting member of the Wholesale Customer/Wastewater Advisory Committee of which the wholesale customers make up the membership.

The purpose of the committee appointment is to consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.

### **OPTIONS:**

- Approve of a minute order for the annual appointment of Kevin North, Assistant Director of Public Works and Engineering, as voting member and Errick Thompson, Director of Public Works and Engineering, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2024.
- Approve different people for annual appointment of voting member and alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2024.

### **RECOMMENDATION:**

Approve of a minute order for the annual appointment of Kevin North, Assistant Director of Public Works and Engineering, as voting member and Errick Thompson, Director of Public Works and Engineering, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2024.

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

### **FISCAL IMPACT:**

None

### **STAFF CONTACT:**

Name: Errick Thompson

Title: Director of Public Works and Engineering

ethompson@burlesontx.com

817-426-9837

# CITY OF FORT WORTH'S WHOLESALE WATER & WASTEWATER CUSTOMER ADVISORY COMMITTEE APPOINTMENT

FY 2024



# **BACKGROUND**

- CITY OF BURLESON HAS AGREEMENTS WITH THE CITY OF FORT WORTH FOR DRINKING WATER SERVICES AND WASTEWATER TREATMENT
  - Water Agreement Jan 1, 2011 through Sept 30, 2031
  - Wastewater Agreement May 8, 2017 through Sept 30, 2037
- THE AGREEMENTS REQUIRE ANNUAL APPOINTMENT OF MEMBERSHIP TO THE WATER AND WASTEWATER WHOLESALE CUSTOMER ADVISORY COMMITTEE
  - Voting Member
  - Alternate Member
- WHOLESALE CUSTOMERS (SUCH AS BURLESON) COMPRISE THE MEMBERSHIP OF THE ADVISORY COMMITTEE
- PURPOSE OF THE COMMITTEE APPOINTMENT
  - Purpose of the committee is to consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.



# RECOMMENDATION

# STAFF'S RECOMMENDATION FOR FISCAL YEAR 2024 APPOINTMENT

- Voting Member Kevin North, Assistant Director of Public Works and Engineering
- Alternate Member Errick Thompson, Director of Public Works and Engineering



# **OPTIONS**



APPROVE A RESOLUTION FOR THE APPOINTMENT OF KEVIN NORTH, ASSISTANT DIRECTOR OF PUBLIC WORKS AND ENGINEERING, AS VOTING MEMBER AND ERRICK THOMPSON, DIRECTOR OF PUBLIC WORKS AND ENGINEERING, AS ALTERNATE MEMBER OF THE WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE FOR FISCAL YEAR



APPROVE DIFFERENT PEOPLE AS
VOTING MEMBER AND
ALTERNATE MEMBER OF THE
WHOLESALE WATER AND
WASTEWATER CUSTOMER
ADVISORY COMMITTEE FOR
FISCAL YEAR 2024.



### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS APPOINTING KEVIN NORTH AS THE VOTING MEMBER AND ERRICK THOMPSON AS THE ALTERNATE MEMBER TO REPRESENT THE CITY OF BURLESON ON THE WHOLESALE WATER AND WASTEWATER CUSTOMER ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Burleson, Texas ("City"), is allowed to appoint individuals to the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee pursuant to the terms of the wholesale contract for serves; and

**WHEREAS,** the City Council desires to appoint to the Wholesale Water and Wastewater Customer Advisory Committee to represent the City Kevin North, Assistant Director of Public Works and Engineering, as Voting Member and Errick Thompson, Director of Public Works and Engineering, as Alternate Member.

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

### **SECTION 1**

The City of Burleson hereby appoints to the Wholesale Water and Wastewater Customer Advisory Committee to represent the City Kevin North, Assistant Director of Public Works and Engineering, as Voting Member and Errick Thompson, Director of Public Works and Engineering, as Alternate Member for the term of the Fiscal Year beginning October 1, 2023, through September 30, 2024. The Mayor is hereby authorized to sign and execute the City of Fort Worth's appointment form, substantially in the form attached as Exhibit "A", designating the City's representatives as Kevin North as Voting Member and Errick Thompson, as Alternate Member of the Wholesale Water and Wastewater Customer Advisory Committee.

### **SECTION 2**

This resolution shall become effecti	ve immediately upon its passage.	
PASSED, APPROVED, And the City Council of the City of Burl	ND SO RESOLVED, this theday ofeson, Texas.	, 20, by
	Chris Fletcher, Mayor City of Burleson, Texas	
ATTEST:	APPROVED AS TO FORM:	
Amanda Campos, City Secretary	E. Allen Taylor, Jr., City Attorney	



# **APPOINTMENT FORM**Wholesale Water and Wastewater Customer Advisory Committee

<b>DATE</b> : 10/2/2023		
WHOLESALE CUSTOMER: City of	of Burleson	
Check all that apply:	ater !	■ Wastewater
under the terms of the Wholesale Con	tract for Services as em Advisory Comm	by the CUSTOMER's GOVERNING BODY, the VOTING MEMBER and ALTERNATE nittee. The term is for the Fiscal Year beginning
<b>Voting Member:</b>	i	Alternate Member
Kevin North	!	Errick Thompson
Name		Name
Assistant Director of Public Works		Director of Public Works
Title (817)426-9839		Title (817)426-9610
Office Phone		Office Phone
(817)897-3587		(214)437-3387
Cell Phone		Cell Phone
knorth@burlesontx.com		ethompson@burlesontx.com
Email Address	J	Email Address
Mailing Address:	I	Mailing Address:
725 SE John Jones Drive		725 SE John Jones Drive
Burleson, Texas 76028		Burleson, Texas 76028
	<u> </u>	
		Official Seal
Signature of Mayor/Board President		
Please complete and return as soon a possible, but no later than October 31 to:		

WaterWholesale@fortworthtexas.gov

or
City of Fort Worth
Water Customer Service/Wholesale
P. O. Box 870
Fort Worth, Texas 76101





#### **City Council Regular Meeting**

**DEPARTMENT:** Public Works & Engineering

FROM: Errick Thompson, P.E., Director of Public Works & Engineering

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a minute order establishing public hearings on November 13, 2023, to consider approvals of ordinances amending the Water and Wastewater Impact Fee Ordinance (CSO# 977-02-2019) and Roadway Impact Fee Ordinance (CSO# 1479-08-2020). (Staff Contact: Errick Thompson, Public Works & Engineering Director)

#### **SUMMARY:**

According to Chapter 395 of the Texas Local Government Code, "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. outlines the process by which impact fees may be revised. The City of Burleson first adopted impact fees for water and wastewater infrastructure in 2005 and for roadway infrastructure in 2017.

City Council appointed eight members to the Capital Improvements Program Advisory Committee in March, 2023. The committee has developed recommendations to the City Council for revising the current fees. These public hearings are a required step in the processes outlined in state law.

#### **OPTIONS:**

- 1) Approve a minute order establishing public hearings on November 13, 2023 to consider approvals of ordinances amending the Water and Wastewater Impact Fee Ordinance (CSO# 977-02-2019) and Roadway Impact Fee Ordinance (CSO# 1479-08-2020).
- 2) Deny a minute order establishing public hearings on November 13, 2023 to consider approvals of ordinances amending the Water and Wastewater Impact Fee Ordinance (CSO#977-02-2019) and Roadway Impact Fee Ordinance (CSO# 1479-08-2020).

#### **RECOMMENDATION:**

Approve a minute order establishing public hearings on November 13, 2023 to consider approvals of ordinances amending the Water and Wastewater Impact Fee Ordinance (CSO# 977-02-2019) and Roadway Impact Fee Ordinance (CSO# 1479-08-2020).

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

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

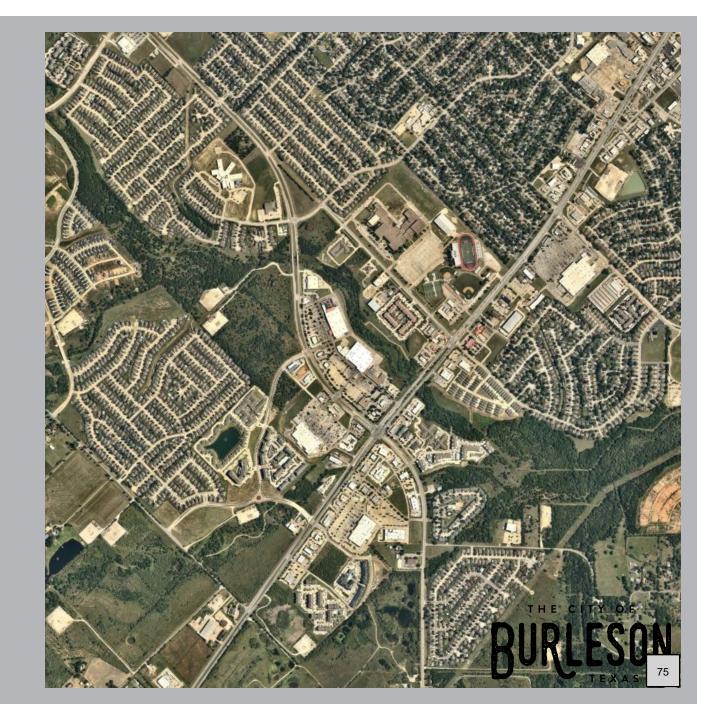
Representatives of the development community received an overview of the CIPAC recommendations at a Developers Roundatable meeting held August 17, 2023.

#### **STAFF CONTACT:**

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

# IMPACT FEES

City Council October 2, 2023



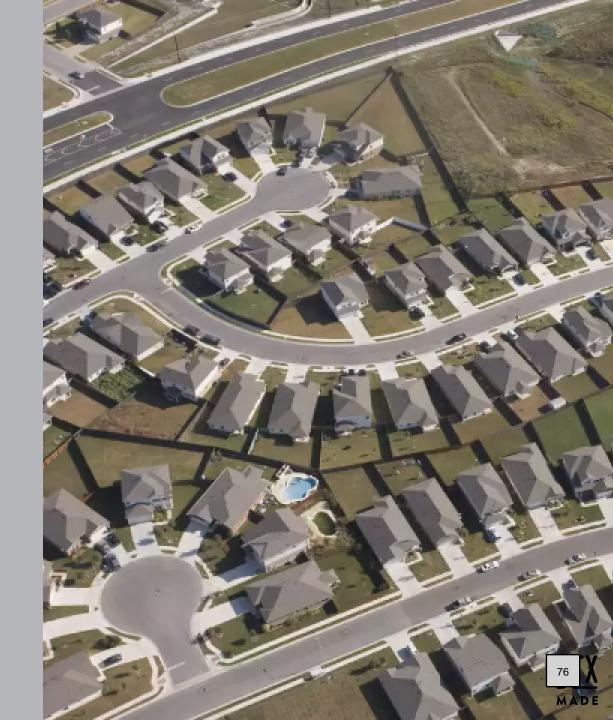
## REGULATORY

#### IMPACT FEE

Charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding and recouping the costs of infrastructure attributable to new development

# CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE

- To establish or update impact fees, a municipality must adopt order, ordinance or resolution establishing a public hearing date to consider land use assumptions and capital improvement plan
- Proper notice of the hearing must be given at least 31 days in advance of the hearing
- Requires land use, capital improvements plan and time assumptions to be made public



# CAPITAL IMPROVEMENTS PROGRAM ADVISORY COMMITTEE

### Purpose

### HIGHLY TECHNICAL COMMITTEE - UNDERSTANDING OF REGULATIONS IS CRITICAL

- Advise and assist in adopting land use assumptions
- Review capital improvements plan and file written comments
- Monitor and evaluate implementation of the capital improvements plans
- Advise on updates to the impact fees imposed on new development
- File semi-annual reports

SERVES IN AN ADVISORY CAPACITY TO THE CITY COUNCIL





# CAPITAL IMPROVEMENTS PROGRAM ADVISORY COMMITTEE

# COMMITTEE IS MADE UP OF 9 MEMBERS

8 MEMBERS APPOINTED BY CITY COUNCIL ON MARCH 20, 2023

9th member appointed September 5, 2023

# COMMITTEE MET FIVE TIMES TO REVIEW AND DISCUSS IMPACT FEES

- Land Use / Comprehensive Plan
- Masterplans
- Impact fee discussion and recommendations





### HISTORY

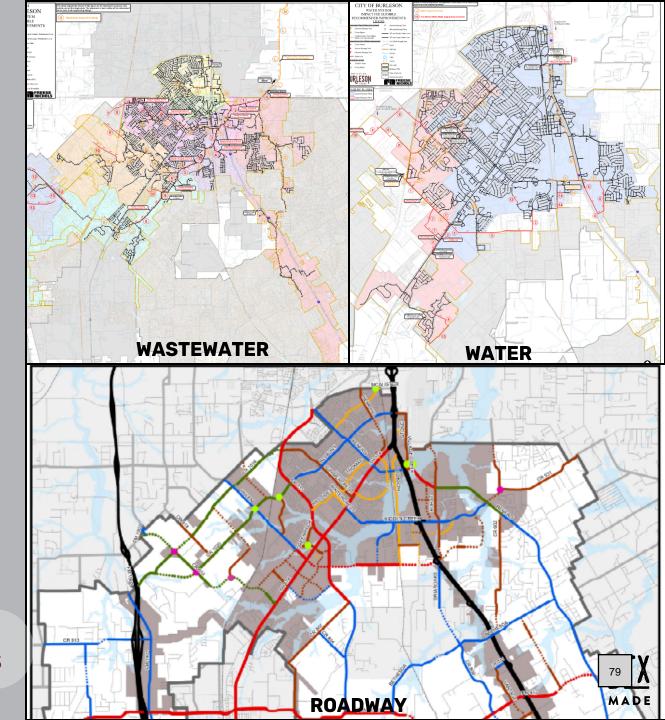
# WATER / WASTEWATER IMPACT FEES ADOPTED IN NOVEMBER 2005

Revised six times between 2010 and 2019

# ROADWAY IMPACT FEES ADOPTION IN MARCH 2017

No updates since initial adoption

PUBLIC HEARINGS ARE REQUIRED FOR POTENTIAL ACTION BY THE CITY COUNCIL TO UPDATE IMPACT FEES



## **OPTIONS**

#### RECOMMENDED



Approve a minute order establishing public hearings on November 13, 2023, to consider approvals of ordinances amending the Water and Wastewater Impact Fee Ordinance (CSO# 977-02-2019) and Roadway Impact

Fee Ordinance (CSO# 1479-08-2020)

**APPROVE** 



DENY

Deny a minute order establishing public hearings on November 13, 2023, to consider approvals of ordinances amending the Water and Wastewater Impact Fee Ordinance (CSO# 977-02-2019) and Roadway Impact Fee Ordinance (CSO# 1479-08-2020)







#### **City Council Regular Meeting**

**DEPARTMENT:** Development Services

FROM: Lisa Duello, Assistant Director – Development Services

MEETING: October 2, 2023

#### SUBJECT:

Consider approval of an ordinance amending Article VIII "International Property Maintenance Code" of Chapter 10 "Buildings and Building Regulations" of the City of Burleson Code of Ordinances by adopting the 2021 Edition of the of the International Property Maintenance Code and providing for modifications of the code to incorporate local amendments. (Final Reading) (Staff Presenter: Lisa Duello, Assistant Director - Development Services)

#### **SUMMARY:**

The First Reading of this item was approved by a unanimous vote at the September 18, 2023 City Council meeting.

Staff is recommending updating the 2015 version of the International Property Maintenance Code (IPMC) to the most current 2021 version. The 2015 edition of the IPMC was adopted by the City in 2017. Staff has compared the 2015 IPMC to the 2021 edition and believes that there are minor differences between the two and it would be advantageous to adopt the 2021 version of the IPMC.

An overview of the proposed update version of the IPMC was presented at the Developer's Roundtable meeting on August 17, 2023. Staff also emailed the presentation and proposed changes to all multi-family complexes in the city and major rental owners. No objections to proposed changes have made thus far.

The IPMC is part of the I-Codes which are published by the International Code Council. The I-Codes are revised through the governmental consensus process and published in a three-year code cycle. With the continued increase in population and overall growth of the City, it is imperative the mature housing stock in maintained. Adoption of the 2021 IPMC will keep the city current with industry standards, recent studies an, new technologies and materials.

The IPMC is a model code that regulates the continued use and minimum maintenance of plumbing, mechanical, electrical and fire protection systems in existing residential and non-residential structures. This code does not require involuntary upgrading to existing structures. For example, a residential contacted staff and thought this code would require the stairs in his older home to be upgraded to meet the current code. This is not true. This code requires homeowners to maintain their existing conditions. The majority of the IPMC violations that staff addresses is outside weather proofing of a structure and water damage.

The key components of 2021 IPMC version are the following:

- <u>New Definition</u> Emergency Escape and Rescue Opening An operable exterior window, door, or other similar device that provide for a means of escape and access for rescue in the event of an emergency.
- <u>Section 602 Heating Facilities</u> The installation of one or more portable space heaters shall not be used to achieve compliance with this section for requirement of maintaining room temperature at 68 Fahrenheit.
- Must provide a means for an Appeal.

The recommended local amendments include deletion of certain section of the 2021 IPMC that are already addressed comprehensively in the City of Burleson's Code Ordinances.

- Section 108 Boards of Appeals is recommended for deletion because Chapter 10, Division 3 of the Code of Ordinance already allows for an Appeals process through the Building Code and Standards Board.
- Section 111 Unsafe Structures and Equipment and Section 113 Demolition are recommended for deletion because Chapter 10, Article XIII- Dangerous and Substandard Buildings of the Code of Ordinance already addresses unsafe structures and demolition thoroughly.
- Section 202 Inoperable Vehicle Definition is recommended for deletion as the meaning conflicts with Chapter 34 of the Code of Ordinances. .

2021 IPMC	Chapter 34 Code of Ordinance
Inoperable Motor Vehicle definition	Inoperable vehicle definition
A vehicle that cannot be driven upon the public street for reasons including but not limited to being <u>unlicensed</u> , wrecked, abandoned, in a state of disrepair, or incapable if being moved under its own power.	Incapable of being propelled on its own power due to dismantling, disrepair, or some other cause.

 Section 302.8 Motor Vehicles is recommended for deletion as this section conflicts with Chapter 34 of the Code Ordinances with the exception of painting a vehicle in paint booth.

2021 IPMC	Chapter 34 Code of Ordinance
Section 302.8 Motor Vehicle	Section34-31 Specific nuisances
Except as provided for in other regulations, inoperative or unlicensed	(15) The parking, storing or standing of inoperable vehicle.
motor vehicles shall not be parked,	moperable vernole.

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kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicle is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area design and approved for such services.

#### Exception:

- a. Each single family or tow- family residence may park, store, or stand not more than one inoperable vehicle provided the vehicle is screened from view in all directions by a permanent screening fence of masonry and/or wood of redwood, cedar, or other wood material that is approved for outdoor application, not less than six feet in height.
- b. Each single- family or two-family resident is permitted to park, store or stand the one inoperable vehicle reference in subsection (a) in public view while the vehicle is awaiting repair or in the process of being repaired for a period not to exceed 15 days.
- Section 303 Swimming Pools, Spas and Hot Tubs is recommended for deletion because this already is addressed in Chapter 10, Article XI - Swimming Pools of the Code of Ordinances.

#### **OPTIONS:**

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

#### **RECOMMENDATION:**

Approve the ordinance as presented

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

- The First Reading of this item was approved by a unanimous vote at the September 18, 2023 City Council meeting.
- An overview of the proposed update version of the IPMC was presented at the Developer's Roundtable meeting on August 17, 2023. Staff also emailed the presentation and proposed changes to all multi-family complexes in the city and major rental owners. No objections to proposed changes have made thus far.

#### FISCAL IMPACT:

N/A

#### **STAFF CONTACT:**

Lisa Duello

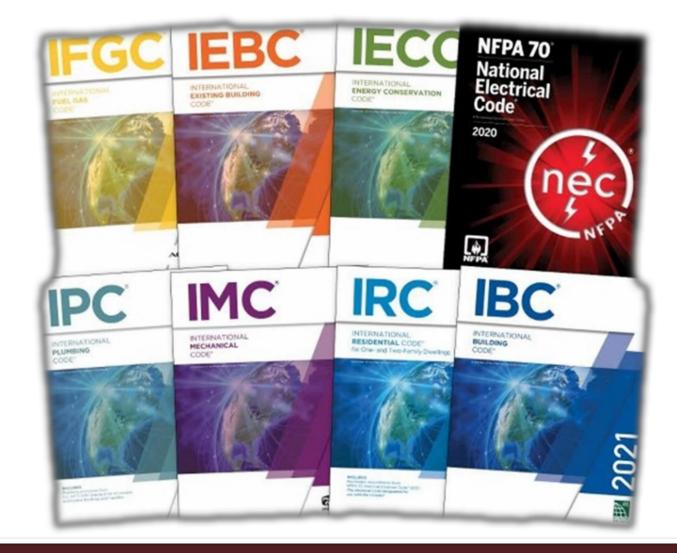
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Assistant Director – Development Services <a href="mailto:lduello@burlesontx.com">lduello@burlesontx.com</a> 817-426-9841



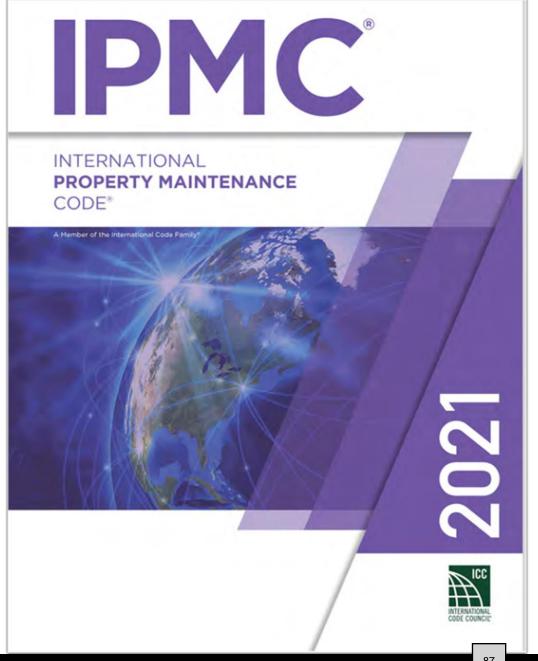
# City of Burleson International Property Maintenance Code (IPMC), Building Codes and Fire Code Updates

- The City of Burleson routinely reviews, evaluates and adopts updated property maintenance, building and fire codes.
- As part of our review process, city staff provides code updates to the development and construction community as well as various property maintenance groups.
- The City conducted a stakeholders meeting on August 17<sup>th</sup> to discuss the code updates with developers, builders, contractors and property maintenance companies to receive feedback.





Update International Property Maintenance Code (IPMC) to 2021 Edition



## Purpose of the IPMC



The IPMC is a model code that regulates minimum maintenance requirements for existing buildings in the interest of the social and economic welfare of the community.

- Establishes minimum maintenance standards for the following:
  - Structural integrity
  - Equipment
  - Light
  - Ventilation
  - Heating
  - Plumbing
  - Sanitation
  - Fire Safety
  - Occupancy



## The IPMC



# The IPMC provides common-sense minimum standards for a safe and healthy home or business.

#### Examples

- Requires working plumbing, no leaks
- Structural members of buildings must be free of deterioration
- No peeling or rotting wood
- Appliances must operate
- No broken windows
- No roof leaks
- Doors properly close and lock
- Handrails and stairs are stable









## **IPMC Examples**

Requires all exterior doors, door assemblies and hardware to be maintained in good condition.



**Before** 



After

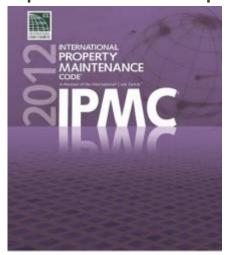


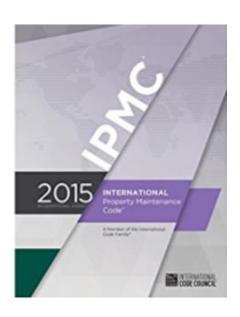


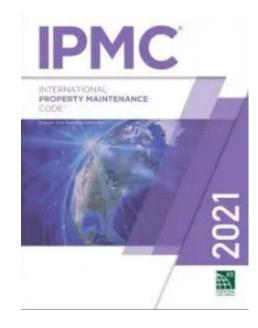
# Background

## International Code Council (ICC) updates Codes every 3 years

- •Burleson adopted the 2009 Edition of IPMC in 2012
- •Burleson adopted the 2015 Edition of IPMC 2017
- •2021 Edition of IPMC is being proposed for adoption









# Background

#### NCTCO

#### **Current Regional Amendments**

Recommended Codes and Regional Amendments	Download Format
2021 International Building Code - Regional Amendments	[PDF] [Word]
2021 International Existing Building Code - Regional Amendments	[PDF] [Word]
2021 International Residential Code - Regional Amendments	[PDF] [Word]
2021 International Swimming Pool and Spa Code - Regional Amendments	[PDF] [Word]
2021 International Plumbing Code - Regional Amendments	[PDF] [Word]
2021 International Mechanical Code - Regional Amendments	[PDF] [Word]
2021 International Fuel Gas Code - Regional Amendments	[PDF] [Word]
2021 International Energy Conservation Code - Regional Amendments	[PDF] [Word]
2021 International Fire Code - Regional Amendments	[PDF] [Word]
2018 International Wildland Urban Interface Code Opinion Statement	[PDF] [Word]



Recommended Amendments to the 2021

International Existing Building Code

North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the 2021 International Existing Building Code are hereby amended as follows: Standard type is text from the IEBC. Underlined type is text inserted. Lined through type is deleted text from IEBC. A double asterisk (\*\*) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (\*\*\*) identifies a new or revised amendment with the 2021

\*\*Section 1301.3.2; change to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code. and International Property Maintenance Code.

(Reason: NCTCOG does not currently recommend, nor review the IPMC for recommended amendments at this time.)

City	Current Edition of IPMC	Adoption Date	Expected Update	
Allen	No ICC IPMC - City Code	N/A	N/A	
Arlington	No ICC IPMC - City Code	N/A	N/A	
Bedford	No ICC IPMC - City Code	N/A	N/A	
Benbrook	2018	7/15/2021	unknown	
Carrollton	No ICC IPMC - City Code	N/A	N/A	
Cedar Hill	No ICC IPMC - City Code	N/A	N/A	
Cleburne	2015	11/27/2018	unknown	
Coppell	2015	4/11/2017	unknown	
Denton	No ICC IPMC - City Code	N/A	N/A	
Euless	2021	10/11/2022	N/A	
Ft. Worth	No ICC IPMC - City Code	N/A	N/A	
Frisco	2021	11/15/2022	N/A	
Grand Prairie	2021	12/14/2021	N/A	
McKinney	2018	1/7/2020	unknown	
Mesquite	2018	5/2/2022	unknown	
North Richland Hills	No ICC IPMC - City Code	N/A	N/A	
Plano	2018	11/26/2018	unknown	
Southlake	2021	4/5/2022	N/A	
BURLESON	2015	1/3/2017	2023	

# Code Compliance



## 2021 IPMC Changes

### 1 New Definition

Emergency Escape and Rescue Opening - An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.



# Section 602 - Heating Facilities

The installation of one or more portable space heaters shall not be used to achieve compliance with this section. (maintain room temperature 68 F)



### Provide a Means for an Appeal





## **Proposed City Amendments**



#### 5. Delete definition of Inoperable Motor Vehicles

Conflicts with current definition in Chapter 34 of the Code of Ordinance



6. Amend Section for Motor Vehicles - Conflicts with Chapter 34 relative to repairing a vehicle on residential property

Keep IPMC language relative to painting vehicle on residential property because City code does not address this nuisance specifically



#### 7. Delete Section on Swimming Pools and Spas

Swimming pools and spas code already exist in Chapter 10 of Code of Ordinances.

## Comparison



#### IPMC - Conflict- recommend to Delete

Section 202 - General Definitions

**Inoperable Motor Vehicle Definition** 

A vehicle that cannot be driven upon the public street for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

## BURLESON Code of Ordinance

#### **Inoperable Vehicle Definition**

Incapable of being propelled on its own power due to dismantling, disrepair, or some other cause.



## Comparison



# IPMC – Conflict – Recommend to Delete a large portion of this section

Section 302. 8 - Motor Vehicles

Except as provided for in other regulations, inoperative or unlicensed motor vehicle shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being striped or dismantles. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such services.

# BURLESON

#### **Code of Ordinance**

#### Section 34-31 Specific nuisances

(15) The parking, storing, or standing of an inoperable vehicle.

#### Exception:

**a.** Each single-family or two-family residence may park, store, or stand not more than one inoperable vehicle provided the vehicle is screened from view in all directions by a permanent screening fence of masonry and/or wood of redwood, cedar, or other wood material that is approved for outdoor application, not less than six feet in height.

**b.** Each single-family or two-family residence is permitted to park, store, or stand the one inoperable vehicle referenced in subsection (a) in public view while that vehicle is awaiting repair or in the process of being repaired for a period not to exceed 15 days.

# IPMC

PROPERTY MAINTENANCE CODE\*





# OPTIONS





Approve Ordinance as presented



Approve the ordinance with modifications



Deny the ordinance



## **Building Permits and Inspections**

## **Building Codes Update**

The City of Burleson has adopted model codes from the International Code Council (ICC), with local amendments, as the construction codes for the City since adopting the 2000 editions on December 27, 2001. Every three years these changes are codified and published for local adoption. The 2021 edition of ICC codes are the latest published version offered for adoption.

Construction codes change with the development of new products, material, construction methods, technology and as a result of evaluation of natural and manomade disasters. Adoption of the current codes has a positive impact on the City's ISO rating.

The City of Burleson local amendments are based on the amendments recommended for regional adoption by the North Central Texas Council of Governments and our local practices. The proposed local amendments are formulated with consideration of feedback from the building community.

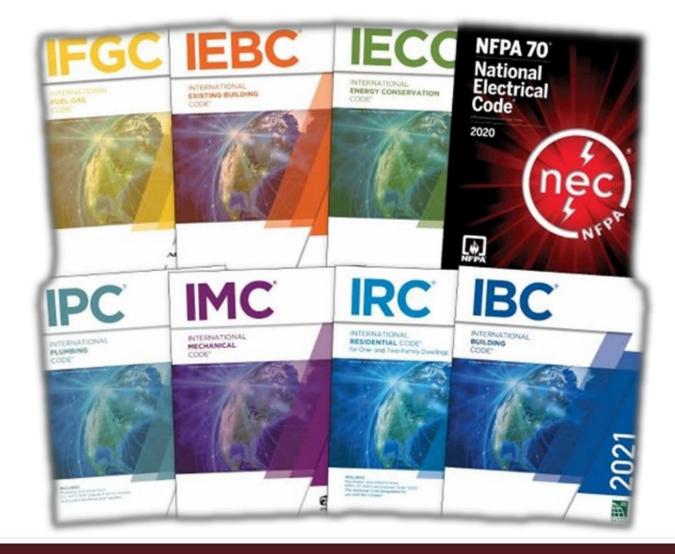
The construction code ordinances will have an effective date of November 2, 2023. Any application submitted prior to that date may conform to the current adopted codes or the proposed updated codes.



North Central Texas

Council of Governments

- Codes are updated every 3 years by the International Code Council (ICC)
- Burleson last updated its building codes to the 2015 edition on March 3, 2019
- The adopted codes apply to construction in all new and existing residential and non-residential properties in the City
- Adopting updated building codes ensures the health, safety, and welfare and resource conservation of the buildings in the City



- On February 23, 2023 a notice and draft copy was sent out to the members of the Building Codes and Standards Board, but was unable to field a quorum due to member vacancies. Additionally, staff provided this information to active home builders, contractors, and the Burleson Independent School District notifying them of the intent to update the adopted building codes.
- Staff received questions from a home builder that wanted to know if we would be providing a list of changes from the current adopted codes to the new codes. Staff also met with a Building Codes and Standards Board member to go over the proposed amendments and answer their questions.
- Staff sent out another notice on July 31, 2023 regarding the building code update and an invitation to attend a roundtable meeting on August 17, 2023. The meeting invitation was sent out to 85 recipients from the building community. Staff received notice from 15 recipients that they would attend the meeting and 8 attendees were present during the meeting, including the Mayor and Mayor Pro-Tem.
- During the meeting staff presented the proposed amendments to the new codes and a list of changes
  related to residential construction. The attendees were given an opportunity to ask questions regarding
  the proposed changes with none being asked.

# **Building Codes & ISO**

- Insurance Services Office, Inc (ISO) is responsible for evaluating all jurisdictions that have a building code
  enforcement department. The ISO uses the Building Code Effectiveness Grading Schedule (BCEGS) to recognize the
  building codes in effect in the jurisdiction and how your community enforces its building codes.
- The concept of the BCEGS is; municipalities with well-enforced, up-to-date codes should demonstrate better loss experience, and insurance rates can reflect that.
- Burleson's last evaluation March 25, 2019
- BCEGS Evaluation Result: Class 5 for 1 & 2 Family Dwellings and Class 4 for all other construction. The average class rating in the State of Texas is a 6 for both 1 & 2 Family Dwellings and all other construction.
- Code adoption and enforcement account for 54% of the grading used to determine the city's classification. Plan review and field inspection each contribute 23% for the remaining determination.

# **Adopted Building Codes**

City	Current Code	Adoption Date	Expected Code Update
Grapevine	2006 *	July 17, 2007	
Coppell	2015	May 11, 2017	Adopting the 2024 upon release
Bedford	2018		Reviewing 2021 codes for early 2023 adoption
Benbrook	2018	January 3, 2019	Adopting 2021 codes in Spring 2023.
Cedar Hill	2018		
Haltom City	2018	October 12, 2020	
Lewisville	2018		
Mansfield	2018	August 1, 2019	Waiting for 2024 edition of codes
Mesquite	2018	September 7, 2021	
North Richland Hills	2018	September 23, 2019	
Allen	2021	June 14, 2022	
Arlington	2021	January 1, 2023	
Carrollton	2021	February 1, 2022	
Cleburne	2021	October 25, 2022	
Denton	2021	June 1, 2022	
Euless	2021	October 11, 2022	
Frisco	2021	January 1, 2023	
Ft Worth	2021	March 8, 2022	
Grand Prairie	2021	December 14, 2021	
Hurst	2021	October 1, 2022	
Irving	2021	February 13, 2023	
McKinney	2021	January 1, 2023	
Plano	2021	February 1, 2022	
Southlake	2021	May 1, 2022	
Burleson	2015	March 4, 2019	Adopting 2021 codes 2023

1 city is under the 2006 edition with the exception of the 2018 energy code and the 2018 swimming pool and spa code

1 of the cities are currently under the 2015 edition of the codes; which intend on adopting the 2024 edition when they are published.

8 of the cities are currently under the 2018 edition of the codes; 1 of which verified they are adopting the 2021 edition in 2023; 1 of the cities will skip the 2021 edition and move to the 2024 edition

14 of the cities are currently under the 2021 edition of the codes

## SIGNIFICANT ICC & NEC CODE CHANGES

- 1. 2020 NEC 230.85 Emergency Disconnect
  - WHAT IT IS: Exterior electrical disconnect now required for all residential dwelling units.
    - ➤ BENEFIT: Aids first responders by allowing them access to a disconnect outside of the house in case of a fire or disaster.



## SIGNIFICANT ICC & NEC CODE CHANGES

## 2. 2020 NEC - 230.67 - Master Surge protection

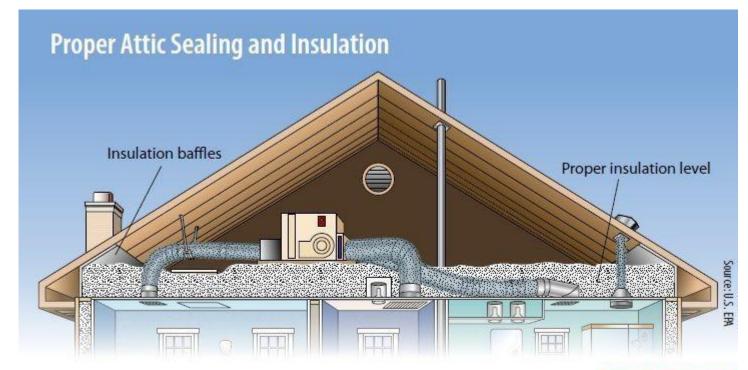
- WHAT IT IS: Surge protection device now required on main service supplying dwelling units.
- ➤ BENEFIT: Protects electronics throughout the building, from appliances to detection devices (smoke and carbon monoxide).
- As devices become more connected and electrified, whole-home surge protection is needed to prevent overloading of electrical systems



## SIGNIFICANT ICC & NEC CODE CHANGES

### 4. 2021 IRC- R402.1.3 – Increase in attic insulation from R-38 to R-49

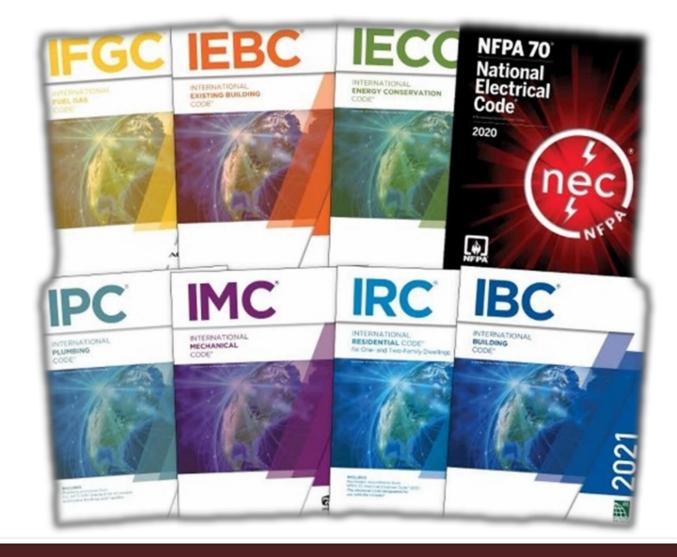
- R stands for "resistance" factor and measures the ability of insulation to resist heat transfer.
- Achieving an R-49 value typically requires 16"-18" inches of insulation (compared to 13"-14" for R-38)
- ➤ BENEFIT: Builds on the 2015 and 2018 ICC Energy Code by increasing the radiant efficiency of attic spaces, reducing demand on HVAC in summer and winter months.



To learn how to Seal and Insulate with ENERGY STAR please visit www.energystar.gov/sealandinsulate.



 If approved, the updated building codes will go into effect on November 2, 2023





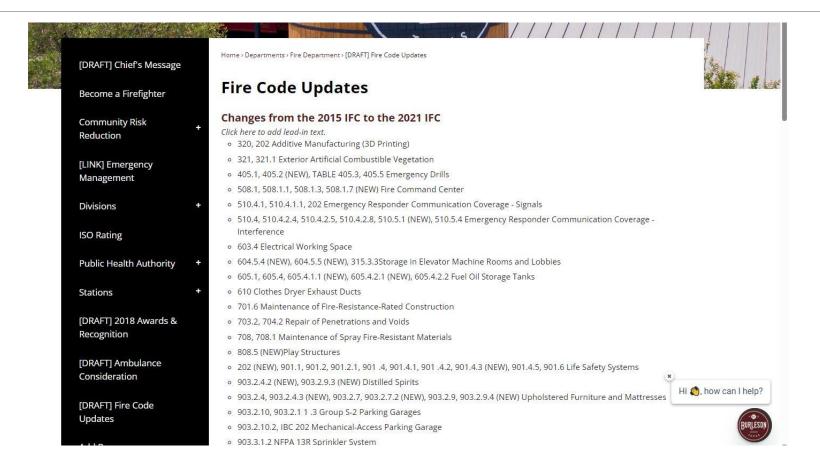
# Fire Code Updates

IFC2021

# Transitioning from the 2015 International Fire Code to the 2021 International Fire Code

- Burleson Fire / EMS held a town hall meeting on 8/17/23 with members of the development community to discuss the transition to the 2021 Fire Code.
- Significant changes were discussed and feedback was received.
- An information page was added to the fire department website listing all code changes from the 2015 IFC to the 2021 IFC.

# Transitioning from the 2015 International Fire Code to the 2021 International Fire Code



9/22/2023

## Fire Code Significant Changes

Where required by the fire code official or the site safety plan established in accordance with Section 3303.1, a fire watch shall be provided for building demolition and for construction.

A fire watch shall be provided during nonworking hours for new construction that exceeds

- 1. 40 feet in height above the lowest adjacent grade at any point along the building perimeter,
- 2. For new multistory construction with an aggregate area exceeding 50,000 square feet per story or
- 3. As required by the fire code official.

Primary duty of fire watch personnel shall be to perform constant patrols and watch for the occurrence of fire. The combination of fire watch duties and site security duties is acceptable.

Personnel shall be trained to serve as an on-site fire watch. Training shall include the use of portable fire extinguishers

Fire watch personnel shall be provided with no less than one approved means for notifying the fire department.

The fire watch shall include areas specified by the site safety plan.

Fire watch personnel shall keep a record of all time periods of duty, including the log entry for each time the site was patrolled and each time a structure was entered and inspected. Records shall be made available for review by the fire code official upon request.

## **COUNCIL OPTIONS**

### **Council Options**

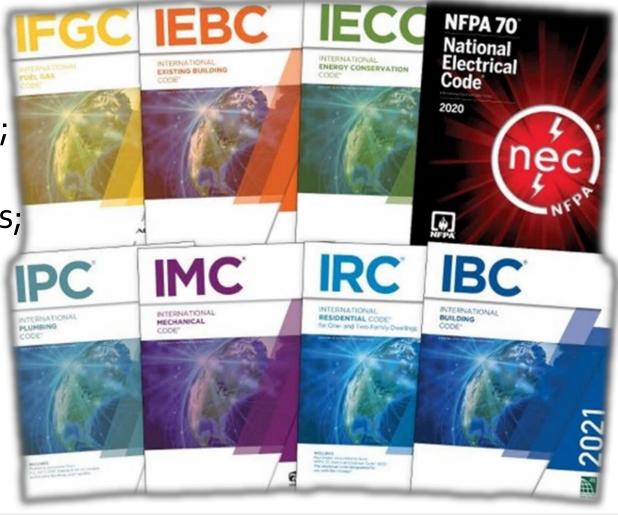
Approve the ordinances as presented;

Approve the ordinances with revisions;

Deny the ordinances

### **Staff's Recommendation**

Staff recommends approval of the ordinances as provided.



### **ORDINANCE**

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, AMENDING ARTICLE VIII "INTERNATIONAL PROPERTY MAINTENANCE CODE" OF CHAPTER 10 "BUILDINGS AND BUILDING REGULATIONS" OF THE CITY OF BURLESON CODE OF ORDINANCES, BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR MODIFICATIONS OF THE CODE TO INCORPORATE LOCAL AMENDMENTS; PROVIDING FOR RECORDING OF THE CODE AS PUBLIC RECORD; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, in 2017, the City Council has adopted the 2015 edition of the International Property Maintenance Code by Ordinance CSO #588-01-2017; and

**WHEREAS**, the International Property Maintenance Code is intended to be updated periodically; and

**WHEREAS**, the City Council now desires to update the Code of Ordinances from the 2015 Edition to the 2021 Edition of the International Property Maintenance Code; and

**WHEREAS**, the City Council also desires to make certain amendments to the 2021 Edition of the International Property Maintenance Code to reflect he unique needs of the City of Burleson; and

**WHEREAS,** prior to the adoption of this ordinance and the local amendments contained herein, the City Council held a public hearing allowing all interested persons in attendance to address the City Council regarding the contents of this ordinance; and

**WHEREAS**, the City Council hereby finds and determines that the regulations and amendments set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, morals, and general welfare.

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

**Section 1** 

That Article VIII "International Property Maintenance Code" of Chapter 10, "Buildings and Building Regulations," of the City of Burleson Code of Ordinances is hereby amended to read as follows:

### "ARTICLE VIII – INTERNATIONAL PROPERTY MAINTENENACE CODE

### Sec. 10.291. Adopted.

The 2021 Edition of the International Property Maintenance Code, together with the amendments and deletions set forth in this Article, is hereby adopted as the official property maintenance code of the city of Burleson, Texas. This property maintenance code is fully incorporated by reference as though copied into this section in its entirety. The material contained in the 2021 Edition of the International Property Maintenance Code shall be maintained as public record in the office of the city secretary and will be available for inspection and copying during regular business hours.

### Sec. 10 - 292. – Amendments

The 2021 Edition of the International Property Maintenance Code adopted herein is hereby amended as follows.

- (1) (Page 1-3, Section 108) Section 108 is hereby amended as follows: 108 Board of Appeals (delete)
- (2) (Page 1-4, 1-5 and 1-6, Section 111) Section 111 is hereby amended as follows: 111 Unsafe Structures and Equipment (delete)
- (3) (Page 1-6 and 1-7, Section 112) Section 112 is hereby amended as follows: 112 Emergency Measures (delete)
- (4) (Page 1-7, Section 113)
  Section 113 is hereby amended as follows:
  113 Demolition (delete)
- (5) (Page 2- 2, Section 202) Section 202 is hereby amended as follows: Inoperable Motor Vehicle definition (delete)
- (6) (Page 2-1, Section 302.8)
   Section 302.8 Motor Vehicles is hereby amended as follows:
   Except as provided for in other regulations, inoperative or unlicensed motor vehicle shall not be parked, kept or stored on any premises, and vehicles shall not at any

time be in a state of major disassembly, disrepair, or in the process of being striped or dismantled. (delete)

**Exception:** A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such services. (delete)

(7) (Page 3-2, Section 303)
Section 303 is hereby amended as follows:
303 Swimming Pools, Spas and Hot Tubs. (delete)"

### Section 2.

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 3.

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 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

### Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid 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 6.

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant any ordinance(s) shall continue to be governed by the provision of that ordinance or

ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

### Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

### Section 8.

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 two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

### Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVE	<b>D</b> the	_ day of	,	20:
First Reading:	the	_day of	, 2	20
Final Reading:	the	_day of		20
			Chris Fletcher, Mayor	
			City of Burleson, Texas	
ATTEST:			APPROVED AS TO FOR	M:



### **City Council Regular Meeting**

**DEPARTMENT:** Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: October 2, 2023

### SUBJECT:

Consider approval of an ordinance adopting the 2021 editions of the International Building Code, the International Residential Code, the International Plumbing Code, the International Mechanical Code, the International Fuel Gas Code, the International Energy Conservation Code, the International Swimming Pool and Spa Code, the International existing Building Code and local amendments thereto; adopting the 2020 edition of the National Electric Code and local amendments. (Final Reading) (Staff Presenter: Tony D. McIlwain, Development Services Director)

### **SUMMARY:**

The City of Burleson has adopted model codes from the International Code Council (ICC), with local amendments, as the construction codes for the City since adopting the 2000 editions on December 27, 2001. These model codes are reviewed and updated annually through a national code adoption process. Every three years these changes are codified and published for local adoption. The 2015 edition of the ICC codes were adopted on March 3, 2019.

Staff has reviewed the 2021 edition of the ICC Codes and the 2020 edition of the National Electric Code, published by the National Fire Protection Association (NFPA), along with recommended regional amendments published by the North Central Texas Council of Governments (NCTCOG) and has determined the need to update the currently adopted version of the building codes. Staff has sent copies of the proposed amendments and notifications to stakeholders in our community in February 2023 and again in July 2023. A roundtable meeting was held on August 17, 2023 to discuss the proposed update and provide feedback directly from stakeholders.

The adopted building codes play a crucial role in the Insurance Services Office (ISO) Building Code Effectiveness Grading Schedule (BCEGS). The community is assigned a score between 1 and 10, with lower numbers indicating a better score. High ISO scores can increase home insurance rates in the community, whereas a lower rating could provide a discount on insurance premiums for citizens and businesses within the city. If our adopted building codes are more than five years behind the most recent published codes, the BCEGS ratings for 1 & 2 family dwellings could change from 5 to 9. The 2021 edition of the ICC Codes is the most current published edition.

An overview of the proposed Codes updates were presented at the Developer's Roundtable meeting on August 17, 2023. Staff also emailed the proposed updates to various stakeholders in the construction community. Staff has received no objections to proposed changes.

### **OPTIONS:**

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

### **RECOMMENDATION:**

Staff recommendations approval of the ordinance.

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

- Copies of the proposed amendments were provided to stakeholders in February 2023 and July 2023.
- Roundtable meeting held on August 17, 2023.
- This item was presented to the City Council during its first reading on September 18<sup>th</sup>.

### **FISCAL IMPACT:**

None

### **STAFF CONTACT:**

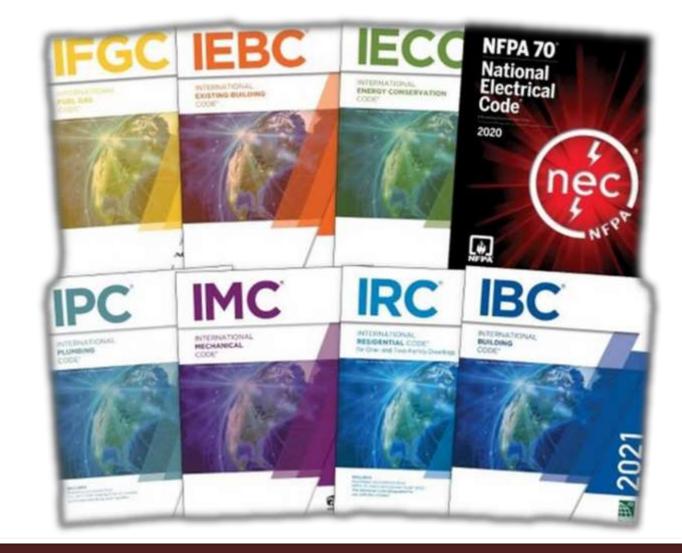
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Development Services Director
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817-426-9684



# City of Burleson International Property Maintenance Code (IPMC), Building Codes and Fire Code Updates

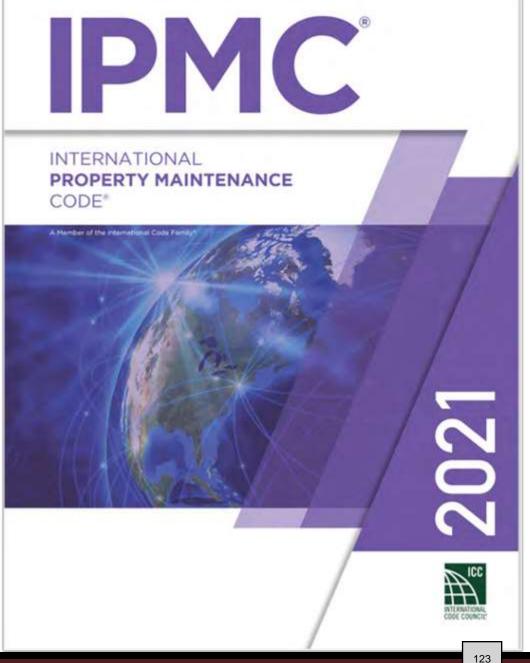
## **BACKGROUND**

- The City of Burleson routinely reviews, evaluates and adopts updated property maintenance, building and fire codes.
- As part of our review process, city staff provides code updates to the development and construction community as well as various property maintenance groups.
- The City conducted a stakeholders meeting on August 17<sup>th</sup> to discuss the code updates with developers, builders, contractors and property maintenance companies to receive feedback.





**Update International Property Maintenance** Code (IPMC) to 2021 Edition



## Purpose of the IPMC



The IPMC is a model code that regulates minimum maintenance requirements for existing buildings in the interest of the social and economic welfare of the community.

- Establishes minimum maintenance standards for the following:
  - Structural integrity
  - Equipment
  - Light
  - Ventilation
  - Heating
  - Plumbing
  - Sanitation
  - Fire Safety
  - Occupancy



## The IPMC



# The IPMC provides common-sense minimum standards for a safe and healthy home or business.

### Examples

- Requires working plumbing, no leaks
- Structural members of buildings must be free of deterioration
- No peeling or rotting wood
- Appliances must operate
- No broken windows
- No roof leaks
- Doors properly close and lock
- Handrails and stairs are stable









## **IPMC Examples**

Requires all exterior doors, door assemblies and hardware to be maintained in good condition.



**Before** 



After

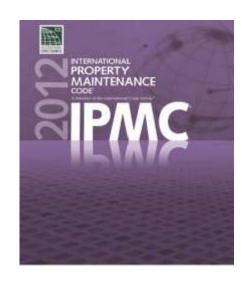


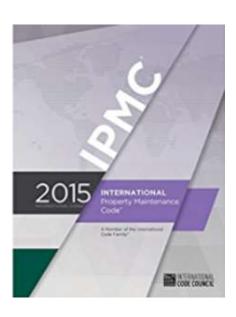


## Background

## International Code Council (ICC) updates Codes every 3 years

- •Burleson adopted the 2009 Edition of IPMC in 2012
- •Burleson adopted the 2015 Edition of IPMC 2017









## Background

#### NCTCO

#### **Current Regional Amendments**

Recommended Codes and Regional Amendments	<b>Download Format</b>
2021 International Building Code - Regional Amendments	[PDF] [Word]
2021 International Existing Building Code - Regional Amendments	[PDF] [Word]
2021 International Residential Code - Regional Amendments	[PDF] [Word]
2021 International Swimming Pool and Spa Code - Regional Amendments	[PDF] [Word]
2021 International Plumbing Code - Regional Amendments	[PDF] [Word]
2021 International Mechanical Code - Regional Amendments	[PDF] [Word]
2021 International Fuel Gas Code - Regional Amendments	[PDF] [Word]
2021 International Energy Conservation Code - Regional Amendments	[PDF] [Word]
2021 International Fire Code - Regional Amendments	[PDF] [Word]
2018 International Wildland Urban Interface Code Opinion Statement	[PDF] [Word]



Recommended Amendments to the 2021

International Existing Building Code

North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the 2021 International Existing Building Code are hereby amended as follows: Standard type is text from the IEBC. Underlined type is text inserted. Lined through type is deleted text from IEBC. A double asterisk (\*\*) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (\*\*\*) identifies a new or revised amendment with the 2021 code.

\*\*Section 1301.3.2; change to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code. and International Property Maintenance Code.

(Reason: NCTCOG does not currently recommend, nor review the IPMC for recommended amendments at this time.)

City	Current Edition of IPMC	Adoption Date	Expected Update
Allen	No ICC IPMC - City Code	N/A	N/A
Arlington	No ICC IPMC - City Code	N/A	N/A
Bedford	No ICC IPMC - City Code	N/A	N/A
Benbrook	2018	7/15/2021	unknown
Carrollton	No ICC IPMC - City Code	N/A	N/A
Cedar Hill	No ICC IPMC - City Code	N/A	N/A
Cleburne	2015	11/27/2018	unknown
Coppell	2015	4/11/2017	unknown
Denton	No ICC IPMC - City Code	N/A	N/A
Euless	2021	10/11/2022	N/A
Ft. Worth	No ICC IPMC - City Code	N/A	N/A
Frisco	2021	11/15/2022	N/A
Grand Prairie	2021	12/14/2021	N/A
McKinney	2018	1/7/2020	unknown
Mesquite	2018	5/2/2022	unknown
North Richland Hills	No ICC IPMC - City Code	N/A	N/A
Plano	2018	11/26/2018	unknown
Southlake	2021	4/5/2022	N/A
BURLESON	2015	1/3/2017	2023

# Code Compliance



## 2021 IPMC Changes

### 1 New Definition

Emergency Escape and Rescue Opening - An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.



## Section 602 -Heating Facilities

The installation of one or more portable space heaters shall not be used to achieve compliance with this section. (maintain room temperature 68 F)



## 3 Provide a Means for an Appeal





## **Proposed City Amendments**



### 5. Delete definition of Inoperable Motor Vehicles

Conflicts with current definition in Chapter 34 of the Code of Ordinance



6. Amend Section for Motor Vehicles - Conflicts with Chapter 34 relative to repairing a vehicle on residential property

Keep IPMC language relative to painting vehicle on residential property because City code does not address this nuisance specifically



## 7. Delete Section on Swimming Pools and Spas

Swimming pools and spas code already exist in Chapter 10 of Code of Ordinances.

## Comparison



### IPMC - Conflict- recommend to Delete

Section 202 - General Definitions

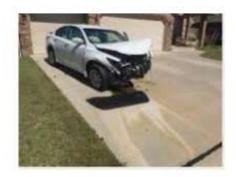
**Inoperable Motor Vehicle Definition** 

A vehicle that cannot be driven upon the public street for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

## BURLESON Code of Ordinance

### Inoperable Vehicle Definition

Incapable of being propelled on its own power due to dismantling, disrepair, or some other cause.



## Comparison



### IPMC – Conflict – Recommend to Delete a large portion of this section

Section 302. 8 - Motor Vehicles

Except as provided for in other regulations, inoperative or unlicensed motor vehicle shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being striped or dismantles. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such services.

## BURLESON

### **Code of Ordinance**

### Section 34-31 Specific nuisances

(15) The parking, storing, or standing of an inoperable vehicle.

### Exception:

a. Each single-family or two-family residence may park, store, or stand not more than one inoperable vehicle provided the vehicle is screened from view in all directions by a permanent screening fence of masonry and/or wood of redwood, cedar, or other wood material that is approved for outdoor application, not less than six feet in height.

**b.** Each single-family or two-family residence is permitted to park, store, or stand the one inoperable vehicle referenced in subsection (a) in public view while that vehicle is awaiting repair or in the process of being repaired for a period not to exceed 15 days.



## **Building Permits and Inspections**

## **Building Codes Update**

## **BACKGROUND**

The City of Burleson has adopted model codes from the International Code Council (ICC), with local amendments, as the construction codes for the City since adopting the 2000 editions on December 27, 2001. These model codes are reviewed every three years and changes are codified and published for local adoption. The 2021 edition of ICC codes are the latest published version offered for adoption.

Construction codes change with the development of new products, material, construction methods, technology and as a result of evaluation of natural and manomade disasters. Adoption of the current codes has a positive impact on the City's ISO rating.

The City of Burleson local amendments are based on the amendments recommended for regional adoption by the North Central Texas Council of Governments and our local practices. The proposed local amendments are formulated with consideration of feedback from the building community.

The construction code ordinances will have an effective date of November 2, 2023. Any application submitted prior to that date may conform to the current adopted codes or the proposed updated codes.

## North Central Texas Council of Governments

## **BACKGROUND**

- On February 23, 2023 a notice and draft copy was sent out to the members of the Building Codes and Standards Board, but staff was unable to field a quorum due to member vacancies. Additionally, staff provided this information to active home builders, contractors, and the Burleson Independent School District notifying them of the intent to update the adopted building codes.
- Staff received questions from a home builder that wanted to know if we would be providing a list of changes from the current adopted codes to the new codes. Staff also met with a Building Codes and Standards Board member to go over the proposed amendments and answer their questions.
- Staff sent out another notice on July 31, 2023 regarding the building code update and an invitation to attend a roundtable meeting on August 17, 2023. The meeting invitation was sent out to 85 recipients from the building community. Staff received notice from 15 recipients that they would attend the meeting and 8 attendees were present during the meeting, including the Mayor and Mayor Pro-Tem.
- During the meeting staff presented the proposed amendments to the new codes and a list of changes
  related to residential construction. The attendees were given an opportunity to ask questions regarding
  the proposed changes with none being asked.

## **Building Codes & ISO**

- Insurance Services Office, Inc (ISO) is responsible for evaluating all jurisdictions that have a building code
  enforcement department. The ISO uses the Building Code Effectiveness Grading Schedule (BCEGS) to
  recognize the building codes in effect in the jurisdiction and how your community enforces its building codes.
- The concept of the BCEGS is municipalities with well-enforced, up-to-date codes should experience less loss, and insurance rates can reflect that. A rating or score of 1 is the best possible result and a score of 9 is the worst possible result.
- Code adoption and enforcement account for 54% of the grading used to determine the city's classification. Plan review and field inspections each contribute 23% for the remaining 46%.
- Burleson's last evaluation occurred on March 25, 2019. Staff met with an ISO representative on July 26, 2023, to review the city's BCEGS ISO rating. Staff has not received the updated ratings from this meeting as of this date. It typically takes two to three months to receive results.

## **Adopted Building Codes**

City	Current Code	Adoption Date	Expected Code Update	
Grapevine	2006 *	July 17, 2007		
Coppell	2015	May 11, 2017	Adopting the 2024 upon release	
Bedford	2018		Reviewing 2021 codes for early 2023 adoption	
Benbrook	2018	January 3, 2019	Adopting 2021 codes in Spring 2023.	
Cedar Hill	2018			
Haltom City	2018	October 12, 2020		
Lewisville	2018			
Mansfield	2018	August 1, 2019	Waiting for 2024 edition of codes	
Mesquite	2018	September 7, 2021		
North Richland Hills	2018	September 23, 2019		
Allen	2021	June 14, 2022		
Arlington	2021	January 1, 2023		
Carrollton	2021	February 1, 2022		
Cleburne	2021	October 25, 2022		
Denton	2021	June 1, 2022		
Euless	2021	October 11, 2022		
Frisco	2021	January 1, 2023		
Ft Worth	2021	March 8, 2022		
Grand Prairie	2021	December 14, 2021		
Hurst	2021	October 1, 2022		
Irving	2021	February 13, 2023		
McKinney	2021	January 1, 2023		
Plano	2021	February 1, 2022		
Southlake	2021	May 1, 2022		
Burleson	2015	March 4, 2019	Adopting 2021 codes 2023	

1 city is under the 2006 edition with the exception of the 2018 energy code and the 2018 swimming pool and spa code

1 of the cities are currently under the 2015 edition of the codes; which intend on adopting the 2024 edition when they are published.

8 of the cities are currently under the 2018 edition of the codes; 1 of which verified they are adopting the 2021 edition in 2023; 1 of the cities will skip the 2021 edition and move to the 2024 edition

14 of the cities are currently under the 2021 edition of the codes

## SIGNIFICANT ICC & NEC CODE CHANGES

- 1. 2020 NEC 230.85 Emergency Disconnect
  - WHAT IT IS: Exterior electrical disconnect now required for all residential dwelling units.
    - ➤ BENEFIT: Aids first responders by allowing them access to a disconnect outside of the house in case of a fire or disaster.



## SIGNIFICANT ICC & NEC CODE CHANGES

## 2. 2020 NEC - 230.67 - Master Surge protection

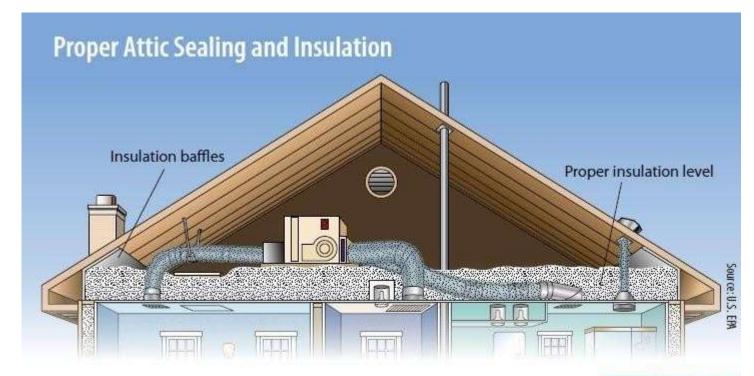
- WHAT IT IS: Surge protection device now required on main service supplying dwelling units.
- ➤ BENEFIT: Protects electronics throughout the building, from appliances to detection devices (smoke and carbon monoxide).
- As devices become more connected and electrified, whole-home surge protection is needed to prevent overloading of electrical systems



## SIGNIFICANT ICC & NEC CODE CHANGES

### 4. 2021 IRC- R402.1.3 – Increase in attic insulation from R-38 to R-49

- R stands for "resistance" factor and measures the ability of insulation to resist heat transfer.
- Achieving an R-49 value typically requires 16"-18" inches of insulation (compared to 13"-14" for R-38)
- ➤ BENEFIT: Builds on the 2015 and 2018 ICC Energy Code by increasing the radiant efficiency of attic spaces, reducing demand on HVAC in summer and winter months.



To learn how to Seal and Insulate with ENERGY STAR please visit www.energystar.gov/sealandinsulate.





# Fire Code Updates

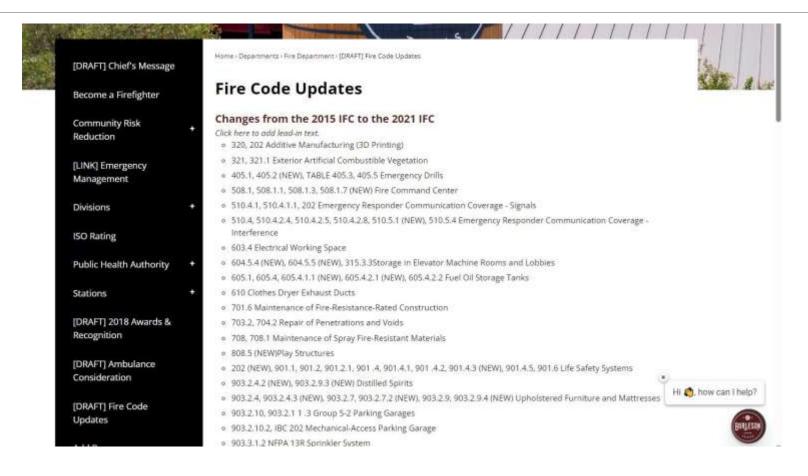
IFC2021

# Transitioning from the 2015 International Fire Code to the 2021 International Fire Code

- Burleson Fire / EMS held a town hall meeting on 8/17/23 with members of the development community, Mayor and mayor Pro Tem to discuss the transition to the 2021 Fire Code.
- Significant changes were discussed, and feedback was received.
- An information page was added to the fire department website listing all code changes from the 2015 IFC to the 2021 IFC
- •Language regarding the FARs system in the proposed ordinance was revised to replace "may" instead of "shall". For clarification, the FARs system is already optional in the current 2015 IFC; the 2021 ordinance would have made it mandatory. Staff is recommending the language change to allow the FARs system to remain optional.

9/20/2023

# Transitioning from the 2015 International Fire Code to the 2021 International Fire Code



144

9/20/2023

# Fire Code-Significant Changes

Where required by the fire code official or the site safety plan established in accordance with Section 3303.1, a fire watch shall be provided for building demolition and for construction.

A fire watch shall be provided during <u>nonworking hours</u> for new construction that exceeds

- 1. 40 feet in height above the lowest adjacent grade at any point along the building perimeter,
- 2. For new multistory construction with an aggregate area exceeding 50,000 square feet per story or
- 3. As required by the fire code official.

Primary duty of fire watch personnel shall be to perform constant patrols and watch for the occurrence of fire. The combination of fire watch duties and site security duties is acceptable.

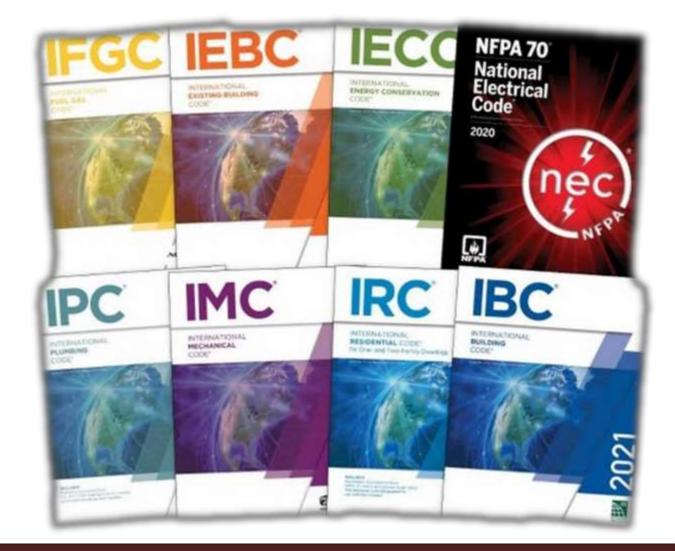
Personnel shall be trained to serve as an on-site fire watch. Training shall include the use of portable fire extinguishers

Fire watch personnel shall be provided with no less than one approved means for notifying the fire department.

The fire watch shall include areas specified by the site safety plan.

Fire watch personnel shall keep a record of all time periods of duty, including the log entry for each time the site was patrolled and each time a structure was entered and inspected. Records shall be made available for review by the fire code official upon request.

- If approved, the following Code editions will go into effect on November 2, 2023:
- 2021 editions of the International Building Code, International Residential Code, International Existing Building Code, International Energy Conservation Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code and International Swimming Pool and Spa Code
- 2020 edition of the National Electrical Code.



# **COUNCIL OPTIONS**

## **Council Options**

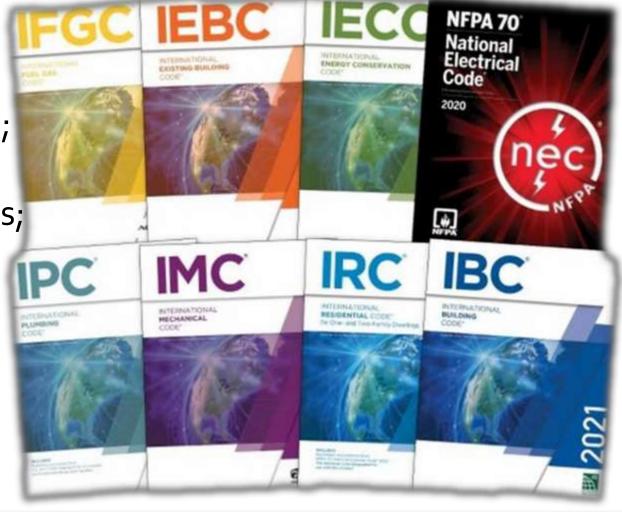
Approve the ordinances as presented;

Approve the ordinances with revisions;

Deny the ordinances

### **Staff's Recommendation**

Staff recommends approval of the ordinances as provided.



#### **ORDINANCE**

AN ORDINANCE AMENDING ARTICLES III, IV, V, VI, VII, VIII, IX, X, XI AND XIV OF CHAPTER 10, OF THE CODE OF ORDINANCES OF THE CITY OF BURLESON, TEXAS ADOPTING THE 2021 EDITIONS OF THE **INTERNATIONAL BUILDING** CODE, THE **INTERNATIONAL** RESIDENTIAL CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND LOCAL AMENDMENTS THERETO; ADOPTING THE 2020 EDITION OF THE NATIONAL ELECTRIC CODE AND LOCAL AMENDMENTS THERETO; PROVIDING A PENALTY FOR VIOLATION; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCORPORATION OF THE RECITALS, DETERMINING THAT THE MEETINGS AT WHICH THIS ORDINANCE WAS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING THE EFFECTIVE DATE.

- **WHEREAS**, the City of Burleson is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and
- **WHEREAS,** the International Code Council (ICC) has developed a set of comprehensive and coordinated national model construction codes (known as the "International Codes"); and
- WHEREAS, the International Building Code, International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel and Gas Code, International Energy Conservation Code, International Swimming Pool and Spa Code and the International Existing Building Code have been prepared by the ICC, and in addition to review by the North Central Texas Council of Governments (NCTCOG), have been reviewed by City staff; and
- WHEREAS, the 2021 editions of the International Building Code, International Residential Code, International Plumbing Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Swimming Pool and Spa Code, International Existing Building Code and the 2020 edition of the National Electrical Code conforms to the State adopted building codes for energy conservation and electrical requirements; and
- **WHEREAS,** the City Council of the City of Burleson has determined that it is in the best interest of the citizens of the City of Burleson to update and adopt the 2021 edition of the International Building Code International Residential Code, International Plumbing

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Code, International Mechanical Code, International Fuel and Gas Code, International Energy Conservation Code, International Swimming Pool and Spa Code, and the International Existing Building Code and the 2020 edition of the National Electrical Code and has determined that this will promote the health, safety and general welfare of the citizens of the City of Burleson and the general public; and

- WHEREAS, the City Council of the City of Burleson further desires to adopt certain local amendments to such Codes reflecting the unique needs of the City of Burleson; and
- WHEREAS, prior to the adoption of this ordinance and the local amendments contained herein, the City Council held a public hearing allowing all interested persons in attendance to address the City Council regarding the contents of this ordinance;

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

#### SECTION 1.

Article III, "International Building Code," of Chapter 10, "Buildings and Regulations," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ARTICLE III – INTERNATIONAL BUILDING CODE

#### Sec. 10-141. – Proposed for Adoption.

The 2021 edition of the International Building Code of the International Code Conference, as hereinafter amended, is from the effective date hereof, hereby adopted as the building code of the City of Burleson. One copy of such International Building Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-142. - Amendments.

Amendments to the International Building Code adopted herein are as follows:

#### (1) Section 101.4; amend to read as follows:

**101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

#### (2) Section 101.4.8; add the following:

**101.4.8 Electrical.** The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

#### (3) Section 103 and 103.1 amend to insert the Department Name DEPARTMENT OF BUILDING SAFETY Building Permits and Inspections Department

103.1 Creation of enforcement agency. The Department of <u>Building Permits and Inspections</u> <u>Department</u> is hereby created and the official in charge thereof shall be known as the <u>building</u> official.

### (4) Section 105.2; under sub-title entitled "Building" amend, delete and re-number as follows:

#### **Building:**

- 1. One story detached accessory structures used as tool and storage sheds, Playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).
- 2. Fences not over 7 feet (1829 mm) high.
- 3. <u>2.</u> (Unchanged)
- 4. <u>3.</u> Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, at the highest point of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
- 5. 4. (Unchanged)
- 6. 5. Sidewalks not located within the Public Right-of-Way
- 7. <u>6.</u> (Unchanged)
- 8. 7. (Unchanged)
- 9. 8. (Unchanged)
- 10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- 11.9. (Unchanged)
- 12. 10. (Unchanged)
- 13. 11. (Unchanged)

#### (5) Section 109; add Section 109.7 to read as follows:

**109.7 Re-inspection Fee.** A fee as established by city council resolution may be charged when:

- 1. The inspection called for is not ready when the inspector arrives;
- 2. No building address or permit card is clearly posted;
- 3. City approved plans are not on the job site available to the inspector;
- 4. The building is locked or work otherwise not available for inspection when called;
- 5. The job site is red-tagged twice for the same item;
- 6. The original red tag has been removed from the job site.
- 7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

### (6) Section 110.3.5; Lath, gypsum board and gypsum panel product inspection. Delete exception

Exception: Gypsum board and gypsum panel products that are not part of a fire resistance rated assembly or a shear assembly.

#### (7) Delete Section 113 Board of Appeals

#### (8) Section 202; amend definition of Ambulatory Care Facility as follows:

**AMBULATORY CARE FACILITY**. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals persons who are rendered incapable of self-preservation by the services provided or staff has accepted

responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

#### (9) Section 202; amend definition of "Repair Garage" as follows:

**REPAIR GARAGE**. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

#### (10) Section 202; amend definition of SPECIAL INSPECTOR to read as follows:

**SPECIAL INSPECTOR**. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and approved by the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

#### (11) Section 202; amend definition of "High-Rise Building" to read as follows:

**HIGH-RISE BUILDING.** A building with an occupied floor located more than 75 55 feet (22 860 mm) (16 764 mm) above the lowest level of fire department vehicle access

#### (12) Section 303.1.3; add a sentence to read as follows:

**303.1.3 Associated with Group E occupancies.** A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy. <u>except when applying the assembly requirements of Chapter 10 and 11.</u>

#### (13) Section 304.1; add the following to the list of occupancies:

Fire stations

Police stations with detention facilities for 5 or less

#### (14) Section 307.1.1; add the following sentence to Exception 4:

4. Cleaning establishments... *[Text unchanged]* ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. <u>See also IFC Chapter 21, Dry Cleaning Plant provisions.</u>

#### (15) Section 403.1, Exception 3; amend to read as follows:

- 3. The open air portion of a building [remainder unchanged]
- (16) Section 403.3, Automatic Sprinkler System. Delete exception.

#### (17) Section 403.3.2; amend to read as follows:

[F] 403.3.2 Water supply to required fire pumps. In buildings that are more than 420 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the

connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate

#### (18) Section 404.10 Exit Stairways in an atrium; amend to read as follows:

Section 404.10 Exit Stairways in an atrium. Where an atrium contains an interior exit access stairway all the following shall be met: [Remainder Unchanged]

#### (19) Section 406.3.3.1 Carport separation; add sentence to read as follows:

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

#### (20) Section 423.5.1; add exception 3 and amend to read as follows:

**423.5.1 Required occupant capacity.** The required occupant capacity of the storm shelter shall include all of the buildings on the site and shall be the <del>greater of the following:</del>

1.The Total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.

2. The occupant load of the largest indoor assembly space that is associated with the Group E occupancy.

#### **Exceptions:**

- 1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.
- 2. Where approved by the building official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the site.
- 3. Where approved by the building official, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by occupant load calculation, shall be permitted to be used in the determination of the required design occupant capacity for the storm shelter.

#### (21) Section 503.1.; add sentence to read as follows:

**503.1. General.** [Existing Text to remain]

Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls, except as allowed in Section 510.

#### (22) Table 506.2; delete footnote i from table

i. The maximum allowable area for a single story non sprinklered Group U greenhouse is permitted to be 9000 square feet or the allowable area shall be permitted to comply with Table C102.1 of Appendix C

#### (23) Section 506.3.1; add sentence to read as follows:

#### **506.3.1 Minimum percentage of perimeter**. [Existing Text remains]

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In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot-wide pathway meeting fire department access from the street or approved fire lane shall be provided.

#### (24) Section 708.4.2; change sentence to read as follows:

**708.4.2 Fireblocks and draftstops in combustible construction.** [Body of text unchanged]

#### **Exceptions:**

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping. [Remainder unchanged]

#### (25) Section 718.3; amend exception to read as follows:

**Exceptions:** Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. <u>and provided that in combustible construction, sprinkler protection is provided in the floor space</u>

#### (26) Section 718.4; amend exception to read as follows:

**Exceptions:** Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 <u>and provided that in combustible construction, sprinkler protection is provided in the attic space.</u>

#### (27) Section 901.6.1; add Section 901.6.1.1 to read as follows:

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

- 1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed when foreign material is present, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
- 2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
- 3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
- 4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

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- 5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
- 6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
- 7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
- 8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
- 9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

#### (28) Section 903.1.1; amend to read as follows:

**[F] 903.1.1 Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted instead of in addition to automatic sprinkler protection where recognized by the applicable standard and, or as approved by the fire code official.

#### (29) Section 903.2; add the following:

[F] 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

(30) [F] Section 903.2; delete the exception.

#### (31) Section 903.2.4.2; change to read as follows:

**903.2.4.2 Group F-1 distilled spirits.** An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits <u>involving more than 120 gallons of distilled spirits</u> (>16% alcohol) in the fire area at any one time.

#### (32) Section 903.2.9.3; change to read as follows:

**903.2.9.3 Group S-1 distilled spirits or wine.** An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine <u>involving more</u> than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

(33) Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:

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- [F] <u>903.2.9.5 Self-service storage facility.</u> An automatic sprinkler system shall be installed throughout all self-service storage facilities.
- (34) Section 903.2.11; amend 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

**903.2.11.3 Buildings 55** <u>35</u> **feet or more in height.** An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1510 of the *International Building Code*, located 55 <u>35</u> feet (<del>16 764</del> <u>10 668 mm</u>) or more above the lowest level of fire department vehicle access, measured to the finished floor.

#### **Exceptions:**

- 1. Open parking structures <u>in compliance with Section 406.5 of the International Building Code</u>, <u>having no other occupancies above the subject garage</u>.
- 2. Occupancies in Group F-2.
- <u>903.2.11.7 High-Piled Combustible Storage.</u> For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 of the IFC to determine if those provisions apply.
- <u>903.2.11.8 Spray Booths and Rooms.</u> New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.
- 903.2.11.9 Buildings Over 6,000 sq.ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq.ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

**Exception:** Open parking garages in compliance with Section 406.5 of the *International Building Code* where all of the following conditions apply:

- a. The structure is freestanding
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking
- c. The structure does not exceed 3 stories
- d. An approved fire apparatus access road is provided around the entire structure

#### (35) Section 903.3.1.1.1; amend to read as follows:

[F] 903.3.1.1.1 Exempt locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ... {text unchanged} ... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

- 1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
- 2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
- 3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
- 4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.
- 4. Fire service access-Elevator machine rooms, and machinery spaces, and hoistways, other than

pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

5. {Delete.}

#### (36) Section 903.3.1.2; change to read as follows:

**903.3.1.2 NFPA 13R sprinkler systems.** Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

- 1. Four stories or less above grade plane.
- 2. The floor level of the highest story is 30 35 feet (9144 10668 mm) or less above the lowest level of fire department vehicle access.
- 3. The floor level of the lowest story is  $\frac{30}{25}$  feet (9144 10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

#### (37) Section 903.3.1.2.2; change to read as follows:

**903.3.1.2.2 Corridors and balconies in the means of egress.** Sprinkler protection shall be provided in <u>all</u> corridors and for <u>all</u> balconies. in the means of egress where any of the following conditions apply: {Delete the rest of this section.}

#### (38) Section 903.3.1.2.3; delete section and replace as follows:

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

- 1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
- 2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
- 3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
- 4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
  - 4.1. Provide automatic sprinkler system protection.
  - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
  - 4.3. Construct the attic using noncombustible materials.
  - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
  - 4.5. Fill the attic with noncombustible insulation.

#### (39) Section 903.3.1.3; change to read as follows:

**[F] 903.3.1.3 NFPA 13D sprinkler systems.** *Automatic sprinkler systems* installed in one-and two-family *dwellings*; Group R-3; Group R-4 Condition 1 and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

#### (40) Section 903.3.1.4; add to read as follows:

[F] <u>903.3.1.4 Freeze protection</u>. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

- 1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
- 2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
- 3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

#### (41) Section 903.3.5; add a second paragraph to read as follows:

[F] Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

#### (42) Section 903.4; add a second paragraph after the exceptions to read as follows:

[F] Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

#### (43) Section 903.4.2; add second paragraph to read as follows:

[F] The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

#### (44) Section 905.2; amend to read as follows:

**[F] 905.2 Installation standard.** Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

#### (45) Section 905.3; add Section 905.3.9 and exception to read as follows:

[F] <u>905.3.9 Buildings exceeding 10,000 sq. ft.</u> In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

#### Exceptions

1. <u>Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.</u>

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2. R-2 occupancies of four stories or less in height having no interior corridors.

#### (46) Section 905.4, amend Item 1, 3, and 5 and add Item 7. to read as follows:

- [F] 1. In every required interior exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.
- 2. {No change.}
- 3. In every exit passageway, at the entrance from the exit passageway to other areas of a building. **Exception:** Where floor areas adjacent to an exit passageway are reachable from an interior exit stairway hose connection by a ...... {No change to rest.}
- 4. {No change.}
- 5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of an interior exit stairway with stair access to the roof provided in accordance with Section 1011.12.
- 6. {No change.}
- 7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

#### (47) Section 905.8; change to read as follows:

905.8 Dry standpipes. Dry standpipes shall not be installed.

**Exception:** Where subject to freezing and in accordance with NFPA 14. <u>Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.</u>

#### (48) Section 905.9; add a second paragraph after the exceptions to read as follows:

[F] Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

#### (49) Section 906.1(1); delete Exception #3 as follows:

3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants.

fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:

- 3.1. Use of vehicle mounted extinguishers shall be approved by the fire code official.
- 3.2. Each vehicle shall be equipped with a 10 pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved

by the extinguisher manufacturer or the fire code official for vehicular use.

- 3.3. Not less than two spare extinguishers of equal or greater rating shall be available onsite to replace a discharged extinguisher.
- 3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.
- 3.5. Inspections of vehicle mounted extinguishers shall be performed daily.

#### (50) Section 907.1; add Section 907.1.4 to read as follows:

[F] <u>907.1.4</u> <u>Design standards.</u> Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

#### (51) Section 907.2.1; amend to read as follows:

[F] 907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the having an occupant load due to the assembly occupancy is of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.-10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

**Exception:** {No change.}

Activation of fire alarm notification appliances shall:

- 1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
- 2. Stop any conflicting or confusing sounds and visual distractions.

#### (52) Section 907.2.3; amend to read as follows:

[F] 907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E <u>educational</u> occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. <u>An approved smoke detection system shall be installed in Group E day care occupancies</u>. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

#### **Exceptions:**

- 1. {No change.}
  - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

#### (53) Section 907.2.10; change to read as follows:

**907.2.10 Group S.** A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies three stories or greater in height for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

#### (54) Section 907.2.13, Exception 3; amend to read as follows:

**[F]** 3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

#### (55) Section 907.4.2; add Section 907.4.2.7 to read as follows:

[F] 907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

#### (56) Section 907.6.1; add Section 907.6.1.1 to read as follows:

[F] 907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

- (57) Section 907.6.3; delete all four Exceptions.
- (58) Section 907.6.6; add sentence at end of paragraph to read as follows:

[F] See 907.6.3 for the required information transmitted to the supervising station.

- 3. Control wiring and power wiring protected by a listed electrical circuit protective systems with a fire-resistance rating of not less than 2 hours.
- [F] <u>909.22.1.2 Standby power.</u> Mechanical vestibule and stairway and ramp shaft ventilation systems and automatic fire detection systems shall be provided with standby power in accordance with Section 2702 of the Building Code.
- [F] <u>909.22.1.3 Acceptance and testing.</u> Before the mechanical equipment is approved, the system shall be tested in the presence of the fire code official to confirm that the system is operating in compliance with these requirements.
- (59) Section 910.2; amend to read and change Exception 2. and 3. to read as follows: 910.2 Where required. Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1, 910.2.2, and 910.3.2.
  - **[F]** 2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
  - 3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of  $50(m*S)^{1/2}$  or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

#### (60) Section 910.2; add subsections 910.2.3 with exceptions to read as follows:

[F] <u>910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:</u>
1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m<sup>2</sup>) in single floor area.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

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2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

#### (61) Section 910.4.3.1; amend to read as follows:

**[F] 910.4.3.1 Makeup air.** Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be manual or automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

#### (62) Section 912.2; add Section 912.2.3 to read as follows:

[F] <u>912.2.3 Hydrant distance.</u> An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

#### (63) Section 913.2.1; add Section 913.2.1.1 and exception to read as follows:

[F] 913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. -8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

#### (64) Section 1006.2.1; change exception 3 to read as follows; Section 1006.2.1 Egress based on occupant load and common path of egress travel distance.

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.1006.2.2.6 Electrical Rooms

### (65) Section 1009.1; add the following Exception 3:

#### **Exceptions:**

{previous exceptions unchanged}

3. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

### (66) Section 1009.8 Two Way Communication; add the following Exception 7: Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

#### (67) Section 1010.2.5 Bolt Locks; amend exceptions 3 and 4 as follows:

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#### **Exceptions:**

- 3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. {*Remainder unchanged*}
- 4. Where a pair of doors serves a Group  $\underline{A}$ , B, F,  $\underline{M}$  or S occupancy {Remainder unchanged}

#### (68) Section 1015.8 Window Openings. REVISE text as follows:

1. Operable windows where the top of the sill of the opening is located more than 75 feet (22 860 mm) 55 feet (16 764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

#### (69) Section 1020.2 Construction; add exception 6 to read as follows:

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

#### (70) Section 1030.1.1.1 Delete this section. Spaces under grandstands and bleachers;

#### (71) Section 1101.1 Scope. add exception to Section 1101.1 as follows:

**Exception:** Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be incompliance with the requirements of this chapter.

#### (72) Section 1809.5.1 Frost Protection at required exits; delete this section

#### (73) Section 2702.5; added to read as follows:

Section 2702.5 Designated Critical Operations Areas (DCOA): In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

#### (74) Section 2901.1; add a sentence to read as follows:

[P] 2901.1 Scope. {existing text to remain} The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

#### (75) Section 2902.1; add a second paragraph to read as follows:

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

#### (76) Table 2902.1; add footnote g to read as follows:

f. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

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### (77) Section 2902.1.3; add new Sections 2902.1.4, 2902.1.4.1 and 2902.1.4.2 to read as follows:

**2902.1.4** Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

**2902.1.4.1 Hand washing lavatory.** At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

**2902.1.4.2 Service sink.** In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the **City of Burleson's** health department.

### (78) Section 3002.1 Hoistway Enclosure Protection; add exceptions to read as follows: Exceptions:

1. Elevators wholely located within atriums shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, and complying with Sections 406.5 and 406.6, respectively, shall not require hoistway enclosure protection.

# (79) Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; Delete exceptions and add two new exceptions to as follows: Exceptions:

- 1. Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.
- 2. Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

## (80) <u>Section 3005.5: Add a new subsection to Section 3005.5.1 as follows:</u> 3005.5.1 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

- <u>3005.5.1.1</u> Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.5.1.1.1.
- <u>3005.5.1.1.1 Prohibited locations.</u> Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoistways.
- <u>3005.5.1.1.2 Sprinkler system monitoring.</u> The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

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<u>3005.5.1.2</u> Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

<u>3005.5.1.3 Omission of Shunt trip.</u> Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

#### (81) Section 3005.8; add Section 3005.8 as follows:

<u>3005.8 Storage</u>. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed.

#### (82) Section 3006.2; amend Section 3006.2 to read as follows:

#### 3006.2 Hoistway opening protection required.

5. The building is a high rise and the elevator hoistway is more than 75 feet (22 860 mm) 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

### (83) Section 3007.3 and Section 3008.3: Revise text by deleting "enclosed" as follows:

**3007.3 Water Protection**. Water from the operation of an automatic sprinkler system outside the enclosed lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

**3008.3 Water Protection.** Water from the operation of an automatic sprinkler system outside the enclosed lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method."

#### **SECTION 2.**

Article IV, "International Residential Code," of Chapter 10, "Buildings and Regulations," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ARTICLE IV. - INTERNATIONAL RESIDENTIAL CODE

#### Sec. 10-171. – Proposed Adoption.

The 2021 edition, of the International Residential Code of the International Code Council, is herein after amended, is from the effective date hereof, hereby adopted as the residential code of the City of Burleson. One copy of such International Residential Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-172. - Amendments.

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Amendments to the International Residential Code adopted herein are as follows:

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#### (1) Section R102.4; amend to read as follows:

**R102.4 Referenced codes and standards.** The *codes*, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this *code* to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced *codes* and standards, each reference to said *code* and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

#### (2) Section R103 and R103.1 amend to insert the Department Name

**R103.1 Creation of enforcement agency.** The Building Permits and Inspections Department is hereby created and the official in charge thereof shall be known as the building official.

#### (3) Section R105.2; amend to read as follows

#### R105.2 Work exempt from permit.

**Building:** Delete items #1, #2, and 9

Amend #5 – Sidewalks and driveways outside of the public right-ofway

#### (4) Section R108 Fees; add Section R108.7 Re-Inspection Fee

**R108.7 Re-Inspection Fee.** A fee established by city council resolution may be charged when:

- 1) The inspection called for is not ready when the inspector arrives;
- 2) The building address is not clearly posted;
- 3) The building is locked or work otherwise is not accessible for inspection;
- 4) Work is given a correction notice for the same item twice or more;
- 5) Violations exist on the property including failure to maintain erosion control or trash control

#### (5) Delete Sections R110 (R110.1 through R110.5)

#### (6) Delete Section 112 Board of Appeals

#### (7) Section R202; amend definition of "Townhouse" to read as follows:

**TOWNHOUSE.** A single-family dwelling unit constructed in a group of three or more attached units <u>separated by property lines</u> in which each unit extends from foundation to roof and with a *yard* or *public way* on at least two sides.

GROUN D SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGO	SUBJECT TO DAMAGE FROM			TER IGN	RIER	D RDS <sup>g</sup>	AIR FREEZING INDEX <sup>†</sup>	ANNUAL
	SPEED <sup>d</sup> (MPH)	ographic ects <sup>k</sup>	ecial Wind gion <sup>L</sup>	indborne ebris Zone <sup>m</sup>	RYf	Weatheri ng	Frost Line Depth <sup>b</sup>	Termite	WINTER DESIGN	ICE BARR	FLOOD HAZAR	AIR FR INDEX	MEAN A TEMPj
5 lb/ft	115	Topo	Spec Regi	Windbo Debris		a	Deptil		22 <sup>0</sup> F		Local		0 —
	(3 sec- gust)/ 76	No	No	No		Moderate	6"	Very Heavy		No	Code	150	64.9 <sup>0</sup> F

fastest					
mile					

#### (8) **Table R301.2** (1); fill in as follows:

#### (9) Section R302.1; add exception #6 to read as follows:

**Exceptions:** {previous exceptions unchanged}

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

#### (10) Section R302.2.6; delete exception #6:

#### **Exceptions:** {previous exceptions unchanged}

6. Townhouse units protected by a fire sprinkler system complying with Section P2904 or NFPA 13D.

#### (11) Section R302.3; add Exception #3 to read as follows:

#### **Exceptions:**

- 1. {existing text unchanged}
- <u>2.</u> {existing text unchanged}
- 3. Two-family dwelling units that are separated by a property line through the structure shall be separated as required for townhouses.

#### (12) Section R302.5.1; amend to read as follows:

**R302.5.1 Opening protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors equipped with a self-closing device.

#### (13) Section R302.5.2 Duct Penetration; amend to read as follows:

Ducts in the garage and ducts {text unchanged} shall have no openings in the garage, and shall be protected per section 302.11 item 4.

#### (14) Section R303.3, Exception; amend to read as follows:

**Exception:** {existing text unchanged} Spaces containing only a water closet or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

#### (15) Section R307; add section R307.3 and R307.4 as follows:

**R307.3 Blocking.** Required at one toilet at grade level. Blocking per Sec. R307.4 and Figure 307.4, shall be installed at rear wall and one wall adjacent to toilet at the lowest living level where a toilet is provided.

**R307.4 Blocking.** Blocking may be ½" plywood or equivalent or 2 x solid wood blocking flush with wall.

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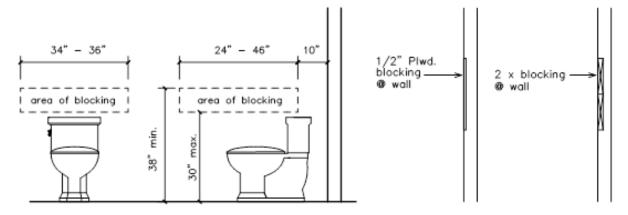


Figure 307.4 Figure 307.4

(16) Section R313.2 Automatic Fire Sprinkler Systems. Amend to read as follows; R313.2 One- and Two-Family dwellings automatic sprinkler systems. An automatic sprinkler system shall be installed in one- and two-family dwellings in accordance to the adopted Fire Code and the amendments thereto.

### (17) Section R315.2.2 Alterations, repairs and additions; amend to read as follows: Exception:

- 1. [existing text remains]
- 2. Installation, alteration or repairs of all electrically powered mechanical systems or plumbing appliances.

#### (18) Section 327.1.1; add to read as follows:

Section 327.1.1 Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

#### **Exception:**

A sealed engineered design drawing of the proposed new structure shall be submitted for approval

### (19) Section R401.2, amended by adding a new paragraph following the existing paragraph to read as follows.

**Section R401.2. Requirements.** *{existing text unchanged}* ...

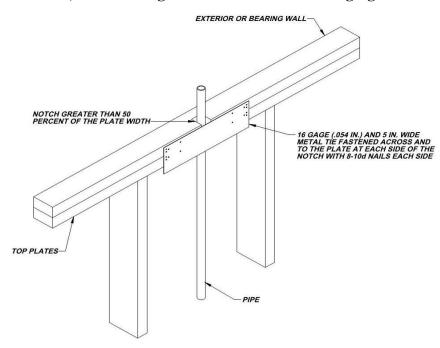
Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

#### (20) Section R602.6.1; amend the following:

**R602.6.1 Drilling and notching of top plate.** When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 1-½ inches (38) mm 5 inches (127 mm) in height shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) nails having a minimum length of 1½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}

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#### (21) Figure R602.6.1; delete the figure and insert the following figure:



#### (22) Add section R703.8.4.1.2 Veneer Ties for Wall Studs; to read as follows:

**R703.8.4.1.2** Veneer Ties for Wall Studs. <u>In stud framed exterior walls, all ties may be anchored to studs as follows:</u>

- 1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
- 2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

#### (23) Section R703.8.4.1; add a second paragraph to read as follows:

In stud framed exterior walls, all ties shall be anchored to studs as follows:

- 1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
- 2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

#### (24) Section R902.1; Amend and add exception #5 to read as follows:

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed in areas designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line. {remainder unchanged} Exceptions:

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5. Non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 100 square feet.

### (25) Chapter 11 [RE] – Energy Efficiency is deleted in its entirety and replaced with the following:

#### (26) Section M1305.1.3; amend to read as follows:

M1305.1.2 Appliances in attics. Attics containing appliances shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

- 1. A permanent stair.
- 2. A pull down stair with a minimum 300 lb (136 kg) capacity.
- 3. An access door from an upper floor level.

Exceptions: [remaining text unchanged]

#### (27) Section M1411.3; change to read as follows:

**M1411.3 Condensate disposal.** Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to an approved place of disposal <u>a sanitary sewer through a trap, by means of a direct or indirect drain</u>. {remaining text unchanged}

#### (28) Section M1411.3.1, Items 3 and 4; add text to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. {bulk of paragraph unchanged}

- (3) An auxiliary drain pan... {bulk of text unchanged}... with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.
- (4) A water level detection device... {bulk of text unchanged}... overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.

#### (29) Section M1411.3.1.1; add text to read as follows:

M1411.3.1.1 Water-level monitoring devices. On down-flow units ... {bulk of text unchanged}... installed in the drain line. A water level detection device may be installed only with prior approval of the building official.

#### (30) M1503.6 Makeup Air Required Amend and add exception as follows:

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m3/s) shall be mechanically or passively provided with makeup air at a rate approximately equal to the difference between exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

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Exception: Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open. Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m3/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m3/s) shall be provided with a makeup air at a rate approximately to the difference between the exhaust air rate and 600 cubic feet per minute.

#### (31) Section M2005.2; change to read as follows:

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required

(32) Section G2408.3 (305.5) Private Garages; delete this section in its entirety.

#### (33) Section G2415.2 (404.2) CSST; add a second paragraph to read as follows:

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

(34) Section G2415.12 (404.12); amend to read as follows:

**G2415.12** (**404.12**) **Minimum burial depth.** Underground *piping systems* shall be installed a minimum depth of <del>12 inches (305 mm)</del> 18 inches (457 mm) below grade, except as provided for in Section G2415.12.1.

(35) Section G2415.12.1 (404.12.1); Individual Outdoor Appliances; Delete in its entirety

#### (36) Section G2417.1 (406.1); amend to read as follows:

**G2417.1** (**406.1**) **General.** Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

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#### (37) Section G2417.4; amend to read as follows:

**G2417.4** (**406.4**) **Test pressure measurement.** Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.

#### (38) Section G2417.4.1; amend to read as follows:

**G2417.4.1** (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing

#### (39) Section G2417.4.2; amend to read as follows:

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for be not less than 10-fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

#### (40) Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

#### (41) Section G2420.5.1 (409.5.1); add text to read as follows:

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve ... {bulk of paragraph unchanged}... in accordance with the appliance manufacturer's instructions. A secondary shutoff

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valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

#### (42) Section G2421.1 (410.1); add text and Exception to read as follows:

**G2421.1 (410.1) Pressure regulators.** A line *pressure regulator* shall be ... {bulk of paragraph unchanged}... approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

**Exception:** A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.

#### (43) Section G2422.1.2.3 (411.1.3.3); delete Exception 1 and Exception 4.

#### (44) Section G2445.2 (621.2); add Exception to read as follows:

**G2445.2** (621.2) **Prohibited use.** One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing approved unvented room heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the Building Official unless an unsafe condition is determined to exist as described in International Fuel Gas Code Section 108.7 of the Fuel Gas Code.

#### (45) Section G2448.1.1 (624.1.1); amen to read as follows:

**G2448.1.1** (**624.1.1**) **Installation requirements.** The requirements for *water heaters* relative to <u>access</u>, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.

#### (46) Section P2603; amend to read as follows:

**P2603.3 Protection against corrosion.** Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material plastic. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

#### (47) Section P2603.5.1; amend to read as follows:

**Section P2603.5.1 Sewer Depth**. Building sewers that connect to private sewage disposal systems shall be not less than  $\underline{12}$  inches below finished grade at the point of septic tank connection. Building sewers shall be not less than  $\underline{12}$  inches below grade.

### (48) Section P2801; change to read as follows:

#### P2801.6 Required pan.

Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

- 1. Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.
- 2. Plastic not less than 0.036 inch (0.9 mm) in thickness.

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#### 3. Other approved materials.

A plastic pan beneath a gas fired water heater shall be constructed of material having a flame spread index of 25 or less and a smoke developed index of 450 or less when tested in accordance with ASTM E84 or UL 723.

#### (49) Section P2801.6.1; change to read as follows:

**Section P2801.6.1 Pan size and drain.** The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table P2906.5. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

#### (50) Section P2804.6.1; change to read as follows:

**Section P2804.6.1 Requirements for discharge piping.** The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

- 1. Not be directly connected to the drainage system.
- 2. Discharge through an air gap located in the same room as the water heater.
- 3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
- 4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

- 5. Discharge to the floor, to an indirect waste receptor or to the outdoors.
- 6. Discharge in a manner that does not cause personal injury or structural damage.
- 7. Discharge to a termination point that is readily observable by the building occupants.
- 8. Not be trapped.
- 9. Be installed to flow by gravity.
- 10. Terminate not more than 6 inches and not less than two time the discharge pipe diameter above the floor or waste receptor flood level rim.
- 11. Not have a threaded connection at the end of the piping.
- 12. Not have valves or tee fittings.
- 13. Be constructed of those materials indicated in Section P2906.5 or materials tested, rated and approved for such use in accordance with ASME A112.4.1
- 14. Be one nominal size larger than the size of the relief-valve outlet, where the relief-valve discharge piping is constructed of PEX or PE-RT tubing. The outlet end of such tubing shall be fastened in place.

#### (51) Section P2902.5.3; amend to read as follows:

**P2902.5.3 Lawn irrigation systems.** The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced

into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

#### (52) Section P3003.9.2; delete exception:

**P3003.9.** Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Exception: A primer is not required where both of the following conditions apply:

- 1. The solvent cement used is third-party certified as conforming to ASTM D 2564
- 2. The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.

#### (53) Section P3111; delete.

#### (54) Section P3112.2; delete and replace with the following:

P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

# (13) Part VIII — Electrical (Chapters 34 through 43) is hereby amended as follows: (delete), code reference shall be according to 2020 edition of National Electrical Code as adopted."

#### **SECTION 3.**

Article V, "National Electric Code," of Chapter 10, "Buildings and Regulations," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ARTICLE V. - NATIONAL ELECTRIC CODE

Sec. 10-201. – Proposed Adoption.

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The 2020 edition of the National Electric Code of the National Fire Protection Association, as hereinafter amended, is from the effective date hereof, hereby adopted as the electrical code of the City of Burleson. One copy of such National Electric Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-202. - Amendments.

Amendments to the National Electrical Code adopted herein are as follows:

#### (1) Article 100; add the following to definition:

**Engineering Supervision**. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

#### (2) Article 110.2; change the following to read as follows:

**110.2 Approval.** The conductors and equipment required or permitted by this *Code* shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third party inspection agency approved by the AHJ.

Manufacturer's self-certification of any equipment shall not be used as a basis for approval by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

Informational Note No. 2: Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 3: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third party inspection agency.

## (3) Article 400.8 Field Identification Required: Amend the following to read as follows 408.4 Field Identification Required.

#### (A) Circuit Directory or Circuit Identification.

Every circuit and circuit modification shall be legibly identified as to its clear, evident, and specific purpose or use. The identification shall include an approved degree of detail that allows each circuit to be distinguished from all others. Spare positions that contain unused overcurrent devices or switches shall be described accordingly. The identification shall be included in a circuit directory that is located on the face or inside of, or in an approved location adjacent and permanently affixed to the panel door in the case of a panelboard and at each switch or circuit breaker in a switchboard or

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switchgear. No circuit shall be described in a manner that depends on transient conditions of occupancy.

#### (4) Article 410.118: Amend the following to read as follows

410.118 Access to other boxes.

Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

#### (5) Article 422.31 B: Amend the following to read as follows

422.31 B Appliances Rated over 300 Volt-Amperes

(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.

Informational Note No. 1: For appliances employing unit switches, see 422.34.

Informational Note No 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirements of the I Codes:

- (1) A permanent stair.
- (2) A pull-down stair with a minimum 300 lb. (136 kg) capacity.
- (3) An access door from an upper floor level.

### (6) Article 500.8 (A) (3); AMEND to read as follows: 500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's selfevaluation or an owner's engineering judgment an engineering judgment signed and sealed by a qualified Registered licensed Professional Engineer in the State of Texas.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

#### (7) Article 505.7 (A) changed to read as follows:

#### 505.7 Special Precaution.

Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than  $-20^{\circ}\text{C}$  ( $-4^{\circ}\text{F}$ ) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified persons Registered-licensed Professional Engineer in the State of Texas.

### (8) Article 695.6 A 1: Change the following to read as follows

#### 695.6 (A) Supply Conductors.

(1) Services and On-Site Power Production Facilities.

Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with

230.6(1) or (2).

Exception: The supply conductors within the fire pump room shall not be required to meet 230.6 (1) or (2)

## (9) Article 71.15 A: Change the following to read as follows 710.15 General

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#### 710.15(A) Supply Output.

Power supply to premises wiring systems fed by stand-alone or isolated microgrid power sources shall be permitted to have less capacity than the calculated load. The capacity of the sum of all sources of the stand alone supply shall be equal to or greater than the load posed by the largest single utilization equipment connected to the system. Calculated general lighting loads shall not be considered as a single load have adequate capacity to meet the calculated load in accordance with Article 220.

Informational Note: For general use loads the system capacity can be calculated using the sum of the capacity of the firm sources, such as generators and ESS inverters. For specialty loads intended to be powered directly from a variable source, the capacity can be calculated using the sum of the variable sources, such as PV or wind inverters, or the combined capacity of both firm and variable sources."

#### **SECTION 4.**

Article VI, "International Plumbing Code," of Chapter 10, "Buildings and Regulations," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read follows:

#### "ARTICLE VI. - INTERNATIONAL PLUMBING CODE

#### Sec. 10-231. – Proposed Adoption.

The 2021 edition, of the International Plumbing Code of the International Code Council, as hereinafter amended, is from the effective date hereof, hereby adopted as the plumbing code of the City of Burleson. One copy of such International Plumbing Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-232. – Amendments.

Amendments to the International Plumbing Code adopted herein are as follows:

- (2) Section 102.8; amend to read as follows:
  - **102.8 Referenced code and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extend of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 or the National Electric Code (NEC) shall mean the Electrical Code as adopted.
- (3) Section 109.2 and 109.3; amend to read as follows:

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**106.6.2 Fee schedule.** The fees for all plumbing work shall be as indicated in the following schedule: (JURISDICTION TO INSERT APPROPRIATE SCHEDULE) adopted by resolution of the governing body of the jurisdiction.

**106.6.3 Fee Refunds.** The code official shall <u>establish a policy for authorize authorizing</u> the refunding of fees as follows. {Delete balance of section}

#### (4) Section 114; delete entire section and insert the following:

#### SECTIOIN 114 MEANS OF APPEAL

<u>109.1 Application for appeal.</u> Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

#### (5) Section 305; amend to read as follows:

**305.1 Protection against contact.** Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material plastic. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

#### (6) Section 305.4.1; amend to read as follows:

**305.4.1 Sewer depth.** Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

#### (7) Section 306.2.4: added to read as follows:

306.2.4 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

#### (8) Section 314.2.1; amend to read as follows:

**314.2.1** *Condensate disposal*. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal . . . {text unchanged} . . . Condensate shall not discharge into a street, alley, <u>sidewalk</u>, <u>rooftop</u>, or other areas so as to cause a nuisance.

#### (9) Section 314.2.2; amend to read as follows:

**314.2.2 Drain pipe materials and sizes.** Components of the condensate disposal system shall be cast iron, galvanized steel, copper, cross-link polyethylene, polybutylene, polyethylene, ABS, CPVC, or PVC pipe or tubing when exposed to ultra violet light. All

components shall be selected for the pressure, and temperature, and exposure rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of Chapter 7 relative to the material type. Condensate waste and drain line size shall not be less than ¾ inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 314.2.2. All horizontal sections of drain piping shall be installed in uniform alignment at a uniform slope.

#### (10) Section 409.2; amend to read as follows:

**409.2 Water connection.** The water supply to a <u>commercial</u> dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. (Remainder of section unchanged)

#### (11) Section 412.4; amend to read as follows:

412.4 <u>Required location for floor drains</u> <u>Public laundries and central washing facilities</u>. <u>Floor drains shall be installed in the following areas:</u>

- <u>1.</u> In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
- 2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the code official may accept floor sinks.
- 3. Public restrooms.

#### (12) Section 421.7; add section to read as follows:

**421.7 Test for shower receptors.** Shower receptors shall be tested for water tightness by filling with water to the level of the rough threshold. The drain shall be plugged in a manner so that both sides of pans shall be subjected to the test at the point where it is clamped to the drain.

#### (13) Section 502.3; amend to read as follows:

502.3 Appliances in attics. Attics containing a water heater shall be provided . . . {bulk of paragraph unchanged} . . . side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions be not less than 20 inches by 30 inches(508mm by 762mm) where such dimensions are large enough to allow removal of the water heater. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

- 1. A permanent stair.
- 2. A pull down stair with a minimum 300 lb (136 kg) capacity.
- 3. An access door from an upper floor level.
- 4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

#### (14) Section 502.6; add Section 502.6 to read as follows:

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502.6 Water heaters above ground floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10-gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

#### (15) Section 504.6; amend to read as follows:

**504.6 Requirements for discharge piping.** The discharge piping serving a pressure relief valve, temperature relief valve, or combination thereof shall:

- 1. Not be directly connected to the drainage system.
- 2. Discharge through an air gap. <del>located in the same room as the water heater.</del>
- 3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
- 4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.
- 5. Discharge to the floor, to an indirect waste receptor or to the outdoors.
- 6. Discharge in a manner that does not cause personal injury or structural damage.
- 7. Discharge to a termination point that is readily observable by the building occupants.
- 8. Not be trapped.
- 9. Be installed so as to flow by gravity.
- 10. Terminate not more than 6 inches above and not less than two times the discharge pipe diameter above the floor or flood level rim of the waste receptor.
- 11. Not have a threaded connection at the end of such piping.
- 12. Not have valves or tee fittings.
- 13. Be constructed of those materials listed in Section 605.4 or materials tested, rated and *approved* for such use in accordance with ASME A112.4.1.

#### (16) Section 504.7.1; amend to read as follows:

**504.7.1 Pan size and drain to read as follows:** The pan shall be not less than 1½ inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4 Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufacturers installation instructions and installed with those instructions.

#### (17) Section 608.1; amend to read as follows:

**608.1 General.** A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from non-potable liquids, solids, or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to <u>applicable local regulations</u>, Table 608.1, except and as specifically stated in Sections 608.2 through 608.16.10.

#### (18) Section 608.17.5; amend to read as follows:

**608.17.5** Connections to lawn irrigation systems. The potable water supply to law irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-

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type vacuum breaker, <u>a double-check assembly</u> or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

#### (19) Section 608.18; amend to read as follows:

**608.18 Protection of individual water supplies.** An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with <u>applicable local regulations</u>. Installation shall be in accordance with <u>Sections 608.17.1 through 608.17.8</u>.

- (20) Section 703.6; Delete section.
- (21) Section 704.5; add section to read as follows:

**704.5 Single stack fittings.** Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a nationally recognized standard.

#### (22) Section 712.4; add Section 712.4.3 to read as follows:

712.4.3 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

(23) Section 713, 713.1; change to read as follows:

#### SECTION 713 ENGINEERED <del>COMPUTERIZED</del> DRAINAGE DESIGN

**713.1 Design of drainage system.** The sizing, design and layout of the drainage system—shall be permitted to be designed by a <u>registered engineer using approved computer</u>—design methods.

#### (24) Section 903.1.1; amend to read as follows:

903.1.1 Roof extension. Open vent pipes that extend through a roof shall terminate not less than six (6) inches (152mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck, or similar purpose, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

(25) Section 1202.1; delete Exceptions 1 and 2."

#### **SECTION 5.**

Article VII, "International Mechanical Code," of Chapter 10, "Buildings and Regulations," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ARTICLE VII. - INTERNATIONAL MECHANICAL CODE

Sec. 10-261. - Proposed Adoption.

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The 2021 edition of the International Mechanical Code of the International Code Council as herein after amended, is from the effective date hereof, hereby adopted as the mechanical code of the City of Burleson. Once copy of such International Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-262. – Amendments.

Amendments to the International Mechanical Code adopted herein are as follows:

#### (1) Section 102.8; amend to read as follows:

**102.8 Referenced Codes and Standards.** The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standards shall be considered to reference the adopted amendments. Any reference to NFPA 70 or the *National Electrical Code* (NEC) shall mean the Electrical Code as adopted.

#### (2) Section 114; amend to read as follows:

114 Means of Appeals. Delete entire section.

#### (3) Section 306.3; amend to read as follows:

**306.3 Appliances in Attics**. Attics containing appliances shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the larges appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

- 1. A permanent stair.
- 2. A pull down stair with a minimum 300 lb. (136 kg) capacity.
- 3. An *access* door from an upper floor level.
- 4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

#### **Exceptions:**

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed . . . { remainder of section unchanged}.

#### (4) Section 306.5; amend to read as follows:

**306.5 Equipment and Appliances on Roofs or Elevated Structures.** Where *equipment* requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof access need not extend closer than 8 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such *access* shall . . . {bulk of section to read the same} . . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent

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slope) . . . {bulk of section to read the same}.

#### (5) Section 306.5.1; amend to read as follows:

**306.5.1 Sloped Roofs.** Where appliances, *equipment*, fans, or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such cleats spaced not more than 16 edge, a catwalk at least 16 inches in width with substantial inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the International Building Code.

#### (6) Section 306; add Section 306.6 to read as follows:

<u>306.6 Water Heaters Above Ground or Floor.</u> When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10-gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and the water heater installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

#### (7) Section 403.2.1; add item 5 to read as follows:

5. Toilet rooms within private dwellings that contain only a water closet, lavatory, or combination thereof may be ventilated with an *approved* mechanical recirculating fan or similar device designed to remove odors from the air.

#### (8) Section 501.3; add an exception to read as follows:

**501.3 Exhaust Discharge.** The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

#### **Exceptions:**

- 1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.
- 2. Commercial cooking recirculating systems.
- 3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.
- 4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present."

#### **SECTION 6.**

Article IX, "International Fuel Gas Code," of Chapter 10, "Buildings and Regulations," of the

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Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ARTICLE IX. – INTERNATIONAL FUEL GAS CODE

#### Sec. 10-321. – Proposed Adoption.

The 2021 edition of the International Fuel Gas Code of the International Code Council as hereinafter amended is from the effective date hereof, hereby adopted as the fuel gas code of the City of Burleson. One copy of such International Fuel Gas Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-322. – Amendments

Amendments to the International Fuel Gas Code adopted herein are as follows:

#### (1) Section 102.2; add an exception to read as follows:

**Exception**. Existing dwelling units shall comply with Section 621.2.

#### (2) Section 102.8; amend to read as follows:

**102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions, of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

#### (3) Section 109.2 amend to read as follows:

**109.2** Fee Schedule. The fees for all fuel gas work shall be as adopted by resolution of the governing body of the jurisdiction.

#### (4) Section 306.3; amend to read as follows:

[M] 306.3 Appliances in attics. Attics containing appliances requiring access shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and or larger where such dimensions are not large enough to allow re3moval of the larges appliance. A walkway to an appliance shall be rated as a floor as approved by the building official. As a minimum, for access to the attic space, provide one of the following:

- 1. A permanent stair.
- 2. A pull down stair with a minimum of 300 lb (136 kg) capacity.
- 3. An access door from an upper floor level.
- 4. Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

#### **Exceptions:**

1. The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening.

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2. Where the passageway is not less than . . . {bulk of section to read the same}.

#### (5) Section 306.5; amend to read as follows:

[M] 306.5 Equipment and appliances on roofs or elevated structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an a permanent interior or exterior means of access shall be provided. Permanent exterior ladders providing roof *access* need not extend closer than 8 ft. to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such access shall . . . {bulk of section to read the same} . . . on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope) . . . {bulk of section to read the same}.

#### (6) Section 306.5.1; amend to read as follows:

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25 percent slope) or greater on roofs having slopes greater than 4 units vertical in 12 units horizontal and having an edge more than 30 inches (762 mm) above grade at such edge, a <u>catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to the level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair, or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.</u>

# (7) Section 306; add Section 306.7 with exception and subsection 306.7.1 to read as follows:

Section 306.7 Water heaters above ground or floor. When the attic, roof, mezzanine, or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger when approved by the *code* official) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

Section 306.7.1 Illumination and convenience outlet. Whenever the mezzanine or platform is not adequately lighted or *access* to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with Section 306.3.1.

#### (8) Section 401.5; add a second paragraph to read as follows:

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure and an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

#### (9) Section 402.3; add an exception to read as follows:

Exception: Corrugated stainless steel tubing (CSST) shall be a minimum of \(\frac{1}{2}\)' (18 EHD).

#### (10) Section 404.12; amend to read as follows:

**404.12 Minimum burial depth.** Underground piping systems shall be installed a minimum depth of 12 18 inches (305 458 mm) top of pipe below grade, except as provided for in Section 404.10.1.

#### (11) Section 404.12.1; amend to read as follows:

**404.12.1** *Individual outside appliances.* Individual lines to outside lights, grills or other appliances shall be installed a minimum of 8 12 inches (203 305 mm) top of pipe below finished grade, provided that such installation is approved and is installed in locations not susceptible to physical damages.

#### (12) Section 406.4; amend to read as follows:

**406.4 Test pressure measurement.** Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.

#### (13) Section 406.4.1; amend to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but no less than 3-3psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope guage, irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater 40han 50 percent of the specified minimum yield strength of the pipe. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welding, piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

<u>Diaphragm gauges used for testing must display a current calibration and be in good working condition.</u> The appropriate test must be applied to the diaphragm gauge used for testing.

#### (14) Section 409.1; add Section 409.1.4 to read as follows:

409.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an *approved* termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength an quality, and located at intervals so as to prevent or damp out excess vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be

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designed and installed so they will not be disengaged by movement of the supporting piping.

#### (15) Section 410.1; add a second paragraph and exception to read as follows:

<u>Access</u> to regulators shall comply with the requirements for <u>access</u> to appliances as specified in Section 306.

<u>Exception:</u> A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

#### (16) Section 621.2; add exception as follows:

**621.2 Prohibited use.** One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

<u>Exception:</u> Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

#### (17) Section 624.1.1; amend to read as follows:

**624.1.1 Installation requirements.** The requirements for water heaters relative <u>access</u>, sizing, relief valves, drain pans and scald protection shall be in accordance with the *International Plumbing Code*."

#### **SECTION 7.**

Article X, "International Energy Conservation Code," of Chapter 10, "Buildings and Regulations," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ATICLE X. - INTERNATIONAL ENERGY CONSERVATION CODE

#### Sec. 10-351. – Proposed Adoption

The 2021 edition of the International Energy Conservation Code of the International Code Council, as hereinafter amended, is from the effective date hereof herby adopted as the energy conservation code of the City of Burleson. One copy of such International Energy Conservation Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### **Sec. 10-352. – Amendments**

Amendments to the International Energy Conservation Code adopted herein are as follows:

#### (1) Section C102/R102; add Section C102.1.2 and R102.1.2 to read as follows:

C102.1.2 Alternative Compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 Alternative compliance. A building certified by national, state, or local accredited

energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

## (2) Section 105.2 Required Inspections; Changed numbering and to read as follows: R105.2.1 Footing and foundation inspection.

Inspections associated with footings and foundations shall verify compliance with the code as to R-value, location, thickness, depth of burial and protection of insulation as required by the code and approved plans and specifications.

#### R105.2.2 Framing and Air Barrier rough-in inspection.

Inspections at framing and rough-in shall be made before application of interior finish insulation and shall verify compliance with the code as to: types of insulation and corresponding R values and their correct location and proper instillation; fenestration properties such as U factor and SHGC and proper instillation; air leakage controls as required by the code; and approved plans and specifications.

#### R105.2.3 Insulation and Fenestration rough-in inspection.

Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding R-values and their correct location and proper installation; fenestration properties such as U-factor and SHGC and proper installation.

#### R105.2.34 Plumbing rough-in inspection.

Inspections at plumbing rough-in shall verify compliance as required by the code and approved plans and specifications as to types of insulation and corresponding R-values and protection and required controls.

#### R105.2.45 Mechanical rough-in inspection.

Inspections at mechanical rough-in shall verify compliance as required by the code and approved plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding R-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency.

**Exception:** Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

#### R105.2.56 Final inspection.

The building shall have a final inspection and shall not be occupied until approved. The final inspection shall include verification of the installation of all required building systems, equipment and controls and their proper operation and the required number of high-efficacy lamps and fixtures.

#### (3) Section C202 and R202; add the following definition:

**PROJECTION FACTOR:** The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

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#### (4) Section R202; add the following definition:

**DYNAMIC GLAZING:** Any fenestration product that has the fully reversible ability to change its performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

#### (5) Section R401.2.5 Additional Energy efficiency; deleted in its entirety.

#### (6) Table 402.1.2 Maximum Assembly/Climate Zone items: amend table as follows.

Climate Zone	Fenestration U-Factor <sup>f</sup>	Ceiling U-Factor
2	.40	<del>0.26</del> -0.29
3	<del>0.30</del> 0.32	<del>0.26</del> -0.29

#### (7) Table 402.1.3 Insulation/Climate Zone items: amend table as follows.

Climate Zone	Fenestration U-Factor <sup>b,i</sup>	Ceiling R-Value	Wood Frame Wall R-Value	Slab R-Value & Depth
2	.40	<del>49</del> -42	13 or 0 + 10	0
3	<del>0.30</del> 0.32	<del>49</del> -42	19 or 13+ <del>5</del> 3ci, 0+15	<del>10ci, 2 ft</del> 0

# (8) Section R402.4.1 Building thermal envelope; add section R402.4.1.4 to read as follows

R402.4.1.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R402.4.1.2 or R402.4.1.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

# (9) Section R402.4.6 Electrical and Communication outlet boxes. Delete after the first sentence to read as follows.

R402.4.6 Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces. Electrical and communication outlet boxes shall be tested in accordance with NEMA OS 4, Requirements for Air-Sealed Boxes for Electrical and Communication Applications, and shall have an air leakage rate of not greater than 2.0 cubic feet per minute (0.944 L/s) at a pressure differential of 1.57 psf (75 Pa). Electrical and communication outlet boxes shall be marked "NEMA OS 4" or "OS 4" in accordance with NEMA OS 4. Electrical and communication outlet boxes shall be installed per the manufacturer's instructions and with any supplied components required to achieve compliance with NEMA OS 4.

#### (10) Section R403.3 Ducts; add section R403.3.8 to read as follows

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R403.3.8 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.3.5, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that exceeds the maximum duct leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

- (11) Section R403.6 Mechanical Ventilation; add section R403.6.4 to read as follows R403.6.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.6.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that does not meet the minimum ventilation rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.
- (12) Section R404.2 Interior Lighting Controls; deleted in its entirety.
- (13) R405.2 Performance-based compliance. Added to underlined to read as follows.

R405.2 Performance-based compliance. Compliance based on total building performance requires that a *proposed design* meets all of the following:

1. The requirements of the sections indicated within Table R405.2.

by the bulding official.

follows:

- 2. The building thermal envelope greater than or equal to levels of efficiency and solar heat gain coefficients in Table R402.1.1 or R402.1.3 of the 2009 *International Energy Conservation Code*
- 3. An annual energy cost that is less than or equal to the annual energy cost of the <a href="2021\_standard reference design">2021\_standard reference design</a> or 8% less than the annual energy cost of the <a href="2018\_standard reference design">2018\_standard reference design</a>. Energy prices shall be taken from a source <a href="approved">approved</a> by the <a href="code official">code official</a>, such as the Department of Energy, Energy Information Administration's State Energy Data System Prices and Expenditures reports. Code officials shall be permitted to require time-of-use pricing in energy cost calculations.

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of *conditioned floor area* shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

# (14) **Section R405.6.2; add the following sentence to the end of the paragraph:** Acceptable performance software simulation tools may include, but are not limited to, REM Rate <sup>TM</sup>, Energy Gauge and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered

(15) Table R406.4 MAXIMUM ENERGY RATING INDEX; amend to read as

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# TABLE R406.4<sup>1</sup> MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	<del>52-</del> 63
3	<del>52-</del> 63

<sup>&</sup>lt;sup>1</sup> This table is effective until August 31, 2022.

#### TABLE R406.42 MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	<del>52</del> 59
3	<del>52</del> 59

<sup>&</sup>lt;sup>2</sup> The table is effective from September 1, 2022 to August 31, 2025.

#### TABLE R406.43 MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	<del>52</del> 57
3	<del>52</del> 57

<sup>2</sup> This table is effective from September 1, 2025 to August 31, 2028.

# TABLE R406.4 (N1106.4) <sup>3</sup> MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX	
2	<del>52</del> 55	
3	<del>52-</del> 55	

<sup>&</sup>lt;sup>4</sup> This table is effective on or after September 1, 2028."

#### **SECTION 8.**

Article XI, "Swimming Pools," of Chapter 10, "Buildings and Regulations," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ATICLE XI. – INTERNATIONAL SWIMMING POOL AND SPA CODE"

#### Sec. 10-381. – Proposed Adoption

The 2021 edition of the International Swimming Pool and Spa Code of the International Code Council, as hereinafter amended, is from the effective date hereof herby adopted as the swimming pools code of the City of Burleson. One copy of such International Swimming Pool and Spa Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-382. – Amendments

Amendments to the International Energy Conservation Code adopted herein are as follows:

#### (1) Section 102.9; Change to read as follows:

**Section 102.9 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to:

- 1. Texas Department of State Health Services (TDSHS); Standards for Public Pools and Spas; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two-family dwellings or townhouses).
- 2. Texas Department of Licensing and Regulation (TDLR); 2012 Texas Accessibility Standards (TAS), TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with 2012 TAS, Section 242. (TAS rules do not apply to pools serving one- and two-family dwellings or townhouses).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

#### (2) Section 113.4 Violation penalties; Changed to read as follows:

113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate issued under the provisions of this code <u>may be punishable for each day of the violation set forth by the *authority having jurisdiction*. , shall be guilty of a [SPECIFY OFFENSE], punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [NUMBER OF DAYS], or both such a fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.</u>

#### (3) Section 305; Change to read as follows:

#### 305.1 General.

The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In only one-and two-family dwellings and townhouses,-where spas or hot tubs are equipped with a lockable safety cover complying with <u>ASTM F1346</u> and swimming pools are equipped with a powered safety cover that complies with <u>ASTM F1346</u>, the areas where those spas, hot tubs or pools are located shall not be required to comply with <u>Sections</u> 305.2 through 305.7

#### (4) Add subsection 305.2.7.1; to read as follows:

<u>305.2.7.1 Chain link fencing prohibited.</u> Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

#### (5) Section 305.4 structure wall as a barrier; Changes as follows:

**305.4 Structure wall as a barrier.** Where a wall of a dwelling or structure of a one- and two-family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or

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windows provide direct access to the pool or spa through that wall, one of the following shall be required:

- 1. Remainder Unchanged
- 2. Remainder Unchanged
- 3. Remainder Unchanged
- 4. Remainder unchanged
- 5. Remainder unchanged

Remainder unchanged

#### (6) Section 305.6; Change to read as follows:

**305.6** Natural barriers used in a one- and two-family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

#### (7) Section 307.1.4 Accessibility; Add exception to Section to 307.1.4 as follows:

<u>Exception:</u> Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter

#### (8) Section 307.2.2.2; add to read as follows:

Section 307.2.2.2. Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

#### Exception:

A sealed engineered design drawing of the proposed new structure shall be submitted for approval

#### (9) Section 310; Change to read as follows:

**310.1 General**. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 (ANSI/PHTA/ICC 7) or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190.

#### (10) Section 402.12; Change to read as follows:

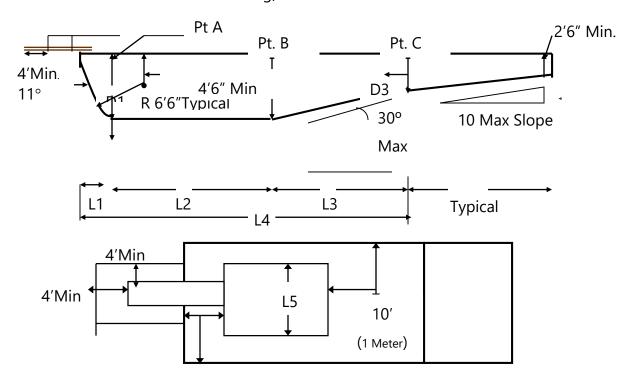
**402.12 Water envelopes.** The minimum diving water envelopes shall be in accordance with Table 402.12 <u>Texas department of State Health services</u>, <u>Administrative Code Title 25</u>, <u>Chapter 265</u>, <u>Section 186 (e) and Figure: 25 TAC</u> **256.186 (e) (6).** (Delete Table 402.12 and Figure 402.12)

ADD: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.

L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plummet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plummet to Adjacent Plummet	10 ft.	10 ft.	10 ft.

H (Overhead Obstruction or Ceiling)



#### (11) Section 310; Change to read as follows:

Tread dimensions and area. Treads shall <u>have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches.</u> not be less than 24 inches (607mm) at the leading edge. Treads shall have an unobstructed surface area of not less than 240 square inches (154838mm2) and an unobstructed horizontal depth of not less than 10 inches (254 mm) at the center line.

**Risers.** Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero except for the bottom riser, shall have a uniform height of not greater than 12 inches (305 mm) measured at the center line. The bottom riser height is allowed to vary to the floor.

#### (12) Section 411.5.1 & 411.5.2; Change to read as follows:

**Swimouts.** Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

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- 1. Unchanged
- 2. Unchanged
- 3. Unchanged
- 4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

**Underwater seats and benches.** Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

- 1. Unchanged
- 2. Unchanged
- 3. Unchanged
- 4. Unchanged
- 5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.
- 6. Unchanged
- 7. Unchanged

#### (13) Section 610.5.1; Change to read:

610.5.1 Uniform height of 9 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 9 10 inches (229 254 mm). The bottom riser height shall be permitted to vary from the other risers.

#### (14) Section 804 Diving Water Envelopes; Change to read as follows:

**Section 804.1 General.** The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

#### **SECTION 9.**

Chapter 10, "Buildings and Regulations," Article XIV, "International Existing Building Code" of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

#### "ATICLE XIV. - INTERNATIONAL EXISTING BUILDING CODE

#### Sec. 10-491. – Proposed Adoption

The 2021 edition of the International Existing Building Code of the International Code Council, as hereinafter amended, is from the effective date hereof herby adopted as the Existing Building code of the City of Burleson. One copy of such International Existing Building Code is incorporated herein by reference and shall have been filed for permanent record and inspection in the office of the city secretary.

#### Sec. 10-492. – Amendments

Amendments to the International Existing Building Code adopted herein are as follows:

#### (1) Section 102.4; change to read as follows:

**102.4 Referenced codes and standards.** The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2. {No change to rest of section.}

#### (2) Section 202; amend definition of Existing Building as follows:

**Existing Building -** A building, structure, or space with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use. erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.

#### (3) Section 202; amend definition of Existing Structure as follows:

**Existing Structure.** A <u>building</u>, structure, <u>or space</u>, with an approved final inspection issued under a code edition which is at least 2 <u>published code</u> editions preceding the currently adopted building code; a <u>building</u>, structure or space that is undergoing a change of occupancy or use. erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.

#### (4) Section 306.1; add exceptions to read as follows:

#### **Exceptions:**

- 1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.
- 2. If the cost of the project is less than \$50K, it must comply with ICC A117.1, or it shall be reviewed and inspected to the Texas Accessibility Standards by a Registered Accessibility Specialist.

#### (5) Section 306.2; add exception to read as follows:

Exception: Projects subject to the Texas Accessibility Standards as adopted by the Texas Department of Licensing and Regulation are exempt from this section. Projects with a valuation of less than \$50,000.00 (which are subject to the Texas Accessibility Standards) may be accepted as equivalent to this section where reviewed and inspected to the Texas Accessibility Standards by a Texas Department of Licensing and Regulation Registered Accessibility Specialist when a plan review report and a compliant inspection report are provided to the building code official.

#### (6) Section 306.5.1; add to read as follows:

<u>306.5.1 Complete change of occupancy.</u> Where an entire building undergoes a change of occupancy, it shall comply with Section 305.4.1 and shall have all of the following accessible features:

- 1. Not fewer than one accessible building entrance.
- 2. Not fewer than one accessible route from an accessible building entrance to primary function areas.

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- 3. Signage complying with Section 1111 of the International Building Code.
- 4. Accessible parking, where parking is being provided.
- 5. Not fewer than one accessible passenger loading zone, where loading zones are provided.
- 6. Not fewer than one accessible route connecting accessible parking and accessible passenger loading zones to an accessible entrance.
- 7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the International Building Code.

Where it is technically infeasible to comply with the new construction standards for any of these requirements for a change of group or occupancy, Items 1 through 6 shall conform to the requirements to the maximum extent technically feasible.

**Exception**: The accessible features listed in Items 1 through 6 are not required for an accessible route to Type B units.

#### (7) Section 406.1; add a code reference to read as follows:

**406.1 Material.** Existing electrical wiring and equipment undergoing repair shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

#### (8) Section 503.16; add exception to read as follows:

**Exception:** Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

#### (9) Section 504.1.2; change to read as follows:

**504.1.2 Existing fire escapes.** Existing fire escapes shall continue to be accepted as a component in the means of egress in existing buildings only. <u>Existing fire escapes shall be permitted to be repaired or replaced.</u>

#### (10) Section 504.1.3; delete this section:

**504.1.3** New fire escapes. New fire escapes for existing buildings shall be permitted only where exterior stairways cannot be utilized due to lot lines limiting stairway size or due to the sidewalks, alleys, or roads at grade level. New fire escapes shall not incorporate ladders or access by windows.

#### (11) Section 702.4; add exception 2 to read as follows:

2. Operable windows with openings that are provided with window fall prevention devices that comply with ASTM F2090.

#### (12) Section 702.7; add a code reference to read as follows:

**702.7 Materials and methods.** <u>All</u> new work shall comply with the materials and methods requirements in the International Building Code, International Energy Conservation Code, International Mechanical Code, <u>National Electrical Code</u>, and International Plumbing Code, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

#### (13) Section 803.1; add sentence to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject work area, and if the work area

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includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

#### (14) Section 803.2.6; change exception to read as follows:

**Exception:** Supervision is not required where the Fire Code does not require such for new construction. for the following:

- 1. Underground gate valve with roadway boxes.
- 2. Halogenated extinguishing systems.
- 3. Carbon dioxide extinguishing systems.
- 4. Dry- and wet-chemical extinguishing systems.

Automatic sprinkler systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic and automatic sprinkler systems and a separate shutoff valve for the automatic sprinkler system is not provided

#### (15) Section 803.3; change section to read as follows:

**803.3 Standpipes.** Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements. {Delete rest of Section 803.3.}

#### (16) Section 804.2; delete Exception #1 as follows:

Exceptions: 1. Where the work area and the means of egress serving it complies with NFPA101.

2. [Remain unchanged]

#### (17) Section 804.4.1.2; change to read as follows:

**804.4.1.2** Fire Escapes required. For other than Group I-2, where more than one exit is required, an existing or newly constructed fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

#### (18) Section 804.4.1.2.1; change to read as follows:

#### 804.4.1.2.1 Fire Escape access and details - ...

- 1. [Remain unchanged]
- 2. Access to a new-fire escape shall be through a door...
- 3. Newly constructed fire escapes shall be permitted only where exterior stairways cannot be utilized because of lot lines limiting the stairway size or because of the sidewalks, alleys, or roads at grade level.
- 4. [Remain unchanged]
- 5. In all buildings of Group E occupancy up to and including the 12<sup>th</sup> grade, buildings of Group I occupancy, <u>rooming boarding houses</u>, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

#### (19) Section 804.6.2 Transoms; add language to read as follows:

**804.6.2 Transoms.** In all buildings of <u>Group B, E, I-1, I-2, R-1</u> and R-2 occupancies, ....[Remainder unchanged]

#### (20) Section 904.1; add sentence to read as follows:

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the *work area* shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject *work area*, and if the *work area* includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

#### (21) Section 904.1.1; change to read as follows:

**904.1.1 High-rise buildings.** An automatic sprinkler system shall be provided in work areas of where the high-rise buildings. has a sufficient municipal water supply for the design and installation of an automatic sprinkler system at the site.

#### (22) Section 1011.2.1: change to read as follows:

**1011.2.1 Fire sprinkler system**. Where a change in occupancy classification occurs or where there is a *change of occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

- 1. Nonrated permanent partition and horizontal assemblies.
- 2. Fire partition.
- 3. Smoke partition.
- 4. Smoke barrier.
- 5. Fire barrier, as required by Section 707 of the IBC.
- 6. Fire wall, as required by Section 706 of the IBC.

#### Exceptions: [Remain unchanged.]

#### (23) Section 1102.2.1; add to read as follows:

1102.2.1 Fire Separations. Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

#### (24) Section 1301.3.2; change to read as follows:

**1301.3.2** Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code. and International Property Maintenance Code.

## (25) Section 1509; delete Section 1509.1 through 1509.5 and add Section 1509.1 to read as follows:

**1509.1** When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. The water supply design and the timing of the water supply installation relative to building construction shall comply with the adopted Fire Code."

#### SECTION 10. 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 two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided

by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

#### SECTION 11. 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 12. 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 13. SAVINGS CLAUSE

All rights and remedies of the City of Burleson, Texas, are expressly saved as to any and all violations of the provisions of any ordinances affecting building construction, building codes, fire codes, plumbing codes, mechanical codes, electrical codes, residential codes, energy conservation codes, fuel gas codes, permit issuance, or contractor registration within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

#### SECTION 14. 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 15. 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 16. 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.

AND IT IS SO ORDAINE	ED.		
PASSED AND APPROV	ED the	day of _	, 20
First Reading:	the	day of	, 20
Final Reading:	the	day of	
ATTEST:			Chris Fletcher, Mayor City of Burleson, Texas APPROVED AS TO FORM:
Amanda Campos, City Secretary		E. Allen Taylor, Jr., City Attorney	



#### **City Council Regular Meeting**

**DEPARTMENT:** Fire

FROM: Rob Moore, Battalion Chief

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of an ordinance amending Article V "International Fire Code" of Chapter 38 "Fire Prevention and Protection" of the City of Burleson Code of Ordinances by adopting the 2021 edition of the International Fire Code and providing for modifications of the code to incorporate local amendments. (Final Reading) (Staff Contact: Rob Moore, Battalion Chief)

#### **SUMMARY:**

The City of Burleson will be transitioning from the 2015 International Fire Code to the 2021 International Fire Code. The City of Burleson is currently operating under the 2015 International Fire Code. This transition will provide the necessary code updates to keep up with safety standards.

#### **OPTIONS:**

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

#### **RECOMMENDATION:**

Staff recommendations adopting the 2021 International Fire Code and amendments.

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

City staff held a town hall in Council Chambers on August 17<sup>th</sup>. The purpose of this meeting was to provide the developer community an opportunity to meet with city staff regarding the process changes and ask questions directly. Feedback from the developer community was receptive.

#### FISCAL IMPACT:

N/A

#### **STAFF CONTACT:**

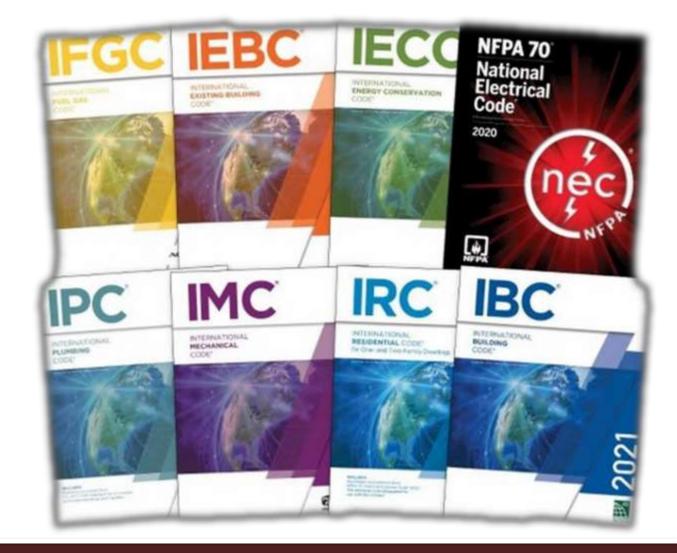
Battalion Chief Rob Moore CRR Section Chief Fire Marshal Rmoore@burlesontx.com



# City of Burleson International Property Maintenance Code (IPMC), Building Codes and Fire Code Updates

# **BACKGROUND**

- The City of Burleson routinely reviews, evaluates and adopts updated property maintenance, building and fire codes.
- As part of our review process, city staff provides code updates to the development and construction community as well as various property maintenance groups.
- The City conducted a stakeholders meeting on August 17<sup>th</sup> to discuss the code updates with developers, builders, contractors and property maintenance companies to receive feedback.





**Update International Property Maintenance** Code (IPMC) to 2021 Edition



# Purpose of the IPMC



The IPMC is a model code that regulates minimum maintenance requirements for existing buildings in the interest of the social and economic welfare of the community.

- Establishes minimum maintenance standards for the following:
  - Structural integrity
  - Equipment
  - Light
  - Ventilation
  - Heating
  - Plumbing
  - Sanitation
  - Fire Safety
  - Occupancy



# The IPMC



# The IPMC provides common-sense minimum standards for a safe and healthy home or business.

## Examples

- Requires working plumbing, no leaks
- Structural members of buildings must be free of deterioration
- No peeling or rotting wood
- Appliances must operate
- No broken windows
- No roof leaks
- Doors properly close and lock
- Handrails and stairs are stable









# **IPMC Examples**

Requires all exterior doors, door assemblies and hardware to be maintained in good condition.



**Before** 



After

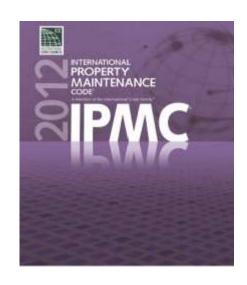


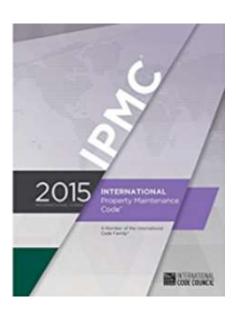


# Background

# International Code Council (ICC) updates Codes every 3 years

- •Burleson adopted the 2009 Edition of IPMC in 2012
- •Burleson adopted the 2015 Edition of IPMC 2017









# Background

#### NCTCOG

#### **Current Regional Amendments**

Recommended Codes and Regional Amendments	<b>Download Format</b>
2021 International Building Code - Regional Amendments	[PDF] [Word]
2021 International Existing Building Code - Regional Amendments	[PDF] [Word]
2021 International Residential Code - Regional Amendments	[PDF] [Word]
2021 International Swimming Pool and Spa Code - Regional Amendments	[PDF] [Word]
2021 International Plumbing Code - Regional Amendments	[PDF] [Word]
2021 International Mechanical Code - Regional Amendments	[PDF] [Word]
2021 International Fuel Gas Code - Regional Amendments	[PDF] [Word]
2021 International Energy Conservation Code - Regional Amendments	[PDF] [Word]
2021 International Fire Code - Regional Amendments	[PDF] [Word]
2018 International Wildland Urban Interface Code Opinion Statement	[PDF] [Word]



Recommended Amendments to the 2021

International Existing Building Code

North Central Texas Council of Governments Region

The following sections, paragraphs, and sentences of the 2021 International Existing Building Code are hereby amended as follows: Standard type is text from the IEBC. Underlined type is text inserted. Lined through type is deleted text from IEBC. A double asterisk (\*\*) at the beginning of a section identifies an amendment carried over from the 2018 edition of the code and a triple asterisk (\*\*\*) identifies a new or revised amendment with the 2021 code.

\*\*Section 1301.3.2; change to read as follows:

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code. and International Property Maintenance Code.

(Reason: NCTCOG does not currently recommend, nor review the IPMC for recommended amendments at this time.)

City	Current Edition of IPMC	Adoption Date	Expected Update
Allen	No ICC IPMC - City Code	N/A	N/A
Arlington	No ICC IPMC - City Code	N/A	N/A
Bedford	No ICC IPMC - City Code	N/A	N/A
Benbrook	2018	7/15/2021	unknown
Carrollton	No ICC IPMC - City Code	N/A	N/A
Cedar Hill	No ICC IPMC - City Code	N/A	N/A
Cleburne	2015	11/27/2018	unknown
Coppell	2015	4/11/2017	unknown
Denton	No ICC IPMC - City Code	N/A	N/A
Euless	2021	10/11/2022	N/A
Ft. Worth	No ICC IPMC - City Code	N/A	N/A
Frisco	2021	11/15/2022	N/A
Grand Prairie	2021	12/14/2021	N/A
McKinney	2018	1/7/2020	unknown
Mesquite	2018	5/2/2022	unknown
North Richland Hills	No ICC IPMC - City Code	N/A	N/A
Plano	2018	11/26/2018	unknown
Southlake	2021	4/5/2022	N/A
BURLESON	2015	1/3/2017	2023

# Code Compliance



# 2021 IPMC Changes

# 1 New Definition

Emergency Escape and Rescue Opening - An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.



# Section 602 -Heating Facilities

The installation of one or more portable space heaters shall not be used to achieve compliance with this section. (maintain room temperature 68 F)



# 3 Provide a Means for an Appeal





# **Proposed City Amendments**



## 5. Delete definition of Inoperable Motor Vehicles

Conflicts with current definition in Chapter 34 of the Code of Ordinance



6. Amend Section for Motor Vehicles - Conflicts with Chapter 34 relative to repairing a vehicle on residential property

Keep IPMC language relative to painting vehicle on residential property because City code does not address this nuisance specifically



## 7. Delete Section on Swimming Pools and Spas

Swimming pools and spas code already exist in Chapter 10 of Code of Ordinances.

# Comparison



### IPMC - Conflict- recommend to Delete

Section 202 - General Definitions

**Inoperable Motor Vehicle Definition** 

A vehicle that cannot be driven upon the public street for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

# BURLESON Code of Ordinance

### Inoperable Vehicle Definition

Incapable of being propelled on its own power due to dismantling, disrepair, or some other cause.



## Comparison



### IPMC – Conflict – Recommend to Delete a large portion of this section

Section 302. 8 - Motor Vehicles

Except as provided for in other regulations, inoperative or unlicensed motor vehicle shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being striped or dismantles. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such services.

# BURLESON

### **Code of Ordinance**

#### Section 34-31 Specific nuisances

(15) The parking, storing, or standing of an inoperable vehicle.

#### Exception:

a. Each single-family or two-family residence may park, store, or stand not more than one inoperable vehicle provided the vehicle is screened from view in all directions by a permanent screening fence of masonry and/or wood of redwood, cedar, or other wood material that is approved for outdoor application, not less than six feet in height.

**b.** Each single-family or two-family residence is permitted to park, store, or stand the one inoperable vehicle referenced in subsection (a) in public view while that vehicle is awaiting repair or in the process of being repaired for a period not to exceed 15 days.



## **Building Permits and Inspections**

# **Building Codes Update**

## **BACKGROUND**

The City of Burleson has adopted model codes from the International Code Council (ICC), with local amendments, as the construction codes for the City since adopting the 2000 editions on December 27, 2001. These model codes are reviewed every three years and changes are codified and published for local adoption. The 2021 edition of ICC codes are the latest published version offered for adoption.

Construction codes change with the development of new products, material, construction methods, technology and as a result of evaluation of natural and manomade disasters. Adoption of the current codes has a positive impact on the City's ISO rating.

The City of Burleson local amendments are based on the amendments recommended for regional adoption by the North Central Texas Council of Governments and our local practices. The proposed local amendments are formulated with consideration of feedback from the building community.

The construction code ordinances will have an effective date of November 2, 2023. Any application submitted prior to that date may conform to the current adopted codes or the proposed updated codes.

North Central Texas

Council of Governments

## **BACKGROUND**

- On February 23, 2023 a notice and draft copy was sent out to the members of the Building Codes and Standards Board, but staff was unable to field a quorum due to member vacancies. Additionally, staff provided this information to active home builders, contractors, and the Burleson Independent School District notifying them of the intent to update the adopted building codes.
- Staff received questions from a home builder that wanted to know if we would be providing a list of changes from the current adopted codes to the new codes. Staff also met with a Building Codes and Standards Board member to go over the proposed amendments and answer their questions.
- Staff sent out another notice on July 31, 2023 regarding the building code update and an invitation to attend a roundtable meeting on August 17, 2023. The meeting invitation was sent out to 85 recipients from the building community. Staff received notice from 15 recipients that they would attend the meeting and 8 attendees were present during the meeting, including the Mayor and Mayor Pro-Tem.
- During the meeting staff presented the proposed amendments to the new codes and a list of changes
  related to residential construction. The attendees were given an opportunity to ask questions regarding
  the proposed changes with none being asked.

# **Building Codes & ISO**

- Insurance Services Office, Inc (ISO) is responsible for evaluating all jurisdictions that have a building code
  enforcement department. The ISO uses the Building Code Effectiveness Grading Schedule (BCEGS) to
  recognize the building codes in effect in the jurisdiction and how your community enforces its building codes.
- The concept of the BCEGS is municipalities with well-enforced, up-to-date codes should experience less loss, and insurance rates can reflect that. A rating or score of 1 is the best possible result and a score of 9 is the worst possible result.
- Code adoption and enforcement account for 54% of the grading used to determine the city's classification. Plan review and field inspections each contribute 23% for the remaining 46%.
- Burleson's last evaluation occurred on March 25, 2019. Staff met with an ISO representative on July 26, 2023, to review the city's BCEGS ISO rating. Staff has not received the updated ratings from this meeting as of this date. It typically takes two to three months to receive results.

# **Adopted Building Codes**

City	Current Code	Adoption Date	Expected Code Update
Grapevine	2006 *	July 17, 2007	
Coppell	2015	May 11, 2017	Adopting the 2024 upon release
Bedford	2018		Reviewing 2021 codes for early 2023 adoption
Benbrook	2018	January 3, 2019	Adopting 2021 codes in Spring 2023.
Cedar Hill	2018		
Haltom City	2018	October 12, 2020	
Lewisville	2018		
Mansfield	2018	August 1, 2019	Waiting for 2024 edition of codes
Mesquite	2018	September 7, 2021	
North Richland Hills	2018	September 23, 2019	
Allen	2021	June 14, 2022	
Arlington	2021	January 1, 2023	
Carrollton	2021	February 1, 2022	
Cleburne	2021	October 25, 2022	
Denton	2021	June 1, 2022	
Euless	2021	October 11, 2022	
Frisco	2021	January 1, 2023	
Ft Worth	2021	March 8, 2022	
Grand Prairie	2021	December 14, 2021	
Hurst	2021	October 1, 2022	
Irving	2021	February 13, 2023	
McKinney	2021	January 1, 2023	
Plano	2021	February 1, 2022	
Southlake	2021	May 1, 2022	
Burleson	2015	March 4, 2019	Adopting 2021 codes 2023

1 city is under the 2006 edition with the exception of the 2018 energy code and the 2018 swimming pool and spa code

1 of the cities are currently under the 2015 edition of the codes; which intend on adopting the 2024 edition when they are published.

8 of the cities are currently under the 2018 edition of the codes; 1 of which verified they are adopting the 2021 edition in 2023; 1 of the cities will skip the 2021 edition and move to the 2024 edition

14 of the cities are currently under the 2021 edition of the codes

## SIGNIFICANT ICC & NEC CODE CHANGES

- 1. 2020 NEC 230.85 Emergency Disconnect
  - WHAT IT IS: Exterior electrical disconnect now required for all residential dwelling units.
    - ➤ BENEFIT: Aids first responders by allowing them access to a disconnect outside of the house in case of a fire or disaster.



## SIGNIFICANT ICC & NEC CODE CHANGES

## 2. 2020 NEC - 230.67 - Master Surge protection

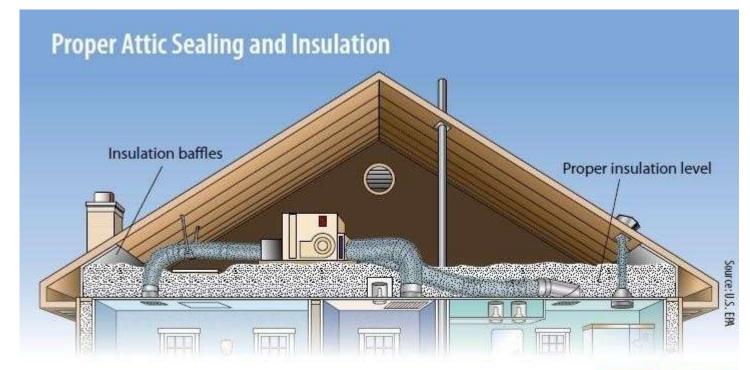
- WHAT IT IS: Surge protection device now required on main service supplying dwelling units.
- ➤ BENEFIT: Protects electronics throughout the building, from appliances to detection devices (smoke and carbon monoxide).
- As devices become more connected and electrified, whole-home surge protection is needed to prevent overloading of electrical systems



## SIGNIFICANT ICC & NEC CODE CHANGES

## 4. 2021 IRC- R402.1.3 – Increase in attic insulation from R-38 to R-49

- R stands for "resistance" factor and measures the ability of insulation to resist heat transfer.
- Achieving an R-49 value typically requires 16"-18" inches of insulation (compared to 13"-14" for R-38)
- ➤ BENEFIT: Builds on the 2015 and 2018 ICC Energy Code by increasing the radiant efficiency of attic spaces, reducing demand on HVAC in summer and winter months.



To learn how to Seal and Insulate with ENERGY STAR please visit www.energystar.gov/sealandinsulate.





# Fire Code Updates

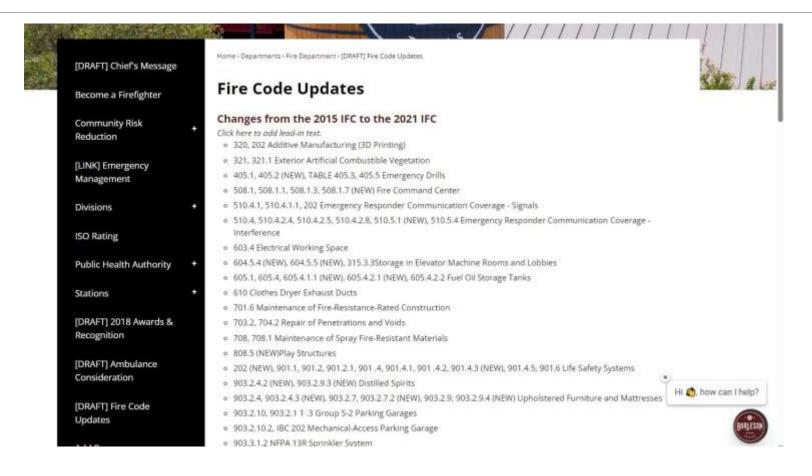
IFC2021

# Transitioning from the 2015 International Fire Code to the 2021 International Fire Code

- Burleson Fire / EMS held a town hall meeting on 8/17/23 with members of the development community, Mayor and mayor Pro Tem to discuss the transition to the 2021 Fire Code.
- Significant changes were discussed, and feedback was received.
- An information page was added to the fire department website listing all code changes from the 2015 IFC to the 2021 IFC
- •Language regarding the FARs system in the proposed ordinance was revised to replace "may" instead of "shall". For clarification, the FARs system is already optional in the current 2015 IFC; the 2021 ordinance would have made it mandatory. Staff is recommending the language change to allow the FARs system to remain optional.

9/13/2023

# Transitioning from the 2015 International Fire Code to the 2021 International Fire Code



24

228

# Fire Code-Significant Changes

Where required by the fire code official or the site safety plan established in accordance with Section 3303.1, a fire watch shall be provided for building demolition and for construction.

A fire watch shall be provided during <u>nonworking hours</u> for new construction that exceeds

- 1. 40 feet in height above the lowest adjacent grade at any point along the building perimeter,
- 2. For new multistory construction with an aggregate area exceeding 50,000 square feet per story or
- 3. As required by the fire code official.

Primary duty of fire watch personnel shall be to perform constant patrols and watch for the occurrence of fire. The combination of fire watch duties and site security duties is acceptable.

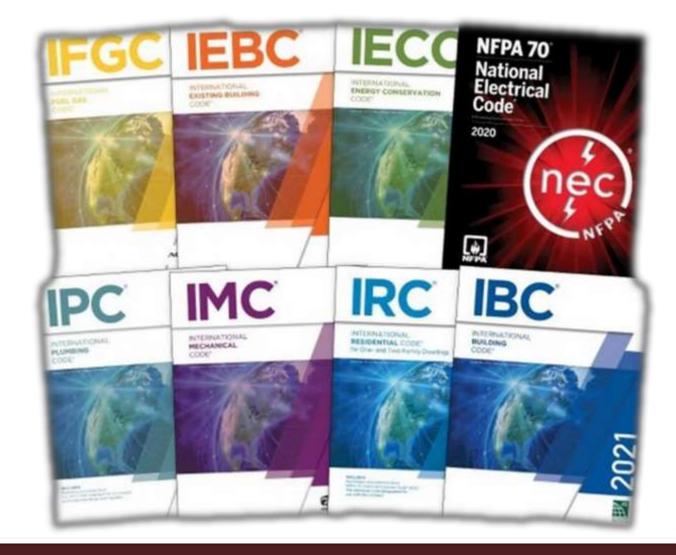
Personnel shall be trained to serve as an on-site fire watch. Training shall include the use of portable fire extinguishers

Fire watch personnel shall be provided with no less than one approved means for notifying the fire department.

The fire watch shall include areas specified by the site safety plan.

Fire watch personnel shall keep a record of all time periods of duty, including the log entry for each time the site was patrolled and each time a structure was entered and inspected. Records shall be made available for review by the fire code official upon request.

- If approved, the following Code editions will go into effect on November 2, 2023:
- 2021 editions of the International Building Code, International Residential Code, International Existing Building Code, International Energy Conservation Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code and International Swimming Pool and Spa Code
- 2020 edition of the National Electrical Code.



## **COUNCIL OPTIONS**

## **Council Options**

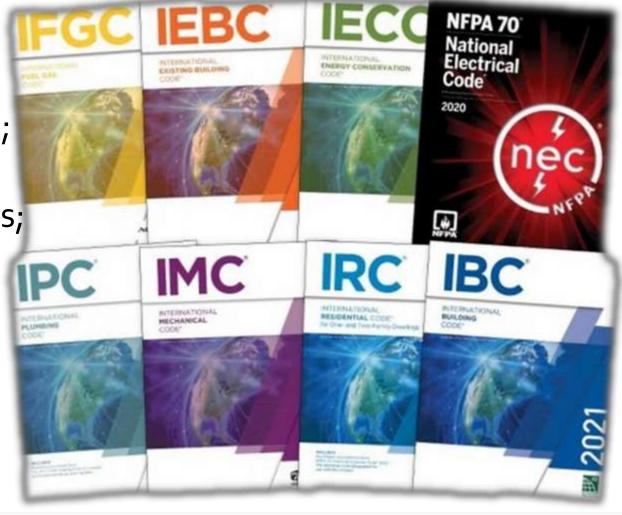
Approve the ordinances as presented;

Approve the ordinances with revisions;

Deny the ordinances

### **Staff's Recommendation**

Staff recommends approval of the ordinances as provided.



#### **ORDINANCE**

AN ORDINANCE AMENDING ARTICLE V, "INTERNATIONAL FIRE CODE," OF CHAPTER 38, "FIRE PREVENTION AND PROTECTION," OF THE CITY OF BURLESON CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE; PROVIDING FOR THE MODIFICATION OF THE CODE TO INCORPORATE LOCAL AMENDMENTS; PROVIDING A PENALTY FOR VIOLATION; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCORPORATION OF THE RECITALS, DETERMINING THAT THE MEETINGS AT WHICH THIS ORDINANCE WAS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING THE EFFECTIVE DATE.

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

**WHEREAS**, the City of Burleson previously adopted by ordinance the 2015 International Fire Code, codified as Chapter 38, Article V, of the City of Burleson Code of Ordinances; and

WHEREAS, the International Fire Code is intended to be updated periodically; and

WHEREAS, the City Council now desires to update the Code of Ordinances from the 2015 Edition to the 2021 Edition of the International Fire Code; and

WHEREAS, the North Central Texas Council of Governments and City staff have recommended adoption of certain amendments to this Code to reflect locally accepted practice; and

**WHEREAS**, the City Council also desires to make certain amendments to the 2021 Edition of the International Fire Code to reflect he unique needs of the City of Burleson; and

**WHEREAS**, prior to the adoption of this ordinance and the local amendments contained herein, the City Council held a public hearing allowing all interested persons in attendance to address the City Council regarding the contents of this ordinance; and

**WHEREAS**, the City Council hereby finds and determines that the regulations and amendments set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, morals, and general welfare.

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

#### **SECTION 1.**

That Article V, "International Fire Code," of Chapter 38, "Fire Prevention and Protection," of the City of Burleson Code of Ordinances is hereby amended to read as follows:

#### "ARTICLE V. - INTERNATIONAL FIRE CODE

#### Sec. 38-191. - Adopted.

The 2021 Edition of the International Fire Code is hereby adopted as the official fire code of the City of Burleson, Texas. This fire code is fully incorporated by reference as though copied into this ordinance in its entirety. The material contained in the 2021 Edition of the International Fire Code shall be maintained as a public record in the office of the City Secretary and will be available for inspection and copying during regular business hours.

#### Sec. 38-192. - AMENDMENTS.

The 2021 Edition of the International Fire Code adopted herein is hereby amended as follows:

#### 1. [Page 1-1, Section 102.1]

102.1 Construction and design provisions. Section 102.1; change #3 to read as follows:

3. Existing structures, facilities and conditions when required in Chapter 11 or in specific sections of this code.

#### 2. [Page 1-2, Section 102.13]

102 Applicability

Add section 102.13; to read as follows:

102.13 Supplemental Rules and Regulations. The Fire Marshal is authorized to render interpretations of this code and to make and enforce rules and supplemental regulations in order to carry out the application and intent of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code and shall be available to the public during normal business hours.

#### 3. [Page 1-3, Section 104.7.2]

104.7.2 Technical Assistance

Add second paragraph to this section to read as follows:

104.7.2 Technical Assistance. < Add a second paragraph>

The fire code official is authorized to require the owner, contractor or agent to employ a third party inspection firm, without charge to the jurisdiction, to provide an inspection report as designated by the fire code official. The fire code official may also require the owner, contractor or agent to employ a third party agent to review system plans and building plans, without charge to the jurisdiction and to provide a report to the fire code official. In both cases the third party firm/agent shall be approved by the Fire Marshal.

#### 4. [Page 1-4, Section 104.12.4 & 104.12.5]

104.11 Authority at fires and other emergencies Add sections 104.12.4 and 104.12.5; to read as follows:

<u>104.12.4 Utilities</u> The Chief, Fire Marshal, or any member of the Fire Department shall have the authority, in time of emergency, to order the disconnection of gas or electrical utilities to a building when deemed necessary for the public safety, without liability therefor.

<u>104.12.5 Evacuation</u> The Chief, Fire Marshal, or any member of the Fire Department shall have the authority, in time of emergency, to order the evacuation of a building or structure when deemed necessary for the safety of occupants thereof, and it shall be unlawful for any person to refuse to evacuate upon such order, or to resist or obstruct the evacuation of other persons.

#### 5. [Page 1-6, Section 105.5]

105.5 Required Operational Permit

Delete or change the following sections in this section:

"Delete" - 105.5.12 Cutting and welding.

"Delete" -105.5.17 Fire hydrants and valves.

"Delete" - 105.5.19 Floor finishing.

"Delete" - 105.5.39 Places of assembly.

"Delete" - 105.5.45 Repair garages and motor fuel-dispensing facilities.

"Change" - 105.5.48 Storage of scrap tires and tire byproducts.

Section 105.5.48 Storage of scrap tires and tire byproducts, change to read as follows:

105.5.48 Storage of scrap tires and tire byproducts. An operational permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds two thousand five hundred (2,500) cubic feet of total volume of scrap tires and tire byproducts.

"Delete" - 105.5.52 Wood products.

#### 6. [Page 1-10, Section 105.6]

105.6 Required construction permits

Section 105.6, add sections 105.6.25, and 105.6.26 to read as follows:

105.6.25 Electronic access control systems. Construction permits are required for the installation or modification of an electronic access control system, as specified in Chapter 10. A separate construction permit is required for the installation or modification of a fire

alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.6.27 Underground fire sprinkler line. A construction permit is required to install or modify the supply line to a fire sprinkler system or stand pipe system.

#### 7. [Page 1-13, Section 107]

107 Fees

Section 107.3; delete this section in its entirety:

#### 8. [Page 1-13, Section 107]

107 Fees

Add Section 107.7; to read as follows:

#### 107.7 Re-Inspection Fee.

A fee as established by city council resolution may be assessed for re-inspections when:

- 1. The inspection called for is not ready when the inspector arrives;
- 2. No building address is clearly posted;
- 3. The building is locked or work otherwise not accessible for inspection;
- 4. City approved plans are not on the job site available to the inspector;
- 5. The job site has failed two prior inspections for the same item;
- 6. After the annual inspection and first re-inspection, a third inspection is required to confirm compliance.

All re-inspection fees assessed shall be paid before any final inspection approval is granted or within thirty (30) days in the case of a required re-inspection from an annual inspection.

#### 9. [Page 2-2, Section 202]

202 General Definitions

Section 202: amend definition as follows:

202 General Definitions. < Amend Ambulatory Care Facility Definition>

Ambulatory Care Facility. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on less than 24-hour basis to persons who are rendered in capable of self-preservation by the services provided. This group may include but not be limited to the following:

- <u>Dialysis Centers</u>
- Procedures involving Sedation
- <u>Sedation Dentistry</u>
- Surgery Centers
- Colonic Centers
- Psychiatric Centers

#### 10. [Page 2-3, Section 202]

202 General Definitions

Section 202; change definition as follows:

202 General Definitions. < Change Atrium definition>

Atrium. An opening connecting three or more stories... (remaining text unchanged)

#### 11. [Page 2-7, Section 202]

202 General Definitions

Section 202; add new definition as follows:

<u>DEFEND IN PLACE</u>. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

#### 12. [Page 2-12, Section 202]

202 General Definitions

Section 202: amend definition as follows:

202 General Definitions. < Amend Fire Watch definition>

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

#### 13. [Page 2-13, Section 202]

202 General Definitions

Section 202; amend definition as follows:

#### 202 General Definitions. < Amend Fire Works definition>

Fireworks. Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks {remainder of text unchanged}

#### 14. [Page 2-16, Section 202]

202 General Definitions

Section 202; add second paragraph to read as follows:

#### 202 General Definitions.

<High-Piled Combustible Storage: add second paragraph>

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, (speculative warehouse), a fire protection system and life safety features shall be installed as a Class IV commodities, to the maximum pile height.

#### 15. [Page 2-16, Section 202]

202 General Definitions

Section 202; add new definition as follows:

#### 202 General Definitions. < Add definition>

High-Rise Building. A building with an occupied floor located more than fifty-five (55) feet (16 764 mm) above the lowest level of fire department vehicle access.

#### 16. [Page 2-32, Section 202]

202 General Definitions

Section 202; amend definitions as follows:

#### 202 General Definitions. < Amend Repair Garage definition>

Repair Garage. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

#### 17. [Page 2-32, Section 202]

202 General Definitions

Section 202; add definition as follows:

#### 202 General Definitions. < Add definition>

SELF-SERVICE STORAGE FACILITY. Real property designed and used for purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

#### 18. [Page 2-34, Section 202]

202 General Definitions

Section 202; add definition as follows:

#### 202 General Definition. < Add definition>

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Marshal. When utilized, the number required shall be as directed by the Fire Marshal. Charges for utilization shall be as normally calculated by the jurisdiction.

#### 19. [Page 2-36, Section 202]

202 General Definitions

Section 202; add definition as follows:

<u>UPGRADED OR REPLACED FIRE ALARM SYSTEM.</u> A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firm

#### 20. [Page 3-3, Section 307.1]

307.1 General

Section 307.1; add a second paragraph to read as follows:

#### 307.1 General. < Add a second paragraph>

Open burning shall only be conducted in trenches with approved equipment and in accordance with Section 307. Open burning shall also be conducted as required by other governing agencies regulating burning and emissions. Bonfires shall not have a fuel area greater than three (3) feet in diameter and greater than two (2) feet in height. Burn barrels/containers are prohibited.

#### 21. Page 3-3, Section 307.1]

Prohibited Open Burning

Section 307.1.1 Change to read as follows:

<u>307.1.1 Prohibited open burning.</u> Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change}

#### 22. [Page 3-3, Section 307.2]

307.2 Permit required

Section 307.2; change to read as follows:

<u>307.2 Permit required.</u> A permit shall be obtained from the fire code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner

of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

- 1. Texas Commission on Environmental Quality guidelines and/or restrictions.
- 2. State, County or Local temporary or permanent bans on open burning.
- 3. Local written policies as established by the Fire Code Official.

#### 23. [Page 3-3, Section 307.3]

307.3 Extinguishment Authority

Section 307.3; change to read as follows:

<u>307.3 Extinguishment authority</u>. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

#### 24. [Page 3-3, Section 307.4]

307.4 Location

Section 307.4; change to read as follows:

<u>307.4 Location</u>. The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within three hundred (300) feet (91 440 mm) of any structure.

Exceptions: {No Change}

#### 25. [Page 3-3, Section 307.4.1]

307.4.1 Bonfires

Section 307.4.1; change to read as follows:

<u>307.4.1 Bonfires</u>. A bonfire shall not be conducted within 50 feet (15 240mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbeque pit. Conditions that could cause a fire to spread within the required setback of a structure shall be eliminated prior to ignition.

#### 26. [Page 3-3, Section 307.4.3]

307.4.3 Portable Outdoor Fire Places

Section 307.4.3; add exception #2 to read as follows:

2. Where buildings, balconies and decks are protected by an approved automatic fire sprinkler system.

#### 27. [Page 3-3, Section 307.4.4 and 307.4.5]

307.4.4 Trench Burns and 307.4.5 Permanent Outdoor Fire pit Add section 307.4.4 and 307.5.5 to read as follows:

<u>307.4.4 Trench Burns</u>. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

<u>307.4.5 Permanent outdoor fire pit.</u> Permanently installed outdoor fire pits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Building Code.

#### 28. [Page 3-3, Section 307.5]

307.5 Attendance

Section 307.5; change to read as follows:

<u>307.5</u> Attendance. Open burning, trench burns, bonfires or recreational fires shall be constantly attended until the fire is extinguished. Not fewer than one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

#### 29. [Page 3-3, Section 307.6]

307.6 Open Burning and Recreational Fires Add Section 307.6; to read as follows:

#### 307.6 Emergency Burn Ban.

- A. As used in this section, the term "drought conditions" shall mean the existence of a long-term deficit of moisture creating atypically severe conditions with increased danger of wildfire occurrence, taking into consideration the burning index, spread component, or ignition component for the particular area.
- B. The Mayor, in the exercise of this powers under Chapter 418 of the Texas Government Code, the Texas Disaster Act of 1975, shall be authorized to issue an order or proclamation prohibiting or restricting outdoor burning in general, or outdoor burning of a particular substance, if:
  - 1. The Fire Marshal of the City determines the drought conditions are present in the city limits and/or the areas within five thousand (5,000) feet of the city limits; and
  - 2. The Fire Marshal determines that such drought conditions create an emergency and a public safety hazard that would be exacerbated by outdoor burning.
- C. The Mayor's proclamation or order shall apply in the city limits, and/or within the area immediately adjacent and contiguous to the city limits and extending outside the city limits for a distance of five thousand (5,000) feet unless such area is within the corporate limits of another municipality.

- D. The Mayor's proclamation or order may contain exceptions to authorize specified outdoor burning activities, such as outdoor cooking and outdoor welding, under conditions stated in such order or proclamation to prevent such outdoor burning activities from creating a public safety hazard.
- E. An emergency order or proclamation of the Mayor under this Section may not be continued or renewed for a period in excess of seven days except by or with the consent of the City Council.
- F. Open burning in violation of an order or proclamation of the Mayor under this Section is declared to be a nuisance and is hereby prohibited. Such nuisance is prohibited in the five thousand (5,000) foot area adjacent to the city limits pursuant to the authority granted in Section 217.042 of the Local Government Code.

Nothing in this Section shall be construed to authorize open burning in an unincorporated area in violation of an order of the County Commissioners Court prohibiting or restricting outdoor burning in such area under Section of the Local Government Code.

#### 30. [Page 3-4, Section 308.1.4]

308.1.4 Open-flame cooking devices Section 308.1.4; change to read as follows:

<u>308.1.4 Open-flame cooking devices</u>. Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within ten (10) feet (3048 mm) of combustible construction.

#### Exceptions:

- 1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 lbs. (5 containers). All LP-gas containers shall be stored outside, as per chapter 61.
- 2. Where buildings, balconies and decks are protected by an approved automatic fire sprinkler system, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-containers shall be stored outside, as per chapter 61.
- 3. {No Change}

#### 31. [Page 3-4, Section 308.1.6.2]

308.1.6.2 Portable Fueled Open-Flame Devices Section 308.1.6.2, Exception #3; change to read as follows:

#### **Exceptions:**

- 1. To remain the same.
- 2. To remain the same.
- 3. Torches or flame-producing devices in accordance with Section 308.1.3.
- 4. To remain the same.

#### 32. [Page 3-4, Section 308.1.6.3]

308.1.6.3 Sky lanterns

Section 308.1.6.3; change to read as follows:

<u>308.1.6.3 Sky Lanterns.</u> A person shall not release or cause to be released an unmanned free-floating device containing an open flame or other heat source, such as but no limited to a sky lantern.

#### 33. [Page 3-7, Section 311.5]

311.5 Placards

Section 311.5; change to read as follows:

<u>311.5 Placards.</u> The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to section 114 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5.

#### 34. [Page 3-14, Chapter 3]

Chapter 3 General Requirements

Section 322 is added to Chapter 3 to read as follows:

Section 322 Removal of Debris or Partially Burned Building After Fire.

- <u>322.1 Useless Material.</u> The owner or person in control or possession of any hay, straw, bales of wool, cotton, paper or other substances which have been rendered useless or unmerchantable by reason of any fire shall remove said articles within seventy-two (72) hours after notice to do so has been given by the Fire Marshal or authorized representative.
- 322.2 Burned Structures. Whenever any building or other structure in the City is partially burned, the owner or the person in control shall, within twenty (20) days after notice from the Fire Marshal or authorized representative, the Building Official or their authorized representatives, remove from the premises all refuse, debris, charred and partially burned lumber and material. If such building or other structure shall be burned to such an extent that it is rendered incapable of being repaired, the owner or the person in control shall, within twenty (20) days after notice from the Fire Marshal or authorized representative, the Building Official or their authorized representatives, remove from the premises all the remaining portion of the building or structure.

#### 35. [Page 4-1, Section 401]

401 General

Add Section 401.9; to read as follows:

<u>401.9 Fire Alarms and Nuisance Alarms</u>. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

#### 36. [Page 4-2, Section 403.4]

403.4 Group E occupancies

Section 403.4; change Section 403.4 to read as follows:

403.4 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.4.1 through 403.4.3.

#### 37. [Page 4-7, Section 404.2.2]

404.2.2 Fire Safety Plans

Section 404.2.2; add number 4.10 to read as follows:

4.10 Fire extinguishing controls

#### 38. [Page 4-9, Section 405.5]

405.5 Time

Section 405.5; change to read as follows:

<u>405.5 Time</u>. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

#### Exceptions:

- 1. (no change)
- 2. (no change)
- 3. Notification of teachers/staff having supervision of light or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

#### 39. [Page 5-1, Section 501.4]

5041.4 Timing of installation

Section 501.4; change to read as follows:

<u>501.4 Timing of installation.</u> When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved prior to the time of which construction has progressed

beyond completion of the foundation of any structure. Temporary fire apparatus access roads may be approved by the Fire Marshal in certain cases.

#### 40. [Page 5-1, Section 503.1.1]

503.1.1 Buildings and facilities

Section 503.1.1; add the following sentence to the first paragraph:

#### 503.1.1 Buildings and facilities. < Add sentence to first paragraph>

Except for single or two-family residences, the path of measurement shall be along a minimum of a ten (10) feet wide unobstructed pathway around the external walls of the structure.

#### 41. [Page 5-2, Section 503.2.1]

503.2.1 Dimensions

Section 503.2.1; change to read as follows:

<u>503.2.1 Dimensions.</u> Fire apparatus access roads shall have an unobstructed width of not less than twenty-four (24) feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than fourteen (14) feet (4267 mm).

Any such fire apparatus access roads in excess of one hundred-fifty (150) feet in length shall either connect both ends to a dedicated street or be provided with an approved area for turning around fire apparatus. All fire apparatus access roads shall have at least a thirty (30) foot inside turning radius and a fifty-four (54) foot outside turning radius.

Exception: Vertical clearance may be reduced, provided such reduction does not impair

access by fire apparatus and approved signs are installed and maintained

indicating the established vertical clearance when approved.

#### 42. [Page 5-2, Section 503.2.2]

503.2.2 Authority

Section 503.2.2; change to read as follows:

<u>503.2.2</u> Authority. The fire code official shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations, or where necessary to meet the public safety objectives of the jurisdiction.

#### 43. [Page 5-2, Section 503.2.3]

503.2.3 Surface

Section 503.2.3; change to read as follows:

<u>503.2.3 Surface</u>. Fire apparatus access roads shall be provided with a concrete surface to provide all-weather driving capabilities and shall be designed and constructed to support imposed loads of 85,000 pounds for fire apparatus and shall be surfaced so as to provide

all-weather driving capabilities. The following standards shall apply:

Subgrade shall be prepared to a density of not less than 95% as determined by Standard Proctor.

Concrete shall be a minimum six (6) inches thick 3600 psi concrete reinforced with #3 rebar on eighteen (18) inch centers or #4 rebar on twenty-four (24) inch centers.

Exception:

Grass pavers may be used in place of concrete, when approved by the Fire Marshal. If approved, the fire lane must be bordered on both sides by a six (6) inch raised concrete curb, which runs continuously the entire length of the grass paver installation. Prior to installation, plans must be submitted detailing installation specifications and a permit must be obtained. Plans shall be signed and stamped by a licensed Texas Professional Engineer. The installation must meet all other requirements of Section 503, Fire Apparatus Access Roads.

#### 44. [Page 5-2, Section 503.3]

503.3 Marking

Section 503.3; change to read as follows:

503.3 Marking. Striping, signs, or other markings when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

- 1. Striping. Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six (6") inches in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four (4") inch white letters at twenty-five (25') feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the stripping shall be on the vertical face of the curb.
- 2. Signs. Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve (12") inches wide and eighteen (18") inches high. Signs shall be painted on a white background with letters and borders in red, using not less than two (2") inch lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six (6') feet, six (6") inches above finished grade. A companion "Tow-Away Zone" sign shall be placed directly under this sign. The sign shall read "Tow-Away Zone" and shall be twelve (12") inches wide and six (6") inches high. Signs shall be painted on a white background with letters and borders in red, using not less than two (2") inch lettering. Signs shall be spaced not more than fifty (50') apart. Signs may be installed on permanent

buildings or walls or as approved by the Fire Marshal.

#### 45. [Page 5-2, Section 503.4]

503.4 Obstruction of fire apparatus access roads Section 503.4; change to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

Vehicles parked in a marked fire lane may to towed.

#### 46. [Page 5-3, Section 505.1]

505.1 Address Identification Section 505.1; change to read as follows:

505.1 Address Identification. Approved numerals of a minimum six (6") inch height and of a color contrasting with the background designating the address shall be placed on all new and existing buildings or structures in a position as to be plainly visible and legible from the street or road fronting the property and from all rear alleyways/access. Suite numbers/letters shall be a minimum of four (4") inches in size. Each character shall have a minimum stroke width of ½ inch. Numbers shall not be spelled out. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response.

Where buildings do not immediately front a street, approved eight (8") inch height building numerals or addresses and four (4") inch height suite/apartment numerals of a color contrasting with the background of the building shall be placed on all new and existing buildings or structures. Apartment buildings shall have building numbers posted on all sides of building that face a roadway or fire lane in (8") inch height building numbers. Numerals or addresses shall be posted on a minimum twenty (20") inch by thirty (30") inch background on border. Apartments shall have a sign posted on each building indicating range number of apartments. (Example 100 - 125)

Address numbers shall be Arabic numerals or alphabet letters. The minimum stroke width shall be 1/2 inch.

Address shall be maintained at all times.

Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means meeting above size requirements shall be used to identify the structure.

Exception 1. R-3 Single family occupancies shall have approved numerals of a minimum four (3 1/2") inches in height and a color contrasting with the background

clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

#### 47. [Page 5-3, Section 507.4]

507.4 Water Supply Test Date and Information Section 507.4; change to read as follows:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or designee, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the water flow test report, or as approved by the fire code official. The report must indicate dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

#### 48. [Page 5-4, Section 507.5.1]

507.5.1 Where Required

Section 507.5.1; change to read as follows:

#### 507.5.1 Where Required.

The location, number and type of fire hydrants capable of delivering the required fire flow shall be provided on the public street or on the site of the premises or both of the property to be protected and approved. The distance is measured by an approved route around the exterior of the facility or building.

Fire hydrants shall be in service and openable prior to going vertical with any building construction which would require hydrants to be installed. The Fire Marshal may grant an exception if requested by the owner in writing.

Fire hydrants shall be spaced in accordance with the following:

- 1. Residential Installations: Fire hydrant shall be installed within a five hundred (500) foot hose lay of the main entrance of the structure.
- 2. Multi-family Installation: Fire hydrants shall be installed within a three hundred (300) foot hose lay of the main entrance of the structure.
- 3. Commercial Installations: Fire hydrants shall be installed within a three hundred (300) foot hose lay of the main entrance of the structure. An additional fire hydrant shall be required for every two thousand (2,000) gallons per minute (GPM) or portion of fire flow required. (Example: Fire flow of three thousand one hundred (3,100) GPM is required. Two fire

- hydrants will be required to supply this amount.)
- 4. Commercial Installations with buildings over three hundred (300) feet long shall provide hydrants at the front and rear of the building.
- 5. Fire Department Connection: An approved fire hydrant shall be located within one hundred (100) feet of the fire department connection as the fire hose lays.
- 6. The fire code official shall have the authority to require additional fire hydrants to be installed if the circumstance so require it.
- 7. When the street is designated on the Master Thoroughfare Plan as a minor arterial or larger, fire hydrants shall be required on the same side of the street that the building is to be constructed. All streets with medians, regardless of size, shall have fire hydrants on the same side as the construction.

#### 49. [Page 5-4, Section 507.5.4]

507.5.4 Obstruction

Section 507.5.4; change to read as follows:

507.5.4 Obstructions. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment of fire hydrants.

#### 50. [Page 5-4, Section 507]

507 Fire Protection Water Supplies Add Section 507.5.7:

#### 507.5.7 Fire Hydrant Installation Requirements.

- A. All fire hydrants shall be installed at least three (3) feet, but not more than ten (10) feet, from the curb face of a paved street or edge of a designated approved fire apparatus access road.
- B. All fire hydrants shall be installed such that the center of the main outlet on the front of the hydrant is not less than eighteen (18) inches nor more than forty-eight (48) inches above grade level.

#### 51. [Page 5-2, Section 509.1]

509.1 Identification

Add Section 509.1.2; to read as follows:

<u>509.1.2 Sign Requirements</u>. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of two (2) inches when located inside a building and four (4) inches when located outside, or as approved by the fire code official.

The letters shall be of a color that contrasts with the background.

#### 52. [Page 5-6, Section 510.1]

510.1 Emergency Responder Radio Coverage in Buildings Section 510.1; add a second paragraph to read as follows:

510.1 Emergency Responder Radio Coverage. The building owner shall be responsible for providing the equipment, installation and maintenance of said equipment in a manner that the equipment meets and operates as required by Section 510 at all times.

#### 53. [Page 6-5, Section 605.4 through 605.4.2.2]

605.4 Fuel oil storage systems.

Section 605.4 through 605.4.2.2; change to read as follows:

605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the International Mechanical Code and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 or and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III

Combustible liquid shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

- 1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.
- 2. 1,320 gallons (4996 L) in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.

3. 3,000 gallons (11 356 L) in buildings equipped with an automatic sprinkler system in accordance with Section 903.1.1, where stored in protected aboveground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

[Page 80, Section 604] 604 Emergency and Standby Power Systems Section 604; change and add to read as follows:

#### SECTION 604 EMERGENCY AND STANDBY POWER SYSTEMS

- <u>604.1.1 Stationary generators.</u> Stationary emergency and standby power generators required by this code shall be *listed* in accordance with UL 2200.
- <u>604.1.2 Installation.</u> Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110, and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.
- 604.1.3 through 604.1.8. {No changes to these sections.}
- <u>604.1.9 Critical Operations Power Systems (COPS)</u>. For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.
- <u>604.2 Where required.</u> Emergency and standby power systems shall be provided where required by Sections 604.2.1 through 604.2.24 or elsewhere identified in this code or any other referenced code.
- 604.2.1 through 604.2.3. {No changes to these sections.}
- <u>604.2.4 Emergency voice/alarm communications systems.</u> Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, in accordance with Section 907.5.2.2.5.

Covered and Open Malls, Section 907.2.20 and 914.2.3

Group A occupancies, Sections 907.2.1 and 907.5.2.2.4

Special Amusement buildings, Section 907.2.12.3

High rise buildings, Section 907.2.13

Atriums, Section 907.2.14

Deep Underground buildings, Section 907.2.19

604.2.5 through 604.2.11. {No changes to these sections.}

- <u>604.2.12. Means of Egress Illumination.</u> Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)
- <u>604.2.13 Membrane Structures.</u> Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Sections 3103.12.6.1. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with Section 3103.10.4.
- 604.2.14. {No change to this section.}
- <u>604.2.15 Smoke control systems.</u> Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, in accordance with Section 909.11:

Covered Mall Building, International Building Code, Section 402.7

Atriums, International Building Code, Section 404.7

Underground buildings, International Building Code, Section 405.8

Group I-3, International Building Code, Section 408.4.2

Stages, International Building Code, Section 410.3.7.2

Special Amusement buildings (as applicable to Group A's), *International Building Code*, Section 411.1

Smoke protected seating, Section 1029.6.2.1

- 604.2.16 Underground Buildings. {No change to this section.}
- <u>604.2.17 Covered and open mall buildings.</u> Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.3.
- 604.2.18 Airport traffic control towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:
  - 1. Pressurization equipment. Mechanical equipment and lighting.
  - 2. Elevator operating equipment.
  - 3. Fire alarm and smoke detection equipment.
- 604.2.19 Smoke-proof enclosures and Stair Pressurization Alternative. Standby power shall be provided for smoke-proof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.6.2.
- <u>604.2.20 Elevator pressurization.</u> Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.
- 604.2.21 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be

provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the *International Building Code*, Section 717.5.3, exception 2.3.

<u>604.2.22 Common exhaust systems for clothes dryers.</u> Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the *International Mechanical Code* Section 504.10, item 7.

<u>604.2.23 Hydrogen Cutoff Rooms.</u> Standby power shall be provided for mechanical ventilation and gas detection systems of Hydrogen Cutoff Rooms in accordance with the *International Building Code*, Section 421.8.

<u>604.2.24 Means of Egress Illumination in Existing Buildings.</u> Emergency power shall be provided for *means of egress* illumination in accordance with Section 1104.5 and when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

604.3 through 604.7. {No changes to these sections.}

<u>604.8 Energy time duration.</u> Unless a time limit is specified by the fire code official, in this chapter or elsewhere in this code, or in any other referenced code or standard, the emergency and standby power system shall be supplied with enough fuel or energy storage capacity for not less than 2-hour full-demand operation of the system.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

#### 54. [Page 8-9, Sections 807.5.2.2]

807.5.2.2 Artwork

Sections 807.5.2.2; applicable to Group E occupancies; change to read as follows:

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hanging and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall

area.

#### 55. [Page 8-9, Section 807.5.2.3]

807.5.2.3 Artwork

Section 807.5.2.3; applicable to Group E occupancies; change to read as follows:

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on the walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from

the walls or ceilings shall meet the flame propagation criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

# 56. [Page 8-9, Sections 807.5.5.2]

807.5.5.2 Artwork

Sections 807.5.5.2; applicable to Group I-4 occupancies; change to read as follows:

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hanging and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in

accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall

area.

# 57. [Page 8-9, Section 807.5.5.3]

807.5.5.3 Artwork

Section 807.5.5.3; applicable to Group I-4 occupancies; change to read as follows:

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on the walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

#### 58. [Page 9-2, Section 901.6]

901.6 Inspection, testing and maintenance Add Section 901.6.1.1; to read as follows:

<u>901.6.1.1 Standpipe Testing</u>. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every five (5) years:

- 1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approval camera when foreign material is present, or when caps are missing and hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
- 2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection

- functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
- 3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
- 4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
- 5. Upon successful completion of standpipe test, the contractor shall place a blue tag (as per "Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag") at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
- 6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (Fire Marshal) shall be followed.
- 7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
- 8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
- 9. Contact the Fire Code Official for requests to remove existing fire hose from Class II and Ill standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

# 59. [Page 9-3, Section 901.6]

Inspection, testing and maintenance Add Section 901.6.4; to read as follows:

901.6.4. Fire Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

#### 60. [Page 9-3, Section 901.7]

901.7 Systems out of service Section 901.7; change to read as follows:

901.7 Systems out of service. Where a required fire protection system is out of service or

in the event of an excessive number of activations, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service. ... {remaining text unchanged}

#### 61. [Page 9-4, Section 903.1.1]

903.1.1 Alternative Protection Section 903.1.1; change to read as follows:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard or as approved by the fire code official.

# 62. [Page 9-4, Section 903.2]

903.2 Where required

Section 903.2; add paragraph to read as follows:

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY - NO STORAGE ALLOWED".

#### 63. [Page 9-6, Section 903.2.4.2]

903.2.4.2 Group F-1 Distilled Spirts

Section 903.2.4.2; change to read as follows:

90.2.4.2 Group 1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

# 64. [Page 9-7, Section 903.2.9.3]

903.2.9.3 Group S-1 Distilled Spirits or wine Section 903.2.9.3; change to read as follows:

903.2.9.3. Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

#### 65. [Page 9-7, Section 903.2.]

903.2. Where Required Section 903.2.9.4; delete the exception

# 66. [Page 9-7, Section 903]

903.2.9.5 Self-Service Storage Facility Add Section 903.2.9.5; to read as follows:

903.29.9.3 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

#### 67. [Page 9-8, Section 903.2.11]

903.2.9.6 Specific building areas and hazards

Section 903.2.11; change 903.2.11.3 and 903.2.11.7, 903.2.11.8 and 903.2.11.9 to read as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the *International Building Code*, that is located thirty-five (35) feet (10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

903.2.11.7 High-piled combustible storage. For any building with a clear height exceeding twelve (12) feet (4572 mm), see Chapter 32 to determine if those provisions apply.

<u>903.2.11.8 Spray booths and rooms</u>. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings over 6.000 square feet. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 square feet or greater and in all existing buildings that are enlarged to be 6,000 square feet or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exceptions: Open parking garages in compliance with Section 406.5 of the International Building Code where all of the following conditions apply:

- a. The structure is freestanding.
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed 3 stories.
- d. An approved fire apparatus access road is provided around the entire structure.

#### 68. [Page 9-8 Section 903.3.1.1.1]

903.3.1.1.1 Exempt locations

Section 903.3.1.1.1; change to read as follows:

903.3.1.1.1 Exempt locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section

907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, of fire-resistance-rated construction or contains electrical equipment.

- 1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
- 2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
- 3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
- 4. <Delete>
- 5. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
- 6. <Delete>

# 69. [Page 9-10, Section 903.3.1.2]

903.3.1.2.3 NFPA 13R Sprinkler Systems Section 903.3.1.2; change to read as follows:

903.3.1.2 NFPA 13R Sprinkler Systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

- 1. Four Stories or less above grade plane.
- 2. The floor level of the highest story is 35 feet (10668 mm) or less above the lowest
  - level of fire department vehicle access.
- 3. The floor level of the lowest story is 35 feet (10668 mm) or less below the lowest

level of fire department vehicle access.

{No change to remainder of section.}

# 70. [Page 9-10, Section 903.3.1.2.2]

903.3.1.2.2 Corridors and Balconies

Section 903.3.1.2.2; change to read as follows:

903.1.2.2 Corridors and balconies. Sprinkler protection shall be provided in all corridors and for all balconies.

#### 71. [Page 9-10, Section 903.3]

903.3.1.2.3 Attics

Section 903.3.1.2.3; delete section and replace as follows:

<u>903.3.1.2.3 Attached Garages and Attics.</u> Sprinkler protection is required in attached garages, and in the following attic spaces:

- 1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
- 2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quickresponse intermediate temperature sprinkler shall be installed above the equipment.
- 3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
- 4. Group R-4 Condition 2 occupancy attics not required by item 1 or 3 to have sprinklers shall comply with one of the following:
  - 4.1. Provide automatic sprinkler system protection.
  - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
  - 4.3. Construct the attic using noncombustible materials.
  - 4.4. Construct the attic using fire-retardant treated wood complying with Section 2303.2 of the International Building Code.
  - 4.5. Fill the attic with noncombustible insulation.

# 72. [Page 9-11, Section 903.3]

903.3.1.3 NFPA 13D Sprinkler Systems Section 903.3.1.3; change to read as follows:

Section 903.3.1.3 NFPA 13D Sprinkler Systems. Automatic sprinkler systems installed in one and two family dwellings; Group R-3; Group R-4 Condition 1 and Townhouse shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

# 73. [Page 9-11 Section 903.3.1.4]

903.3.1.4 Freeze Protection Section 903.1.4; add to read as follows:

903.3.1.5 Freeze Protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

<u>903.3.1.4.1 Attics.</u> Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers

- throughout the rest of the building, and
- 2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
- 3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

<u>903.3.1.4.2 Heat Trace/Insulation.</u> Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

# 74. [Page 9-11, Section 903.3.5]

903.3.5 Water supplies

Section 903.3.5; add a second paragraph to read as follows:

#### 903.3.5 Water supplies < Add a second paragraph >

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

#### 75. [Page 9-11, Section 903.4]

903.4 Sprinkler system supervision and alarms

Section 903.4; add a second paragraph after the exceptions to read as follows:

903.4 Sprinkler system supervision and alarms. <Add a second paragraph after exceptions>

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than forty-five (45) seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

#### 76. [Page 9-12, Section 903.4.2]

903.4.2 Alarms.

Section 903.4.2; add a second and third paragraph to read as follows:

#### 903.4.2 Alarms. < Add a second and third paragraph>

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum seventy-five (75) candela strobe rating, installed as close as practicable to the fire department connection.

All automatic sprinkler system monitoring and supervision systems shall include a sufficient number of audible/visual devices placed throughout the building/structure so that all occupants are notified in the event of an automatic sprinkler system activation. The number and placement of the devices shall be approved by the Fire Marshal.

# 77. [Page 117, Section 905.3]

905.3.9 Building Area

Add Section 905.3.9 and exception; to read as follows:

905.3.9 Buildings Exceeding 10,000 Square Feet. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access. Class 1 automatic wet or manual wet standpipes shall be provided.

#### Exceptions:

- 1. Automatic dry and semi-automatic dry semi-automatic dry and manual day standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
- 2. R-2 occupancies of four stories or less in height having no interior corridors.

#### 78. [Page 9-17, Section 905.4]

905.4 Location of Class I standpipe hose connections Section 905.4, change item 1, 3, and 5, and add item 7 to read as follows:

# 905.4 Location of Class I Standpipe hose connections.

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

Exception:

{No change}

- 2. {No change}
- 3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway area reachable from an exit stairway hose connected by a {No change to rest.}

- 4. {No change.}
- 5. Where the roof has a slope less than four (4) units vertical in twelve (12) units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
- 6. {No change.}
- 7. When required by the chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

#### 79. [Page 9-18, Section 905.8]

#### 905.8 Dry standpipes

Section 905.8; change to read as follows:

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low supervisory alarm.

# 80. [Page 9-18, Section 905.9]

905.9 Valve Supervision

Section 905.9; add a second paragraph after the exceptions to read as follows:

#### 905.9 Valve Supervision. < Add second paragraph after the exceptions >

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

#### 81. [Page 9-18, Section 901.1]

906.1 Where Required

906.1 (1); delete exception 3

#### **Exceptions:**

#3 is deleted in its entirety

#### 82. [Page 9-21, Section 907.1]

907.1 General

Add section 907.1.4; to read as follows:

<u>907.1.4 Design Standards.</u> Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than twenty (20) smoke detectors shall have analog initiating devices.

#### 83. [Page 9-21, Section 907.2.1]

907.2.1 Group A

Section 907.2.1; change to read as follows:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered a single occupancy for the purpose of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as

required for Group E occupancy. Activation of fire alarm notification appliance shall:

- 1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
- 2. Stop any conflicting or confusing sounds and visual distractions.

Exception: {No change}

# 84. [Page 9-22, Section 907.2.3]

907.2.3 Group E

Section 907.2.3; change to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

# **Exceptions:**

1. {No change.}1

1.1 Residential in-home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 21/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

# 85. [Page 9-25, Section 907.2.10]

907.2.10 Group S

907.2.10; change to read as follows:

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change}

# 86. [Page 9-26, Section 907.2.13]

907.2.13 High-rise buildings

Section 907.2.13 exception #3; change to read as follows:

1. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*;

however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants and similarly enclosed areas.

# 87. [Page 9-29, Section 907.4.2]

907.4.2 Manual fire alarm boxes Add Section 907.4.2.7; to read as follows:

907 4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

#### 88. [Page 9-31, Section 907.6.1]

907.6.1 Wiring

Add section 907.6.1.1; to read as follows:

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

#### 89. [Page 9-31, Section 907.6.3]

907.6.3 Initiating device identification Section 907.6.3; delete all four exceptions.

#### 907.6.3 Initiating Device Identification.

{Delete all four exceptions.}

# 90. [Page 9-32, Section 907.6.6]

907.6.6 Monitoring

Section 907.6.6; add sentence at the end of paragraph to read as follows:

<u>907.6.6 Monitoring.</u> {Add following sentence to the end of the paragraph.} See Section 907.6.3 for the required information transmitted to the supervising station.

:

#### 91. [Page 9-42, Section 910.2]

910.2 Where required

Section 910.2; change exception 2 and 3 to read as follows:

2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.

3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50(m\*S)1/2 or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

# 92. [Page 9-42, Section 910.2]

910.2 Where required

Add Subsection 910.2.3 with exceptions; to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m2) in single floor area.

Exceptions: Buildings of non-combustible construction containing only combustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3 and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials or Class 2 or 3 water-reactive materials or Class 2 or 3 water reactive material as required for a high hazard commodity classification.

Exceptions: Buildings of non-combustible construction containing only combustible materials.

#### 93. [Page 9-43, Section 910.4.3.1]

910.4.3.1 Makeup air

Section 910.4.3.1; change to read as follows:

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

#### 94. [Page 9-45, Section 912.2]

912.2 Location

Add Section 912.2.3; to read as follows:

912.2.3 Hydrant distance. An approved fire hydrant shall be located within one- hundred (100) feet of the fire department connection as the hose lays along an unobstructed path. This approved hydrant shall not be on a dead-end water main.

#### 95. [Page 9-46, Section 913.1]

913.1 General (Fire Pumps)

Section 913.1; Add a second paragraph and exception to read as follows:

913.1 General. < Add a second paragraph and exception>

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than three (3) feet in width and six (6) feet - eight (8) inches in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1. Signage shall be placed on exterior of door that reads:

"Fire Sprinkler Riser and Pump Room." Signage letters shall be a minimum of three (3) inches in height.

Exception:

When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

#### 96. [Page 9-47, Section 914.3.1.2]

914.3.1.2 Water supply to required fire pumps. Section 914.3.1.2; change to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 120 feet (36.6 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

#### 97. [Page 10-6, Section 1006.2.1]

1006.2.1 Egress based on occupant load and common path of egress travel distance. Section 1006.2.1; change Exception #3 to read as follows:

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

#### Exceptions:

- 1. {No change}
- 2. {No change}
- 3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

# 98. [Page 2.5, Section 1010.1.2.5]

1010.2.5 Bolt locks

Section 1010.2.5; change exceptions 3 and 4 to read as follows:

Exceptions: {exceptions 1 and 2 unchanged}

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group

B, F, M or S occupancy, {remainder unchanged}

- 4. Where a pair of doors serves a Group A, B, F, M or S occupancy, {remainder unchanged}
- 5. {unchanged}

# 99. [Page 10-35, Section 1020.2]

1020.2 Construction (Corridors)

Section 1020.2; add an exception #6 to read as follows:

#### 1020.2 Construction < Add exception #6>

a. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector shall activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors shall be connected to an approved automatic fire alarm system where such system is provided.

# 100. [Page 10-44, Section 1030.1]

1030.1.1 Bleachers

Section 1030.1.1.1; add Exception #4 to read as follows:

#### **Exceptions:**

- 1. through 3. {No change}
- 4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

#### 101. [Page 10-52 Section 1032.2]

1032.2 Reliability

Section 1032.2; change to read as follows:

1032.2 Reliability. Required exit accesses, exits or exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

# 102. [Page 11-1. Section 1103.3]

1103.3 Existing elevators

Section 1103.3; add sentence to end of paragraph as follows:

Provide emergency signage as required by Section 604.4.

#### 103. [Page 11-5, Section 1103.5]

1103.5 Sprinkler Systems

Section 1103.5.1; add sentence to read as follows:

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

#### 104. **{Page 1103.5.6 Section 1103.5**]

1103.5 Sprinkler Systems

Section 1103.5.6; add section 1103.5.6 to read as follows:

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

#### 104. [Page 202, Section 1103.7]

1103.7 Fire Alarm Systems

Section 1103.7; add section 1103.7.8 and 1103.7.8.1 to read as follows:

#### 105. [Page 11-7, Section 1103.7]

1103.7 Fire Alarm Systems.

Section 1103.7; add section 1103.7.7 and 1103.7.7.1 to read as follows:

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

#### 106. [Page 12-1, Section 1203]

1203 Emergency and Standby Power Systems Section 1203; change and add to read as follows:

1203.1.1 {No change}

1203.1.2 {No change}

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the international Building Code. NFPA 70. NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original

approval, except as specified in Chapter 11.

1203.1.4 {No change}

1203.1.5 Load Duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

1203.1.6 through 1203..9 {No change to these sections.}

1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations

#### Power

Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.26 or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change}

1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies or as specified elsewhere in this code as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls. Section 907.2.20 and 914.2

Group A Occupancies. Sections 907.2.1 and 907.5.2.2

Special Amusement Areas. Section 907.2.12 and 914.7

High-rise Buildings. Section 907.2.13 and 914.3

Atriums. Section 907.2.14 and 914.4

Deep Underground Buildings. Section 907.2.19 and 914.5

1203.2.5 through 1203.2.14 {No change}

1203.2.15 Means of Egress Illumination. Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1 (90 minutes)

1203.2.16 Membrane Structures. Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.17 {No change}

1203.2.18 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code as required in Section 909.11: following occupancies, or as specified elsewhere in this code as required in Section 909.11: Covered Mail Building, International Building Code. Section 402.7

Atriums, International Building Code, Section 404.7

Underground Buildings, International Building Code. Section 405.8

Group 1-3 International Building Code. Section 408.4.2

Stages, International Building Code. Section 410

Special Amusement Areas (as applicable to Group A's). International Building Code. Section 411

Smoke Protected Seating. Section 1030.6.2

1203.2.19 {No change}

1203.2.20 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

1203.2.21 Airport Traffic Control Towers. A standby system shall be provided in airport traffic control towers more than 65ft. in height. Power shall be provided to the following equipment:

- 1. Pressurization equipment, mechanical equipment and lighting
- 2. Elevator operating equipment.
- 3. Fire alarm and smoke detection systems.

1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproff enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.7.2.

1203.2.23 Elevator Pressurization . Standby power shall be provided for elevator pressurization system as required by the International Building Code. Section 909.21.5.

1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code. Section 717.5.3. exception 2.3.

1203.2.25 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code. Section 504.11, Item 7.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official (90 minutes in 1-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change}

#### 107. [Page 23-22, Section2304.1]

2304.1 Supervision of dispensing

Section 2304.1; change to read as follows:

2304.1 Supervision of dispensing. The dispensing of fuel at motor fuel dispensing facilities shall be in accordance with the following:

- a. Conducted by a qualified attendant; and/or
- b. Shall be under the supervision of a qualified attendant; and/or
- c. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time, the qualified attendant of item #1 or #2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

#### 108. [Page 24-1, Section 2401.2]

2401.2 Non-applicability

Section 2401.2; Delete this section

Section 2401.2 - Delete

# 109. [Page 31-1, Section 3103.3.1]

3103.3..1 Special amusement area.

Section 3103.1; delete this section in its entirety.

Section 3103.1 - Delete

#### 110. [Page 32-13, Table 3206.2]

Table 3206.2, General Fire Protection and Life Safety Requirements.

Table 3206.2: Footnote h is amended as follows:

<u>Table 3206.2 General Fire Protection and Life Safety < Amend footnote "h"></u>

h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

## 111. [Page 32-13, Section 3206.2]

Table 3206-2, General Fire Protection and Lite Safety Requirements Table 3206.2; add footnote j to row titled "High Hazard" and Greater then 300,000 to read as follows:

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the International Building Code shall be used to divide high-piled storage exceeding 500,000 square feet in area.

#### 112. [Page 33-4, Section 3310.1]

Section 3311.1. Required Access

Section 3311.1; change to read as follows:

Section 3311.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet (15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

# 113. [Page 50-4, Section 5003.3.1]

# 5003.3.1 Unauthorized Discharges

Add Section 5003.3.1.5; to read as follows:

5003.3.1.5 Abandoned Hazardous Materials. It shall be the duty of the owner, occupant or person otherwise having supervision or control of any lot, tract or parcel of land, or portion thereof, or any building or portion thereof, whether occupied or unoccupied, improved or unimproved, on or in which abandoned hazardous materials are identified to secure and/or dispose of such hazardous materials in a manner approved by the Fire Marshal or authorized representative at no cost to the City of Burleson. When deemed necessary by the Fire Marshal or authorized representative, such remedial action may be initiated by the Fire Department. Cost of such clean up and disposal shall be borne by the owner, operator or person in control of such location.

"Abandoned Hazardous Materials" shall include but not be limited to clandestine drug lab chemicals or other chemicals that have been deserted or discarded by their original owner or user, or chemicals for which the owner or user cannot be identified and located within a reasonable time under the circumstances existing at the time the chemicals are discovered or identified.

#### 114. [Page 56-1, Section 5601.1.3]

5601.1.3 Fireworks

Section 5601.1.3; change to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited within the corporate limits of the city.

The possession (unless in conjunction with the sale as allowed by SB 1593 passed during the 84<sup>th</sup> legislation session), manufacture, storage (unless in conjunction with the sale as allowed by SB 1593 passed during the 84<sup>th</sup> legislation session), and use of fireworks are declared to be a nuisance and are prohibited within the area immediately adjacent and contiguous to the city limits and extending outside the city limits for a distance of fire thousand (5,000) feet unless such area is within the corporate limits of another municipality.

#### Exceptions:

- 1. Only when approved for fireworks displays, storage and handling of fireworks as provided in Section 5604 and 5608.
- 2. The use of fireworks for approved display as permitted in Section 5608.

#### 115. [Page 57-2, Section 5703.6]

5703.6 Piping systems

Section 5703.6; add a sentence to read as follows:

<u>5703.6 Piping Systems.</u> Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. An *approved* method of secondary containment shall be provided for underground tank and piping systems.

#### 116. [Page 57-14, Section 5704.2.11.4]

5704.2.11.4 Leak prevention

Section 5704.2.11.4; change to read as follows:

<u>5704.2.11.4 Leak prevention.</u> Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

#### 117. [Page 57-14, Section 5704.2.11.4.2]

5704.2.11.4.2 Leak detection

Section 5704.2.11.4.2; change to read as follows:

<u>5704.2.11.5.2 Leak detection.</u> Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

# 118. [Page 57-14, Section 5704.2.11.4.3]

5704.2.11.4.3 Dry sumps observation wells Add section 5704.2.11.4.3; to read as follows:

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum (4) inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point twelve (12) inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of four (4) tubes. Sampling tubes shall be placed in the product line excavation within ten (10) feet of the tank excavation and one every fifty (50) feet routed along product lines towards the dispensers, a minimum of two are required.

#### 119. [Page 57-42, Section 5707.4.7]

5707.4 Mobile fueling areas.

Section 5707.4; add paragraph to read as follows:

Mobile fueling sites shall be restricted to commercial, industrial, government or manufacturing where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

#### 120. [Page 61-2, Section 6103.2.1]

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies Add section 6103.2.1.8 to read as follows:

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply

approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2kg) water capacity. Each device shall be separated from other containers by a distance of not less than twenty (20) feet.

# 121. [Page 61-2, Section 6104.2]

6104.2 Maximum Capacity within Established Limits Section 6104.2; add Exception #2 to read as follows:

Exception #2; Except as permitted in Section 308 and Section 6104.3.3, LP-Gas containers are not permitted in residential areas.

#### 122. [Page 61-2, Section 6104.3]

6104.332 Spas, Pool Heaters and other listed devices Add Section 6104.3.3; to read as follows:

6104.3.3 Spas, Pool Heaters, and other listed devices. Where natural gas service is not available an LP-Gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed two hundred-fifty (250) gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP can be off loaded wholly on the property where the tank is

located may install 500 gallon above ground or 1,000 gallon underground

approved containers.

#### 123. **[Page 61-1, Chapter 61]**

6107.4 Protecting containers from vehicles.

6109.13 Protection of containers.

Section 6107.4 and 6109.13; change to read as follows.

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas. LP-gas containers, regulators and piping shall be protected in accordance with Section 312.

6109 .13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Exception: Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.

#### 124. [Page 477, Appendix B, Fire-Flow Requirements for Buildings]

Appendix B, Fire-Flow Requirements for Buildings Adopting of Appendix B

The City of Burleson has adopted Appendix B, Fire-Flow Requirements for Buildings as part of the adoption of the 2021 International Fire Code, with the following change to Table B105.2, footnote a.

Table B105.2; change footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

# 125. [**Page D-1**, **Appendix D**]

Appendix D Fire Apparatus Access Roads

Adopting of Appendix D

The City of Burleson has adopted Appendix B, Fire Apparatus Access roads as part of the adoption of the 2021 International Fire Code, with the following changes to the noted sections of Appendix D.

Section D102.1; change to read as follows:

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 85,000 pounds (38 556 kg)

Section D103.4; change to read as follows:

**D103.4 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with <u>Table D103.4</u>.

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH	WIDTH	TURNAROUNDS REQUIRED	
(feet)	(feet)		
0–150	24	None required	
151–500	1 74	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1	
501–750	/h	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1	

Over 750

# Special approval required

For SI: 1 foot = 304.8 mm.

Section D103.5; change to read as follows:

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria.

1. Where a single gate is provided, the gate width shall be not less than 24 feet (7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall not be less than 12 feet (3658 mm),

Section #103.6; change to read as follows:

**D103.6** Signs. Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four inch (4") white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be 12" wide and 18" high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

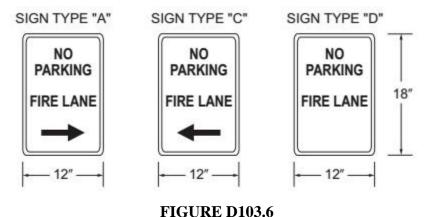


FIGURE DIVS.

#### FIRE LANE SIGNS

Section D103.6.1 and D103.6.2; delete sections as follows:

D103.6.1 – Delete Section D103.6.2 – Delete Section

Section D104.3; change to read as follows:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses or as approved by the fire code official.

Section D105.3; change to read as follows:

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

Section D106.3; change to read as follows:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses or as approved by the fire code official.

Section D107.2; change to read as follows:

D107.2 Remoteness. Where two fire apparatus access roads are required they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses or as approved by the fire code official.

#### 126. [Page L-1, Appendix L]

Appendix L Requirements for Fire Fighter Air Replenishment Systems Adopting of Appendix L

The City of Burleson has adopted Appendix L, Requirements for Fire Fighter Air Replenishment Systems as part of the adoption of the 2021 International Fire Code, with the following changes to the noted sections of Appendix L.

Section L101.1; change to read as follows:

Section L101.1 Scope. Fire fighter air replenishment systems (FARS) may be provided in accordance with this appendix in new buildings when any of the following conditions occur:

- 1. Any new building 5 or more stories in height.
- 2. Any new building with 2 or more floors below grade.
- 3. Any new building 300,000 square feet or more in size.

Each stairwell shall have a supply riser. SCBA fill panels shall be located on odd numbered floors commencing at the first level in the primary stairwell and on even numbered floors commencing at level 2 in the remaining stairwells. Fill panels in buildings over 500,000 square feet shall be located adjacent to each standpipe connection.

Section L104.13.1; delete this section in its entirety.

L104.13.1 – Delete Section

Section L104.14; add paragraph to read as follows:

The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet.

# Sec. 38-193. Compliance certification.

- A. An affidavit may be required by the Fire Marshal, from the installer or manufacturer that indicates compliance with the fire code regarding technical installations of fire related equipment and systems.
- B. Affidavits may be required for the following:
  - 1. Automatic fire alarm systems
  - 2. Automatic fire extinguishing systems
  - 3. Storage and use of explosives
  - 4. Storage and use of hazardous materials
  - 5. Storage and use of combustible or flammable liquids or solids.
  - 6. Fire appliance servicing
  - 7. Flame retardant applications
  - 8. Liquefied gas installations and operations
  - 9. Radioactive material storage and handling
  - 10. Emergency lighting systems
  - 11. Emergency power systems
  - 12. Fire fighter air replenishment systems
- C. The affidavit when required shall be filed with the office of the Fire Marshal before final approval of the activity of installation.

#### Sec. 38-194. Wood shingle roofs prohibited.

- A. Wood shingle roofing shall be prohibited as a roofing material on the following:
  - 1. Single family detached;
  - 2. Single family attached;
  - 3. Two family dwelling;
  - 4. Multi-family dwelling; and
  - 5. Those structures falling under the Texas condominium statutes and constructed after the effective date of this amendment.
- B. Wood shingles shall not be permitted on an existing single-family detached structure constructed before the date of this amendment, if the structure had roofing material other than wood shingles previous to the date of this amendment.

#### Sec. 38-195. Railroad responsible for certain fires.

- A. Generally. A railroad company shall be responsible for reimbursing the city for all costs the city incurs in responding to a fire started by a spark, flame, ember, or other material capable of starting a fire that is emitted from a train operated by the railroad company while the train is inside the city limits.
- B. *Rebuttable presumption.* It is presumed that a spark, flame, ember, smoke, or other material emitted from a train started a fire if:
  - (1) A witness saw the fire ignited by a spark, flame, ember, smoke, or other material capable of starting a fire coming from the train; or
  - (2) The following circumstantial evidence exists:
    - a. The train passed near the origination of the fire;
    - b. The fire began shortly after the passage of the train;
    - c. No fire existed on the premises or in the vicinity of the premises before the train passed; and
    - d. All the facts and circumstances fairly warrant a conclusion that the fire did not originate from some other source.

Secs. 38-196-38-230.-Reserved."

#### **SECTION 2.**

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 3.**

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 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

#### **SECTION 5.**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid 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<sub>6</sub>.

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 any ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

#### SECTION 7.

Unless otherwise provided herein, any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be deemed guilty of a Class C misdemeanor and fined no more than Two Thousand Dollars (\$2,000.00) for all violations involving zoning, fire safety or public health and sanitation, and shall be fined not more than Five Hundred Dollars (\$500.00) for all other violations of this Ordinance. Each day that a violation is permitted to exist shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Burleson from filing suit to enjoin the violation. Burleson retains all legal rights and remedies available to it pursuant to local, state and federal law.

#### **SECTION 8.**

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

# AND IT IS SO ORDAINED.

PASSED AND APPROV	, 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 Sec	cretary	E. Allen Taylor, Jr., City Attorney	



# **City Council Regular Meeting**

**DEPARTMENT: Legal** 

FROM: Matt, Ribitzki, Deputy City Attorney

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a minute order ratifying a five-year farm lease with Jody Land for the property for approximately 46 acres located at 2140 & 2250 SW Hulen St., Burleson, Texas. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney)

#### **SUMMARY:**

Mr. Land approached the city in July inquiring about the property that the city had recently purchased. At the time, city staff was determining maintenance options for the property. During this discussion, city staff contacted the individual who had a prior lease that terminated when the real estate contract was executed, inquiring about leasing the land again. He expressed no interest in engaging in another lease. Given this information, staff negotiated an agreement with Mr. Land for the property outlined in Exhibit A of the contract.

Mr. Land will be expected to maintain the property in good working order. He has expressed interest in planting a seasonal crop on the property. The lease term is five years and can be terminated with 180 days' written notice. Per the terms of the lease agreement, Mr. Land will pay the city one hundred dollars annually in rent. City staff believes the lease primarily benefits the city and type A corporation by reducing the mowing and maintenance costs associated with the property.

#### **OPTIONS:**

1) Example: Approve as presented

2) Example: Approve with changes

Example: Deny

#### **RECOMMENDATION:**

N/A

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

N/A

# **FISCAL IMPACT:**

N/A

# **STAFF CONTACT:**

Name: Matt Ribitzki

Title: Senior Deputy City Attorney

mribitzki@burlesontx.com

817-426-9664



# Farm Lease

October 2, 2023

# Summary of Lease

• In the proposed farm lease the city would lease approximately 46 acres to Mr. Jody Land. The 46 acres is near the intersection of Alsbury Blvd and Hulen St, and outlined below:



# Summary of Lease Continued

- The annual rent due to the city under the lease is one hundred dollars.
- City staff believes the lease benefits the city by reducing the mowing and maintenance costs associated with the property.
- The term of the lease is five years, but either party may cancel the lease at any time with 180 days' notice.
- Mr. Land will use the property for planting, raising, and harvesting seasonal crops that are consistent with farming operations in Johnson County, Texas.
- Mr. Land may apply annual herbicide to the property to improve soil conditions, but must comply with all federal, state and local laws/ordinances.

# Staff Recommendation

• Approve a farm lease with Mr. Jody Land for the approximate 46-acre property located near the intersection of Alsbury Blvd and Hulen St.

#### **FARM LEASE**

THE STATE OF TEXAS § COUNTY OF JOHNSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Johnson and Tarrant County, and Burleson 4A Economic Development Corporation, a Texas economic development corporation, together hereinafter referred to as "Lessor", and Jody Land, an individual, hereinafter referred to as "Lessee." In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 46 acres, more or less, situated in Johnson County, Texas, as depicted in "A" (the "Premises"), subject to the following terms and conditions:

#### ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be one day less than five (5) years, commencing on the 2nd day of October, 2023 (the "Commencement Date") and terminating on the 30th day of September, 2024 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period:
Second Lease Period:
October 2, 2023, to September 30, 2024
October 1, 2024, to September 30, 2025
Third Lease Period:
October 1, 2025, to September 30, 2026
Fourth Lease Period:
October 1, 2025, to September 30, 2027
Fifth Lease Period:
October 1, 2027, to September 30, 2028

# ARTICLE 2: RENT; PAYMENT OF RENT

Lessor agrees to lease the Premises to Lessee for and in consideration of Lessee's maintaining the property and Lessee's compliance with the provisions established in this Lease Agreement. In addition to the above consideration, Lessee agrees to pay Lessor \$100.00 in rent for each lease period. Lessee shall pay Lessor rent within thirty (30) days of October 1st each year. All rental payments must be made payable to City of Burleson and be hand delivered or mailed to the City of Burleson, Attn: Finance, 141 W Renfro St, Burleson, Texas 76028.

#### **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

#### **ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Johnson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

Notwithstanding the above, Lessee may only plant wheat, Sudan, or Hybrid Grass. Other applications or crops outside of above must be approved by the City in writing on a case by case basis. Lessee shall keep the property mowed and cleaned up, and the land of bushes and trees in the open areas of the field. Lessee from time to time, at its discretion apply liquid or granular fertilizer and herbicide to improve the quality of the crop. Applications shall be consistent in variation to Super Nitro 28-0-0 for fertilizer and 2,4-D Amine 4 Herbicide. Other applications outside of the above must be approved by the City in writing prior to application. Lessee shall maintain communication with the adjacent landowner at 2410 SW Hulen Street, informing the homeowner tentative schedules for maintaining and improving the property.

#### **ARTICLE 6: UTILITIES**

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

#### ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.
- B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

- D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.
- E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the City of Burleson, the County of Johson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.
- F. Keep all gates on the Premises, if any, closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.
- G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

#### ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

#### ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS. DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN: OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON. OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS. DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision. Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- 1. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- 2. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- 3. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

#### ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

#### ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

#### ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises. Notwithstanding the above, Lessor may transfer its interest in the Premises between the two entities comprising the Lessor without triggering the termination specified in this Article.

#### ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment

required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

#### ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION. THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGUL:ATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE. AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### **ARTICLE 18: CONDEMNATION**

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold

to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### ARTICLE 19: MISCELLANEOUS PROVISIONS

- A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
- B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Johnson County, Texas, and exclusive jurisdiction and venue shall lie in Johnson County, Texas.
- C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
- D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.
- E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense or damage caps available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.
- G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.
- H. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: City of Burleson, Attn: City Manager, 141 W Renfro St, Burleson, TX 76028

LESSEE: Jody Land, 1200 County Road 914A, Burleson, TX 76028

- I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.
- J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.
- K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this 2nd day of October, 2023.

LESSOR:

CITY OF BURLESON

By:\_\_\_\_\_
Printed Name: Tommy Ludwig
Title: City Manager

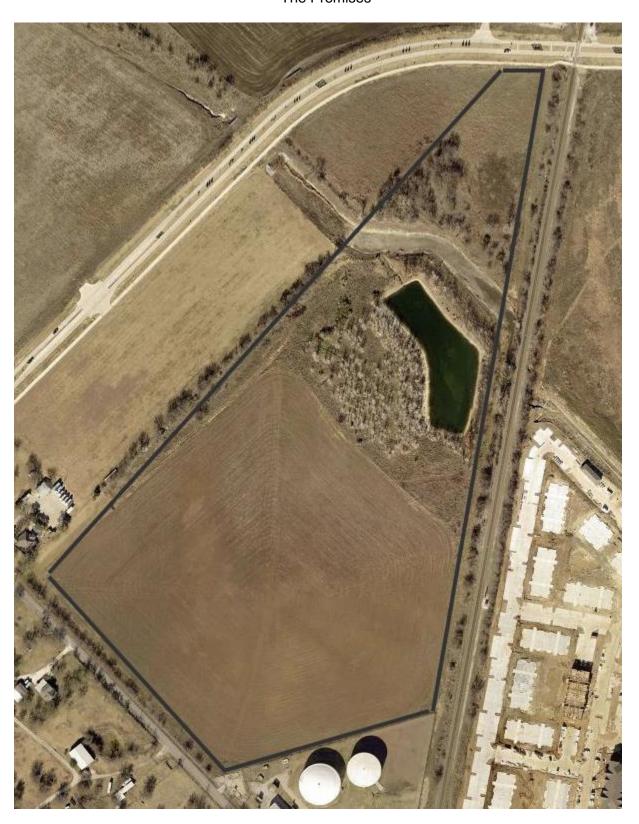
BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By:\_\_\_\_
Printed Name: Dan McClendon
Title: President

LESSEE:

By:\_\_\_\_
Printed Name: Jody Land

Exhibit "A" The Premises





#### Texas AgAdvantage

#### Policy Declarations - Form TAA-A4

**Texas Farm Bureau Underwriters** 7420 Fish Pond Road • Waco, TX 76710-1010

Mailing Address: PO Box 2689 • Waco, TX 76702-2689

#### Your policy is hereby amended to read

FOR YOUR AUTO-FIRE-LIFE-HEALTH INSURANCE NEEDS CONTACT YOUR LOCAL AGENT AT 817-558-2848 JOHNSON COUNTY FARM BUREAU, PO BOX 745, CLEBURNE TX 76033 OR VISIT US AT WWW.TXFB-INS.COM FOR POLICYHOLDER INFORMATION

Named Insured/Mailing Address

RICHARD G LAND AND WIFE BRENDA LAND 1200 COUNTY ROAD 914A BURLESON TX 76028-7724

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DECL NUMBER				
29				
MEMBER NUMBER(S)				
BJ3T				
POLICY PERIOD DATES				
09/18/2023				
E: 07/12/2024				

AT 12:01 A.M. STANDARD TIME AT THE LOCATION OF DESCRIBED PROPERTY STATED BELOW IN THE COUNTY OF JOHNSON

LOCATION OF DESCRIBED PROPERTY: 0.1 acres @ 1200 COUNTY ROAD 914A, BURLESON, TX 76028-7724	City Limit: No	<b>PPC:</b> 5			
CONSTRUCTION: Frame					
ROOF YEAR: 2004 ROOF AGE: 19 ROOF CONSTRUCTION: Metal					
PREMIUM SUMMARY					
BASIC PREMIUM (EXCLUDING ENDORSEMENT PREMIUM)					
SECTION IV PREMIUM (EXCLUDING ENDORSEMENT PREMIUM)		\$204			
TOTAL DISCOUNTS		\$31-			
TOTAL POLICY PREMIUM		\$173			
SECTION I DWELLING COVERAGES	LIMITS OF LIABILITY	PREMIUM			
SECTION I PROPERTY  COVERAGE A. DWELLING  OTHER STRUCTURES	\$322,800 \$65,880				
COVERAGE B. PERSONAL PROPERTY PERSONAL PROPERTY OFF PREMISES	\$193,680 \$19,368				
LOSS OF USE COVERAGE	\$32,280	INCLUDED			
IDENTITY THEFT COVERAGE	\$5,000	NO CHARGE			
DISCOUNTS INCLUDED					
Claims Free					
Companion Policy					
Metal Roof					
DEDUCTIBLES (SECTION I ONLY)	AMOUNT OF DEDUCTIBLE	DEDUCTIBLE ADJUSTMENT PREMIUM			
Deductible Clause 1 Windstorm, Hurricane or Hail	\$16,140				
Deductible Clause 2 All Other Perils	\$16,140				
SECTION I - ENDORSEMENTS					
TAA-996, TAA-400, TAA-405, TAA-410, TAA-426, TAA-445, TAA-800B, TAA-904, TAA-925	5				

**DECTAA 09-17** 

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SECTION II LIABILITY COVERAGES	LIMITS OF LIABILITY	PREMIUM
GENERAL AGGREGATE LIMIT	\$2,000,000	
COVERAGE C. PERSONAL LIABILITY (EACH OCCURRENCE)	\$1,000,000	Included
COVERAGE C. 1 The acreage and location of the residence farm/ranch premises is: 0.1 acres @ 1200 COUNTY ROAD 914A, BURLESON, TX 76028-7724		
The acreage and location of all other farm/ranch premises other than the residence farm/ran owned by the <b>insured</b> , occupied by the <b>insured</b> , and/or rented by the <b>insured</b> to others are: 63 acres @ 1.0 mile(s), S, FM 1021, FM 914 A 24 acres @ 2410 Sw Hulen St, Burleson, TX 76028-8019 Nickname: burleson city of  Total Acreage 87.1	ch With/Without Buildings With Without	
COVERAGE C.2.  All farm/ranch premises with buildings other than residence farm/ranch premises owned by insured, occupied by the insured, and/or rented by the insured to others:  No. of premises 1	the	
COVERAGE C.3.  No <b>business</b> pursuits, other than <b>farming</b> , are conducted on the <b>insured</b> location.  Exceptions, if any:		
COVERAGE D. MEDICAL PAYMENTS TO OTHERS (EACH PERSON)	\$5,000	
COVERAGE E. CHEMICAL DRIFT LIABILITY – AGGREGATE LIMIT	\$25,000	
COVERAGE F ANIMAL COLLISION Animal Collision (Market value not exceeding \$1500 each animal) Coverage is provided for the number of head denoted below: 10		
COVERAGE H. RECREATIONAL LAND USE LIABILITY  Bodily Injury \$ 500,000 each person \$ 1,000,000 each occurrence  Property Damage \$ 100,000 each occurrence  Total receipts		
SECTION II - ENDORSEMENTS		
TAA-400, TAA-530, TAA-531, TAA-534, TAA-536, TAA-537, TAA-539, TAA-602		

#### 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. CERTIFICATION OF FILING 1 Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: 2023-1075449 Jody Land Date Filed: Burleson, TX United States 09/25/2023 Name of governmental entity or state agency that is a party to the contract for which the form is Date Acknowledged: 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. 12345 Farming land Nature of interest (check applicable) City, State, Country (place of business) Name of Interested Party Intermediary Controlling X Burleson, TX United States Land, Jody Χ Burleson, TX United States Land, Brenda 5 Check only if there is NO Interested Party. 6 UNSWORN DECLARATION My name is Jody Land and my date of birth is USA My address is 1200 County Road 914A TX Burleson (zip code) (country) (state) I declare under penalty of perjury that the foregoing is true and correct. \_County, State of \_Texas \_\_\_, on the 25 day of September 2023 Executed in Johnson

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity (Declarant)

Version V3.5.1.99923476



#### **City Council Regular Meeting**

**DEPARTMENT: Legal** 

FROM: Matt, Ribitzki, Deputy City Attorney

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a five-year farm lease with Jody Land for the property for approximately 46 acres located at 2140 & 2250 SW Hulen St., Burleson, Texas. (Staff Contact: Matt Ribitzki, Senior Deputy City Attorney)

#### **SUMMARY:**

Mr. Land approached the city in July inquiring about the property that the city had recently purchased. At the time, city staff was determining maintenance options for the property. During this discussion, city staff contacted the individual who had a prior lease that terminated when the real estate contract was executed, inquiring about leasing the land again. He expressed no interest in engaging in another lease. Given this information, staff negotiated an agreement with Mr. Land for the property outlined in Exhibit A of the contract.

Mr. Land will be expected to maintain the property in good working order. He has expressed interest in planting a seasonal crop on the property. The lease term is five years and can be terminated with 180 days' written notice. Per the terms of the lease agreement, Mr. Land will pay the city one hundred dollars annually in rent. City staff believes the lease primarily benefits the city by reducing the mowing and maintenance costs associated with the property.

#### **OPTIONS:**

Example: Approve as presented
 Example: Approve with changes

3) Example: Deny

#### **RECOMMENDATION:**

N/A

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

N/A

#### **FISCAL IMPACT:**

N/A

#### **STAFF CONTACT:**

Name: Matt Ribitzki

Title: Senior Deputy City Attorney

mribitzki@burlesontx.com

817-426-9664



## Farm Lease

October 2, 2023

# Summary of Lease

- The lease, as depicted in the exhibit is for approximately 46 acres.
- The term for the lease is five-years with a 180 day cancellation, mutual to both parties.



# Summary of Lease Continued

- The lessor, Jody Land will use the property for planting, raising, and harvesting crops that are consistent with farming operations in Johnson County, Texas.
- The lessor will apply annual herbicide to the property to improve soil conditions, and apply with all federal, state and local laws/ordinances.
- The lease, if approved by council will begin on October 2, 2023 and terminate September 30, 2028.

## Staff Recommendation

Approval of a Farm Lease with Jody Land for the property located at 2140 & 2450
 SW Hulen Street

#### **FARM LEASE**

THE STATE OF TEXAS § COUNTY OF JOHNSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between the City of Burleson, Texas, a home rule municipal corporation located in Johnson and Tarrant County, and Burleson 4A Economic Development Corporation, a Texas economic development corporation, together hereinafter referred to as "Lessor", and Jody Land, an individual, hereinafter referred to as "Lessee." In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately 46 acres, more or less, situated in Johnson County, Texas, as depicted in "A" (the "Premises"), subject to the following terms and conditions:

#### ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be one day less than five (5) years, commencing on the 2nd day of October, 2023 (the "Commencement Date") and terminating on the 30th day of September, 2024 (the "Termination Date"), unless sooner terminated in accordance with this Lease. The five (5) separate lease periods that make up the total term of this Lease are as follows:

First Lease Period:
Second Lease Period:
October 2, 2023, to September 30, 2024
October 1, 2024, to September 30, 2025
Third Lease Period:
October 1, 2025, to September 30, 2026
Fourth Lease Period:
October 1, 2025, to September 30, 2027
Fifth Lease Period:
October 1, 2027, to September 30, 2028

#### ARTICLE 2: RENT; PAYMENT OF RENT

Lessor agrees to lease the Premises to Lessee for and in consideration of Lessee's maintaining the property and Lessee's compliance with the provisions established in this Lease Agreement. In addition to the above consideration, Lessee agrees to pay Lessor \$100.00 in rent for each lease period. Lessee shall pay Lessor rent within thirty (30) days of October 1st each year. All rental payments must be made payable to City of Burleson and be hand delivered or mailed to the City of Burleson, Attn: Finance, 141 W Renfro St, Burleson, Texas 76028.

#### **ARTICLE 3: TAXES**

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises and any ad valorem taxes assessed against the Premises. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

#### **ARTICLE 4: SUBORDINATION**

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Johnson County, Texas. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for agricultural or other purposes and that Lessee shall only have farming rights to the Premises and shall not have any rights to farm or use such adjoining acreage.

Notwithstanding the above, Lessee may only plant wheat, Sudan, or Hybrid Grass. Other applications or crops outside of above must be approved by the City in writing on a case by case basis. Lessee shall keep the property mowed and cleaned up, and the land of bushes and trees in the open areas of the field. Lessee from time to time, at its discretion apply liquid or granular fertilizer and herbicide to improve the quality of the crop. Applications shall be consistent in variation to Super Nitro 28-0-0 for fertilizer and 2,4-D Amine 4 Herbicide. Other applications outside of the above must be approved by the City in writing prior to application. Lessee shall maintain communication with the adjacent landowner at 2410 SW Hulen Street, informing the homeowner tentative schedules for maintaining and improving the property.

#### **ARTICLE 6: UTILITIES**

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

#### ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

- A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the term of this Lease.
- B. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.
- C. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

- D. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.
- E. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the City of Burleson, the County of Johson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.
- F. Keep all gates on the Premises, if any, closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.
- G. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

#### ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

#### ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS. DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN: OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON. OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS. DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision. Lessee hereby agrees to maintain, at all times during the Term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least \$1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies. Lessee further agrees to maintain at all times during the Term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

#### ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

- 1. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or
- 2. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or
- 3. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

#### ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, upon giving one-hundred eighty (180) calendar days written notice to the other party. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

#### ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

#### ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the term of this Lease, in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

#### ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the term of this Lease. If during the term of this Lease, the Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than one hundred eighty (180) calendar days from the date in which Lessor gives Lessee notice that the Premises has been sold, Lessee shall vacate the Premises. Notwithstanding the above, Lessor may transfer its interest in the Premises between the two entities comprising the Lessor without triggering the termination specified in this Article.

#### ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment

required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

#### ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION. THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGUL:ATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE. AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

#### **ARTICLE 18: CONDEMNATION**

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold

to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

#### ARTICLE 19: MISCELLANEOUS PROVISIONS

- A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.
- B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Johnson County, Texas, and exclusive jurisdiction and venue shall lie in Johnson County, Texas.
- C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.
- D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.
- E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense or damage caps available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.
- G. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.
- H. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: City of Burleson, Attn: City Manager, 141 W Renfro St, Burleson, TX 76028

LESSEE: Jody Land, 1200 County Road 914A, Burleson, TX 76028

- I. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.
- J. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.
- K. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this 2nd day of October, 2023.

LESSOR:

CITY OF BURLESON

By:\_\_\_\_\_
Printed Name: Tommy Ludwig
Title: City Manager

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By:\_\_\_\_
Printed Name: Dan McClendon
Title: President

LESSEE:

By:\_\_\_\_
Printed Name: Jody Land

Exhibit "A" The Premises





#### Policy Declarations - Form TAA-A4

**Texas Farm Bureau Underwriters** 7420 Fish Pond Road • Waco, TX 76710-1010

Mailing Address: PO Box 2689 • Waco, TX 76702-2689

#### Your policy is hereby amended to read

FOR YOUR AUTO-FIRE-LIFE-HEALTH INSURANCE NEEDS CONTACT YOUR LOCAL AGENT AT 817-558-2848 JOHNSON COUNTY FARM BUREAU, PO BOX 745, CLEBURNE TX 76033 OR VISIT US AT WWW.TXFB-INS.COM FOR POLICYHOLDER INFORMATION

Named Insured/Mailing Address

RICHARD G LAND AND WIFE BRENDA LAND 1200 COUNTY ROAD 914A BURLESON TX 76028-7724

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OLICY NUMBER	DECL NUMBER			
0032899	29			
MEMBER NUMBER(S)				
BJ3T				
POLICY PERIOD DATES				
EFFECTIVE DATE	: 09/18/2023			
EXPIRATION DAT	E: 07/12/2024			

AT 12:01 A.M. STANDARD TIME AT THE **LOCATION OF DESCRIBED PROPERTY** STATED BELOW IN THE COUNTY OF JOHNSON

LOCATION OF DESCRIBED PROPERTY: 0.1 acres @ 1200 COUNTY ROAD 914A, BURLESON, TX 76028-7724	City Limit: No	<b>PPC:</b> 5
CONSTRUCTION: Frame		
ROOF YEAR: 2004 ROOF AGE: 19 ROOF CONSTRUCTION: Metal		
PREMIUM SUMMARY		
BASIC PREMIUM (EXCLUDING ENDORSEMENT PREMIUM)		
SECTION IV PREMIUM (EXCLUDING ENDORSEMENT PREMIUM)		\$204
TOTAL DISCOUNTS		\$31-
TOTAL POLICY PREMIUM		\$173
SECTION I DWELLING COVERAGES	LIMITS OF LIABILITY	PREMIUM
SECTION I PROPERTY COVERAGE A. DWELLING OTHER STRUCTURES	\$322,800 \$65,880	
COVERAGE B. PERSONAL PROPERTY PERSONAL PROPERTY OFF PREMISES	\$193,680 \$19,368	
LOSS OF USE COVERAGE	\$32,280	INCLUDED
IDENTITY THEFT COVERAGE	\$5,000	NO CHARGE
DISCOUNTS INCLUDED		
Claims Free		
Companion Policy		
Metal Roof		
DEDUCTIBLES (SECTION I ONLY)	AMOUNT OF DEDUCTIBLE	DEDUCTIBLE ADJUSTMENT PREMIUM
Deductible Clause 1 Windstorm, Hurricane or Hail Deductible Clause 2 All Other Perils	\$16,140 \$16,140	
SECTION I - ENDORSEMENTS		
TAA-996, TAA-400, TAA-405, TAA-410, TAA-426, TAA-445, TAA-800B, TAA-904, TAA-925		

**DECTAA 09-17** 

315

Policy Number: 0032899

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SECTION II LIABILITY COVERAGES	LIMITS OF LIABILITY	PREMIUM
GENERAL AGGREGATE LIMIT	\$2,000,000	
COVERAGE C. PERSONAL LIABILITY (EACH OCCURRENCE)	\$1,000,000	Included
COVERAGE C. 1		
The acreage and location of the residence farm/ranch premises is: 0.1 acres @ 1200 COUNTY ROAD 914A, BURLESON, TX 76028-7724		
The acreage and location of all other farm/ranch premises other than the residence farm/ran owned by the <b>insured</b> , occupied by the <b>insured</b> , and/or rented by the <b>insured</b> to others are:	ch With/Without Buildings	
63 acres @ 1.0 mile(s), S, FM 1021, FM 914 A	With	
24 acres @ 2410 Sw Hulen St, Burleson, TX 76028-8019	Without	
Nickname: burleson city of		
Total Acreage <u>87.1</u>		
All farm/ranch premises with buildings other than residence farm/ranch premises owned by insured, occupied by the insured, and/or rented by the insured to others:  No. of premises 1  COVERAGE C.3.  No business pursuits, other than farming, are conducted on the insured location.  Exceptions, if any:	the	
COVERAGE D. MEDICAL PAYMENTS TO OTHERS (EACH PERSON)	\$5,000	
COVERAGE E. CHEMICAL DRIFT LIABILITY – AGGREGATE LIMIT	\$25,000	
COVERAGE F ANIMAL COLLISION Animal Collision (Market value not exceeding \$1500 each animal) Coverage is provided for the number of head denoted below: 10		
COVERAGE H. RECREATIONAL LAND USE LIABILITY  Bodily Injury \$ 500,000 each person \$ 1,000,000 each occurrence  Property Damage \$ 100,000 each occurrence  Total receipts		
SECTION II - ENDORSEMENTS		
TAA-400, TAA-530, TAA-531, TAA-534, TAA-536, TAA-537, TAA-539, TAA-602		

#### 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. CERTIFICATION OF FILING 1 Name of business entity filing form, and the city, state and country of the business entity's place Certificate Number: 2023-1075449 Jody Land Date Filed: Burleson, TX United States 09/25/2023 Name of governmental entity or state agency that is a party to the contract for which the form is Date Acknowledged: 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. 12345 Farming land Nature of interest (check applicable) City, State, Country (place of business) Name of Interested Party Intermediary Controlling X Burleson, TX United States Land, Jody Χ Burleson, TX United States Land, Brenda 5 Check only if there is NO Interested Party. 6 UNSWORN DECLARATION My name is Jody Land and my date of birth is USA My address is 1200 County Road 914A TX Burleson (zip code) (country) (state) I declare under penalty of perjury that the foregoing is true and correct. \_County, State of \_Texas \_\_\_, on the 25 day of September 2023 Executed in Johnson

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Signature of authorized agent of contracting business entity (Declarant)

Version V3.5.1.99923476



#### **City Council Regular Meeting**

**DEPARTMENT:** Parks and Recreation

FROM: Jen Basham, Parks and Recreation Director

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a minute order rejecting bids for ITB 2023-022 Oak Valley Park S Trail. (Staff Presenter: Jen Basham, Parks and Recreation Director)

#### **SUMMARY:**

The purpose of this item is to reject bids received for the construction of a 6-foot concrete trail with flume extension, headwall, and ramp connecting Oak Valley Estates Phases 6 and 7 to the Oak Valley Trail at Hidden Creek Parkway via Oak Valley South Park. The purpose of the rejection is to allow for City staff to rebid the item and improve the quality and experience requirements in the bid.

#### **OPTIONS:**

- Approve as presented
- 2) Deny

#### **RECOMMENDATION:**

Staff recommends approving a minute order rejecting bids for ITB 2023-022 Oak Valley Park S Trail.

#### **STAFF CONTACT:**

Jen Basham, CPRE
Parks and Recreation Director
<a href="mailto:jbasham@burlesontx.com">jbasham@burlesontx.com</a>
817-426-9291

# Reject Bids for ITB 2023-022 Oak Valley South

Trail

City Council: October 2, 2023

### Overview

- (1) Background
- 2 Project Scope
- 3 Site Plan
- 4 Bids Rejection
- (5) Timeline
- 6 Action Options

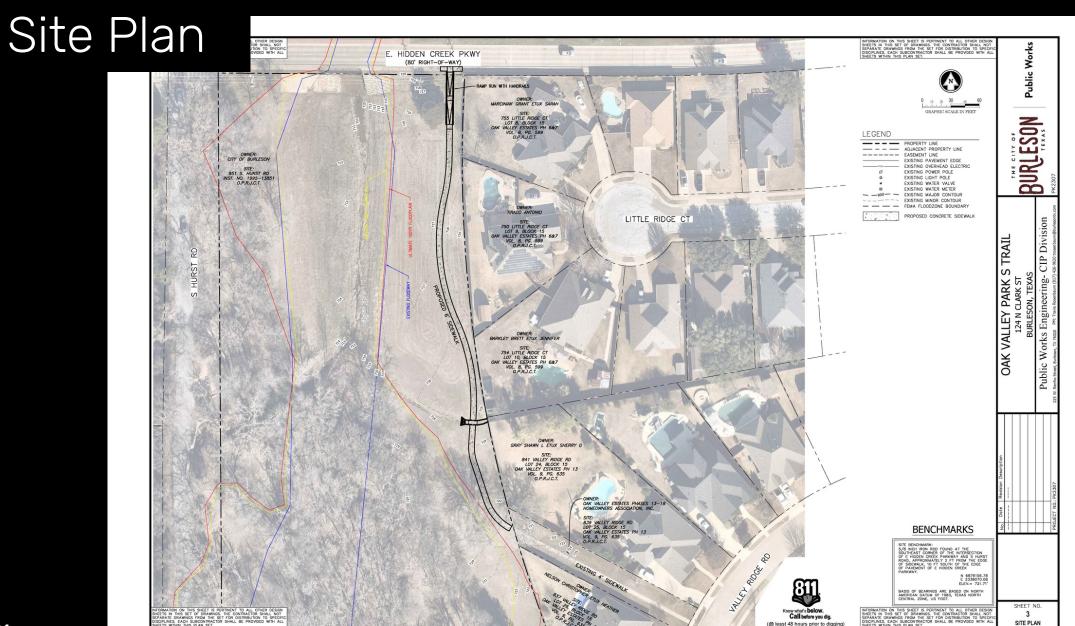


## Background

- In 2022 staff received a request to research a project that was originally designed in 2018 to see if the project could be constructed
- The plans found were incomplete and needed to be updated. Staff worked with our City engineering dept to update the plans in-house
- The project now includes a 6-foot concrete path connecting Oak Valley Estates connector path to Oak Valley South Park







## Project Scope

- Excavation, grading, and disposal
- Install 505 linear feet of 6 ft wide concrete sidewalk on compacted subgrade
- Pipe handrail
- Concrete flume
- Steel plate flume crossing
- Restoration with bermuda sod and temporary irrigation to establishment

Grouted rip-rap at drainage areas





## Construction Bid Summary for ITB 2023-022



- Invitation to bid issued with 6 submissions received
- Budget: \$260,000.00
  - High: \$189,521.00
  - Median: \$115,337.50
  - Low: \$86,629.00 (bidder did not have qualified/relevant project experience)
- Funding source: 4B Bonds
- Recommending to reject bids for ITB 2023-022 Oak Valley Park S Trail
  - To improve qualifications and experience required of bidders



## **Estimated Timeline**





## Options

Staff recommendation



Approve a minute order rejecting bids for ITB 2023-022 Oak Valley Park S Trail



Deny a minute order rejecting bids for ITB 2023-022 Oak Valley Park S Trail





#### **City Council Regular Meeting**

**DEPARTMENT:** Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a professional services contract with McCaslin Hotel Consulting, LLC to conduct a market study for a proposed hotel and convention center in Burleson, Texas in the amount of \$65,000. (Staff Presenter: Alex Philips, Economic Development Director)

#### **SUMMARY:**

City of Burleson is evaluating the feasibility of a potential Hotel and Conference Center to be located in Burleson, Texas. McCaslin Hotel Consulting has submitted a proposal to assess the demand for the proposed Hotel and Conference Center and to recommend the type of hotel, amount and configuration of meeting space and amenities needed in the market.

Randy McClaslin, and Patrick McClaslin make up McClaslin Hotel Consulting, LLC. Combined, the McClaslin's have more than 60 years of professional experience in the hospitality industry, and have extensive experience and expertise with hotel consulting projects. Clients include hotel owners and developers, lenders and investors, all major hotel brands, hotel managements companies and dozens of municipalities primarily in the South Central Region of the U.S., including Texas.

#### **SCOPE OF WORK**

Market Study for Proposed Hotel and Conference Center

- Phase 1 Market Analysis & Hotel Meeting Needs Assessment
- Phase 2 Financial Analysis
- Phase 3 Formal Written Report

**Optional Additional Services** 

- Phase 4 IRR/Gap (Incentives) Analysis
- Phase 5 Economic Impact Analysis
- Phase 6 Developer Selection Process

#### Phase 1 - Market Analysis & Hotel Meeting Needs Assessment

 Boots on the ground reviewing all existing project materials, evaluating current market, and meeting with key stakeholders to determine needs

#### Phase 2 – Financial Analysis & Forecast

 Prepare a 10-year financial projection for the proposed Hotel and Conference Center to the point of net operating income after reserve for replacement utilizing the *Uniform* System of Accounting for the Lodging Industry

#### Phase 3 – Written Report

• Prepare a detailed written report outlining our findings and recommendations

#### **Optional Additional Services**

If it is determined that there is a need for the proposed Hotel and Conference Center, we can complete the following additional services, to help move the project forward

#### Phase 4 – IRR/Gap (Incentives) Analysis

- Conduct a gap analysis to determine the amount of investor-related incentives needed to
  make the proposed Hotel and Conference Center feasible. The gap analysis will include
  an estimate of the development costs for the project, loan to value ratio, interest rate and
  term, net operating income and appropriate cap rate to determine the Internal Rate of
  Return, as well as the resulting gap.
- Assess the hotel developer related incentive fees required for the management of the project by the developer.
- Recommend the types of incentives utilized by other public entities to bridge the gap and make the proposed Hotel and Conference Center feasible.

#### Phase 5 – Economic Impact Analysis

The economic impact analysis would be based on the research conducted during the market study utilizing the RIMS II multipliers from the U.S. Department of Commerce's Bureau of Economic Analysis. The scope of this analysis is, as follows:

- Estimate the economic impact from the direct spending for the construction of the proposed Hotel and Conference Center
- Estimate the economic impact from the direct spending from the operation of the proposed Hotel and Conference Center
- Estimate the number of new jobs generated during the construction period and from operations
- Estimate the indirect spending that results from the direct spending being re-spent in the local economy
- Estimate the fiscal impact including hotel occupancy tax, sales tax and property tax generated by the proposed Hotel and Conference Center
- Prepare a separate letter report summarizing our findings and conclusions.

#### Phase 6 - Hotel Developer Selection Process

Following the market study, the next steps required to move the proposed Hotel and Conference Center forward to completion is the selection of a qualified hotel developer for the proposed Hotel and Conference Center.

In the event that there is a need to identify and select a list of potential hotel developers, McCaslin Hotel Consulting, LLC can assist with this process. After completing market studies for more than 60 proposed hotel and convention/conference centers, we have an exclusive list of developers that have successfully completed these projects.

The scope of this process is, as follows:

- Meet with the project team to discuss the process in terms of goals and objectives, potential brands, list of potential developers, solicitation process, selection criteria and other relevant topics
- With the project team's approval, send copies of the McCaslin Hotel Consulting, LLC's market study to potential brands and developers with a letter of invitation
- Send an RFQ/RFI to the interested brands and developers with instructions and deadlines for completion
- Upon receipt of proposal responses to the RFQ/RFI, review and score each proposal based on the list of objective selection criteria established in the RFQ/RFI
- Prepare a summary report for the project team that will provide a summary of analysis and ranking of each proposal
- Meet with the project team to review the summary report and determine which hotel development firms to invite for an interview
- Invite and schedule interviews with the potential hotel development firms with McCaslin Hotel Consulting, LLC and the project team
- Assist the project team in determining the most appropriate developer for the proposed Hotel and Conference Center

#### PROFESSIONAL FEES & TIMING

Our professional fees are based on the amount of time required to complete the engagement at our standard rates. Fees (including expenses) and timing for each phase are estimated, as follows:

#### Market Study for proposed Hotel and Conference Center:

- Phase 1 Market Analysis \$20,000 2 to 3 weeks
  - Hotel Meeting Needs Assessment 5,000 2 to 4 weeks
- Phase 2 Financial Analysis 6,000 1 week
- Phase 3 Formal Written Report 4,000 1 week

Market Study Total \$35,000 6 to 8 weeks

#### **Optional Additional Services:**

- Phase 4 IRR/Gap (Incentives) Analysis \$5,000 1 week
- Phase 5 Economic Impact Analysis 5,000 1 to 2 weeks
- Phase 6 Developer Selection Process 20,000 6 to 8 weeks

Additional Services Total \$30,000 8 to 10 weeks

Out-of-pocket expenses are included in our professional fees. Travel, lodging, meals, STR report, Moody's Analytics Economic Report, RIMS II multipliers, other third-party data and other project-related expenses, are included in the professional fees quoted above.

#### **RETAINER & INVOICES**

A retainer of \$20,000 is required prior to the commencement of the engagement. The remaining fees will be billed at the end of the engagement. In the event that the engagement is delayed for any reason, we will bill for each phase at the end of each phase.

#### **OPTIONS:**

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

#### **RECOMMENDATION:**

Staff recommends approval

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

N/A

#### **FISCAL IMPACT:**

#### **STAFF CONTACT:**

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



# Economic Development

# **Hotel Study**

**Professional Services Contract** 



## **Presentation Summary**

### Consultant

McCaslin Hotel Consulting

### Proposal

Comprehensive market study for a proposed Hotel and Convention Center.

### Deliverables

The data, a plan and developer contacts to help move the project forward.



## **McCaslin Hotel Consulting**

### The Consultant

- The consultant was highly recommended from another City that has done numerous studies with this firm.
- Staff interviewed the consultant and was impressed with their body of work with similar cities.
- The consultant is very hands on with looking at current inventory, interviewing stakeholders and looking for opportunities for growth.
- The study was a highlighted City Council goal for starting a feasibility process for a Hotel Conference Center.



## McCaslin Hotel Consulting

The Consultant

## Randy and Patrick McCaslin

Co-Founders with 60 years combined experience

### Diverse Clients

Hotel owners and developers, lenders and investors. Dozens of public agencies and municipalities:

Abilene, Cedar Park, Conroe, Irving, Midlothian, Pearland, Southlake, Waco, Mesquite, Tyler and Weatherford among others

### Most Recent Projects

DoubleTree - Abilene

Hyatt Regency - Conroe

Hyatt Regency - Baytown

Marriott - Odessa

Courtyard Marriott - Midlothian

Courtyard Marriott - Pflugerville

\*All above are Hotel/Conference Center

## The Proposal

Services in Scope of Work

## Phase 1 - Market Analysis & Hotel Meeting Needs Assessment

Boots on the ground reviewing all existing project materials (previous studies, plans etc.), evaluating current market, and meeting with key stakeholders to determine needs

## Phase 2 - Financial Analysis

10-year financial projection for the proposed hotel/convention center to the point of net operating income

## Phase 3 - Written Report

Detailed report outlining all findings and recommendations



DoubleTree Abilene

**Marriott** 

Odessa

## **The Proposal**

**Optional Additional Services** 

Phase 4 - Gap (Incentives) Analysis

Determine the amount of investor-related incentives needed to make project feasible

Phase 5 - Economic Impact Analysis

Direct and indirect economic impact; construction, operation, jobs, sales/HOT taxes, etc.

 Phase 6 - Hotel Developer Selection Process

Identify potential developers, brands and other selection criteria, send RFP/RFQ, assist in selection

## **Cost and Funding**

### **Market Study for Proposed H/CC**

- Phase 1 Market Analysis/Needs Assesment
- Phase 2 Financial Ananylsis
- Phase 3 Formal Written Report

\$35,000 - 6 to 8 weeks

### **Optional Additional Service**

- Phase 4 Gap Incentives Analysis
- Phase 5 Economic Impact Analysis
- Phase 6 Developer Selection Process

\$30,000 - 8 to 10 weeks

Staff proposes funding the study with Hotel/Motel Occupancy Tax funds



## Requested Action

- Approve a professional services contract with McCaslin Hotel Consulting, LLC to conduct a market study for a proposed hotel and convention center in Burleson, Texas in the amount of \$65,000
- Deny a professional services contract with McCaslin Hotel Consulting, LLC to conduct a market study for a proposed hotel and convention center in Burleson, Texas in the amount of \$65,000
- Staff recommends approval



#### PROFESSIONAL SERVICES AGREEMENT

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

#### 1. <u>SCOPE OF SERVICES.</u>

Consultant hereby agrees to provide the City with professional services for the purpose of the services outlined in Exhibit A, and B Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

#### 2. TERM.

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

#### 3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount of sixty five thousand dollars and 00 /100 dollars in accordance with the fee schedule incorporated herein as AttachmentB, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Services. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

#### 4. <u>TERMINATION.</u>

#### 4.1. Written Notice.

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

#### 4.2 Non-appropriation of Funds.

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

#### 4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

#### 5. <u>DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.</u>

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

#### 6. RIGHT TO AUDIT.

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

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

#### 7. INDEPENDENT CONTRACTOR.

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

#### 8. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

#### 9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the

assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

#### 10. INSURANCE.

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

#### 10.1 Coverage and Limits

(a) Commercial General Liability \$1,000,000 Each Occurrence \$1,000,000 Aggregate

#### (b) Automobile Liability

\$1,000,000	Each accident on a combined single limit basis or
\$250,000	Bodily injury per person
\$500,000	Bodily injury per person per occurrence
\$100,000	Property damage

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

#### (c) Worker's Compensation

Statutory limits Employer's liability

\$100,000 Each accident/occurrence \$100,000 Disease - per each employee \$500,000 Disease - policy limit

This coverage may be written as follows:

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

#### (d) Errors & Omissions (Professional Liability):

#### \$1,000,000 Per Claim and Aggregate

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

#### 10.2 Certificates.

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

#### 10.3 Additional Insurance Requirements.

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

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

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

#### 12. NON-DISCRIMINATION COVENANT.

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

#### 13. NOTICES.

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

To CITY:

City of Burleson City Manager Attn: Tommy Ludwig 141 W. Renfro St. Burleson, TX 76028

#### To CONSULTANT:

McCaslin Hotel Consulting, LLC						
1111 Rusk Street, #310						
Houston	TX	77002				

#### 14. GOVERNMENTAL POWERS.

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

#### 15. NO WAIVER.

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

#### 16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

#### 17. SEVERABILITY.

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

impaired.

#### 18. **FORCE MAJEURE.**

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

#### 19. HEADINGS NOT CONTROLLING.

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

#### 20. REVIEW OF COUNSEL.

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

#### 21. <u>AMENDMENTS / MODIFICATIONS / EXTENSIONS.</u>

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

#### 22. ENTIRETY OF AGREEMENT.

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

#### 23. <u>SIGNATURE AUTHORITY.</u>

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

#### 24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental

immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

#### 25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

#### **26.** MANDATORY ANTI- BOYCOTTING PROVISION.

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

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

#### 27. <u>NON-EXCLUSIVITY.</u>

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

#### 28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement,

provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

#### 29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

#### 30. <u>COUNTERPARTS; PDF SIGNATURES</u>.

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

The remainder of this page is left intentionally blank



McCaslin Hotel Consulting, LLC 1111 Rusk Street, #310 Houston, Texas, 77002 713.588.6002 mccaslinhotelconsulting.com

#### Exhibit A

July 17, 2023

Mr. Alex Philips Economic Development Director City of Burleson 141 West Renfro Street Burleson, Texas 76028

#### Market Study for a Proposed Hotel and Conference Center in Burleson, Texas

Dear Mr. Philips:

Per your request, we are pleased to submit this proposal to complete a market study for a proposed Hotel and Conference Center to be located in Burleson, Texas.

#### PROPOSED PROJECT

As we understand, the City of Burleson is evaluating the feasibility of a potential Hotel and Conference Center to be located in Burleson, Texas. You would like McCaslin Hotel Consulting, LLC to assess the demand for the proposed Hotel and Conference Center and to recommend the type of hotel, amount and configuration of meeting space and amenities needed in the market.

In addition, you may need assistance conducting an analysis of both the incentives required (IRR / Gap Analysis) to make the project feasible and an analysis of the economic impact of the project to the City of Burleson to be completed. You may also be interested in the implementation of a Developer Selection Process to help to move the project forward to completion.

#### **SCOPE OF WORK**

The scope of work to complete the market study will be completed, as follows:

#### Market Study for Proposed Hotel and Conference Center

Phase 1 – Market Analysis & Hotel Meeting Needs Assessment

Phase 2 – Financial Analysis

Phase 3 – Formal Written Report

#### Optional Additional Services

Phase 4 – IRR/Gap (Incentives) Analysis

Phase 5 – Economic Impact Analysis

Phase 6 – Developer Selection Process

#### Phase 1 – Market Analysis

- Review all project-related materials. These materials could include site plans, relevant market information, site information, a description of the existing meeting facilities in Burleson and the surrounding area, and other relevant project information. We would also need to obtain a list of key community contacts for interview purposes.
- Meet with you and the project team to better understand your vision for the project and to discuss the potential sites, market conditions, concept for the project and other project details.
- Tour Burleson and the surrounding area with representatives of the project team. The tour would include the potential site, key hotels, major corporations, medical centers, universities/colleges, tourist attractions and other important landmarks.
- Inspect the potential site and the surrounding area to determine its impact on the
  performance of the proposed Hotel and Conference Center. The site evaluation
  will provide an evaluation of each site's accessibility, transportation patterns,
  visibility, aesthetic appeal, proximity to demand generators, proximity to food and
  beverage outlets, retail centers, entertainment and other support facilities, and
  physical characteristics that could affect the marketability of the proposed Hotel
  and Conference Center.
- Evaluate economic, demographic and real estate data for the market to determine its impact on the proposed Hotel and Conference Center.
- Interview key representatives of the City of Burleson, Burleson Economic Development, Burleson Convention & Visitors Bureau, major corporations, major medical centers, universities/colleges, area attractions and other demand generators to assess the strength of the local economy, future economic development projects, existing and planned lodging and meeting facilities, the type of hotel and meeting facilities that would benefit the community and to identify lost business.
- Develop a census of the most competitive/comparable hotels in the Burleson market area to provide a base analysis of the existing supply. A custom Smith Travel Research (STR) report will be ordered for the competitive hotels to establish the historical market trends for occupancy, average daily rate (ADR) and revenue per available room (RevPAR).
- Interview representatives of the competitive/comparable hotels to obtain a better understanding of the market, lodging demand, demand segmentation, rate sensitivities and future lodging supply.

Mr. Alex Philips City of Burleson July 17, 2023 Page 3

- Identify hotels that are under construction or proposed within the competitive market and assess their probability of completion and competitiveness to the proposed Hotel and Conference Center.
- Estimate the market segmentation for the competitive/comparable hotels and the proposed Hotel and Conference Center based on the market demand characteristics.
- Assess the seasonality of the lodging demand and the amount of turn away demand at the competitive/comparable hotels.
- Based on the results of our research (including interviews and surveys), recommend the type of hotel, potential brands, number of rooms, amount and configuration of meeting space and other hotel amenities that would be appropriate to meet the identified needs of the market.
- Perform a supply and demand analysis which incorporates new supply, demand segmentation, demand growth and induced demand to estimate future market occupancies for the competitive hotels.
- Perform a fair share analysis for the proposed Hotel and Conference Center based on its location, brand, size and quality of facilities, rate structure, management, marketing and other factors to estimate the future occupancies for the proposed Hotel and Conference Center.
- Estimate the achievable ADR for the proposed Hotel and Conference Center based on the historical rate structure of the competitive set and comparable hotels and the anticipated rate positioning of the proposed Hotel and Conference Center.
- Discuss the market analysis conclusions with you and your project team.

#### Phase 1 – Hotel Meeting Needs Assessment

- Conduct email surveys of any available lists of demand sources, while maintaining
  the confidentiality of your lists (utilizing Survey Monkey). These lists could include
  the Burleson Chamber of Commerce business list, CVB meeting planner list, or
  other potential users of the proposed Hotel and Conference Center to gain
  feedback regarding the number of galas/banquets, conferences, meetings/
  trainings, consumer/trade shows and other events that could be attracted to the
  Burleson market by the proposed Hotel and Conference Center.
- The surveys provide important information about potential demand sources, types of meetings, size and frequency of events, amount of lodging demand, rate potential and services required. The information provided by the surveys often assist with the determination of the size of the ballroom, number of breakout rooms, type and size of hotel and rate structure for the proposed Hotel and Conference Center.

Mr. Alex Philips City of Burleson July 17, 2023 Page 4

- Once available email lists are identified, provide the appropriate person at each source with a sample survey and email cover letter for their review. Upon approval of the survey and cover letter, we will provide a link to the survey to insert into the cover letter. All surveys are sent by the originating source to maintain confidentiality of the lists. While surveys lengthen the amount of time to complete the market study, the information gained can be invaluable in providing support for the proposed Hotel and Conference Center.
- Based on the results of our interviews and surveys, conduct a meeting needs assessment that includes recommending the amount and configuration of meeting space and other hotel meeting amenities that would be appropriate to meet the identified needs of the market.
- Discuss the meeting needs assessment with you and your project team.

#### Phase 2 – Financial Analysis & Forecast

 Prepare a 10-year financial projection for the proposed Hotel and Conference Center to the point of net operating income after reserve for replacement utilizing the *Uniform System of Accounting for the Lodging Industry*.

#### Phase 3 – Written Report

Prepare a detailed written report outlining our findings and recommendations.

#### **Optional Additional Services**

If it is determined that there is a need for the proposed Hotel and Conference Center, we can complete the following additional services, to help move the project forward.

#### Phase 4 – IRR/Gap (Incentives) Analysis

- Conduct a gap analysis to determine the amount of investor-related incentives needed to make the proposed Hotel and Conference Center feasible. The gap analysis will include an estimate of the development costs for the project, loan to value ratio, interest rate and term, net operating income and appropriate cap rate to determine the Internal Rate of Return, as well as the resulting gap.
- Assess the hotel developer related incentive fees required for the management of the project by the developer.
- Recommend the types of incentives utilized by other public entities to bridge the gap and make the proposed Hotel and Conference Center feasible.

#### Phase 5 - Economic Impact Analysis

The economic impact analysis would be based on the research conducted during the market study utilizing the RIMS II multipliers from the U.S. Department of Commerce's Bureau of Economic Analysis. The scope of this analysis is, as follows:

- Estimate the economic impact from the direct spending for the construction of the proposed Hotel and Conference Center.
- Estimate the economic impact from the direct spending from the operation of the proposed Hotel and Conference Center.
- Estimate the number of new jobs generated during the construction period and from operations.
- Estimate the indirect spending that results from the direct spending being re-spent in the local economy.
- Estimate the fiscal impact including hotel occupancy tax, sales tax and property tax generated by the proposed Hotel and Conference Center.
- Prepare a separate letter report summarizing our findings and conclusions.

#### Phase 6 – Hotel Developer Selection Process

Following the market study, the next steps required to move the proposed Hotel and Conference Center forward to completion is the selection of a qualified hotel developer for the proposed Hotel and Conference Center.

In the event that there is a need to identify and select a list of potential hotel developers, McCaslin Hotel Consulting, LLC can assist with this process. After completing market studies for more than 60 proposed hotel and convention/conference centers, we have an exclusive list of developers that have successfully completed these projects.

The scope of this process is, as follows:

- Meet with the project team to discuss the process in terms of goals and objectives, potential brands, list of potential developers, solicitation process, selection criteria and other relevant topics.
- With the project team's approval, send copies of the McCaslin Hotel Consulting, LLC's market study to potential brands and developers with a letter of invitation.
- Send an RFQ/RFI to the interested brands and developers with instructions and deadlines for completion.

- Upon receipt of proposal responses to the RFQ/RFI, review and score each proposal based on the list of objective selection criteria established in the RFQ/RFI.
- Prepare a summary report for the project team that will provide a summary of analysis and ranking of each proposal.
- Meet with the project team to review the summary report and determine which hotel development firms to invite for an interview.
- Invite and schedule interviews with the potential hotel development firms with McCaslin Hotel Consulting, LLC and the project team.
- Assist the project team in determining the most appropriate developer for the proposed Hotel and Conference Center.

#### **ASSUMPTIONS AND LIMITING CONDITIONS**

Our report will be subject to the attached Assumptions and Limiting Conditions.

#### **PROFESSIONAL FEES & TIMING**

Our professional fees are based on the amount of time required to complete the engagement at our standard rates. Fees (including expenses) and timing for each phase are estimated, as follows:

#### Market Study for proposed Hotel and Conference Center

Phase 1 – Market Analysis  – Hotel Meeting Needs Assessment Phase 2 – Financial Analysis Phase 3 – Formal Written Report	\$20,000 5,000 6,000 <u>4,000</u>	2 to 3 weeks 2 to 4 weeks 1 week 1 week
Market Study Total	\$35,000	6 to 8 weeks
nal Additional Services		

#### **Optional Additional Services**

Phase 4 – IRR/Gap (Incentives) Analysis	\$5,000	1 week
Phase 5 – Economic Impact Analysis	5,000	1 to 2 weeks
Phase 6 – Developer Selection Process	20,000	6 to 8 weeks
Additional Services Total	\$30,000	8 to 10 weeks

Mr. Alex Philips City of Burleson July 17, 2023 Page 7

<u>Out-of-pocket expenses are included in our professional fees</u>. Travel, lodging, meals, STR report, Moody's Analytics Economic Report, RIMS II multipliers, other third-party data and other project-related expenses, are included in the professional fees quoted above.

#### **RETAINER & INVOICES**

A retainer of \$20,000 is required prior to the commencement of the engagement. The remaining fees will be billed at the end of the engagement. In the event that the engagement is delayed for any reason, we will bill for each phase at the end of each phase.

#### **APPROVAL**

Please sign and return this proposal letter as your approval of this engagement.

Respectfully submitted,

McCaslin Hotel Consulting, LLC

By: Patrick McCaslin

atrick J. McCarlin

CEO

Mr. Alex Philips City of Burleson July 17, 2023 Page 8

#### **Assumptions and Limiting Conditions**

The following Assumptions and Limiting Conditions apply to hotel consulting assignments completed by McCaslin Hotel Consulting, LLC.

#### **Achievability of Projections**

Projections of hotel performance are based on estimates and assumptions that are subject to uncertainty and variation. Therefore, actual results achieved will vary from the estimates and the variation may be significant.

#### **Dissemination of Material**

The report may not be disseminated to the general public through advertising or sales media, public relations media, news media or other public means without the prior written consent and approval of McCaslin Hotel Consulting, LLC.

#### **Distribution to Third Parties**

The client that engaged McCaslin Hotel Consulting, LLC may distribute the report in its entirety to third parties for whom the report was prepared (e.g., lenders, investors, brands, management companies, etc.). However, the client may **never** distribute portions of the report, as this may cause confusion and misinterpretation when taken out of context of the entire report.

#### **Obligation to Revise the Report**

The report results are based on the market conditions as of the date of the last day of fieldwork, as identified in the transmittal letter of the report. Therefore, we have no obligation to revise the report to reflect events or conditions that occur subsequent to this date. However, we are available to discuss the need to revise the report in light of the changes in the economic and market factors affecting the proposed hotel. Should revisions be needed, a separate engagement and additional compensation will be required.

#### Information Provided by Outside Sources

In preparing the report, the consultant relies on information provided by outside sources. Unless otherwise indicated, this information is assumed to be reliable. However, no warranty, either express or implied, is given by the consultant for the accuracy of the information. While McCaslin Hotel Consulting, LLC will always seek to utilize reliable sources, we assume no responsibility for information that is later found to have been inaccurate. We reserve the right to make adjustments to the analyses set forth in the report, if more reliable data becomes available.

#### **Use in Offering Materials**

The report may not be reproduced or referenced in any sales offering, prospectus, public or private placement memorandum, proxy statement or other offering document without the approval in writing by McCaslin Hotel Consulting, LLC.

#### **Legal Limitations**

The report is not intended to express opinions that require legal expertise. McCaslin Hotel Consulting, LLC cannot be held liable in any cause of action resulting in litigation for any dollar amount which exceeds the total fees for the engagement. Any legal expenses incurred in defending or representing McCaslin Hotel Consulting, LLC will be the responsibility of the client. Testimony or attendance in court or at any other hearing will require a separate engagement and additional compensation for the consultant's time to prepare for and attend any such hearing.

#### ATTACHMENT B FEE SCHEDULE

#### **COMPENSATION:**

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of 65000 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

**Basic & Special Services** 

The remainder of this page is left intentionally blank

#### **SIGNATURE PAGE**

**CITY OF BURLESON:** 

IN	WITNESS	WHEREOF.	the partie	s hereto have	executed this	A greement:
11.4	**		. und Danu	a nereio nave	, CACCUICU IIIIS	APICCIIICIII.

### 

#### **APPROVED AS TO FORM:**

#### **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.  McCaslin Hotel Consulting LLC Houston, TX United States			Certificate Number: 2023-1076582  Date Filed: 09/27/2023  Date Acknowledged:		
2						
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provi 09272023 Hotel Study		the co	ntract, and prov	ide a	
4	Name of Interested Party	City, State, Country (place of busin	City, State, Country (place of business)		Nature of interest (check applicable)  Controlling Intermediary	
M	cCaslin, Patrick	Houston, TX United States		Х		
M	cCaslin, Glynn	Houston, TX United States		Х		
	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is Patrick McCaslin,	and my date of	birth is			
	My address is	, Houston , (city) (st	<u>TX</u> _, _ ate)	77002 ,,	USA . (country)	
	I declare under penalty of perjury that the foregoing is true and correct	xt.				
	Executed inCounty	State of <u>Texas</u> , on the	<u>27</u> _0	day of <u>Septen</u> (month)	<u>nber</u> , 20 <u>23</u> . (year)	
	Patria	A Mulalia Signature of authorized agent of cor	tracting	husiness ontity		
		congnature of authorized agent of cor	เและแก่	, pusiness entity		



#### **City Council Regular Meeting**

**DEPARTMENT**: Development Services

**FROM**: Tony McIlwain, Director of Development Services

MEETING: October 2, 2023

**SUBJECT:** 

**Liquid Stone Concrete at 255 Centre Dr (Case 22-165):** Consider approval of a resolution for a site plan with waivers of Liquid Stone Concrete located at 255 Centre Dr. (Staff Presenter: Tony McIlwain, Development Services Director)(The Planning and Zoning Commission recommended approval by a vote of 8-0)(First and Final Reading)

#### **SUMMARY:**

On December 13, 2022, an application was submitted by Angel Sanchez (applicant) with MAS Consulting Engineers on behalf of Jason Burghart (owner), for a site plan on approximately 4.411 acres to contain the expansion of the Liquid Stone Concrete batching plant. Liquid Stone Concrete currently operates at 221 Centre Dr, immediately abutting the subject property to the west. An ordinance for a zoning change request (22-167) was also submitted for this site and will run concurrently with the subject site plan.

"Site plan approval required by City Council. Any site plan that requires a waiver or variance to City Ordinances or is contingent upon the approval of a zoning district change must receive the approval of City Council upon recommendation of the planning and zoning commission."

The subject site plan is not only contingent upon the approval of a zoning change request, but is also proposing six waivers to City Ordinances. All six waivers are being requested to Article V. IH-35 Design Standards. According to this section, "any modification to the standards of this ordinance shall require review by the DAC, and final approval by the City Council." As a result, any waiver to this section will not require a public hearing nor a recommendation from the Planning and Zoning Commission. Subsequently, the Planning and Zoning Commission shall provide a recommendation for the separate zoning change (22-167) and the subject site plan without consideration of the associative waivers.

#### Background:

The subject property is currently zoned both I, Industrial and A, Agricultural and is located within the IH-35 Overlay (Specific Plan Area 1 – Spinks). The applicant has submitted a separate zoning change ordinance requesting to rezone the entire site to I, Industrial to allow for the use of a "concrete batching plant (permanent)". Liquid Stone Concrete is an existing batching plant located on the abutting property and is proposing to expand their batching operations to the site in question. This expansion proposal has been deemed, new construction, due to the owners request to leave the two operation sites subdivided rather than unify them as one platted lot. The IH-35 Design Standards shall be applied to all new construction located within its boundaries.

#### **Site Conformance Table**

Required	Staff's Findings
Lot Size, Coverage and Setbacks Specific lot information as shown on site plan	Complies. Site plan is in compliance with all development regulations with the exception of:  • 4 - IH-35 Building Design standards  • 1 - IH-35 Landscaping standard  • 1 - IH-35 Screening standard
20% of Total Site shall be landscaped: 38,446s	Complies with all General landscaping. Landscaping proposed: 47,644sf with credits as listed on landscaping plans.
Parking Requirement –	Complies.
1 space for each two employees: 6 spaces 1 ADA spaces	Parking provided: 21 spaces ADA spaces: 1 spaces

Site plan exhibits are attached as Exhibit 4.

#### **Waiver Summary:**

1. **Section:** IH-35 Design Standards, Sec. 5-50 Building Design (a)

**Required:** At least one primary entryway shall face the principal street and connect directly to a sidewalk along the principal street.

**Provided**: The primary entryway of the 1,200sf office will not face towards nor connect directly to the principal street (Centre Dr.). However, the construction of a four foot sidewalk along the principal street will be included in the construction of the site.

**Justification:** The primary use of the site is industrial. This property was obtained for the continued growth of Liquid Stone as a continuation of the existing facility. The main building and site are not intended for public use and will be screened accordingly.

2. **Section:** IH-35 Design Standards, Sec. 5-50 Building Design (c)

**Required:** On the building façade facing the principal street, at least 35 percent of the wall area on the first floor between two and ten feet above grade shall consist of windows or similar glazing

**Provided:** The proposed buildings (south) façade facing the principal street does not provide any glazing. However, the east elevation which is also publically visible from other streets is providing 13 percent glazing and the north elevation which faces towards the on-site operations is providing 15 percent glazing.

**Justification:** The building is designed as a control area for the plant with specific views to the equipment and trucks for driver check-in. Windows are intended for observation of strategic operations and safety requirements.

3. Section: IH-35 Design Standards, Sec. 5-50 Building Design (d)

**Required:** On all other publicly visible façades, at least 20 percent of the wall area between two and ten feet above grade shall consist of windows or similar glazing.

**Provided:** The proposed buildings east facade is providing 13 percent glazing.

**Justification:** The building is designed as a control area for the plant with specific views to the equipment and trucks for driver check-in. Windows are intended for observation of strategic operations and safety requirements.

4. **Section**: IH-35 Design Standards, Sec. 5-50 Building Design (g)

**Required:** Buildings shall provide a minimum of three building design elements as provided in the IH-35 Building Design Section.

**Provided**: None of the building design element options are being applied to the proposed building.

**Justification:** The design standards are not intended to be for a safe and secure industrial facility. The building/site is not intended for public use, therefore no additional building designs or architectural elements are being installed.

5. Section: IH-35 Design Standards, Sec. 5-51 Landscaping (h) Public open space

**Required:** For specific plans 1, 2 and 5, developments shall provide at least 25 percent of the landscaping area required to be installed on the site as natural open space that is accessible for use and that is not a drainage swale, stormwater/water quality detention area, floodplain or a front, rear or side building yard unless approved as a useable natural area by the city manager or his or her designee.

**Provided:** Applicant is proposing to provide 14.3 percent open space in lieu of the required 25 percent.

**Justification:** Due to detention requirements, equipment circulation and safety, the public open space cannot be satisfied entirely.

6. **Section:** IH-35 Design Standards, Sec. 5-53 Fencing and screening (a)

**Required:** Waste collection, mechanical equipment, HVAC systems and other support elements for buildings, whether on the ground or on rooftop, shall be screened from view of any person standing (i) on the property line on the far side of an adjacent street or (ii) on the property line of the subject property along the frontage road of Interstate Highway 35, whichever is applicable.

**Provided**: Proposing to provide an 8 foot masonry wall along the south and east (principal) sides of the property and a 12 foot masonry wall along the north (rear) property boundary.

**Justification:** The ability to screen equipment entirely cannot be achieved due to the height of the batching equipment. Per the Texas Commission on Environmental Quality (TCEQ), a 12 foot screening wall or 50 foot buffer from all equipment shall be provided. The northern property line is the only property line that does not meet the 50' buffer requirement, therefore a 12' masonry fence is proposed.

#### **OPTIONS:**

- 1) Approve the resolution with all requested variances as requested by the applicant; or
- 2) Approve the resolution with conditions or modifications; or
- 3) Deny the resolution with variances to the site plan.

#### **RECOMMENDATION:**

Recommend approval of a resolution with variances for a site plan for Liquid Stone Concrete (Case 22-165).

#### **FISCAL IMPACT:**

None

#### **STAFF CONTACT:**

Tony McIlwain
Director of Development Services
<a href="mailto:tmcilwain@burlesontx.com">tmcilwain@burlesontx.com</a>
817-426-9684

### **Location:**

- 255 Centre Dr
- 4.41 acres

### **Applicant:**

Angel Sanchez - Applicant Jason Burghart - Owner

### **Item for approval:**

Site Plan (22-165)



### **Background:**

- ➤ Liquid Stone Concrete currently operates immediately to the west of the subject site.
- Proposing to expand batching operations to the site in question.
- ➤ Site is located within the IH-35 Overlay standards were applied during site plan review. City Council is sole approval authority of any waivers requested to this section.

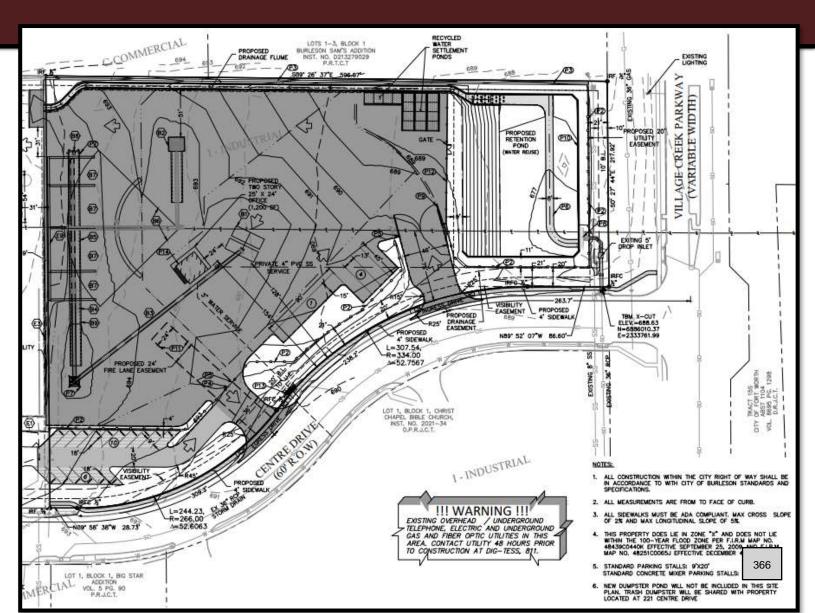


### **Property Information:**

Zoning change ordinance (Case 22-167) is running concurrently

### **Site Plan Summary:**

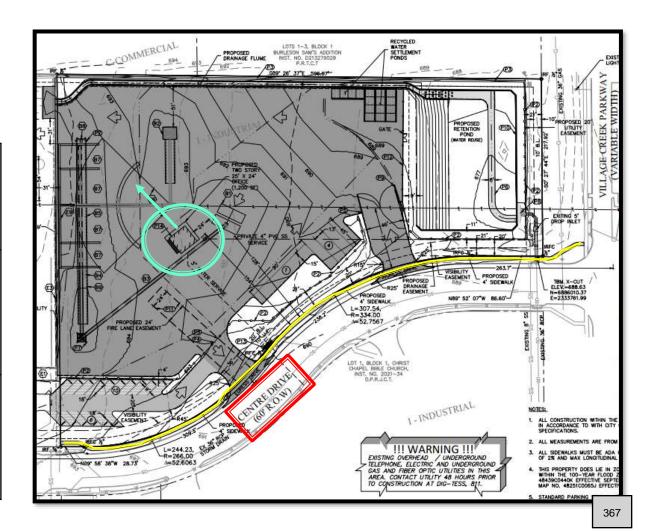
- > 1,200 SF Building
- > 24 feet in Height, two-stories
- Use Concrete batching plant (permanent)
- ➤ 6 waivers to the IH-35 Standards



### **Waiver Request:**

> IH-35 Building Design (a)

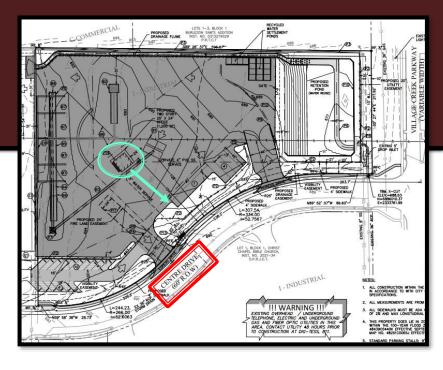
Required:	One primary entryway shall face the principal street and connect directly to a sidewalk along the principal street.
<u>Provided:</u>	Primary entryway will not face towards nor connect to principal street. Sidewalk will be constructed along principal street.
Justification:	Primary use of the site is industrial. The main building / site are not intended for public use and will be screened accordingly

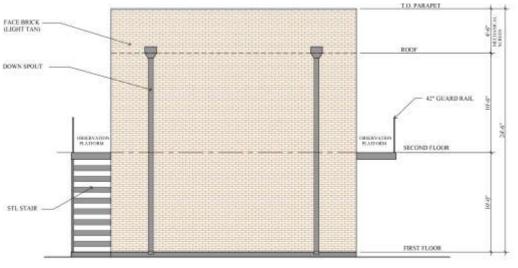


### **Waiver Request:**

> IH-35 Building Design (c)

<u>Required:</u>	On the building façade facing the principal street, at least 35 percent of the wall area on the first floor shall consist of windows or similar glazing	
<u>Provided:</u>	South façade facing the principal street does not provide any glazing.  • North elevation: 15%  • East elevation: 13%	
Justification:	Building is designed as a control area for the plant with specific views to the equipment and trucks. Windows are intended for observation of strategic operations and safety requirements.	

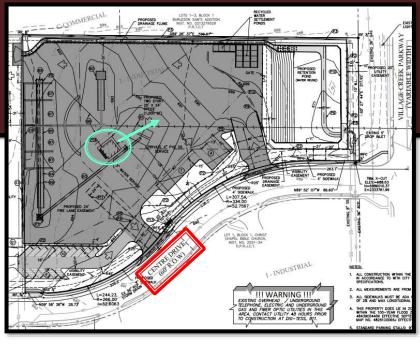


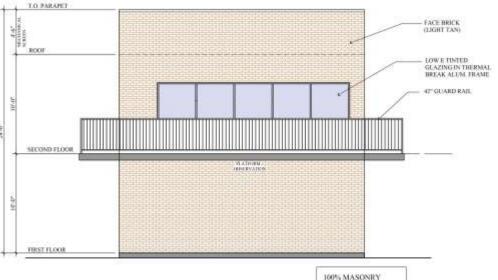


### **Waiver Request:**

> IH-35 Building Design (d)

<u>Required:</u>	On all other publicly visible façades, at least 20 percent of the wall area shall consist of windows or similar glazing.
<u>Provided:</u>	Other publically visible façade to the east provides 13% glazing • North elevation: 15%
Justification:	Building is designed as a control area for the plant with specific views to the equipment and trucks. Windows are intended for observation of strategic operations and safety requirements.



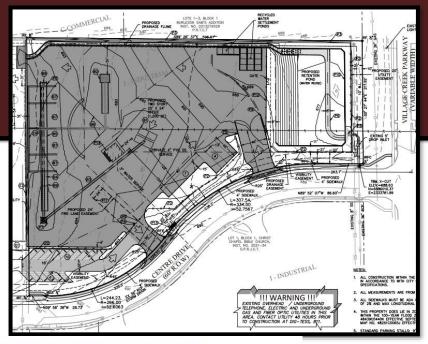


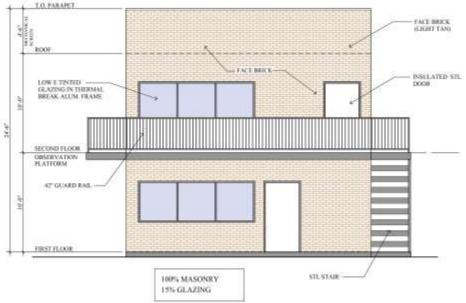
13% GLAZING

### **Waiver Request:**

> IH-35 Building Design (g)

<u>Required:</u>	Buildings shall provide a minimum of three building design elements as provided in the IH-35 Building Design Section.
<u>Provided:</u>	None of the building design element options are being applied to the proposed building.
Justification:	The design standards are intended to be for a safe and secure industrial facility. The building/site is not intended for public use, therefore no additional building designs or architectural elements are being installed.

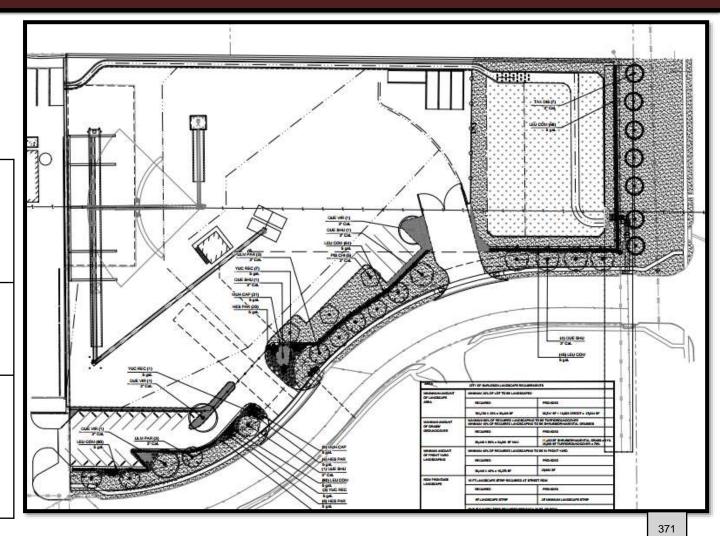




### **Waiver Request:**

> IH-35 Landscaping (h)

Required:	Developments shall provide at least 25 percent of the required landscaping area as natural open
<u>Provided:</u>	Proposing to provide 14.3% open space in lieu of the required 25%.
Justification:	Due to detention requirements, equipment circulation and safety, the public open space cannot be satisfied entirely.



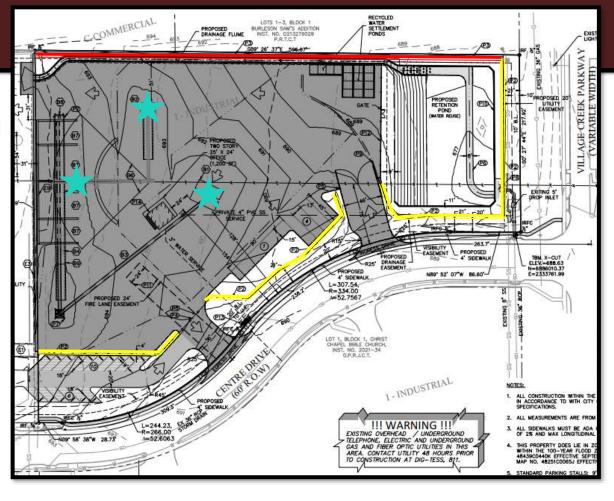
### **Waiver Request:**

> IH-35 Screening (a)

8' Masonry Wall12' Masonry Wall

**E**quipment

<u>Required:</u>	Mechanical equipment and other support elements for buildings shall be screened from view of any person standing on the property line.
Provided:	<ul> <li>8' masonry wall along the south and east (principal) sides of the property</li> <li>12' masonry wall along the north (rear) property boundary.</li> </ul>
Justification:	Screening the equipment entirely cannot be achieved due to the height of batching equipment = 42 - 85 feet



#### Per the Texas Commission on Environmental Quality (TCEQ):

- 12 foot screening wall; or
- 50 foot buffer from all equipment shall be provided.

The northern property line is the only property line that does not meet to buffer requirement so a 12' masonry fence was proposed.

#### **Site Conformance Table**

Required	Staff's Findings
Lot Size, Coverage and Setbacks	Complies. Site plan is in compliance with all
Specific lot information as shown on site plan	development regulations with the exception of:
	<ul> <li>4 - IH-35 Building Design standards</li> </ul>
	1 - IH-35 Landscaping standard
	1 - IH-35 Screening standard
Landscaping –	Complies with all General landscaping.
•	Landscaping proposed: <b>47,644sf</b> with credits as listed on landscaping plans.
Parking Requirement –	Complies.
1 space for each two employees: 6 spaces	Parking provided: 21 spaces
1 ADA spaces	ADA spaces: 1 spaces

### P&Z Summary

### **Vote**

Recommended approval by a vote of 8-o

> Waivers were not considered as a part of the recommendation.

### **Discussion**

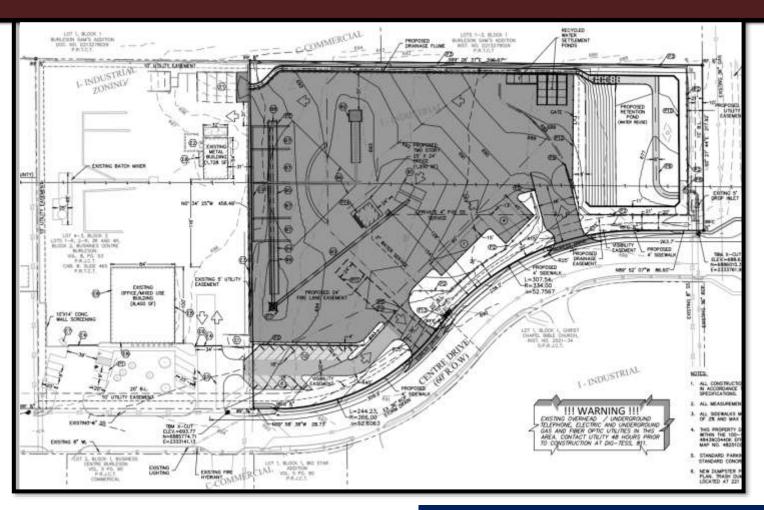
Discussion was had regarding regulation agencies.

### **Speakers**

Jason Burghart (Owner)

### **Staff Recommendation**

Recommends approval of a resolution for a commercial site plan with associated waivers (Case 22-165).



#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR VARIANCES TO APPENDIX C URBAN DESIGN STANDARDS, ARTICLE V, IH-35 DESIGN STANDARDS, TO ALLOW A COMMERCIAL SITE PLAN FOR A CONCRETE BATCHING PLANT (PERMANENT) LOCATED AT 255 CENTRE DRIVE.

**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, Article V, IH-35 Design Standards, of the City of Burleson Code of Ordinances (2005) promotes a regulatory process that provides options for innovation and significant flexibility to select appropriate building design, landscaping, stormwater management, and other site planning elements, which will ultimately help create developments that are in accordance with the overall concept of the IH-35 overlay district; and

**WHEREAS,** on December 13, 2022, an application was submitted by Angel Sanchez representing Liquid Stone Concrete, for a commercial site plan with six associative waivers to the IH-35 Design Standards, and

**WHEREAS,** on October 2, 2023, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

**WHEREAS**, the City Council finds and determines the conditions attached to the variance, if any, are necessary to achieve the purpose of Article V.

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

#### Section 1.

City Council hereby grants a waiver to Appendix C Urban Design Standards, Article V section 5-50(a) requiring at least one primary entryway shall face the principal street and connect directly to a sidewalk along the principal street, to allow for the primary entryway to not face the principal street nor connect directly to the sidewalk.

City Council hereby grants a waiver to Appendix C Urban Design Standards, Article V section 5-50(c) requiring at least 35 percent of the wall area between two and ten feet on the primary façade shall consist of windows or similar glazing, to allow for the primary (south) façade facing the principal street to provide no glazing.

City Council hereby grants a waiver to Appendix C Urban Design Standards, Article V section 5-50(d) requiring all other publicly visible façades, at least 20 percent of the wall area between two and ten feet above grade shall consist of windows or similar glazing, to allow for the east façade to provide thirteen percent (13%) glazing.

RESOLUTION PAGE 1 OF 2

City Council hereby grants a waiver to Appendix C Urban Design Standards, Article V section 5-50(g) requiring buildings provide a minimum of three building design elements as provided in the IH-35 Building Design Section, to allow for the proposed 1,200 square-foot building to provide none of the building design element options.

City Council hereby grants a waiver to Appendix C Urban Design Standards, Article V section 5-51(h) requiring developments provide at least 25 percent of the landscaping area required to be installed on the site as natural open space, to allow for 14.3 percent open space in lieu of the required 25 percent.

City Council hereby grants a waiver to Appendix C Urban Design Standards, Article V section 5-53(a) requiring waste collection, mechanical equipment, HVAC systems and other support elements for buildings, whether on the ground or on rooftop, shall be screened from view of any person standing on the property line on the far side of an adjacent street, to allow for an eight (8) foot masonry wall along the south and east (principal) sides of the property and a 12 foot masonry wall along the north (rear) property boundary.

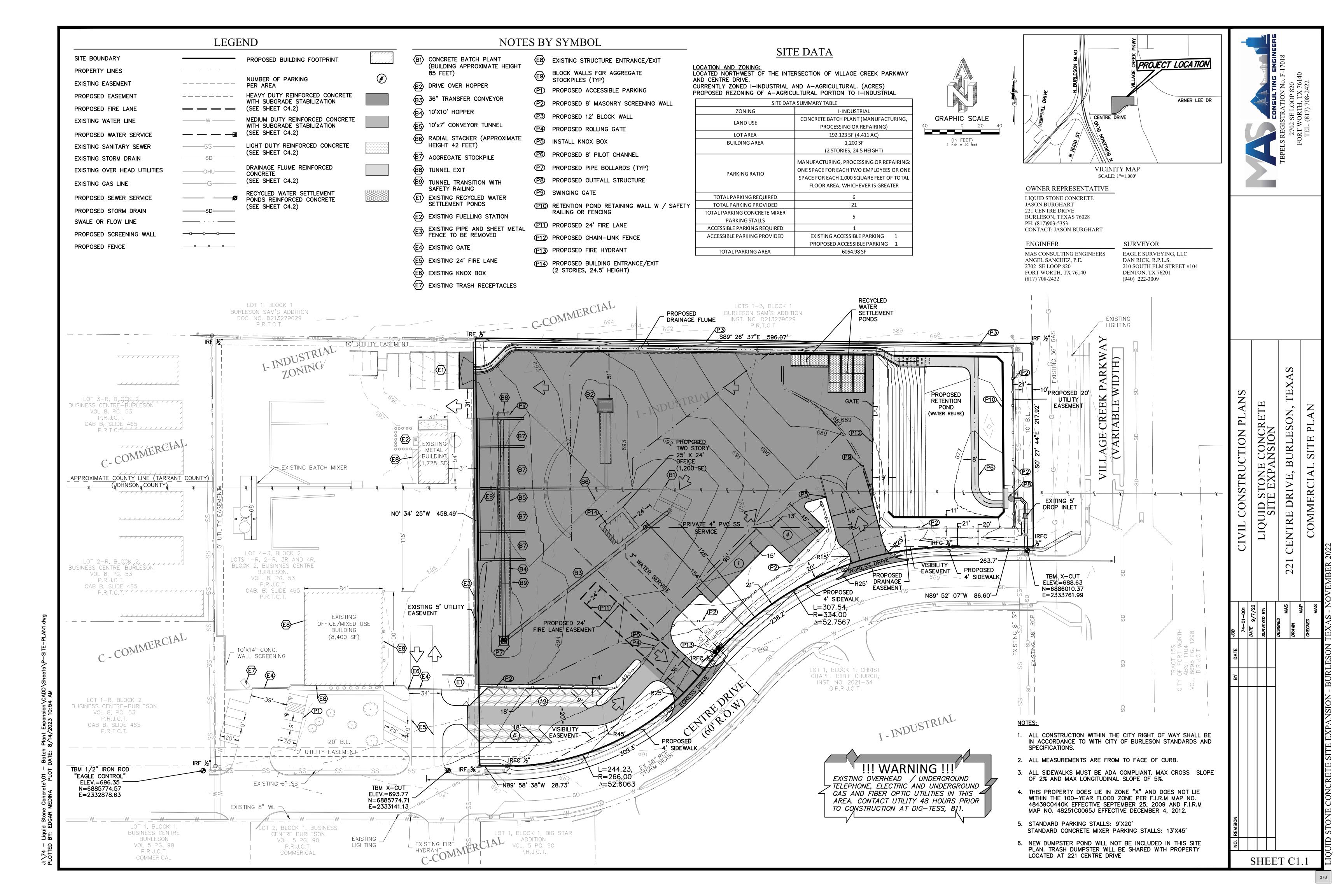
Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter Article V, IH-35 Overlay Design Standards, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the site plan at 755 Centre Dr.

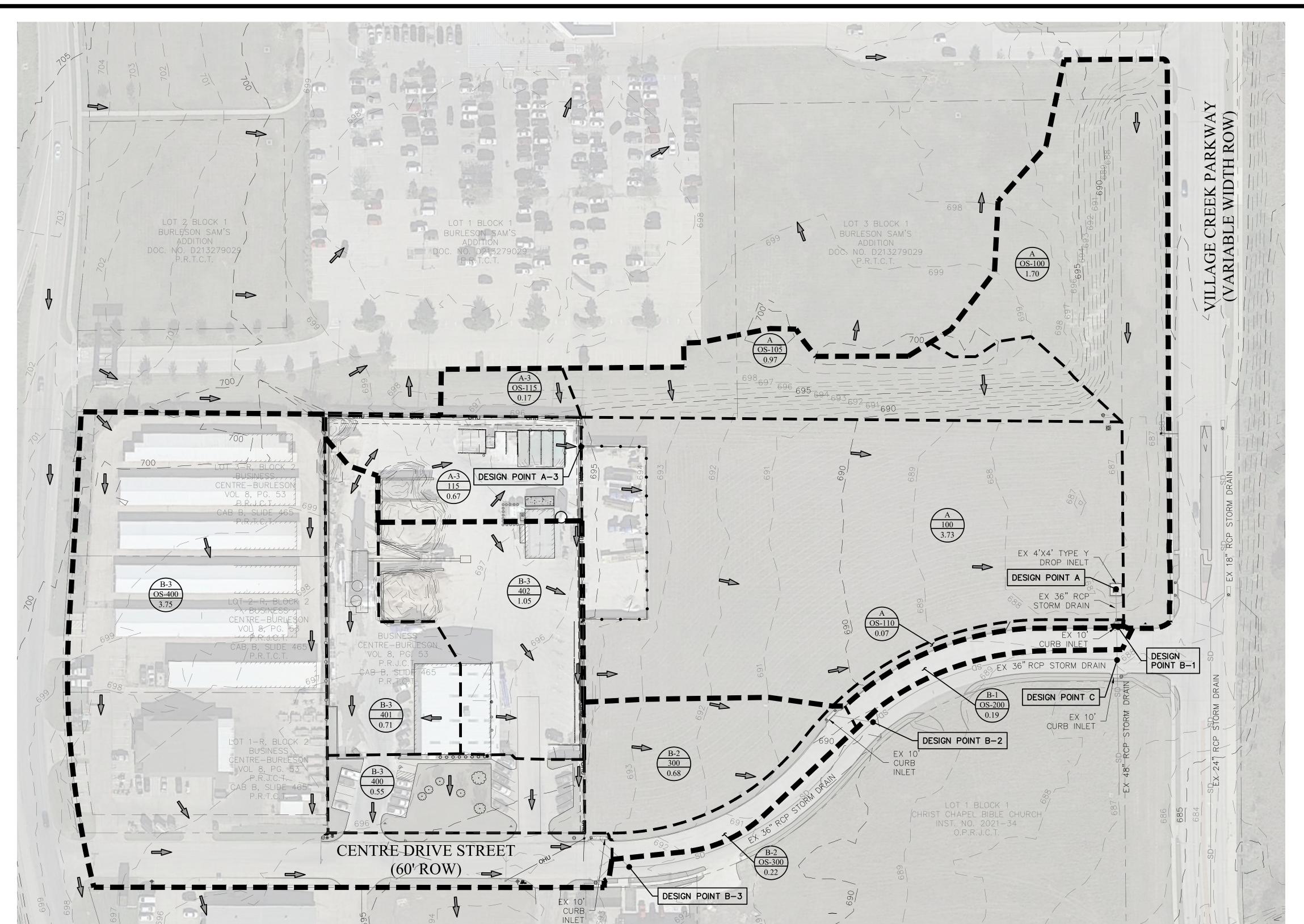
#### Section 2.

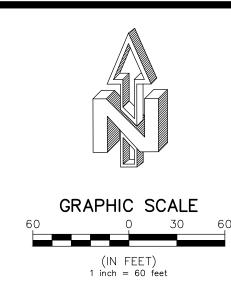
Tl	nis resol	lution s	shall t	ake	effect	immed	liately	y from	and	after	its	passag	e.

PASSED, APPROVED Burleson, Texas, on the	•	OLVED by the City Council of the City of
		Chris Fletcher, Mayor City of Burleson, Texas
ATTEST:		APPROVED AS TO LEGAL FORM:
Amanda Campos, City Secretar	y	E. Allen Taylor, Jr., City Attorney

RESOLUTION PAGE 2 OF 2







### LEGEND

SITE BOUNDARY PROPERTY LINE EXISTING STORM DRAIN MAJOR DRAINAGE BOUNDAR SUB DRAINAGE BOUNDARY **EXISTING CONTOURS** FLOW DIRECTION

DRAINAGE AREA

B 15 1.00 **→** DESIGN POINT NO. **→** AREA NO. → ACRES

#### BUILDING FOOTPRINT

#### FLOOD NOTE

- 1. THIS PROPERTY DOES LIE IN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD ZONE PER F.I.R.M MAP No. 48439C0440K EFFECTIVE SEP 25, 2009.
- RUNOFF COEFFICIENT "C" VALUES ARE BASED ON HYDROLOGIC SOIL TYPE GROUP D HEAVY PLASTIC CLAYS.

221 CENTRE DRIVE, BURLESON, T EXISTING DRAINAGE AREA M
221 CENTRE DRIVE, BURLESON, T
LIQUID STONE CONCRETE SITE EXPANSION
CIVIL CONSTRUCTION PLAN

 $\triangleleft$ 

TEX

gor .	74-01-001	DATE 9/7/22	
DATE			

**PLANS** 

<b>B</b> Y:		MAS		MAP		MAS
SURVEYED BY:	DESIGNED		DRAWN		CHECKED	

SURVEYED BY:	DESIGNED	MAS	DRAWN	MAP	СНЕСКЕD	MAS
วร	DE		DR		5	
	l					

SHEET C7.1

AREA	AREA	С	Tc	15YR	I25YR	I100YR	Incremental	Incremental	Increme
DESIGNATION	(ac)		(min)	(in/hr)	(in/hr)	(in/hr)	Q <sub>5</sub> (cfs)	Q <sub>25</sub> (cfs)	Q <sub>100</sub> (cfs)
100	3.73	0.46	14	5.91	8.01	9.99	1.71	13.69	17.08

RUNOFF CALCULATION BY RATIONAL METHOD - EXISTING - CITY OF BURLESON DESIGN MANUAL 2008

0.67 1.00 5 8.77 11.87 14.89 5.88 10 6.87 9.31 11.63 5 8.77 11.87 14.89 5 8.77 11.87 14.89 0.41 5 8.77 11.87 14.89 5 8.77 11.87 14.89 OS-115 0.17 0.41 6 8.30 11.24 14.08 0.19 1.00 5 8.77 11.87 14.89 
 OS-300
 0.22
 0.84
 5
 8.77
 11.87
 14.89
 1.63
 2.20
 2.76

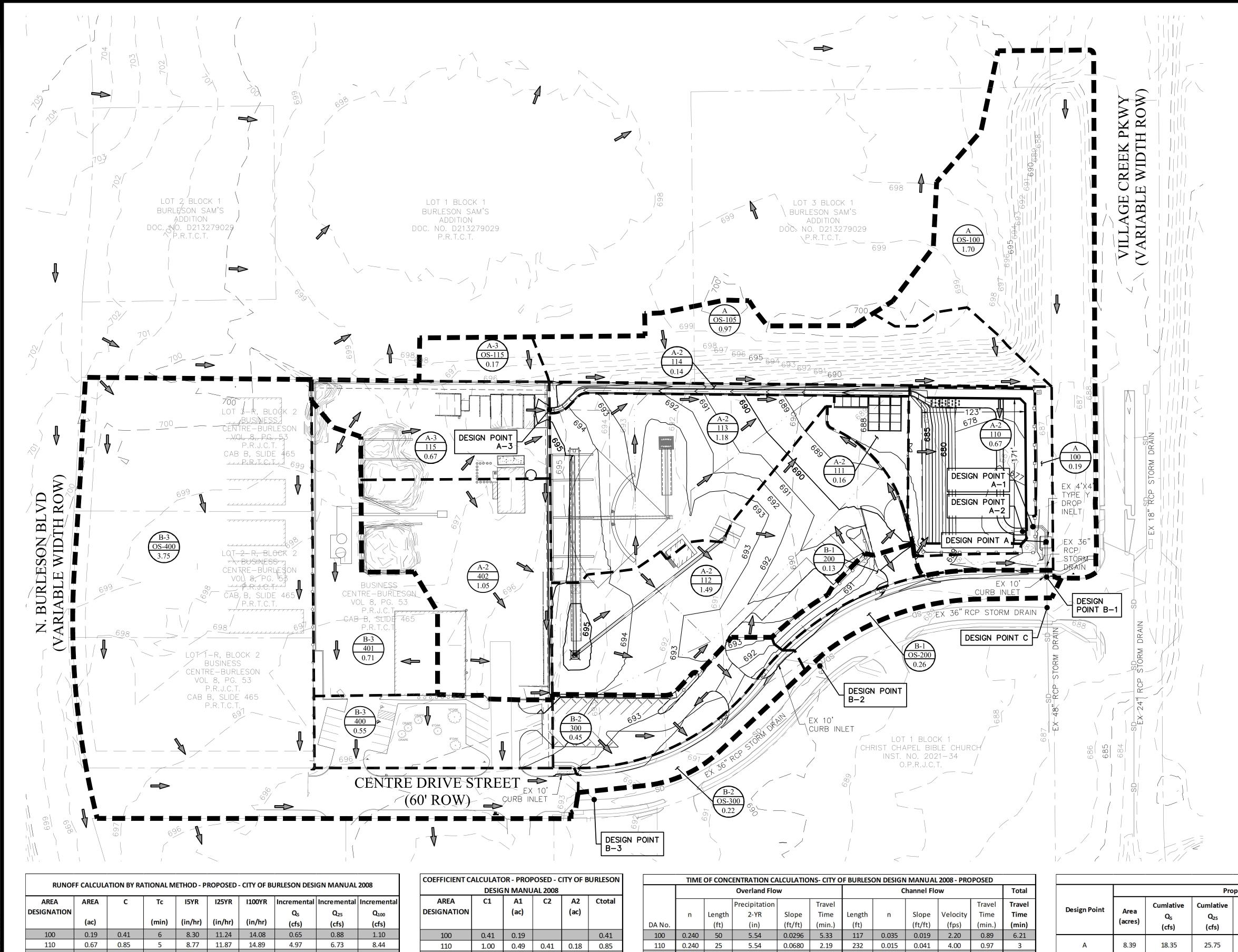
 OS-400
 3.75
 0.94
 12
 6.35
 8.60
 10.74
 22.38
 30.33
 37.86

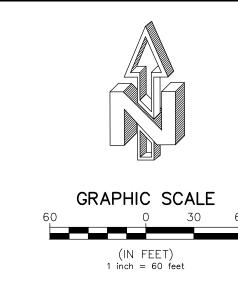
COEFFICIENT	COEFFICIENT CALCULATOR - EXISTING - CITY OF BURLESON DESIGN MANUAL 2008							
AREA DESIGNATION	C1	A1 (ac)	C2	A2 (ac)	Ctotal			
100	1.00	0.31	0.41	3.42	0.46			
115	1.00	0.67			1.00			
300	0.41	0.68			0.41			
400	1.00	0.30	0.41	0.25	0.73			
401	1.00	0.71			1.00			
402	1.00	1.05			1.00			
OS-100	0.41	1.70			0.41			
OS-105	0.41	0.97			0.41			
OS-110	0.41	0.07			0.41			
OS-115	0.41	0.17			0.41			
OS-200	1.00	0.19			1.00			
OS-300	1.00	0.16	0.41	0.06	0.84			
OS-400	1.00	3.37	0.41	0.38	0.94			

TIME OF CONCENTRATION CALCULATIONS- CITY OF BURLESON DESIGN MANUAL 2008 - EXISTING											
			Overland Flo	w		Channel Flow					
			Precipitation		Travel					Travel	Travel
	n	Length	2-YR	Slope	Time	Length	n	Slope	Velocity	Time	Time
DA No.		(ft)	(in)	(ft/ft)	(min.)	(ft)		(ft/ft)	(fps)	(min.)	(min.)
100	0.240	50	5.54	0.0320	5.16	587	0.035	0.022	1.15	8.51	14
115	0.011	50	5.54	0.0052	0.91	228	0.015	0.034	3.80	1.00	2
300	0.240	50	5.54	0.0206	6.16	182	0.035	0.013	0.80	3.79	10
400	0.011	50	5.54	0.0120	0.65	58	0.015	0.014	2.30	0.42	1
401	0.011	50	5.54	0.0156	0.58	269	0.015	0.012	2.20	2.04	3
402	0.011	50	5.54	0.0156	0.58	258	0.015	0.019	2.70	1.59	2
OS-100	0.240	50	5.54	0.0370	4.87	542	0.035	0.007	1.30	6.95	12
OS-105	0.240	50	5.54	0.0456	4.48	83	0.035	0.028	2.70	0.51	5
OS-110	0.240	11	5.54	0.0509	1.28	-	-	-	-	-	1
OS-115	0.240	50	5.54	0.0208	6.13	=	=	-	-	-	6
OS-200	0.011	22	5.54	0.0377	0.21	83	0.015	0.021	2.85	0.49	1
OS-300	0.011	27	5.54	0.0122	0.39	264	0.015	0.010	2.00	2.20	3
OS-400	0.240	32	5.54	0.0316	3.63	996	0.015	0.009	1.95	8.51	12

Design Point         Area (acres)         Cumlative Q <sub>S</sub> (cfs)         Cumlative Q <sub>100</sub> (cfs)         Contibuting Areas         Existing 4'x4' Drop Inlet           A         7.31         16.33         33.49         41.87         100, OS-100, OS-105 OS-110, Design Point A-3         Existing 4'x4' Drop Inlet           A-1         -         -         -         -         Proposed Pond Outflow (Outfall Structure)           A-2         -         -         -         -         Proposed Pond Inflow           A-3         0.84         6.46         8.74         10.96         115, OS-115         Upstream Flume at West Property Line           B-1         0.19         1.67         2.26         2.83         OS-200         Existing 10' Curb Inlet           B-2         6.96         44.86         60.77         76.01         300, OS-300, Design Point B-3         Existing 36" RCP Wye Junction           B-3         6.06         41.32         55.98         70.01         400, 401,402, OS-400         Existing Downstream Storm Drain Junction Box				Existin	g Conditions		Comments / Point Location
A 7.31 16.33 33.49 41.87 Design Point A-3  A-1 Proposed Pond Outflow (Outfall Structure)  A-2 Proposed Pond Inflow  A-3 0.84 6.46 8.74 10.96 115, OS-115 Upstream Flume at West Property Line  B-1 0.19 1.67 2.26 2.83 OS-200 Existing 10' Curb Inlet  B-2 6.96 44.86 60.77 76.01 300, OS-300, Design Point B-3 Existing 36" RCP Wye Junction  B-3 6.06 41.32 55.98 70.01 400, 401,402, OS-400 Existing Upsteam 36" RCP Wye Junction	Design Point		$\mathbf{Q}_{5}$	$Q_{25}$	Q <sub>100</sub>	Contibuting Areas	
A-2 Proposed Pond Inflow  A-3 0.84 6.46 8.74 10.96 115, OS-115 Upstream Flume at West Property Line  B-1 0.19 1.67 2.26 2.83 OS-200 Existing 10' Curb Inlet  B-2 6.96 44.86 60.77 76.01 300, OS-300, Design Point B-3 Existing 36" RCP Wye Junction  B-3 6.06 41.32 55.98 70.01 400, 401,402, OS-400 Existing Upsteam 36" RCP Wye Junction	А	7.31	16.33	33.49	41.87		Existing 4'x4' Drop Inlet
A-3       0.84       6.46       8.74       10.96       115, OS-115       Upstream Flume at West Property Line         B-1       0.19       1.67       2.26       2.83       OS-200       Existing 10' Curb Inlet         B-2       6.96       44.86       60.77       76.01       300, OS-300, Design Point B-3       Existing 36" RCP Wye Junction         B-3       6.06       41.32       55.98       70.01       400, 401, 402, OS-400       Existing Upsteam 36" RCP Wye Junction	A-1	1	•	9	-	•	Proposed Pond Outflow (Outfall Structure)
B-1         0.19         1.67         2.26         2.83         OS-200         Existing 10' Curb Inlet           B-2         6.96         44.86         60.77         76.01         300,OS-300, Design Point B-3         Existing 36" RCP Wye Junction           B-3         6.06         41.32         55.98         70.01         400, 401,402, OS-400         Existing Upsteam 36" RCP Wye Junction	A-2	•	i	•	-	-	Proposed Pond Inflow
B-2 6.96 44.86 60.77 76.01 300, OS-300, Design Point B-3 Existing 36" RCP Wye Junction  B-3 6.06 41.32 55.98 70.01 400, 401,402, OS-400 Existing Upsteam 36" RCP Wye Junction	A-3	0.84	6.46	8.74	10.96	115, OS-115	Upstream Flume at West Property Line
B-3 6.06 41.32 55.98 70.01 400, 401,402, OS-400 Existing Upsteam 36" RCP Wye Junction	B-1	0.19	1.67	2.26	2.83	OS-200	Existing 10' Curb Inlet
	B-2	6.96	44.86	60.77	76.01	300, OS-300, Design Point B-3	Existing 36" RCP Wye Junction
C 14.46 62.86 96.52 120.71 Design Point A , B-1, B-2 Existing Downstream Storm Drain Junction Box	B-3	6.06	41.32	55.98	70.01	400, 401,402, OS-400	Existing Upsteam 36" RCP Wye Junction
	С	14.46	62.86	96.52	120.71	Design Point A , B-1, B-2	Existing Downstream Storm Drain Junction Box

Design Point Table





#### LEGEND

PROPERTY LINE

EXISTING STORM DRAIN

MAJOR DRAINAGE BOUNDARY

SUB DRAINAGE BOUNDARY

EXISTING CONTOURS

PROPOSED CONTOURS

SWALE OR FLOWLINE

TOP OF BERM

FLOW DIRECTION

DRAINAGE AREA

B 15 1.00

DESIGN POINT NO.

AREA NO.

ACRES

BUILDING FOOTPRINT

### FLOOD NOTE

- 1. THIS PROPERTY IS WITHIN ZONE "X" AND DOES NOT LIE WITHIN THE 100-YEAR FLOOD ZONE PER F.I.R.M MAP No. 48439C0440K EFFECTIVE SEP 25, 2009.
- RUNOFF COEFFICIENT "C" VALUES ARE BASED ON HYDROLOGIC SOIL TYPE GROUP D — HEAVY PLASTIC CLAYS.

AREA	AREA	С	Tc	15YR	I25YR	1100YR	Incremental	Incre mental	Incremental
DESIGNATION							Q₅	Q <sub>25</sub>	Q <sub>100</sub>
	(ac)		(min)	(in/hr)	(in/hr)	(in/hr)	(cfs)	(cfs)	(cfs)
100	0.19	0.41	6	8.30	11.24	14.08	0.65	0.88	1.10
110	0.67	0.85	5	8.77	11.87	14.89	4.97	6.73	8.44
111	0.16	1.00	5	8.77	11.87	14.89	1.40	1.90	2.38
112	1.49	0.96	5	8.77	11.87	14.89	12.60	17.06	21.38
113	1.18	1.00	5	8.77	11.87	14.89	10.35	14.01	17.57
114	0.14	0.86	5	8.77	11.87	14.89	1.06	1.43	1.80
115	0.67	1.00	5	8.77	11.87	14.89	5.88	7.96	9.97
200	0.13	0.60	5	8.77	11.87	14.89	0.68	0.93	1.16
300	0.45	0.75	7	7.88	10.68	13.36	2.67	3.62	4.53
400	0.55	0.75	5	8.77	11.87	14.89	3.63	4.91	6.16
401	0.71	1.00	5	8.77	11.87	14.89	6.23	8.43	10.57
402	1.05	1.00	5	8.77	11.87	14.89	9.21	12.47	15.63
OS-100	1.70	0.41	12	6.35	8.60	10.74	4.42	6.00	7.49
OS-105	0.97	0.41	5	8.77	11.87	14.89	3.49	4.72	5.92
OS-115	0.17	0.41	6	8.30	11.24	14.08	0.58	0.78	0.98
OS-200	0.26	0.93	5	8.77	11.87	14.89	2.11	2.86	3.58
OS-300	0.22	0.94	5	8.77	11.87	14.89	1.81	2.45	3.07
OS-400	3.75	0.94	12	6.35	8.60	10.74	22.38	30.33	37.86

COEFFICIENT CALCULATOR - PROPOSED - CITY OF BURLESON DESIGN MANUAL 2008							
AREA DESIGNATION	C1	A1 (ac)	C2	A2 (ac)	Ctotal		
100	0.41	0.19			0.41		
110	1.00	0.49	0.41	0.18	0.85		
111	1.00	0.16			1.00		
112	1.00	1.40	0.41	0.09	0.96		
113	1.00	1.18			1.00		
114	1.00	0.11	0.41	0.03	0.86		
115	1.00	0.67			1.00		
200	1.00	0.04	0.41	0.09	0.60		
300	1.00	0.26	0.41	0.19	0.75		
400	1.00	0.32	0.41	0.23	0.75		
401	1.00	0.71			1.00		
402	1.00	1.05			1.00		
OS-100	0.41	2.68			0.41		
OS-115	0.41	0.17			0.41		
OS-200	1.00	0.23	0.41	0.03	0.93		
OS-300	1.00	0.20	0.41	0.02	0.94		
OS-400	1.00	3.37	0.41	0.38	0.94		

	TIME	OF CONC	ENTRATION CA	ALCULATIO	OF BURLESON DESIGN MANUAL 2008 - PROPOSED						
			Overland Flo	w			C	hannel Flo	w		Total
			Precipitation		Travel					Travel	Travel
	n	Length	2-YR	Slope	Time	Length	n	Slope	Velocity	Time	Time
DA No.		(ft)	(in)	(ft/ft)	(min.)	(ft)		(ft/ft)	(fps)	(min.)	(min)
100	0.240	50	5.54	0.0296	5.33	117	0.035	0.019	2.20	0.89	6.21
110	0.240	25	5.54	0.0680	2.19	232	0.015	0.041	4.00	0.97	3
111	0.011	50	5.54	0.0166	0.57	78	0.015	0.022	2.90	0.45	1
112	0.011	50	5.54	0.0144	0.60	545	0.015	0.011	2.10	4.33	5
113	0.011	50	5.54	0.0222	0.51	471	0.015	0.013	2.60	3.02	4
114	0.240	29	5.54	0.0441	2.94	407	0.015	0.020	2.80	2.42	5
115	0.011	50	5.54	0.0052	0.91	228	0.015	0.034	3.80	1.00	2
200	0.240	20	5.54	0.1450	1.36	-	-	ī	-	ī	1
300	0.240	40	5.54	0.0120	6.39	94	0.015	0.026	1.90	0.82	7
400	0.011	50	5.54	0.0120	0.65	58	0.015	0.014	2.40	0.40	1
401	0.011	50	5.54	0.0156	0.58	269	0.015	0.012	2.20	2.04	3
402	0.011	50	5.54	0.0156	0.58	258	0.015	0.019	2.75	1.56	2
OS-100	0.240	50	5.54	0.0370	4.87	542	0.035	0.007	1.30	6.95	12
OS-105	0.240	50	5.54	0.0456	4.48	83	0.035	0.028	2.70	0.51	5
OS-115	0.240	50	5.54	0.0208	6.13	-	-	1	-	1	6
OS-200	0.011	22	5.54	0.0377	0.21	83	0.015	0.021	2.85	0.49	1
OS-300	0.011	27	5.54	0.0122	0.39	264	0.015	0.010	2.00	2.20	3
OS-400	0.240	32	5.54	0.0316	3.63	996	0.015	0.009	1.95	8.51	12

			Pro		Comments / Point Location	
Design Point	Area (acres)	Cumlative Q <sub>5</sub> (cfs)	Cumlative Q <sub>25</sub> (cfs)	Cumlative Q <sub>100</sub> Contibuting Area (cfs)		
А	8.39	18.35	25.75	34.17	100, OS-100 , OS-105, Pond Outfall (Design Point A-1)	Existing 4'x4' Drop Inlet
A-1	5.53	9.79	14.16	19.67	110, 111, 112, 113, 114, 402 Design Point A-3	Proposed Pond Outflow (Outfall Structure)
A-2	5.53	46.95	63.56	79.69	110, 111, 112, 113, 114, 402 Design Point A-3	Proposed Pond Inflow
A-3	0.84	6.46	8.74	10.96	115, OS-115	Upstream Flume at West Property Line
B-1	0.30	1.26	1.71	2.14	200, OS-200	Existing 10' Curb Inlet
B-2	5.72	37.01	50.15	62.69	300,OS-300, Design Point B-3	Existing 36" RCP Wye Junction
B-3	5.01	32.23	43.67	54.59	400, 401, OS-400	Existing Upsteam 36" RCP Wye Junction
С	14.46	56.62	77.61	99.01	Design Point A , B-1, B-2	Existing Downstream Storm Drain Junction Box

NO. REVISION

REVISION

SHE 9/7/22

C-01-001

AND PATE 1/08

74-01-001

BY DATE 1/09

AND PATE 1

CIVIL CONSTRUCTION PLANS

CONCRETE

LIQUID STONE SITE EXPA AGE AREA

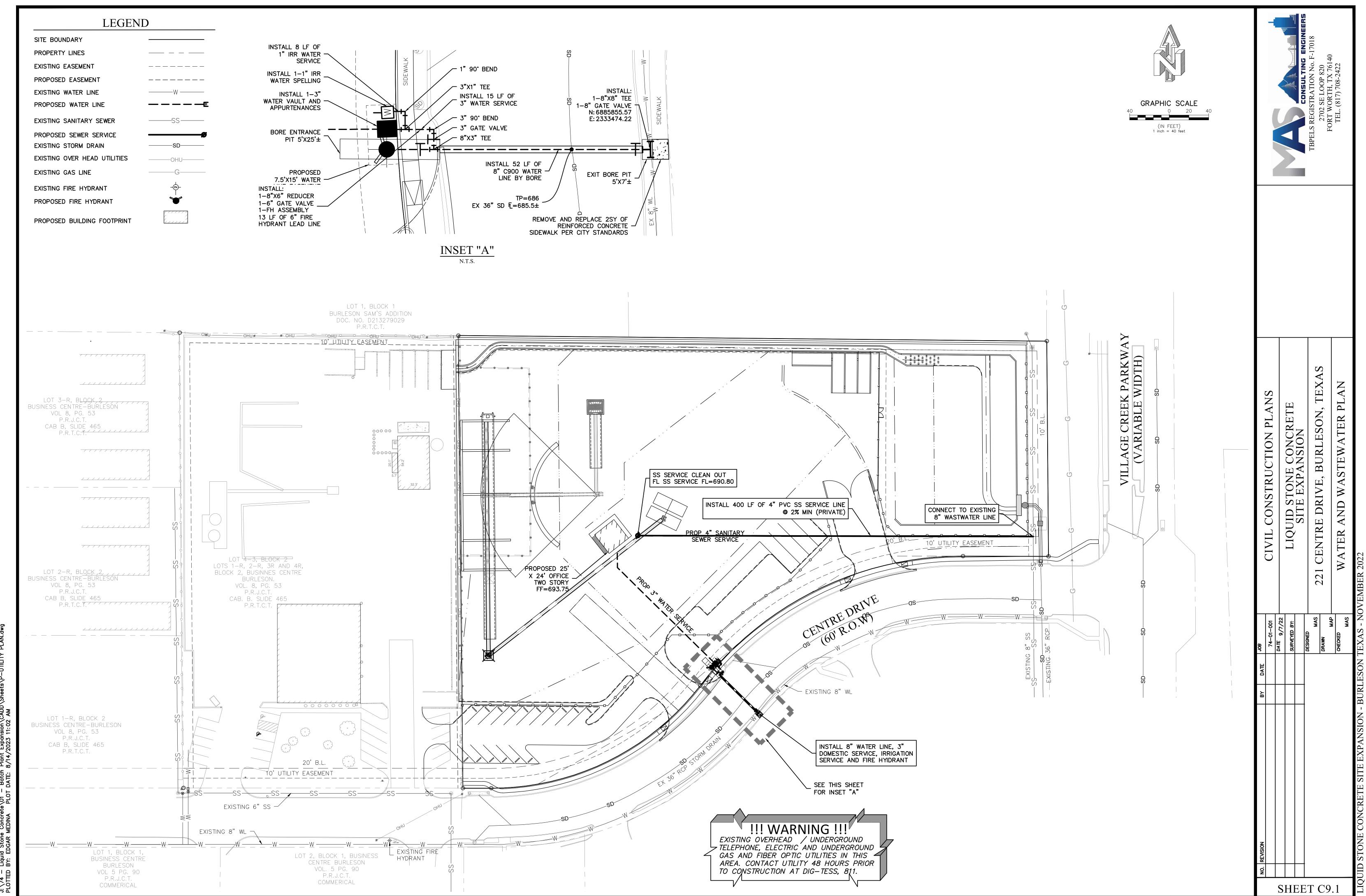
PROPOSED DRAIN

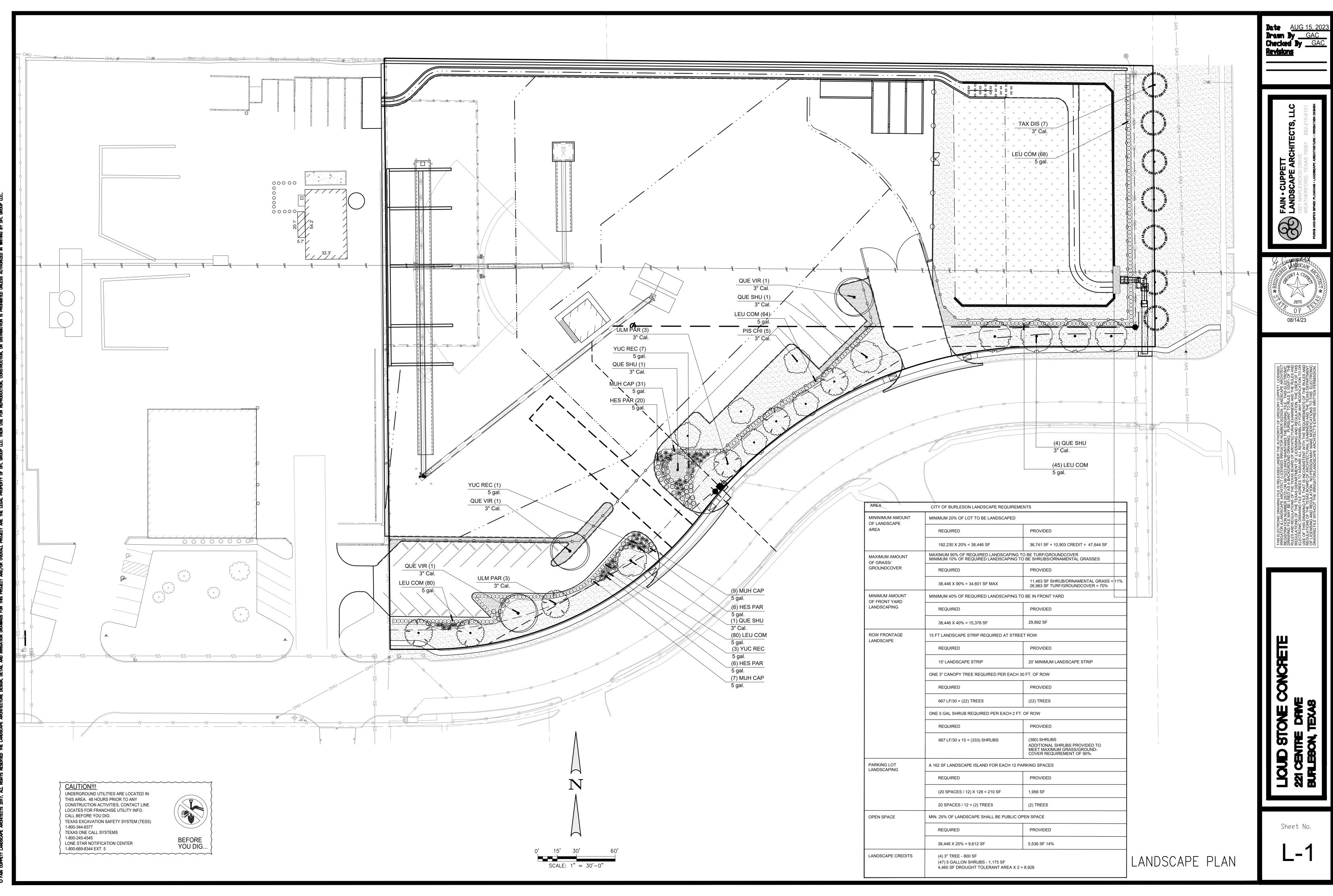
CENTRE

221

J:\74 — Liquid Stone Concrete\01 — Batch Plant Expansion\CADD\Sheets\P—PROPOSED DRAINA0 MAP.dwg PLOTTED BY: EDGAR MEDINA PLOT DATE: 8/14/2023 10:59 AM

,





SCALE: NOT TO SCALE

#### PLANTING NOTES:

REPRESENTATIVE.

4:1 OR GREATER.

LEU COM 255

YUC REC 12

NAS TEN

REFERENCE NOTES SCHEDULE

Composite Edging 866 If

**GROUND COVERS** 

Leucophyllum frutescens 'Compacta' Compact Texas Sage

NAT LSX 18,579 sf Native American Seed drainfield mix Native American Seed 'Drainfield Mix' seed

CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING TREE AND SHRUB SIZES

CONFORM TO CITY LANDSCAPE STANDARDS AND MITIGATION REQUIREMENTS.

Muhlenbergia capillaris

Yucca recurvifolia

**BOTANICAL NAME** 

Nassella tenuissima

CYN DAC 41,630 sf Cynodon dactylon

628

Pink Muhly Grass

Soft Leaf Yucca

**COMMON NAME** 

Bermudagrass

Mexican Feather Grass

48" O.C.

48" O.C.

24" O.C. 24" o.c.

seed at rate recommended by

distributors instruction

5 gal.

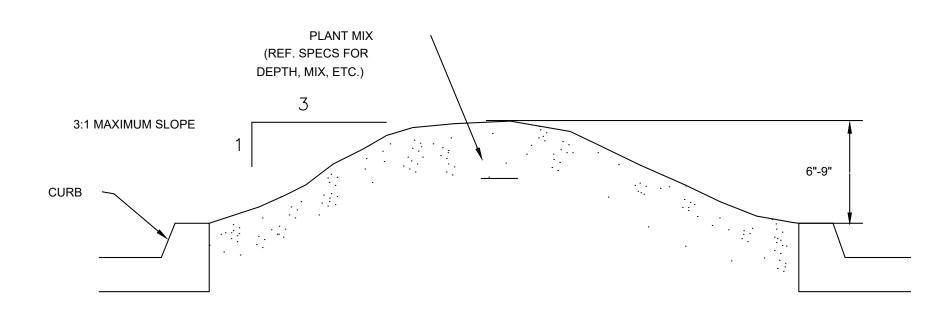
Solid Sod

4" pots

- PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S
- 2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK. 3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL
- UNTIL PROJECT ACCEPTANCE. 4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM,
- COMPLETELY ENCOMPASSING CONTAINER. 5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH
- SPREAD 2/3 OF HEIGHT.
- 6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
- 7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
- 8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
- SEE DETAIL SHEET FOLLOWING FOR PLANTING DETAILS. 10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING
- BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
- 11. EXISTING TREES ARE SHOWN TO REMAIN, CONTRACTOR SHALL PRUNE ONLY ON APPROVAL OF CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
- 12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
- 13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO
- SPECIFICATIONS. FILE ALL CORNERS SMOOTH. 14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURES INSTRUCTIONS ON ALL GROUNDCOVER/SHRUB BEDS WITH A SLOPE OF
- 15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
- 16. BERM ALL PARKING LOT ISLANDS AS SHOWN ON ENCLOSED DETAIL
- SHEET. (BERMS MAY NOT BE SHOWN ON GRADING PLAN.) 17. PRIOR TO PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR OWNER APPROVAL.

### SAFETY STAKE BY TREE STAKE SOLUTIONS

SCALE: NOT TO SCALE



#### TYPICAL PARKING LOT ISLAND MOUNDING

SCALE: NOT TO SCALE

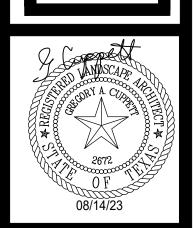
- 1. TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL OFF SITE DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM.
- 2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM TREE CALIPER MEASUREMENT HEIGHT ABOVE GRADE AS REQUIRED BY TOWN
- 3. NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.
- 4. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AND SHALL MAINTAIN THE
- LANDSCAPING FOR 90 DAYS PAST THE FINAL INSPECTION.
- 5. TURF SHALL BE ESTABLISHED IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING

AND EROSION CONTROL PLAN.

Sheet No.

PLANTING DETAILS

Drawn By GAC
Checked By GAC <u>Revisions</u>



A. Scope

Bed prep

Metal edging Topsoil Planting

Mulching Guarantee

B. Related Work Specified Elsewhere

General Requirements – All locations Section 02740 – Irrigation Trenching

Section 02750 - Irrigation Section 02800 - Lawns

1.02 QUALITY ASSURANCE

A. Contractor Qualifications

Minimum of three (3) years experience on projects of similar characteristics and size.

B. Reference Standards:

American Joint Committee Of Horticultural Nomenclature: Standardized Plant Names, Second Edition, 1942;

American Association Of Nurserymen: American Standard For Nursery Stock, 1973

C. Substitutions

Substitutions accepted only upon written approval of Landscape

on plans and specifications.

Architect and Owner. Submit substitutions possessing same characteristics as indicated

D. Inspection and Testing

The project Owner's representative reserves the right to inspect and

tag plants at the place of growth with the Contractor. Inspection at place of growth does not preclude the right of rejection

due to improper digging or handling. Owner's representative reserves the right to request soil samples and analysis of soil and plant mix. Remove or correct unacceptable soil. Cost of testing by Contractor.

1.03 SUBMITTALS

A. Certificates

Submit State and Federal certificates of inspection with invoice.

(Only if required by Landscape Architect.) File certificates with Owner's representative prior to material acceptance.

1.04 PRODUCT DELIVERY, STORAGE, & HANDLING

A. Preparation of Delivery

1. Balled & Burlaped (B&B) Plants

a. Dig and prepare for shipment in manner that will not damage roots, branches, shape, and future development after

b. Ball with firm, natural ball of soil, wrapped tightly with burlap covering entire ball.

c. Ball size and ratios: conform to American Association of Nurserymen standards unless otherwise shown on plant list.

Pack plant material to protect against climatic & seasonal damage, as well as breakage injuries during transit.

Securely cover plant tops with ventilated tarpaulin or canvas to

minimize wind-whipping and drying in transit.

Pack and ventilate to prevent sweating of plants during transit. Give special attention to insure prompt delivery and careful handling to point of delivery at job site.

B. Delivery

Deliver fertilizer, fertilizer tablets, peat, mulch, soil additives, and amendment materials to site in original, unopened containers, bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to State law. Deliver plants with legible identification and size labels on example

Protect during delivery to prevent damage to root ball or desiccation

Notify Owner's representative of delivery schedule in advance so plant material may be inspected upon arrival at job site. Deliver plants to job site only when areas are prepared.

C. Storage

Protect roots of plant material from drying or other possible injury

with wetted mulch or other acceptable material. Protect from weather.

Maintain and protect plant material not to be planted immediately upon delivery.

D. Handling

1. Do not drop plants.

Do not damage ball, trunk, or crown. Lift and handle plants from bottom of container or ball. 1.05 JOB CONDITIONS

A. Planting Season Perform actual planting only when weather and soil conditions are suitable in accordance with locally acceptable practices.

Protection Before excavations are made, take precautionary measures to protect areas trucked over and where soil is temporarily stacked.

1.06 GUARANTEE

Guarantee new plant material for one year after acceptance of final installation (ie. Final Acceptance of project).

Make replacement (one per plant) during one year guarantee period at

appropriate season with original plant type, size and planting mixture. Repair damage to other plants, lawns, & irrigation caused during plant

replacement at no cost to Owner. Use only plant replacements of indicated size and species.

PART II PRODUCTS

2.01 MATERIALS

A. Plant Materials

Hardy under climatic conditions similar to locality of project. True to botanical and common name variety.

Sound, healthy, vigorous, well branched, and densely foliated when in leaf; with healthy well-developed root system.

Free from disease, insects, and defects such as knots, sun-scald, windburn, injuries, disfigurement, or abrasions. Conform to measurements after pruning with branches in normal

Conform to American Association of Nurserymen standards unless

Trees:

Single, straight trunks, unless indicated otherwise Trees with weak, thin trunks not capable of support will not be

accepated. All multi-stem trees are to have a minimum of three stems, similar in size and shape, with a spread of approximately 2/3 of the height. All yaupons to be female. Crape myrtle color

Nursery grown stock only. 9. Subject to approval of Landscape Architect.

shown differently on plant list.

Seasonal color:

Annuals in 4" pots or as specified Perennials in 4" pots, clumps, bulbs as specified

selection by Landscape Architect.

Natural, fertile, friable soils having a textural classification of loam or sandy loam possessing characteristics of soils in vicinity which

produce heavy growth of crops, grass, or other vegetation. Free of subsoil, brush, organic litter, objectionable weeds, clods, shale, stones 3/4" diameter or larger, stumps, roots or other material harmful to grading, planting, plant growth, or maintenance

operations. Presence of vegetative parts of Bermuda grass ( Cynodon dactylon), Johnson grass, nut grass (Cyperus rotundus), and other hard to eradicate weeds or grass will be cause for rejection of

4. Test topsoil (cost by Contractor):

Available nitrogen

Available phosphorus Available potash

Iron

e. Ph: 5.5 to 7.0 Decomposed organic matter: 6-10%

C. Mulch

Top Dressing Mulch – Shredded cypress or hard wood only

12" of amended soil for all planting beds.

Soil prep – 3 Parts native soil to 1 Part composted landscape mix. 4. In pre-packaged bags only; bulk shredded material is unacceptable

D. Peat Moss Commercially available baled peat moss or approved

equivalent.

E. Staking Material

Stakes for tree support:

a. Metal, below grade

Size as appropriate for specified plant

Stake removal

a. Stakes removed after 1 year in ground

Free of oils, acids, alkali, salt, and other substances harmful to plant

Location: Furnish temporary hoses and connections on site.

G. Sand – Washed builders sand

H. Antidesicant – "Wilt-proof" or equal.

I. Edging – 3/16" X 4" green, new and unused; with stakes.

**2.02 MIXES** 

A. Planting Mixture

Existing topsoil – 50%

Shredded pine bark – 50%

Fertilizer 10:20:10 at 30 lb./1000 SF B. Planting Mix for Annuals/Perennials

Prepare above mix

2. Add 2" of sand

Azalea mix: solid peat moss in hole 9" wider than root ball each direction. Plant in solid peat moss and provide mound at base of plant to allow for

Japanese maple, dogwood, camellias: Provide 50/50 peat moss to topsoil mix, raise for drainage.

**PART III - EXECUTION** 

**3.01 UTILITIES** - verify location of all utilities prior to initiating construction; repair any damage caused by construction at no cost to owner.

3.02 INSPECTION

A. Inspect plants for injury and insect infestation; prune prior to installation. B. Inspect site to verify suitable job conditions.

3.03 FIELD MEASUREMENTS

A. Location of all trees and shrubs to staked in the field and approved by

Owner's representative prior to installation. B. Location of all groundcover and seeding limits as shown on plans.

3.04 EXCAVATION FOR PLANTING

A. Pits

Shape - Vertical hand scarified sides and flat bottom. 2. Size for trees – 2 feet wider or twice the root ball, whichever is

Size for shrubs – Size of planting bed as shown on drawings. Rototill soil mix thoroughly, full depth.

NOTE: If beds are proposed beneath drip line of existing tree canopy, pocket prep plants. Do not roto-till beneath existing trees.

B. Obstructions Below Ground

Remove rock or underground obstructions to depth necessary to

2. If underground obstructions cannot be removed, notify Owner's representative for instruction.

C. Excess Soil Dispense of unacceptable or excess soil away from the project site at Contractor's expense.

3.05 PLANTING

A. General

Set plants 2" above existing grade to allow for settling.

2. Set plants plumb and rigidly braced in position until planting mixture has been tamped solidly around ball. 3. Apply soil in accordance with standard industry practice for the

Thoroughly settle by water jetting and tamping soil in 6" lifts.

Prepare 3" dish outside root ball after planting.

Thoroughly water all beds and plants. Stake trees and large shrubs as indicated on plans.

Apply anti-desicant according to manufacturer's instructions. Apply commercially manufactured root stimulator as directed by

printed instruction. 10. Plant and fertilize bedding plants per trade standards. 11. Apply 4" mulch top dressing.

B. Balled Plants

Place in pit of planting mixture that has been hand tamped prior to placing plant.

Place with burlap intact to ground line. Top of ball to be 2" above surrounding soil to allow for settling.

Remove binding at top of ball and lay top of burlap back 6". Do not pull wrapping from under ball, but cut all binding cord. Do not plant if ball is cracked or broken before or during planting

process or if stem or trunk is loose. 6. Backfill with planting mixture in 6" lifts.

C. Container Grown Plants

1. Place in pit on planting mixture that has been hand tamped prior to

placing plant. Cut cans on two sides with an acceptable can cutter, and remove

root ball from can. Do not injure root ball. Carefully remove plants without injury or damage to root balls. Backfill with planting mixture in 6" lifts.

D. Mulching

Make cuts flush, leaving no stubs.

Cover planting bed evenly with 4" of mulch. Water immediately after mulching.

Where mulch has settled, add additional mulch to regain

4. Hose down planting area with fine spray to wash leaves of plants. D. Pruning

1. Prune minimum necessary to remove injured twigs and branches, dead wood, and succors; remove approximately 1/3 of twig growth as directed by landscape architect; do not cut leaders or other major branches of plant unless directed by landscape architect.

Paint cuts over 1" diameter with approved tree wound paint.

4. Do not prune evergreens except to remove injured branches.

3.06 EDGING

A. Stake edging alignment with string line prior to installation. Use framing square to insure right angles are true.

Install all edging straight and true as indicated on drawings. Where edging

layout is circular in design, maintain true and constant radii as shown. When required on slopes, make vertical cuts (approximately 6" on center)

on bottom of edging to allow bending without crimping edging. D. Install edging so that approximately 1" is exposed on lawn side. Edging

should not be visible from bed side after application of mulch. Align edging with architectural features (ie pavement joints, windows,

columns, wall, etc.) when drawings indicate. Bend all corners, do not cut corners.

Interlock all pieces with pre-fabricated connectors.

Install with all stakes on inside of planting bed. I. Remove, file off all sharp corners and burrs.

3.07 CLEAN-UP

A. Sweep and wash all paved surfaces.

Remove all planting and construction debris from site, including rocks, trash and all other miscellaneous materials.

3.08 MAINTENANCE

A. Contractor responsible for routine, and regular maintenance of site until

Final Acceptance is awarded by Owner. Work includes:

Weeding (weekly)

Watering (as required) Pruning

Spraying Fertilizing Mulching

Mowing (weekly)

B. Provide Owner and Landscape Architect with preferred maintenance schedule in writing. Schedule shall include the above-listed tasks and shall address all frequencies, rates, times, levels, etc.

**END OF SECTION** 

**Revisions** 





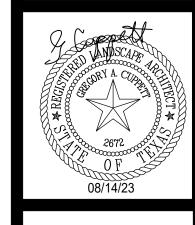
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PLANTING

SPECIFICATIONS

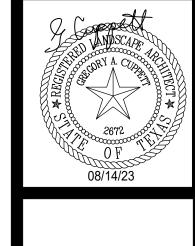
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**Date** AUG 15, 202





Sheet No.



#### **SECTION 02800**

#### FINISH GRADING, LAWN WORK, WILD FLOWERS

#### PART I - GENERAL

#### 1.01 DESCRIPTION

- A. Work includes turf establishment (sod, hydromulch, etc.) as described on drawings.
- B. Make required analysis and material tests for topsoil, fertilizers, and other materials of similar character per current methods of the Association of Official Agricultural Chemists, when required.
- C. Grass seed shall conform to tolerances for germination and purity per applicable standards of U.S. Department of Agriculture.
- D. The turf contractor shall have a stand of grass established prior to substantial completion of the project. If this is not possible due to time of year or schedule, he shall maintain and protect the seeded areas until the grass is established.

#### **PART II - PRODUCTS**

#### 2.01 TOPSOIL MATERIAL

- A. Topsoil material (stockpiled, as specified in Specifications) has been saved for use in finish grading. After sifting out all plant growth, rubbish, and stones, use for areas designated to receive grass. If stockpiled topsoil is not sufficient quantity to complete work, furnish acceptable topsoil from another approved source to provide four inches (4") of topsoil for grass areas unless otherwise noted on drawings. Grass areas shall be defined as the graded areas disturbed during construction not to be paved or built upon.
- B. Acceptable topsoil material shall be defined as natural, fertile, agricultural soil, capable of sustaining vigorous plant growth, uniform composition throughout admixture of subsoil, free of stones, lumps, plants, and their roots, sticks, or other extraneous matter; do not deliver while in a frozen or muddy condition.

#### 2.02 FERTILIZER

- A. Provide a commercial balanced fertilizer delivered to the job in bags labeled with manufacturer's guaranteed analysis. Store in weatherproof storage, place in such a manner that its effectiveness will not be impaired.
- B. Fertilizer shall be a grade containing the percentages of plant food elements by weight as specified elsewhere in these specifications.
- C. Availability of various elements shall be per Standards of the Association of Official Agricultural Chemists.

#### 2.03 GRASS SEED

- A. Grass seed shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine (9) months of the time of delivery to the project. When requested by the Owner or Representative, the seeding contractor shall furnish a sample of seed from each bag for testing.
- The seed shall comply with all provisions of the U.S. Department of Agriculture as to labeling, purity, and germination.

#### 2.04 MULCHING

- A. Dry straw or hay of good quality, free of seeds of competing plants and at such rate of 1 1/2 - 2 tons per acre; or,
- B. Wood cellulose or cane fiber mulch at a rate of 1,000 pounds per acre when the slope is 3/4:1 and steeper; or,
- C. A combination of good quality dry straw or hay free of seeds of competing plants at a rate of 2 1/2 tons per acre and wood cellulose or cane fiber mulch at a rate of 500 pounds per acre. This combination shall be used when the slope is flatter than 3/4:1; or,
- D. Sericea lespedza seed bearing hay at a rate of 3 tons per acre. This mulch may be applied green or air dried, but must contain mature seed.
- E. Manufactured mulch materials, such as soil retention blankets, erosion control netting, or others that may be required on special areas of high water concentration or unstable soils. When these materials are used, follow the manufacturer's recommendations for installation.

#### 2.05 HYDRO-MULCHING

Wood cellulose fiber or cane fiber mulch will be applied with hydraulic seeding and fertilizing equipment. All slurry ingredients shall be mixed to form a homogeneous slurry and spray applied within one hour after the mixture is made.

When wood cellulose or cane fiber mulch is used at the 500 pound per acre rate, straw or hay mulch with asphalt emulsion is applied over this to complete the mulch.

Wood cellulose or cane fiber mulch at the 1,000 pound per acre rate is used alone where other mulch material will not stick.

Wood cellulose or cane fiber mulch is self anchoring.

#### **PART III - EXECUTION**

#### 3.01 RESPONSIBILITY

The site grading contractor will be responsible to stockpile acceptable topsoil in a sufficient quantity to provide four inches (4") minimum cover for all grass areas, including but not limited to all curbed islands, and topsoil planting mounds/berms at the appropriate height and width as defined and shown on the landscaping and/or planting drawings. The topsoil and grass areas shall be further defined as any area disturbed during the grading and construction

The site grading contractor, shall be responsible to spread the topsoil within all perimeter graded areas and future building areas only.

The site grading contractor shall be responsible for backfilling of all curbed islands and planting mounds/berms. They shall also be responsible for removal of all stones, roots, and raking of all topsoil areas hat are to be seeded and/or planted. It will also be the site grading contractor's responsibility to provide fertilizer, grass seed, and any additional topsoil required and mulching.

#### 3.02 GRASS SEEDING

- A. Remove stones, roots, rubbish and other deleterious materials from topsoiled areas that are to be seeded.
- B. Immediately prior to sowing seed, scarify ground as necessary; rake until surface is smooth and friable. Sow seed evenly, lightly wood rake into ground, then roll ground with suitable roller; water thoroughly with fine spray. During any weather, keep lawn watered with sprinklers or other approved methods. Re-seed any areas not doing well or damaged. At intervals as may be required according to seasonal conditions, mow and water grass and execute necessary weeding until acceptable and full stand of grass has been obtained.
- Provide permanent grass seeding for lawn areas so indicated. Seed in accordance with the following schedule (unless otherwise directed by Owner or Owner's Representative::
  - Sow areas ready for seeding between March 1 and October 1 with Hulled Common Bermuda at a rate of 85 pounds per acre.
    - Sow areas ready for seeding between October 1 and March 1 with Unhulled Common Bermuda at a rate of 90 pounds per acre, and
  - 3. Apply fertilizer at a rate of 20/25 pounds per 1,000 square feet.

Annual Rye Grass at the rate of 50 pounds per acre.

#### 3.03 WILD FLOWERS

- A. Areas indicated on plans to receive wild flower coverage shall br fine graded, fertilized, and prepared in a manner similar to traditional turf establishment.
- B. Area to be hydromulched with seed mix as follows:

, and to 20 my differentiation of	a mar ooda mix a
Tickseed	10 pounds/acre
Cosmos	15 pounds/acre
Ox-Eyed Daisy	5 pounds/acre
Side Oats Grama	4 pounds/acre
Showy Primrose	0.5 pounds/acre
Plains Coreopsis	2 pounds/acre
Black Eyed Susan	2 pounds/acre
Indian Blanket	10 pounds/acre
Texas Bluebonnet	4 pounds/acre

#### **3.04 MULCH**

A. All areas to be seeded shall be mulched.

Little Bluestem

B. Mulch materials shall be applied uniformly over the seeded area. Mulch shall be straw and shall be at the rate of 1 1/2 - 2 tons per acre

4 pounds/acre

C. Mulch shall be anchored with an emulsified asphalt binder at the rate of 10 gallons per 1,000 square feet.

#### 3.05 PROTECTION

Provide, at no additional cost to Owner, fencing, railing, wire or other types of protection for topsoiled and seeded areas against trespassing and damage. If lawns are damaged prior to Final Acceptance, treat or replace them as directed. Remove protection when so directed.

#### 3.06 MAINTENANCE

Provide maintenance from start of work until Final Acceptance. Maintenance includes watering of lawns, weeding, mowing, edging, repairs of wash-outs and gullies, repairs to protection, and other necessary work of maintenance. Maintain slopes against erosion.

#### 3.07 REHYDROMULCHING

The Owner's representative will designate areas to be replanted. Areas on which a stand of growing grass is not present in a reasonable length of time, (Bermuda grass seed should be germinating in 6-8 days) shall be prepared, reseeded and remulched, as specified for original planting at no additional cost to Owner. A stand shall be defined as live plants from seed occurring at a rate of not less than 1,000 growing plants per square foot. Replanting required because of faulty operations or negligence on the part of the Contractor shall be performed without cost to Owner.

#### 3.08 FINAL CLEAN-UP

- A. At time of final inspection of work, and before final acceptance, clean paved areas that are soiled or stained by operations of work of this section. Clean by sweeping or washing, and remove all defacements or stains.
- B. Remove construction equipment, excess material and tools. Cart away from site any debris resulting from work of this section and dispose of as directed.

#### **END OF SECTION**

#### **SECTION 02922** SODDING

#### PART I - GENERAL

- 1.01 DESCRIPTION A. Work Included
- Sod bed preparation Fertilizing
- Sodding 4. Miscellaneous management practices
- Related Work Specified Elsewhere
- Finish Grading, Section 02800 2. Lawns and Grasses, Section 02930

#### 1.02 REFERENCE STANDARDS

A. Standardized Plant Names

American Joint Committee of Horticultural Nomenclature, Second Edition, 1942.

B. Texas Highway Department - Standard Specifications for Construction, Item 164, Seeding for Erosion Control.

**PART III - EXECUTION** 

C. Prepare sod bed:

3.02 SODDING

A. Sodding:

B. Rolling:

acceptance.

B. Resodding:

**END OF SECTION** 

3.01 SOD BED PREPARATION

B. Clear surfaces of all materials:

Roots, brush, wire, stakes, etc.

Remove soil clods larger than one inch (1").

Owner's Representative before sodding.

Water and fertilize at 5 lbs. per 1,000 sq. ft.

frozen ground. No dry or frozen sod is acceptable.

acceptable condition until acceptance by Owner.

A. Includes protection, replanting, maintaining grades, repair of erosion

damage. Also includes weekly mowing at 1 1/2" height until final

2. Ruts, ridges, and other surface irregularities shall be corrected.

lbs. per foot of width, in two directions.

Resod damaged or unacceptable areas.

excessive undulations.

3.05 MAINTENANCE AND MANAGEMENT

4. The contractor shall keep all keep all sodded areas moist and

A. Cultivate to a depth of four (4") inches by disking and tilling with a power

Stumps, stones, and other objects larger than one inch (1").

Any objects that may interfere with sodding or maintenance.

Grade areas to smooth, even surface, removing ridges and filling

1. Lightly water prepared grade, lay sod with staggered joints and with

in place with wood pegs (two each piece) or other approved

edges touching. Topdress with topsoil at edges if necessary to

method. Sod damaged by storage or during installation shall be

rejected. Following settling, topdress with screened, approved

Sod shall not be placed during a drought, nor during periods when

sod is not normally placed in the area, and shall not be placed on

growing until Final Acceptance. All areas shall be maintained in an

1. After placing sod, roll with a hand roller, weighing not more than 100

Eliminate all air pockets; finished surface should be free of

provide smooth surface. On slopes of 2 to 1 and greater, fasten sod

depressions. Final grade to be below finish grade of curbing and edging as shown on details. All grades shall meet approval of

#### 1.03 SUBMITTALS

- A. Vendors Certification That Sod Meets Texas State Sod Law
- Include labeling requirements.
- Include purity and type.

#### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A Sod:
- Previous season's crop with date of analysis on each bag.
- Furnish and deliver each variety in separate bags or containers. Sod to be cut no more than three days before delivery.

#### B. Fertilizer:

- Unopened bags labeled with the analysis.
- Conform to Texas Fertilizer Law.

#### 1.05 JOB CONDITIONS

- A. Planting Season:
- Only during suitable weather and soil conditions. 2. As specifically authorized by the Owner's Representative.
- B. Schedule Only after all other construction is complete
- C. Protect and Maintain Sodded Areas
- From traffic and all other use.

#### Until sodding is complete and accepted. **PART II - PRODUCTS**

#### 2.01 MATERIALS

- A. Sod:
- 1. Sod: As specified on drawings, weed, insect, and disease free having a minimum of 1 inch of topsoil attached to the roots and cut
- no more than three days prior to installation. The sod shall be cut in strips of at least 1/2 sq. yd. and not more than 1 sq. yd. Sod shall be cut into strips not less than 12" in width or more than 9' in length. At the time of harvest, the top growth shall
- not exceed 3" in length. 3. All sod shall conform to the laws of the State and shall be obtained from sources meeting the approval of the Department of Agriculture, Division of Entomology.

### B. Fertilizer:

- Uniform in composition, free flowing. Suitable for application in approved equipment. Analysis of 16-20-0, 16-8-8 or as directed.

1. Free of oil, acid, alkali, salts or other substances harmful to growth

#### SECTION 32 15 40 DECOMPOSED GRANITE SURFACING

NOTE: These specifications were current at the time of publication but are subject to change at any time without notice. Please confirm the accuracy of these specifications with the manufacturer and/or distributor prior to installation.

#### PART 1 - GENERAL

A.SUMMARY

#### B. Section Includes:

1. Naturally occurring decomposed granite and crushed stone surfacing as shown on Drawings and specified herein. Include sub-grade, edging and related accessories.

#### C.Related Sections:

1. Section 31 22 00 "Grading".

#### 1.02 REFERENCES

A.ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 B. ASTM D448 - Standard Classification for Sizes of Aggregate for Road and Bridge Construction.

#### 1.03 ACTION SUBMITTALS

- A. Comply with Section 01 33 00.
- B. Shop Drawings: Submit plan layout of all decomposed granite surfacing areas and detail drawings showing the various components of the surfacing system, including subbase and
- C.Product Data: Manufacturer's literature completely describing all components of the decomposed granite surfacing system, including:
- 1. Preparation instructions and recommendations.
- Installation methods and application procedures.
- D. Samples for Verification:
- 1. Submit samples of each of the following:
- Three pound sample of each type and color of decomposed granite surfacing material.
- b. Edging material, each type not less than 12 inches long.

#### E. Certification:

1. Manufacturer and Installer Qualifications.

#### 1.04 LEED REQUIREMENTS

- A.LEED Submittals: In accordance with [LEED] [and] [Section 01 35 21 LEED Requirements]
- Submit required letters, calculations, spreadsheets and templates prepared by [Engineer] [Consultant] [Architect] [\_\_\_\_\_] for submitting to USGBC for Credit Interpretation Requests.
- 2. Submit Project Materials and Cost Data: Provide statement for total cost for building materials used for Project.
- Materials and Resources Credit: MRc Building Product Disclosure and Optimization -Sourcing of Raw Materials: Submit product data and certification letter(s)] of proposed materials with recycled content.

#### 1.02 QUALITY ASSURANCE

- A. Comply with Section 01 40 00.
- B. Manufacturer: Company specializing in manufacturing Work of this Section with minimum 25 years documented experience.
- C.Single Source Responsibility: Obtain each type of decomposed granite surfacing from single manufacturer.
- D.Mock Up: Provide a mock-up for evaluation of surface preparation, installation techniques and quality of application.
- 1. Install a 4-feet x 4-feet minimum of decomposed granite surfacing, including subbase course and edging, at location approved by Landscape Architect.
- Do not proceed with remaining work until installation of decomposed granite surfacing is approved by Landscape Architect.
- Approved mock-up may remain as part of completed Work.

#### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 60 00.
- B. Bagged Materials: Accept delivery of materials only in unopened and undamaged containers bearing the brand name and manufacturer's identification.
- C. Bulk Materials: Each load of decomposed granite surfacing material arriving at the job site in bulk shall be accompanied by a delivery ticket containing the following minimum information:
  - 4. Quarry of origin.
  - 5. Amount, weight and type of material.
  - 6. Brand name and manufacturer's identification.
- D. Protect decomposed granite surface surfacing materials from contamination until ready for installation. Store under cover.

#### 1.04 PROJECT CONDITIONS

- A. Surfaces to receive decomposed granite surfacing shall be frost free and free of oil or any other foreign matter, which may impair the proper installation of the surfacing system.
- B. Do not install decomposed granite surfacing when subbase course is muddy or saturated with
- C. Perform work in dry weather when subgrade is sufficiently stable to be properly compacted.

#### PART 2 - PRODUCTS

#### 2.01 ACCEPTABLE MANUFACTURER

- A. As specified or approved equal.
- Requests for substitutions will be considered in accordance with provisions of Section 01 25 00.

#### 2.02 DECOMPOSED GRANITE SURFACING MATERIALS

- A. Recycled Content of Decomposed Granite or Crushed Stone Surfacing Materials: [50%][75%][100%][\_\_%]
- B. Decomposed Granite and Crushed Stone Aggregate: Provide high quality materials consisting of sound, angular, durable stone particles, free from clay lumps, organic materials, frozen materials, or other deleterious substances.
- Gradation: Manufacturer's standard mix of well-graded materials in accordance with ASTM
   C136. Blends of coarse sand and rock dust are not acceptable.

#### Standard Pathway Optimal Gradation

Standard Factively Optimal Gradation			''
	Sieve	Sieve Size (mm)	Percent Passir
	3/8"	9.51	100%
	#4	4.76	80-100%
	#8	2.36	65-90%
	#16	1.18	40-60%
	#30	0.6	25-55%
	#50	0.3	15-35%
	#100	0.149	10-20%
	#200	0.074	7-15%

#### 2.03 SUBBASE COURSE MATERIALS

A. Comply with MTO OPSS 1010 - "Material Specification for Aggregates - Granular A, B, M and Select Subgrade Material" specification for Granular A material.

1. Road Base Material: Also known as road rock, road gravel, aggregate base, AB, asphalt base and 3/4" minus. In California the standard is set by Cal Trans and most common is 3/4" aggregate base Class 2.

#### 2.04 ACCESSORIES

- Water: Clean and potable, free from contaminants that would be deleterious to the decomposed granite surfacing.
- B. Edging: EPIC EDGE composite edging or approved equal. 4-inch deeps.
  - Stakes: 12-inch long Epic stake or approved equal; locate at 36-inch on center
- maximum.

  C. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified

pose no short or long term health threats to the installer or the general public.

as "restricted use" for locations and conditions of application. Application of the herbicide shall

#### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Examine areas and conditions under which Work of this Section will be performed.

  Notify Landscape Architect of unsatisfactory preparation before proceeding.
- B. Correct conditions detrimental to timely and proper completion of Work.
- C.Do not proceed until unsatisfactory conditions are corrected.
- D. Lay out work prior to the commencement of installation.

#### 3.02 PREPARATION

- A. Excavation: Excavate to depth required so edges of decomposed granite surfacing will match adjacent grades and have a maximum cross-slope of 2 percent. Ensure edges and bottom of excavation are in a smooth and even line.
- B. Subgrade Preparation: Plow, harrow and mix the entire surface of the in-place subgrade to a depth of at least 6-inches. After the material has been thoroughly mixed, the subgrade shall be brought to line and grade and compacted to 95% of the maximum laboratory dry density as determined by the Standard Proctor test.
- C. Herbicide: Apply herbicide per manufacturer's written instructions. Limit the application to the area to receive decomposed granite surfacing.
- D. Subbase Course Preparation: Place the subbase coarse aggregate free from ridges, depressions or hollows. Rake and compact to 95% Standard Proctor Density.

#### 3.03 INSTALLATION

- A. Composite Edging: Install edging flush with the top of the decomposed granite surfacing. Provide sufficient stakes to secure edging in place during and after decomposed granite surfacing material installation.
- B. Subgrade: Proof-roll the subgrade with heavy pneumatic-tired equipment to locate unstable areas and to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Landscape Architect, and replace with compacted
- The surface of the completed subgrade shall be bladed to a smooth and uniform texture.
- 3. The finished subgrade shall be uniform and free from deleterious debris such as organic materials, nails, stones and loose soil.
- C. Subbase: Install aggregate subbase to a compacted depth of 4 to 6-inches minimum for pedestrian traffic, and 8 to 12-inches minimum for vehicular traffic in accordance with manufacturer's recommendations. Install the subbase in multiple 3 to 4-inch lifts, and
- D. Compaction: Compact each lift of the subgrade, subbase and final finish decomposed granite surfacing materials with a one to three-ton roller or compactor. In small areas that are difficult to access with compaction equipment, hand tamping may be performed with multiple passes to achieve the required density.
  - 1. Lightly spray surface area following compaction. Do not disturb aggregate surface with spray action.

#### 3.04 INSTALLATION OF DECOMPOSED GRANITE SURFACING

backfill or fill as directed.

compact to a minimum 95% density.

- A. Spread decomposed granite surfacing material in 3 to 4-inch lifts. Spread the pathway mix evenly and smoothly before compacting. Allow for 20-25% compaction. Screed if possible.
- B. Wet the mix to ensure water has penetrated the full depth of the decomposed granite surfacing material, and roll each lift to form a uniform, smooth surface with a cross slope of 2% maximum. Compact each lift to a minimum 95% density.
- C. Grade and smooth to the required elevation; compact final lift with 1-3 ton drum roller or compactor

#### D. Minimum Compacted Thickness:

- 1. Pedestrian Paths: 4-inches.
- 2. Vehicular Drives and Roadways: 6-inches.
- E. Surface shall follow grades per plans. Remove crown, allow 1-2% cross pitch.
- F. Completed surface shall be of consistent quality and shall not have depressions or humps greater than 1/4-inch in 10-feet.

#### 3.05 INSTALLATION TOLERANCES

- A. Decomposed Granite Surfacing Thickness: Allow for 20-25% compaction.
- 1. Subbase Course: Plus or minus 1/2-inch.
- 2. Surface Course: Plus 1/4-inch, no minus.
- B. Decomposed Granite Surfacing Smoothness: Produce a surface smoothness within 1/4-inch tolerance when measured with a 10-foot straightedge.
- 1 Crowned Surfaces: Test with crowned template centered and at right angle to crown
- 1. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowed variance from template is 1/4-inch.

#### 3.06 CLEAN-UP AND PROTECTION

- A. Thoroughly clean all areas where work has occurred. Remove from site excess material, debris and rubbish.
- B. Take all precautions necessary to protect completed work until Substantial Completion of

#### END OF SECTION

#### SPECIAL SPECIFICATION

#### 2099

#### DECOMPOSED GRANITE

- **1. DESCRIPTION.** Furnish and install decomposed granite beds and as shown on the plans or as directed.
- **2. MATERIALS.** Provide decomposed granite, aggregate base material, necessary subgrade fill material, weed barrier fabric, binding material, and other miscellaneous items as shown on the plans.
- **3. CONSTRUCTION**. All materials furnished will be installed as shown on the plans or as directed by the Engineer.
  - A. Decomposed Granite. Place over filter fabric. Remove loose material from the exposed subgrade. Place decomposed granite aggregate in maximum 2 in. deep lifts, wet thoroughly, and let set according to the supplier's instructions. Compact to not less than 90% nor more than 95% of maximum dry density (ASTM D 698) with a roller. Do not use a tamp plate.
- **4. MEASUREMENT.** This item will be measured by Square Yard, complete in place for the project, as shown on the plans.
- **5. PAYMENT.** The work performed and materials furnished in accordance with this item and as provided under "Measurement" will be paid for at the unit price bid of Square Yard for "Decomposed Granite". This price is full compensation for furnishing, installing, testing, and for all other materials, labor, tools, equipment, and incidentals.

END OF SECTION

Drawn By GAC
Checked By GAC
Revisions





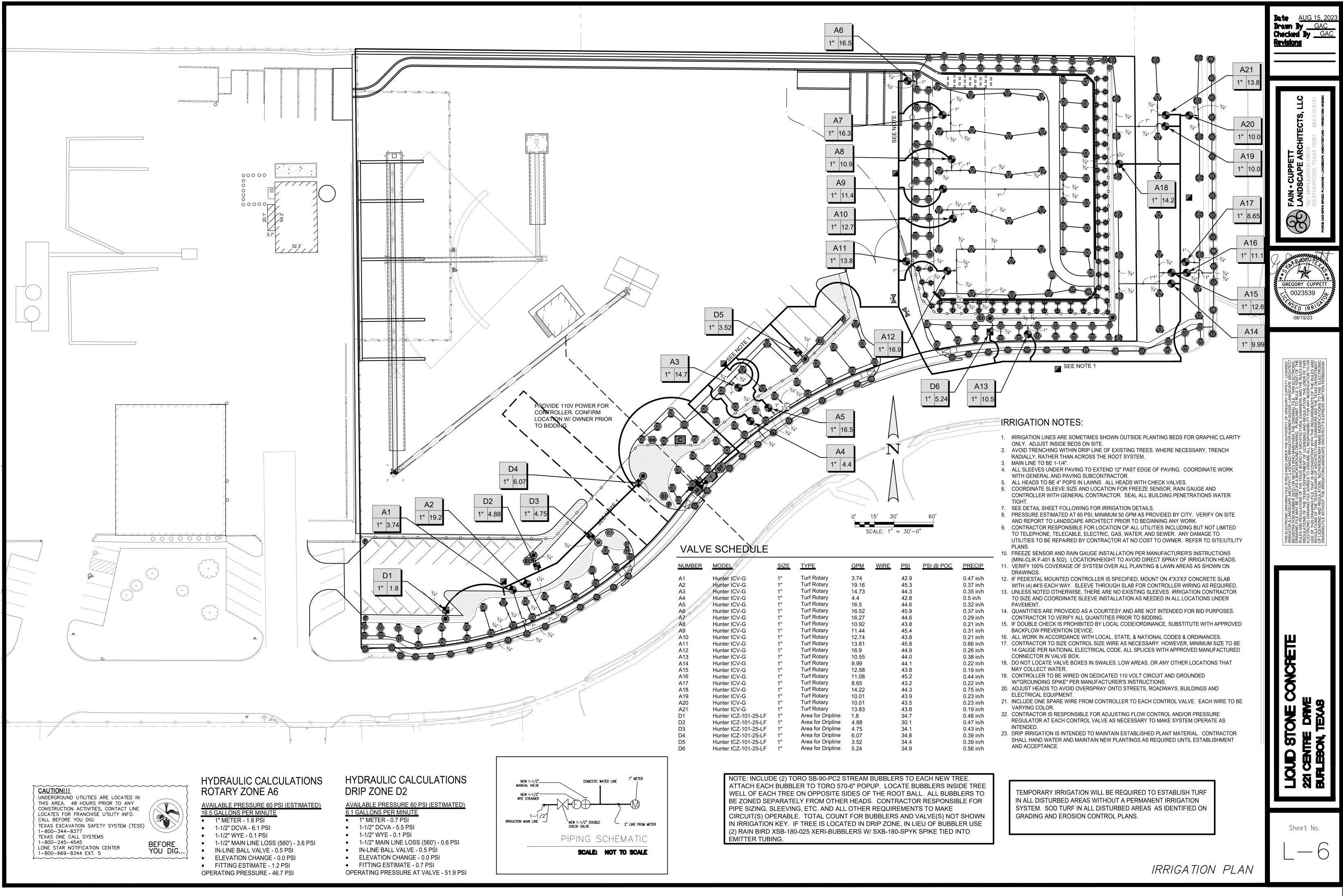
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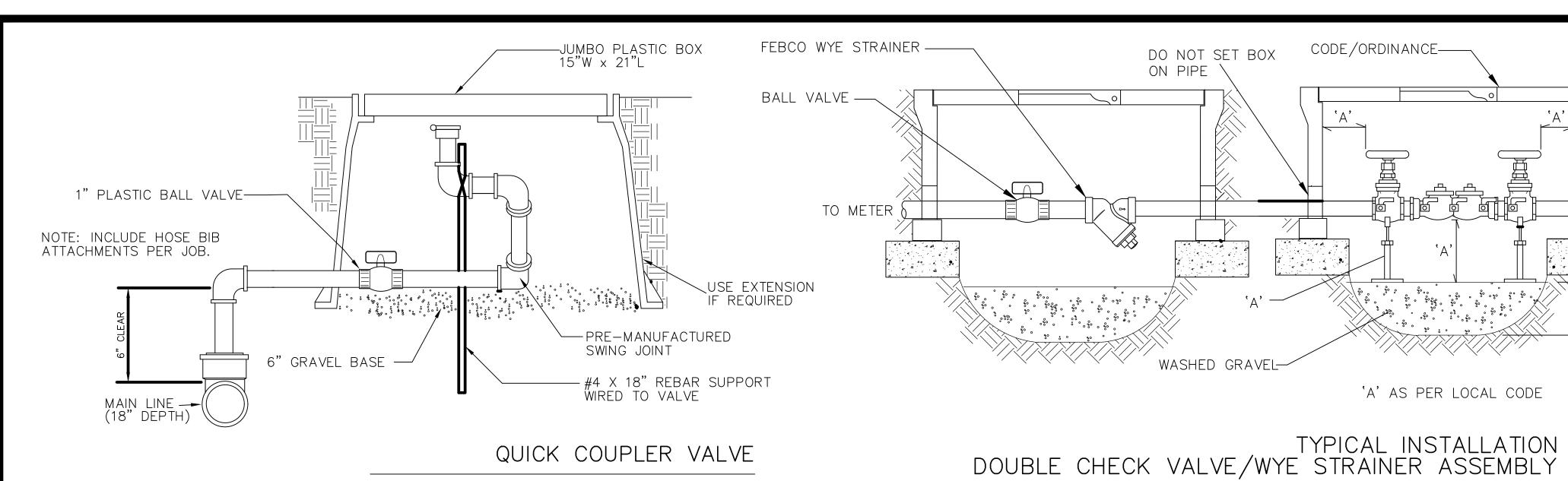
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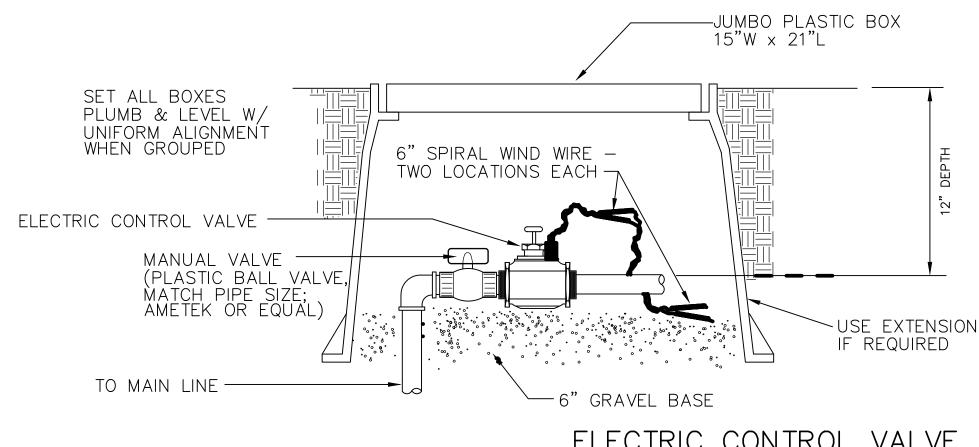
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DECOMPOSED GRANITE SPECIFICATIONS



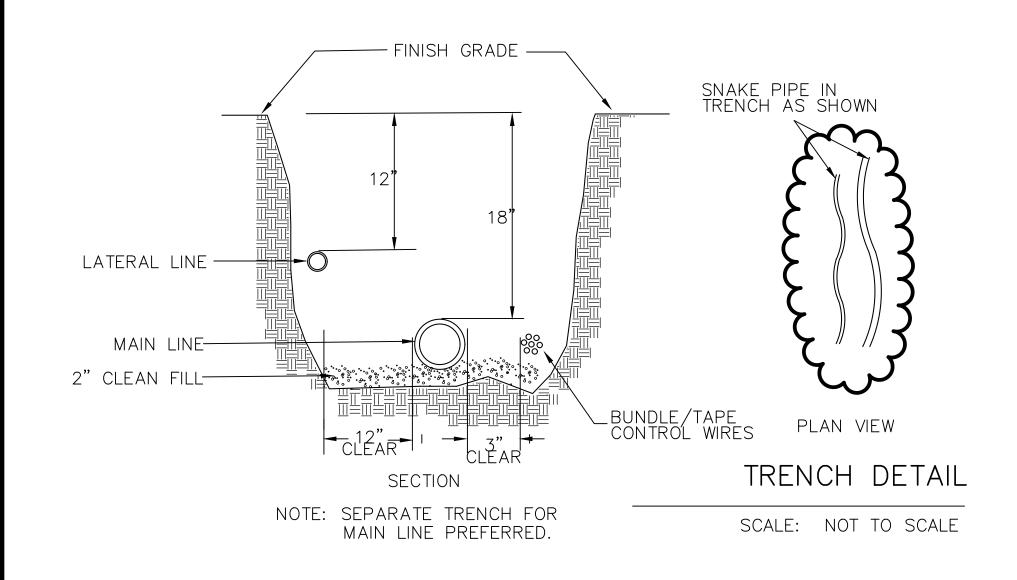


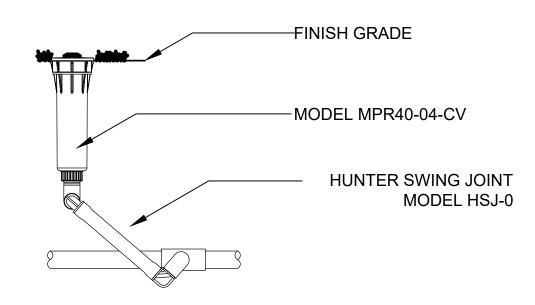
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### ELECTRIC CONTROL VALVE

SCALE: NOT TO SCALE

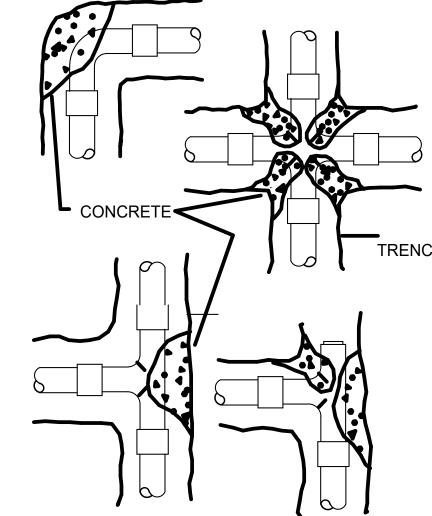




### TYPICAL INSTALLATION OF MPR-40 ROTARY SPRINKLER ON SWING-JOINT RISER

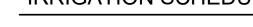
SCALE: NOT TO SCALE

NOTE: - THRUST BLOCKS ON MAIN LINE - ALL SIZES; AND LATERALS 2" & LARGER - MINIMUM BLOCK SIZE 8"X8"X8"



### THRUST BLOCKS - PLAN VIEW

SCALE: NOT TO SCALE



FINISH GRADE

SPRAY HEAD AS SPECIFIED

**HUNTER SWING JOINT** 

MODEL HSJ-0

'A' AS PER LOCAL CODE

SCALE: NOT TO SCALE

TYPICAL INSTALLATION OF

HEAD LAYOUT

SCALE: NOT TO SCALE

Plan View

BUBBLER HEAD

SCALE: NOT TO SCALE

HEADS 4" CLEAR

FROM BACK OF CURB

ALL LOCATIONS

TO DE			
<u> </u>	IRRIGATION	SCHEDULE	
	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
`A'	LST SST RST	Hunter MP Strip PROS-04-PRS40-CV-F Turf Rotator, 4in. pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. LST=Ivory left strip, SST=Brown side strip, RST=Copper right strip.	55
-BRICK SUPPORTS TO MAINTAIN PROPER DEPTH 'A'	₩ΦΦ	Hunter MP1000 PROS-04-PRS40-CV-F Turf Rotator, 4in. pop-up with check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. M=Maroon adj arc 90 to 210, L=Light Blue 210 to 270 arc, O=Olive 360 arc.	69
4"X8"X16" CMU BLOCK —ALL VALVE BOXES	<b>® ® ®</b>	Hunter MP2000 PROS-04-PRS40-CV-F Turf Rotator, 4in. pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. K=Black adj arc 90-210, G=Green adj arc 210-270, R=Red 360 arc.	74
	B VA	Hunter MP3000 PROS-04-PRS40-CV-F Turf Rotator, 4in. pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. B=Blue adj arc 90-210, Y=Yellow adj arc 210-270, A=Gray 360 arc.	40
	<b>(B</b> )	Hunter MP3500 PROS-04-PRS40-CV-F Turf Rotator, 4in. Pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. LB=light brown adjustable arc, 90-210.	15
	<b>Ф Ф</b> 800 A 800 F	Hunter MP800SR PROS-04-PRS40-CV-F Turf Rotator, 4in. pop-up with check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. ADJ=Orange and Gray ( arc 90-210), 360=Lime Green and Gray (arc 360)	68
	SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
		Hunter ICZ-101-25-LF Drip Control Zone Kit. 1in. ICV Globe Valve with 1in. HY100 filter system. Pressure Regulation: 25 psi. Flow Range: .5 GPM - 15 GPM. 150 mesh stainless steel screen.	6
		Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to	7

above grade installation. Netafim TLSOV
Netafim TLSOV- 1/2in. manual flush valve, barbed insert. Install in 10in. box, with adequate blank or in.cobrain. tubing to extend 6 valve out of valve box. 2/3 in fits Techline HCVXR, HCVXR-RW/RWP, CV, DL, RW and RWP driplines, and PE

Hunter ECO-ID
ECO-ID: 1/2in. FPT connection with 12 psi-70 psi operating pressure. Specify with Hunter SJ swing joint.

Area to Receive Dripline Hunter HDL-04-18-CV HDL-04-18-CV: Hunter Dripline w/ 0.4 GPH emitters at 18" O.C. 6,234 l.f. Check valve, dark brown tubing with tan striping. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern.
Install with Hunter PLD barbed or PLD-LOC fittings.

SYMBOL 1in., 1-1/2in., 2in., and 3in. Plastic Electric Remote Control Valves, Globe Configuration, with NPT Threaded Inlet/Outlet, for

Hunter HQ-3RC Quick coupler valve, yellow rubber cover, red brass and stainless steel, with 3/4in. NPT inlet, 1-piece body. Landscape Products Inc. BBV

1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in., 2in., 2-1/2in., 3in. Full Port 1 Brass Ball Valve. Suitable for a full range of liquids and gases in residential and commercial applications. Landscape Products Inc. CWV Slip Socket
1/2in., 3/4in., 1in., 1-1/4in., 1-1/2in.,2in. Slip Socket Plastic Ball
Valve. Quarter-turn shutoff designed for irrigation, spas, pools and
other general cold water applications. 125 psi rating. Same size

Commercial/Municipal Use.

as mainline. Febco 850 1" Double Check Backflow prevention, 1/2in. to 2in. Hunter I2C-2400-M 24 Station Outdoor Modular Controller. With two ICM-800 Module.

Commercial Use. Metal Cabinet. Wireless Solar, rain freeze sensor with outdoor interface, connects to Hunter PCC, Pro-C, and I-Core Controllers, install as noted. Includes 10 year lithium battery and rubber module cover, and gutter mount bracket.

Wye Strainer Water Meter 1" Irrigation Lateral Line: PVC Class 200 SDR 21

Valve Callout

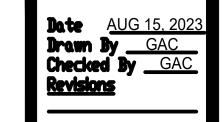
Date AUG 15, 2023
Drawn By GAC
Checked By GAC
Revisions



Sheet No.

IRRIGATION DETAILS

5,697 l.f.





CONTROL ZONE KIT

DRIPLINE START CONNECTION MALE ADAPTER AND TEE

AREA PERIMETER

18" ROW SPACING TYPICAL

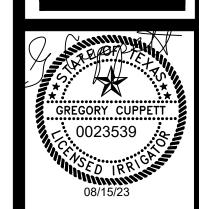
PERIMETER LATERALS 2" TO 4" FROM EDGE

— LINE FLUSHING VALVE PLUMBED TO DRIPLINE

DETAIL - NO SCALE

TYPICAL DRIPLINE END FEED LAYOUT

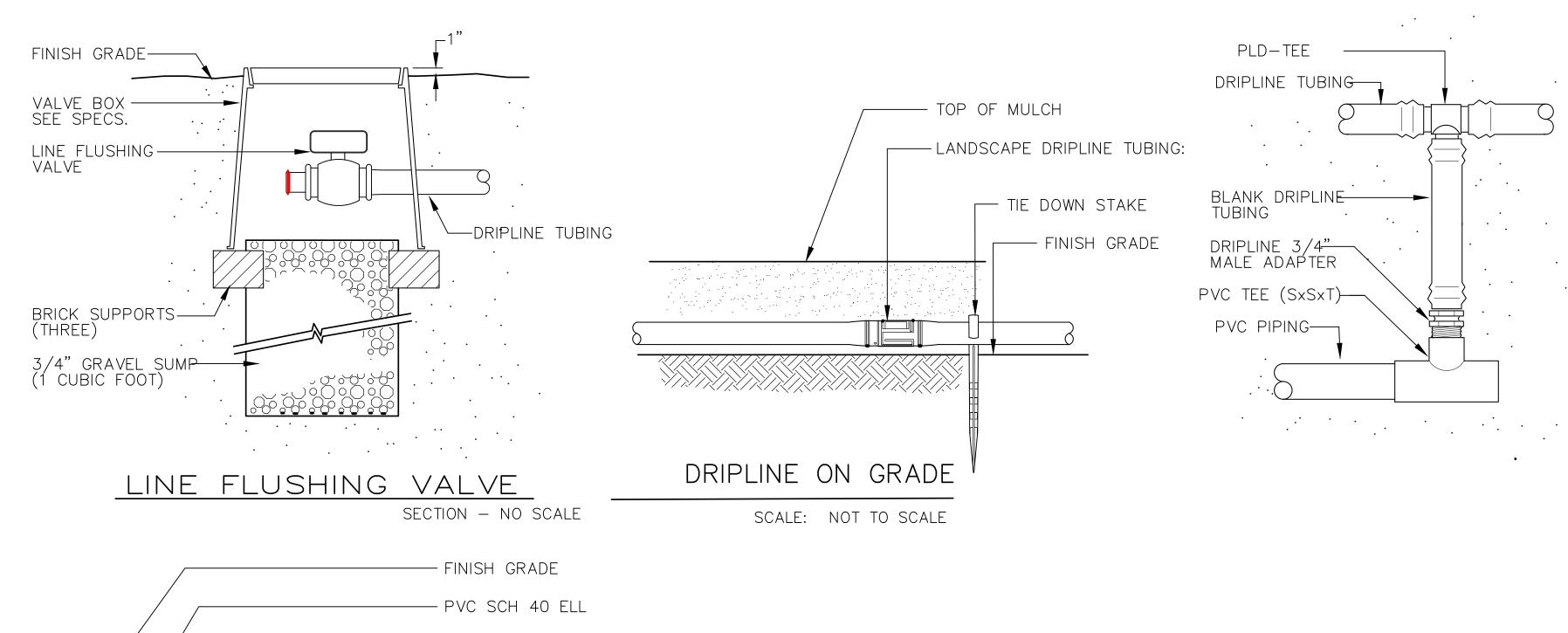
PROFESSIONAL LANDSCAPE DRIPLINE

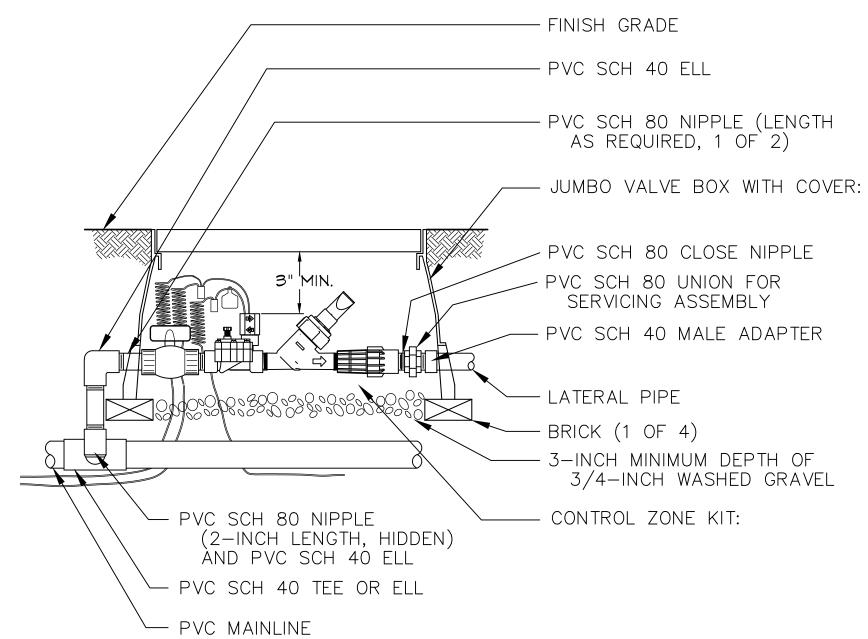






Sheet No.





### FLOW CONTROL ZONE KIT

SCALE: NOT TO SCALE

DRIP DETAILS

**SECTION 02750** 

IRRIGATION

PART I - GENERAL

1.01 DESCRIPTION

A. Work Included

Piping and fittings.

Connection to existing water lines.

Valves, bubblers, and spray heads. All miscellaneous fittings and accessories required

to complete and operate system.

Excavation and backfill. Testing and adjusting. Clean up.

B. Related Work Specified Elsewhere

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. All applicable local and national Plumbing Ordinances,

Electrical Codes, and Building Codes. National Plumbing Code.

B. Licenses:

All work shall be performed by or under the direct supervision of an irrigator or plumber licensed to practice under the authority of the

C. Reference Standards:

ASTM D-2241-78 2. CS 256-63

State of Texas.

1.03 SUBMITTALS

A. Maintenance Materials: At completion of the job, furnish spare parts and all special tools and equipment required to operate and maintain system.

B. Maintenance Data: Furnish two copies of parts list and repair manuals and

all special tools and equipment required to operate and maintain system. C. Manufacturer's Literature: Submit catalogue data indicating, performance, weight, size and function of each item of equipment and material. Also

provide manufacturer's operating manual.

and also a reproducible mylar:

Project Record Documents: Record on a clean set of plans in colored pencil

All piping and wiring, including control wires by dimensions. 2. Locate all valves by dimension from two directions.

**PART II - PRODUCTS** 

2.01 GENERAL

A. Equipment and Material Requirements:

Standard product of acceptable manufacturer.

In-service performance records to verify published capabilities. New and unused.

2.02 MATERIALS

A. PVC Pipe and Fittings:

Polyvinyl chloride pipe (PVC) in accordance with ASTM D-2241-78

made to SDR-PR dimensions and approved by National Sanitation

2. 2 inch pipe and smaller: Solvent weld PVC Type "Bell-End" pipe may be used.

3. 2 inch pipe fittings and smaller: Solvent weld type as recommended by pipe manufacturer.

4. All pipe downstream of backflow preventer to be Class 200 PVC; all swing joints and risers to be Schedule 80.

B. Joints and Fittings:

Nipples and risers: Schedule 80 threaded PVC pipe.

Fittings: Schedule 80 PVC.

C. Valves:

Double Check Double Gate Valve

a. Factory assembled and tested valve train.

Two spring loaded all brass check valves with soft rubber discs.

Two all brass shutoff valves. Assembled with brass nipples.

e. In accordance with AWWA and ASSE specifications. Approved Product: FEBCO.

Manual Control Valve

Straight type globe valve.

b. Size to match upstream pipe or as shown on drawings.

Cross handle control wheel.

Brass or bronze body and parts, Class 150. Full floating valve disc with replaceable seat and washers.

Removable bonnet and stem assembly with packing gland and nut.

3. Electric Control Valve

With flow control.

Globe valve.

Manual bleed. 24 VAC solenoid.

> Electric control, in-line. f. Size to match upstream pipe or as shown on drawings.

Quick Coupler

a. 1" female inlet.

Brass or bronze construction. 150 psi capacity.

Self closing cover.

One piece, single lug, single key construction. f. Provide owner with two quick coupler keys & hose bib

g. Install in "jumbo" plastic valve box, rectangular, heavy duty.

D. Valve Boxes:

1. Box for Double check double gate valve:

a. Concrete box with cast iron cover (or per code). b. Sufficient size to house entire assembly and permit

inspection, maintenance and repair.

Box for Electric Valves, Manual Valves, and Double Check Valves

a. "Jumbo", rectangular

b. Heavy duty plastic construction. c. With locking lid.

E. Sprinkler Heads:

Bubbler, Flood Type

a. Plastic construction.

b. 1/2" IPS female inlet. c. Adjustable flow via screen.

Spray Heads

a. 4" pop/12" pop

b. Plastic construction. c. Stainless steel retraction spring.

d. Serviceable filter screen and nozzle. e. Stationary or gear driven.

Rotary Heads

a. 12" pop/4"pop

b. Full and part circle heads as drawings indicate.

Stainless steel retraction spring. d. Serviceable filter screen and nozzle.

F. Controllers:

Solid state.

Digital readout.

Dust Barrier. 4. Pump/master valve circuit switch.

0-60 minute timing per station or as specified.

Up to three start times/day with manual override. UL listed.

Battery backup.

G. Accessories:

Jointing Material: Teflon tape for threads on PVC pipe. Control Wire: Direct Burial, size for voltage drop, minimum size per National Electric Code.

**PART III - EXECUTION** 

3.01 GENERAL

Install all equipment and products in accordance with manufacturer's recommendations.

3.02 INSTALLATION

A. PVC Pipe and Fittings:

1. Handle and install PVC pipe, couplings, and fittings in accordance with manufacturer's recommendations and industry standards.

2. All PVC fittings shall be molded of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or

screwed connections. 3. No fittings made of other material shall be used except copper as

specified in the plans and details. 4. Space pipe length in jointing and snake to allow for expansion and

5. Thoroughly clean interior of the pipe of all foreign matter before being lowered into trench. Keep clean during laying operation by

means of plugs or other approved method.

6. Do not lay pipe in water or when trench or weather conditions are unsuitable for work. Keep water out of trench until the joints are

7. When work is not in progress, securely close open ends of pipe and fittings so that no trench water, earth or other substances will enter pipes or fittings. 8. Take up and relay any pipe that has the grade or joints disturbed

9. Fittings at bends in the pipe line and at ends of lines shall be firmly

wedged against the vertical face of the trench. 10. Make joints in all screwed fittings by applying teflon tape on male

11. Only schedule 80 pipe may be threaded.

1. Install all new valves as indicated on the plans or as may be required for the proper control of the piping systems in which they are incorporated.

2. Bury valves deep enough so that valve box lid will not protrude above the ground.

3. Set valves vertically and locate 12 inches from sidewalks where 4. Adjust flow control to give correct pressure at sprinkler head.

A. Leak Test:

1. When the main line or sections of the main line, e.g. loops with swing joints and valves have been installed, the system (or section) will then be pressurized to the operating pressure indicated on the drawings. The pressure will then be maintained for a twenty four hour leak test period.

2. All leaks will be repaired and retested prior to backfilling lines. Any leaks developed during the first under normal operating pressures due to improper installation shall be repaired by the

contractor at no expense to the owner.

B. Cleaning and Flushing System:

3.03 FIELD QUALITY CONTROL

1. After pipe, fittings, and valves have been installed and connections made to water source, flush pipe free of all rock, dirt, trash, pipe

shavings, and other debris before installing heads. 2. After heads have been installed, use system several times before

final inspection. 3. Immediately before final inspection, check all heads for stoppage.

Clean if necessary. 4. Remove nozzles of all heads and flush pipes. Clean and replace heads before final inspection.

C. Maintenance Instructions:

1. School at least two of the Owner's employees that will be

maintaining the irrigation system in operating and maintenance

procedures. 2. Include operation of controllers and valves, balancing of the system, and maintenance of all equipment including removal and replacement of valve and controller components.

3.04 CLEANUP

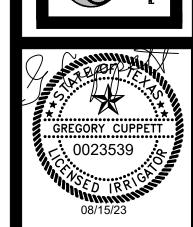
A. Make final cleanup of all parts of work before final acceptance.

B. Remove all construction materials and equipment

C. Prepare site in an orderly and finished appearance.

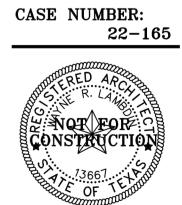
D. Remove from site any rock or extra soil that resulted from this work and restore site to its original condition.

**END OF SECTION** 



Sheet No.

**SPECS** 



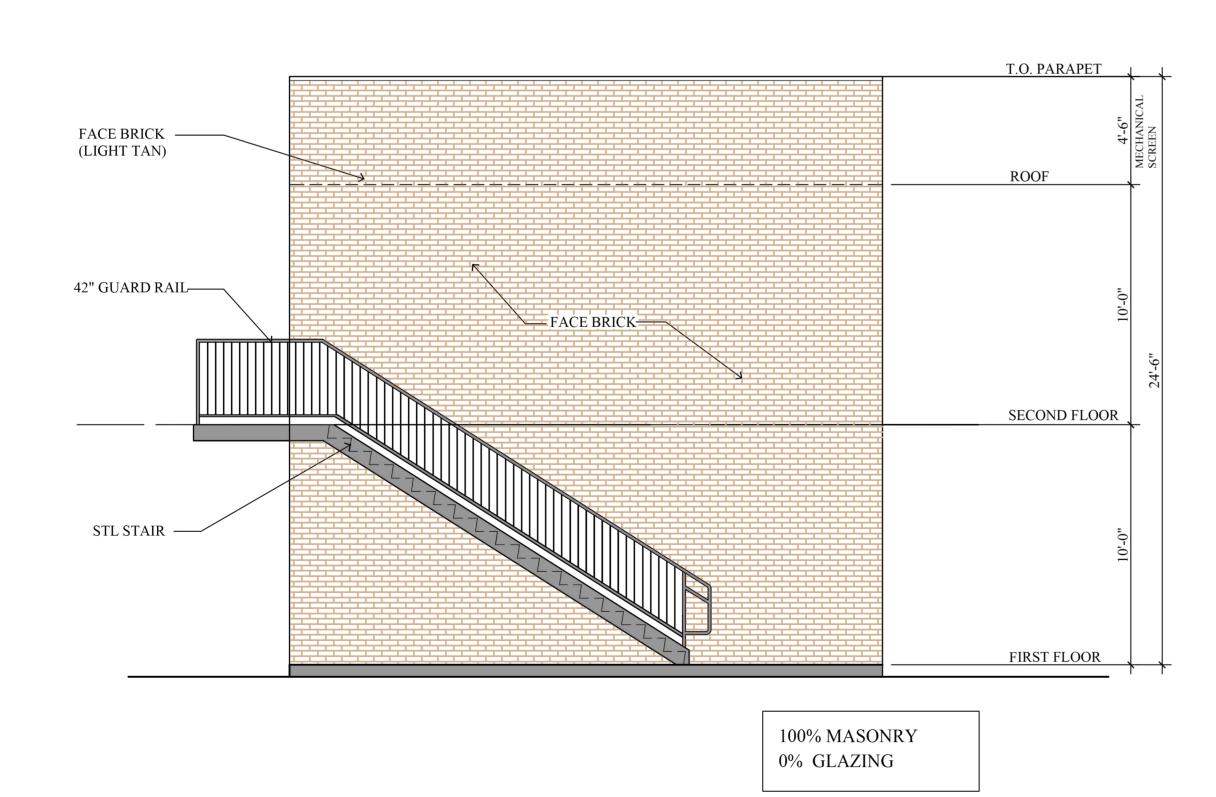
MAY 04, 2022

PROJECT #: 2022-006

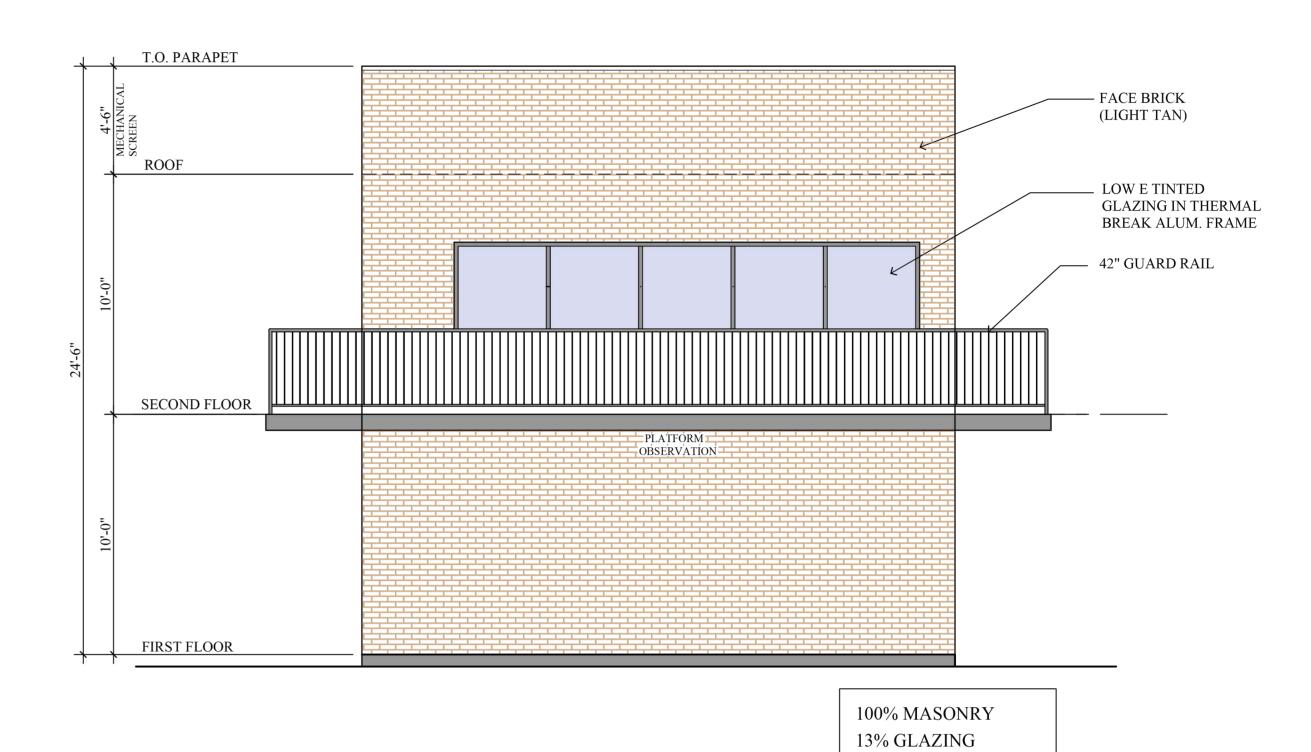
T.O. PARAPET FACE BRICK -(LIGHT TAN) **ROOF** DOWN SPOUT —— 42" GUARD RAIL OBSERVATION PLATFORM OBSERVATION PLATFORM SECOND FLOOR STL STAIR — FIRST FLOOR

 $04\frac{\text{SOUTH ELEVATION}}{\frac{1}{4}$ " = 1'-0"

100% MASONRY 0% GLAZING

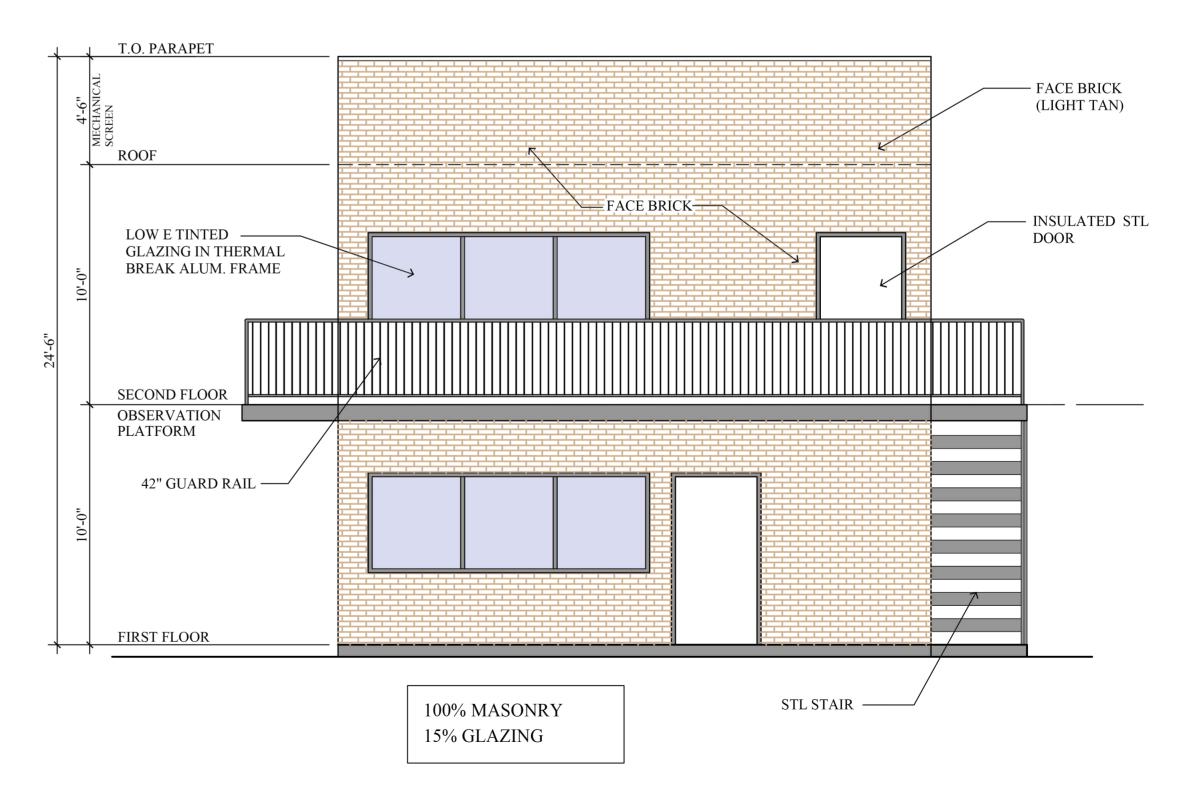


 $02 \underset{\tiny{1/4"=1'\text{-}0"}}{\underline{WEST\ ELEVATION}}$ 



 $03 \underset{\tiny{1/4"=1'-0"}}{\underline{EAST\ ELEVATION}}$ 

THIS IS A TWO STORY BUILDING. A 4'-6" PARAPET IS PROVIDED TO CONCEAL THE ROOF TOP MOUNTED CONDENSING UNITS. REF. A-2/03 FOR CONDENSING UNIT LOCATIONS.



 $01\frac{\text{NORTH ELEVATION}}{\frac{1}{4} - \frac{1}{2} - 0}$ 

APPLICANT/OWNER				
Applicant or Authorized Agent	Owner			
Name: Brooks Baca	Name: Jason Burghart			
Company: MAS Consulting	Company: Liquid Stone Concrete			
Address: 101 Summit Avenue, Suite 1030 Fort	Address: 221 Centre, Burleson, Texas 76028			
Worth, Texas 76102				
Telephone: 817-708-2422	Telephone: 817-903-5353			
Email: bbaca@mas-civil/com	Email: jason@lsctx.com			
Signature: Macco	Signature:			

SITE INFORMATION				
Address: 221 Centre, Burleson, Texas 76028				
Current Zoning: Industrial/Agriculture				
Proposed Zoning: Industrial				
Proposed Use: Extension of existing Concrete Batch Plant Facility				

WAIVER/VARIANCE INFO		
Applicable Section of City Ordinance/Code	Waiver/Variance requested	
Article V. IH-35 DESIGN STANDARDS, Sec. 5-50. Building	The primary use of the site and the zoning for the site is	
design. (a)	industrial. This property was obtained for the continued	
	growth of Liquid Stone and is a continuation of the	
	existing facility. The building/site are not intended for	
	public use.	
Article V. IH-35 DESIGN STANDARDS, Sec. 5-50. Building	This building is designed as a control area for the plant	
design. (c)	with specific views to the equipment and trucks for	
	driver check in. Windows are intended for observation	
	of strategic operations and safety requirements. Glazing	
	provided is 15%.	
Article V. IH-35 DESIGN STANDARDS, Sec. 5-50. Building	This building is designed as a control area for the plant	
design. (d)	with specific views to the equipment and trucks for	
	driver check in. Windows are intended for observation	
	of strategic operations and safety requirements. Glazing	
	provided is 13%.	
Article V. IH-35 DESIGN STANDARDS, Sec. 5-50. Building	The design standards are not intended to be for a safe	
design. (g)	and secure industrial facility. The building/site are not	
	intended for public use, therefore no display windows,	
	arcades, canopies, arches, water features, etc. are being	
	installed.	

Article V. IH-35 DESIGN STANDARDS, Sec. 5-51.  Landscaping. (h) Public open space.	Due to detention requirements, equipment circulation and safety the public open space of 25% will not be satisified. Open space provided is 15%.
Article V. IH-35 DESIGN STANDARDS, Sec. 5-53. Fencing and screening.	Requesting a waiver for an 8' masonry wall along the south and east sides of the property and a 12' masonry wall along the rear. The ability to screen entirely cannot be achieved due to height of equipment. 12' is TCEQ requirement for facility.

### Hilltop Concrete

#### CHISELSTONE PRECAST CONCRETE FENCE

The timeless appearance of old-world stone combined with the inherent strength of concrete.



#### A CONCRETE FENCE FOR YOUR NEXT SCREENING WALL PROJECT

Our unique ChiselStone concrete fence is one of our most popular designs offering a look and feel of chiseled slate masonry, combined with the inherent beauty of rock. Concrete is one of the most common products utilized on every construction site so it is no wonder that our ChiselStone precast concrete fence system fits right in! ChiselStone has all the benefits precast concrete has to offer, including resistance to weather and climate and long-lasting sustainability. With the ChiselStone system, Hilltop Concrete is able to provide a turnkey product that is easy to install without having to wait for concrete to cure onsite. This benefit means that we are able to minimize wait time and costs associated with your project.





#### A PROVEN PRECAST SCREEN WALL

As with all our precast fencing systems, ChiselStone mimics the appearance you would expect from a much more expensive system. The ChiselStone concrete fence system is used in a lot of cases where our customers are trying to achieve a specific architectural detail to complete their project. In fact, the ChiselStone precast concrete fence system is an attractive addition to any property and has been used for a multitude of applications from personal residential fences, to DoD security walls, to DoT sound barriers.





#### **AUTHENTIC STONE AESTHETICS**

The ChiselStone system is also fully customizable. All components of the ChiselStone system are textured on both sides to ensure you have a complete system front and back! This system is commonly configured as a 6' high, 7' high or 8' high system to provide your property with adequate security. Since our ChiselStone concrete fence system is intended to be painted or stained, you gain the ability to make your fence blend in or stand out from surrounding features. Our team at Hilltop Concrete will help you select the perfect color for your project and we love watching the final product transform before our eyes during the application of color. You can select from our proven customer favorites or we can match a color already integrated on your property or project.





#### **City Council Regular Meeting**

**DEPARTMENT: Development Services** 

**FROM**: Tony McIlwain, Director of Development Services

MEETING: October 2, 2023

**SUBJECT:** 

255 Centre Dr (Case 22-167): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agricultural to "I", Industrial for a 0.35 acre portion of 255 Centre Dr. (Staff Presenter: Tony McIlwain, Development Services Director)(The Planning and Zoning Commission recommended approval by a vote of 8-0)(First and Final Reading)

#### **SUMMARY:**

On December 13, 2022, an application was submitted by Angel Sanchez (applicant) with MAS Consulting Engineers on behalf of Jason Burghart (owner), to rezone a 0.35 acre portion of 255 Centre Dr from "A", Agricultural to "I", Industrial. The majority of the undeveloped 4.411 acre subject site is currently zoned I, Industrial with a 0.35 acre portion being zoned A, Agricultural. In order to bring the entire site into zoning conformity, the applicant has requested to rezone the 0.35 portion to be consistent with the rest of the site and the surrounding area. The applicant has also submitted an associative Commercial Site Plan (22-165), proposing to expand Liquid Stone Concretes operation to the subject site. Liquid Stone Concrete currently operates at 221 Centre Dr, located immediately to the west of the subject property and is zoned I, Industrial. The proposed I, Industrial zoning district allows for permanent concrete batching plants by right. A draft ordinance for this zoning change request is included in this packet.

#### Planning Analysis

The City's Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as **Regional Office/Commercial**. This land use category is intended for uses with regional emphasis due to the area's high visibility. Uses such as large retail centers, hotels, restaurants, and corporate or professional offices are encouraged in this category. Medium to high density residential may be allowed as part of a mixed-use development. Additionally, uses in these areas should be less susceptible to noise and visual pollution because of the proximity to major thoroughfares. Due to the visibility from the roadways, architectural design and screening are important.

The proposed zoning of I, Industrial and the subsequent use of a concrete batching plant does not comply with the Comprehensive Plan designation of Regional Office/Commercial. However, the majority of the subject site is already zoned I, Industrial with the exception of 0.35 acres. If approved, this request would bring the entire site into zoning consistency. Additionally, an existing concrete batching plant is currently operating immediately to the west of the subject site. The owner is proposing to expand the business and bring the new sites zoning into conformity.

	Zoning	Use
Subject Site	I, Industrial & A, Agricultural	Undeveloped
North	C, Commercial	Developed, Commercial
East	Outside of Jurisdiction (Fort Worth)	Developed, Spinks Airport
South	I, Industrial	Developed, Industrial
West	I, Industrial	Developed, Industrial



#### **OPTIONS:**

- 1) Approve the zoning change request; or
- 2) Approve the zoning request with modifications; or
- 3) Deny the zoning change request.

#### **RECOMMENDATION:**

Staff recommends approval of the zoning change request from "A", Agricultural to "I", Industrial for a portion of 255 Centre Dr. as proposed by the applicant.

#### **PUBLIC NOTIFICATION:**

Notice was mailed to surrounding property owners within 300 feet of the acreage proposed for this zone change and published in the newspaper in accordance with City ordinances and State law. In addition, a sign was placed on the subject property.

At this time staff has not received any formal opposition regarding this case.

#### **FISCAL IMPACT:**

None

#### **STAFF CONTACT:**

Tony McIlwain
Director of Development Services
<a href="mailto:tmcilwain@burlesontx.com">tmcilwain@burlesontx.com</a>
817-426-9684

### **Location:**

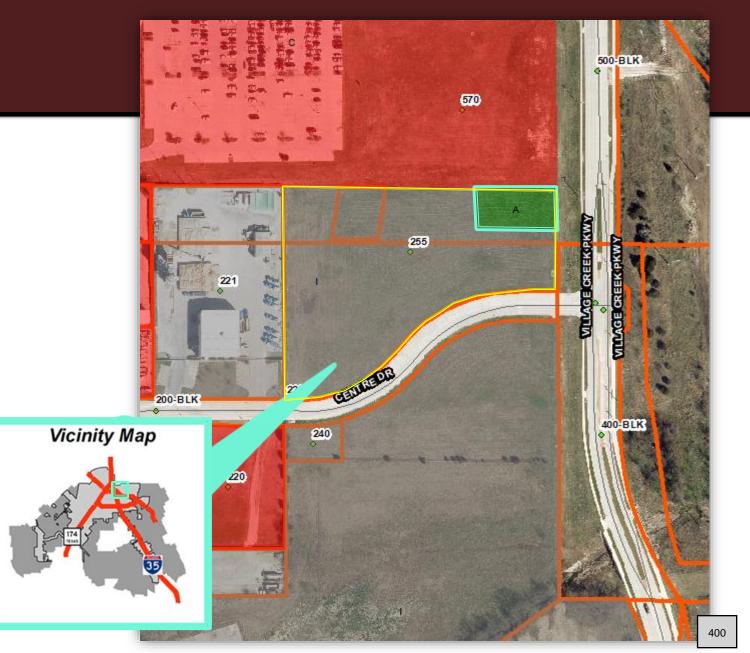
- 0.35 acres
- 255 Centre Dr

## **Applicant/Owner:**

Angel Sanchez – Applicant Jason Burghart – Owner

## **Item for approval:**

Zoning Change (Case 22-167)



## **Zoning Information**

- > The applicant is proposing to rezone a 0.35 acre portion of 255 Centre Dr. from (A) to (I)
- ➤ The majority of the undeveloped 4.411 acre site is already zoned I, Industrial
  - If approved, this request would bring zoning consistency to the entire site.
- ➤ The applicant has also submitted a Commercial Site Plan (22-165) proposing to expand Liquid Stone Concretes operation to the subject site.
  - ➤ LSC currently operates at 221 Centre Dr, located immediately to the west of the subject property
  - The proposed (I) Zoning District allows for concrete batching plants by right



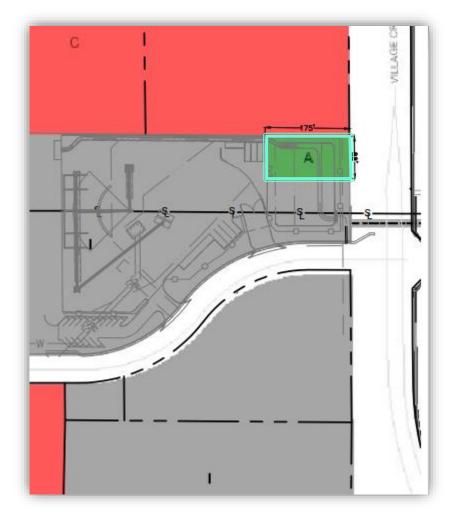
## **Comprehensive Plan**

Regional Office/Commercial

## **Current Zoning**

Agricultural

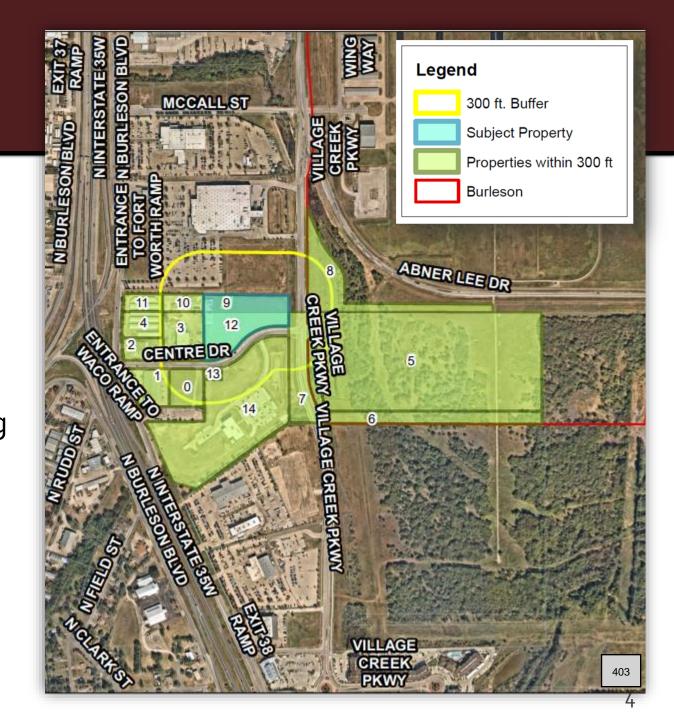




### **Public Hearing Notice**

- Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper.
- Sign posted on the property.

Staff has not received any inquiries regarding this request.



## P&Z Summary

### <u>Vote</u>

Recommended approval by a vote of 8-o

### **Discussion**

None

## **Speakers**

None

## **Staff's Recommendation**

Staff recommends approval of the zoning change request from "A", Agricultural to "I", Industrial for 0.35 acres of 255 Centre Dr.

- > Items to be considered:
  - The proposed zoning of Industrial and the subsequent use of a concrete batching plant does not comply with the vision of the Comprehensive Plan. However, the majority of the subject site is already zoned (I).
  - If approved, this request would bring zoning consistency to the entire site.
  - Existing concrete batching plant is currently operating immediately to the west of the subject site. The owner is proposing to expand the existing business to the adjacent site in question.



#### **ORDINANCE**

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE AND MAP OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 0.3535 ACRES OF LAND OUT OF THE S. GRAY SURVEY, ABSTRACT NO. 558, SITUATED IN THE CITY OF BURLESON, TARRANT COUNTY, TEXAS BEING A PORTION OF A CALLED 4.408 ACRE TRACT OF LAND CONVEYED TO PAUL AND DARLENE KARMY BY DEED OF RECORD IN DOCUMENT NUMBER D217286443 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY TEXAS, FROM AGRICULTURAL (A) DISTRIC TO INDUSTRIAL (I), MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the "Zoning Ordinance and Map"); and

WHEREAS, an application for a **zoning change** was filed by **Angel Sanchez** (Applicant) on behalf of **Jason Burghart** (Owner) on December 13, 2022, under Case Number 22-167, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to allow for the changing in zoning of said property from **Agricultural** (A) district to Industrial (I); and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed Zone Change had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted  $\underline{8}$  to  $\underline{0}$  to recommend to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of **Agricultural** (**A**) **district to Industrial** (**I**); and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Agriculture (A)**; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

#### Section 1

The Zoning Ordinance and Map is hereby amended insofar as it relates to certain land described as <u>0.3535 acres of land out of the S. Gray Survey</u>, <u>Abstract No. 558</u>, <u>situated in the City of Burleson</u>, <u>Tarrant County</u>, <u>Texas</u> as shown on the attached Exhibit A incorporated herein by reference, by allowing for the change in zoning from <u>Agricultural</u> (A) to <u>Industrial</u> (I).

#### Section 2.

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 3.

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 4.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

#### Section 5.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable., and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid 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 6.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

#### Section 7.

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 two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

#### Section 8.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED:			
First and Final Reading:	the	day of	20

	Chris Fletcher, Mayor City of Burleson, Texas
ATTEST:	APPROVED AS TO FORM:
Amanda Campos, City Secretary	E. Allen Taylor, Jr., City Attorney

### **EXHIBIT A Metes and Bounds**

#### LEGAL DESCRIPTION

Being a 0.3535 acre tract of land out of the S. Gray Survey, Abstract No. 558, situated in the City of Burleson, Tarrant County, Texas, being a portion of a called 4.408 acre tract of land conveyed to Paul and Darlene Karmy by deed of record in Document Number D217286443 of the Official Public Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 3/4 inch iron rod found in the West right-of-way line of Village Creek Parkway, being the Southeast corner of Lot 3, Block 1 of Burleson Sam's Addition, a subdivision of record in Document Number D213279029 of the Plat Records of Tarrant County, Texas, and being the Northeast corner of said 4.408 acre tract;

**THENCE**, S00°27'44"E, along the West right-of-way line of Village Creek Parkway and the common East line of said 4.408 acre tract, a distance of 88.00 feet to a point from which a 1/2 inch iron rod with plastic cap stamped "PREMIER SURVEYING" found at the Southeast corner of said 4.408 acre tract bears S00°27'44"E, a distance of 129.92 feet;

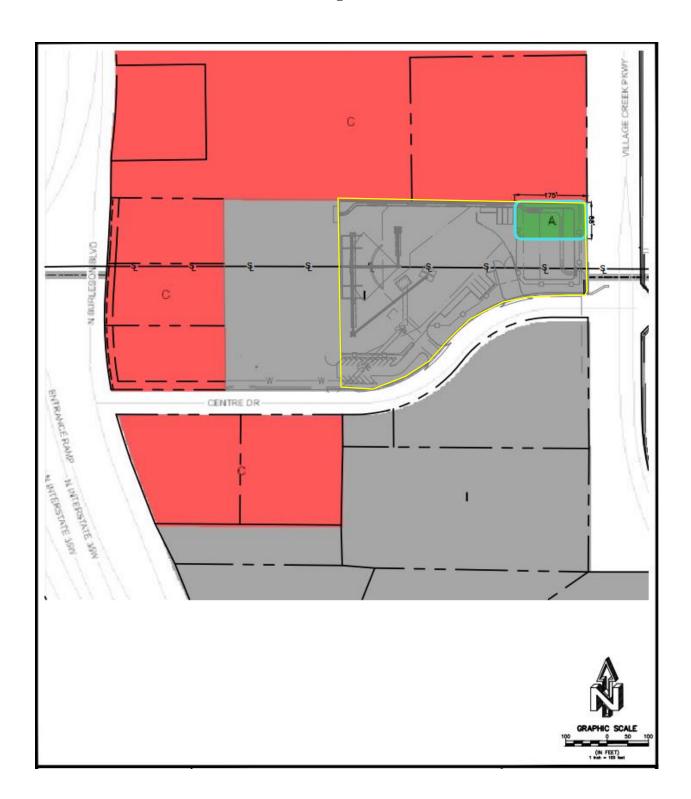
**THENCE**, leaving the West right-of-way line of Village Creek Parkway, over and across said 4.408 acre tract, the following two (2) courses and distances:

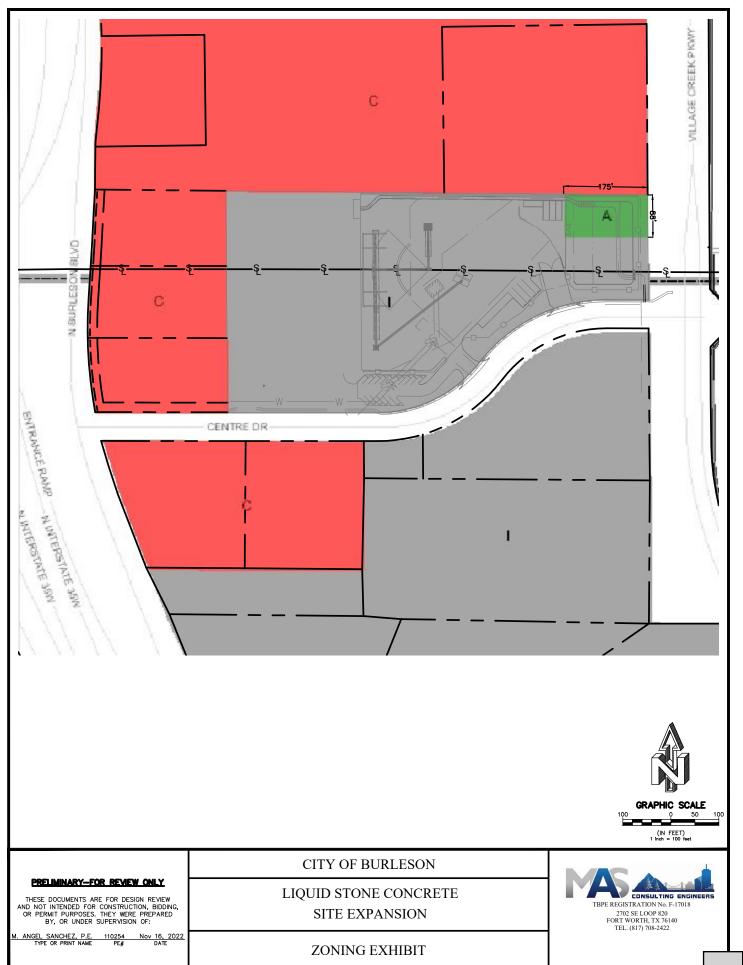
- N89°26'37"W, a distance of 175.00 feet;
- N00°27'44"W, a distance of 88.00 feet to a point in the South line of said Lot 3 and the common North line of said 4.408 acre tract from which a 1/2 inch iron rod found at the Northwest corner of said 4.408 acre tract bears N89°26'37"W, a distance of 421.07 feet;

**THENCE**, S89°26'37"E, along the South line of said Lot 3 and the common North line of said 4.408 acre tract, a distance of 175.00 feet to the **POINT OF BEGINNING**, and containing an area of 0.3535 of an acre (15,398 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

EXHIBIT B
Zoning Exhibit





#### **LEGAL DESCRIPTION**

Being a 0.3535 acre tract of land out of the S. Gray Survey, Abstract No. 558, situated in the City of Burleson, Tarrant County, Texas, being a portion of a called 4.408 acre tract of land conveyed to Paul and Darlene Karmy by deed of record in Document Number D217286443 of the Official Public Records of Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 3/4 inch iron rod found in the West right-of-way line of Village Creek Parkway, being the Southeast corner of Lot 3, Block 1 of Burleson Sam's Addition, a subdivision of record in Document Number D213279029 of the Plat Records of Tarrant County, Texas, and being the Northeast corner of said 4.408 acre tract;

**THENCE**, S00°27'44"E, along the West right-of-way line of Village Creek Parkway and the common East line of said 4.408 acre tract, a distance of 88.00 feet to a point from which a 1/2 inch iron rod with plastic cap stamped "PREMIER SURVEYING" found at the Southeast corner of said 4.408 acre tract bears S00°27'44"E, a distance of 129.92 feet;

**THENCE**, leaving the West right-of-way line of Village Creek Parkway, over and across said 4.408 acre tract, the following two (2) courses and distances:

- 1. N89°26'37"W, a distance of 175.00 feet;
- 2. N00°27'44"W, a distance of 88.00 feet to a point in the South line of said Lot 3 and the common North line of said 4.408 acre tract from which a 1/2 inch iron rod found at the Northwest corner of said 4.408 acre tract bears N89°26'37"W, a distance of 421.07 feet;

**THENCE**, S89°26'37"E, along the South line of said Lot 3 and the common North line of said 4.408 acre tract, a distance of 175.00 feet to the **POINT OF BEGINNING**, and containing an area of 0.3535 of an acre (15,398 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).



#### **City Council Regular Meeting**

**DEPARTMENT:** Finance Department

FROM: John Butkus, Finance Director

MEETING: October 2, 2023

#### **SUBJECT:**

Consider approval of a minute order requesting that the City Council pass a reimbursement resolution in an amount not to exceed \$1,800,000 for various public works projects as reflected in the Public Works five year capital plan. (Staff Presenter: John Butkus, Finance Director)

#### **SUMMARY:**

Council approved the five-year capital project plan on September 11, 2023. The intent of the reimbursement resolution will give the City the ability to begin incurring personnel costs for engineering, development and planning on projects with the intent of reimbursing the costs with proceeds from bond debt (general obligation, certificates of obligation, water and waste water and City projects within 4A) to be issued at a future date.

#### **OPTIONS:**

Approve or Deny as presented.

#### **RECOMMENDATION:**

Staff recommends approval of the minute order.

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

Council approved the five-year capital plan on September 11, 2023.

#### FISCAL IMPACT:

N/A

#### **STAFF CONTACT:**

John Butkus Finance Director <u>jbutkus@burlesontx.com</u> 817-426-9627



## Reimbursement Resolution

PRESENTED TO THE CITY COUNCIL ON OCTOBER 2, 2023

## Reimbursement Resolution

Provides project funding prior to issuing the bonds

•City anticipates issuing bonds June 2024

•The resolution is not an authorization to issue bonds

## Use of the Resolution

•Council approved the FY2024 Budget and 5 year capital plan on September 11, 2023

•Capital projects include internal personnel costs for Engineering, Development and Planning (ED&P) that are incurred prior to the bond issuance

•The reimbursement resolution amount for the ED&P expenses total \$1,800,000 and will be used for projects including streets, water, sewer, construction and improvements (general fund, certificates of obligation, water and sewer, City projects within 4A)

# Options

- Approve the resolution
- Deny the resolution

# QUESTIONS/COMMENTS

#### RESOLUTION

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$1,800,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

**WHEREAS,** the City of Burleson, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas:

**WHEREAS,** the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

**Section 1.** The City reasonably expects it will incur debt, as one or more series of obligations, for the purpose of financing the Project, with the reimbursements to the City for the payment of costs of the Project in an aggregate an amount not to exceed \$1,800,000.

<u>Section 2</u>. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

<u>Section 3</u>. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

#### PASSED AND APPROVED THIS 2nd DAY OF OCTOBER 2023.

	Mayor City of Burleson, Texas	
ATTEST:		
City Secretary	(Seal)	
APPROVED AS TO FORM & LEGALITY:		
City Attorney		

#### Exhibit "A"

The projects to be financed that are the subject of this Statement are:

Designing, equipping, improving, and constructing water and sewer system improvements and the acquisition of land and rights-of-way throughout the City;

Designing, equipping, improving, and constructing public safety facilities in the City; and

Designing, equipping, improving, and constructing streets, drainage, and public mobility infrastructure improvements, including traffic lighting and signalization, median improvements, and the acquisition of land and rights-of-way throughout the City.

The above listed projects include architectural, engineering, surveying, soil testing, and other preconstruction planning and design for the respective projects.



#### **City Council Regular Meeting**

**DEPARTMENT:** Public Works

FROM: Errick Thompson, P.E., Deputy Director of Public Works

MEETING: October 2, 2023

#### SUBJECT:

Consider an ordinance altering the Prima Facie Speed Limit along Greenridge Drive between Hulen Street and FM 731 and Commons Drive from Greenridge Drive and SW Wilshire Blvd. from 30 miles per hour to 35 miles per hour; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date (First and Final Reading) (Staff Contact: Errick Thompson, Deputy Public Works Director)

#### **SUMMARY:**

Greenridge Drive and Commons Drive were initially constructed as part of the Arabella Development in 2017. Greenridge Drive is a major collector connecting John Jones Blvd to Hulen Street. Commons Drive is a minor collector connecting Greenridge Drive and SW Wilshire Blvd.

Ultimately, Greenridge Drive will serve as a backage road to Wilshire Blvd connecting John Jones Blvd. to Lakewood Drive, providing an alternative route for vehicular traffic.

Typically, newly constructed roadways retain a Prima Facie speed limit of 30 miles per hour until a traffic study has been performed. Recently, the City received an inquiry regarding the speed of Greenridge Drive and Commons Drive. Typically, a traffic study is performed to determine the 85th percentile speed once a roadway has been opened to traffic.

The 85th percentile speed is "the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point." Another way to consider this is the average speed at which only 15% of traffic violates. Traffic engineers use the 85th percentile speed as a standard to set the speed limit at a safe speed, minimizing crashes and promoting uniform traffic flow along a corridor.

Staff determined a traffic study had not been performed to date and obtained a traffic engineer to perform a speed study for both Greenridge Drive and Commons Drive.

Data collection sites were set at points east, west, and north of the roundabout. Based upon the results of this study, the 85th percentile speed ranged between 33 and 37 miles per hour. In most

instances, a speed limit based on the 85th percentile speed best reflects the expectations of the largest proportion of drivers, is found by most to be a safe and comfortable limit, facilitates speed enforcement, and offers the greatest chance of achieving some uniformity in speeds on a given road. Based on the collected data and Greenridge and Commons Drive roadway geometry, Kimley-Horn & Associates recommended considering a posted speed limit of 35 mph; staff concurs with this recommendation.

#### **OPTIONS:**

- 1) Approve an ordinance altering the Prima Facie Speed Limit along Greenridge Drive between Hulen Street and FM 731 and Commons Drive from Greenridge Drive and SW Wilshire Blvd. from 30 miles per hour to 35 miles per hour; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading)
- 2) Deny an ordinance altering the Prima Facie Speed Limit along Greenridge Drive between Hulen Street and FM 731 and Commons Drive from Greenridge Drive and SW Wilshire Blvd. from 30 miles per hour to 35 miles per hour; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading)

#### **RECOMMENDATION:**

Approve an ordinance altering the Prima Facie Speed Limit along Greenridge Drive between Hulen Street and FM 731 and Commons Drive from Greenridge Drive and SW Wilshire Blvd. from 30 miles per hour to 35 miles per hour; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading)

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

None

#### FISCAL IMPACT:

None

#### **STAFF CONTACT:**

Errick Thompson, P.E.
Deputy Public Works Director
<a href="mailto:ethompson@burlesontx.com">ethompson@burlesontx.com</a>
817-426-9610

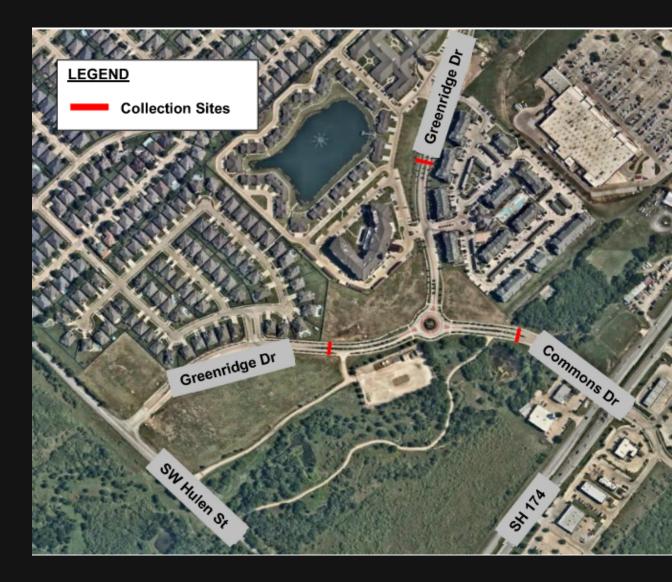
# REVISED SPEED ZONE ORDINANCE

Greenridge and Commons Drive



### **BACKGROUND**

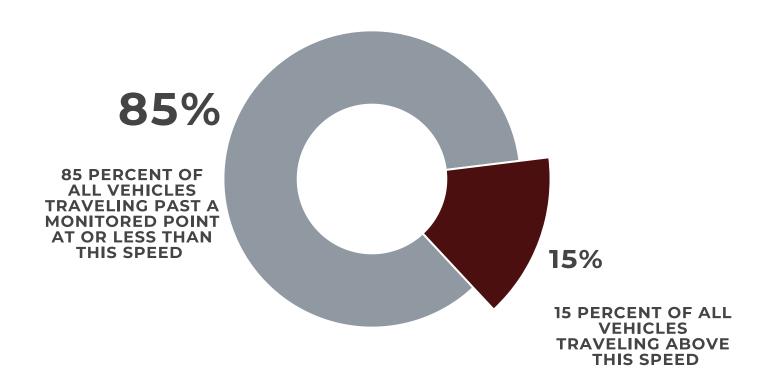
- GREENRIDGE DRIVE AND COMMONS DRIVE CONSTRUCTED WITH THE ARABELLA DEVELOPMENT 2017 - 2022
- BOTH WERE CONSTRUCTED TO APPLICABLE DESIGN STANDARDS FOR THEIR FUNCTIONAL CLASSIFICATIONS (GREENRIDGE - MAJOR COLLECTOR, COMMONS - MINOR COLLECTOR) AND WERE INITIALLY ASSIGNED 30 MPH SPEED LIMITS
- PERMANENT SPEED LIMITS ARE DETERMINED AFTER THE ROADWAYS ARE IN OPERATION FOR A PERIOD OF TIME TO ALLOW FOR ENGINEERING OBSERVATION AND ANALYSIS OF OPERATION
- AS A RESULT OF THE DEVELOPMENT, A SPEED STUDY WAS COMPLETED BY KIMLEY-HORN & ASSOCIATES USING LONG-STANDING, INDUSTRY ACCEPTED TRAFFIC ENGINEERING ANALYSIS AND PROCEDURES SUMMER 2023





# SPEED STUDIES - INDUSTRY STANDARD

In general, the 85th percentile speed is typically recommended as the speed limit to be posted barring site-specific issues that warrant consideration of a different speed limit.





### **RESULTS**

85TH PERCENTILE SPEEDS WERE COLLECTED ON EACH OF THE COMMONS / GREENRIDGE LEGS THAT RANGED FROM 33 TO 37

PROFESSIONAL TRAFFIC ENGINEERS RECOMMEND A 35 MPH SPEED LIMIT



**PROPOSED** 

### **OPTIONS**

RECOMMENDED



APPROVE AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMIT TO 35 MPH ALONG GREENRIDGE AND COMMONS DRIVE AS PRESENTED



DENY AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMIT TO 35 MPH ALONG GREENRIDGE AND COMMONS DRIVE AS PRESENTED



#### **ORDINANCE**

AN ORDINANCE ALTERING THE PRIMA FACIE SPEED LIMIT ALONG A CERTAIN PORTION OF GREENRIDGE DRIVE BETWEEN SW HULEN STREET AND NW JOHN JONES DRIVE FROM 30 MILES PER HOUR TO 35 MILES PER HOUR; ALTERING THE PRIMA FACIE SPEED LIMIT ALONG A CERTAIN PORTION OF COMMONS DRIVE BETWEEN GREENRIDGE DRIVE AND SW WILSHIRE BLVD DRIVE FROM 30 MILES PER HOUR TO 35 MILES PER HOUR; DIRECTING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

**WHEREAS,** Section 545.356 of the Transportation Code authorizes cities to alter prima facie speed limits and establishes procedures for a city to set up speed zones and post speed limit signs; and

**WHEREAS,** upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Section 545.356 of the Transportation Code, the City Council hereby finds and determines that the increased speed limit set forth herein is reasonable and safe, in the best interest of the public, and is adopted in furtherance of the public health, safety, morals, and general welfare; and

**WHEREAS,** the City Council may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the Code of Ordinances of the City of Burleson; and

**WHEREAS**, the City Council finds that this ordinance may be considered and approved in only one meeting because it is an ordinance setting or changing the applicable speed limit.

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

#### Section 1.

The certain portion of Greenridge Drive beginning two hundred feet (200') northeast of the intersection of SW Hulen Street and Greenridge Drive to the terminus two hundred and fifty feet (250') southwest of the intersection of NW John Jones Drive (FM 731) and Greenridge Drive in the City of Burleson, Texas, is hereby designated a 35 MPH (miles per hour) speed

zone. Additionally, the certain portion of Commons Drive beginning at the intersection of Greenridge Drive and Commons Drive to the terminus two hundred feet (200') northwest of the intersection of SW Wilshire Boulevard (SH 174) and Commons Drive in the City of Burleson, Texas, is hereby designated a 35 MPH (miles per hour) speed zone. It shall be unlawful for any person to drive or operate any vehicle at a rate in excess of thirty-five (35) miles per hour in the locations described above.

#### Section 2.

The City Manager or designee is hereby directed to erect or cause to be erected appropriate signage giving notice of the speed limits established herein and the provisions of this ordinance shall not be effective until such signs or markings are erected.

#### Section 3.

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

#### Section 4.

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

#### Section 5.

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

#### Section 6.

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

#### Section 7.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

#### Section 8.

Page 2 of 3

A violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be a fine not exceeding \$200.00.

# Section 9.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVE	ZD:	
First and Final Reading:	the day of	
	Chris Fletcher, Mayor City of Burleson, Texas	
ATTEST:	APPROVED AS TO FORM:	
Amanda Campos, City Secretary	E. Allen Taylor, Jr., City Attor	ney

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### Memorandum

To: Michelle McCullough, P.E., CFM

**Assistant Director** 

**Public Works Department** 

City of Burleson

From: Jeff Whitacre, P.E., AICP, PTP

Kimley-Horn and Associates, Inc.

Date: September 5, 2023

Re: Greenridge Drive and Commons Drive Speed Study

Burleson, Texas



09-05-2023

### **PURPOSE**

Kimley-Horn was retained by the City of Burleson, Texas to perform a speed study along each leg of the Greenridge Drive and Commons Drive roundabout. The purpose of this memo is to propose a speed limit for vehicular traffic based on existing vehicle speeds, roadway geometry, and land use context.

#### **EXISTING CONDITIONS**

Greenridge Drive and Commons Drive are classified as Major Collectors in the Master Thoroughfare Plan. While Greenridge Drive and Commons Drive do not have a posted speed in existing conditions, the current Design Manual calls for Major Collectors to be designed and constructed based on a 45-mph design speed. Both roadways are two-lane divided facilities as they enter the three-leg, single-lane roundabout.

Greenridge Drive and Commons Drive connect John Jones Drive (FM 731) to the north, Wilshire Boulevard (SH 174) to the east, and Hulen Street to the south. The study area is mainly comprised of residential land uses, both single and multi-family developments. **Figure 1** shows the study area and speed collection sites.

#### SPEED ANALYSIS

#### **Data Collection**

To evaluate the current speeds along Greenridge Drive and Commons Drive, bi-directional speed and volume data was collected at the following locations for a period of 24-hours on Thursday, August 16<sup>th</sup>, 2023:

- Greenridge Drive, north of Greenridge Drive & Commons Drive Roundabout
- Greenridge Drive, west of Greenridge Drive & Commons Drive Roundabout
- Commons Drive, east of Greenridge Drive & Commons Drive Roundabout



Figure 1. Greenridge Drive and Commons Drive

# Results

Based upon the results of the data collection (see attached), **Table 1** summarizes the 85<sup>th</sup> percentile speed and data collection with the study area.

Table 1: 85<sup>th</sup> Percentile Speeds

Roadway Section	85 <sup>th</sup> Perce	ntile Speed	Vehicles Included in	24-Hour Volume
readinay coolion	EB/NB	WB/SB	Speed Study	24 Flour Volumo
Commons Dr – East Leg	33 mph	34 mph	359	2,249
Greenridge Dr – West Leg	35 mph	18 mph	532	3,509
Greenridge Dr – North Leg	37 mph	38 mph	556	3,270



### **CONCLUSIONS AND RECOMMENDATIONS**

In most instances, a speed limit based on the 85th percentile speed best reflects the expectations of the largest proportion of drivers; is found by most to be a safe and comfortable limit; facilitates speed enforcement; and offers the greatest chance of achieving some uniformity in speeds on a given road.

As previously stated, Major Collectors utilize a 45-mph design speed per the current Design Standards. However, Greenridge Drive was designed to match the context and land use in the area in an attempt to discourage such speeds. This is reflected by the data collection.

Based on the collected data along Greenridge Drive and Commons Drive and the context and adjacent land uses, it is recommended to implement a 35-mph posted speed limit along each leg of the roundabout.

If you have any questions, please contact me at <a href="mailto:jeff.whitacre@kimley-horn.com">jeff.whitacre@kimley-horn.com</a> or by phone at 817-339-2254.

1120 W Lovers Lane Arlington, TX 76013

#### COMMONS DR E OF ROUNDABOUT W 4 SEC FILTER

EB																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
08/16/23	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	0	0	6	14	12	2	0	0	0	0	0	0	0	0	34	33	35
11:00	0	1	6	18	17	5	0	0	0	0	0	0	0	0	47	34	37
12 PM	0	0	5	15	18	2	0	0	0	0	0	0	0	0	40	33	35
13:00	0	0	6	25	19	4	0	0	0	0	0	0	0	0	54	33	36
Total	0	1	23	72	66	13	0	0	0	0	0	0	0	0	175		
Percent	0.0%	0.6%	13.1%	41.1%	37.7%	7.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		11:00	10:00	11:00	11:00	11:00									11:00		
Vol.		1	6	18	17	5									47		
PM Peak			13:00	13:00	13:00	13:00									13:00		
Vol.			6	25	19	4									54		
Total	0	1	23	72	66	13	0	0	0	0	0	0	0	0	175		
Percent	0.0%	0.6%	13.1%	41.1%	37.7%	7.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile: 25 MPH 50th Percentile: 29 MPH 85th Percentile: 33 MPH 95th Percentile: 36 MPH

Stats 10 MPH Pace Speed: 26-35 MPH Number in Pace: 138

 Number in Pace :
 138

 Percent in Pace :
 78.9%

 Number of Vehicles > 55 MPH :
 0

 Percent of Vehicles > 55 MPH :
 0.0%

 Mean Speed(Average) :
 30 MPH

1120 W Lovers Lane Arlington, TX 76013

#### COMMONS DR E OF ROUNDABOUT W 4 SEC FILTER

WB																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
08/16/23	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	0	0	2	13	16	2	1	0	0	0	0	0	0	0	34	34	38
11:00	0	0	4	20	8	5	0	0	0	0	0	0	0	0	37	34	38
12 PM	0	0	3	17	30	9	0	0	0	0	0	0	0	0	59	35	38
13:00	0	0	2	19	26	6	1	0	0	0	0	0	0	0	54	34	38
Total	0	0	11	69	80	22	2	0	0	0	0	0	0	0	184		
Percent	0.0%	0.0%	6.0%	37.5%	43.5%	12.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak			11:00	11:00	10:00	11:00	10:00								11:00		
Vol.			4	20	16	5	1								37		
PM Peak			12:00	13:00	12:00	12:00	13:00								12:00		
Vol.			3	19	30	9	1								59		
Total	0	0	11	69	80	22	2	0	0	0	0	0	0	0	184		
Percent	0.0%	0.0%	6.0%	37.5%	43.5%	12 0%	1 1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

26 MPH 15th Percentile: 50th Percentile: 30 MPH 85th Percentile: 34 MPH 95th Percentile: **38 MPH** 

Stats 10 MPH Pace Speed: 26-35 MPH Number in Pace :

149 Percent in Pace : 81.0% Number of Vehicles > 55 MPH: Percent of Vehicles > 55 MPH: 0.0%

Mean Speed(Average): 31 MPH

1120 W Lovers Lane Arlington, TX 76013

#### GREENRIDGE DR N OF ROUNDABOUT W 4 SEC FILTER

NB																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
08/16/23	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	0	1	3	13	30	6	0	0	0	0	0	0	0	0	53	34	37
11:00	0	0	4	14	27	14	2	0	0	0	0	0	0	0	61	37	39
12 PM	0	0	2	29	34	15	5	1	0	0	0	0	0	0	86	37	41
13:00	0	0	3	13	25	14	3	0	0	0	0	0	0	0	58	37	40
Total	0	1	12	69	116	49	10	1	0	0	0	0	0	0	258		
Percent	0.0%	0.4%	4.7%	26.7%	45.0%	19.0%	3.9%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		10:00	11:00	11:00	10:00	11:00	11:00								11:00		
Vol.		1	4	14	30	14	2								61		
PM Peak			13:00	12:00	12:00	12:00	12:00	12:00							12:00		
Vol.			3	29	34	15	5	1							86		
Total	0	1	12	69	116	49	10	1	0	0	0	0	0	0	258		
Percent	0.0%	0.4%	4.7%	26.7%	45.0%	19.0%	3.9%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile: 26 MPH 50th Percentile: 32 MPH 85th Percentile: 37 MPH 95th Percentile: 39 MPH

Stats 10 MPH Pace Speed: 26-35 MPH Number in Pace: 185

 Number in Pace :
 185

 Percent in Pace :
 71.7%

 Number of Vehicles > 55 MPH :
 0

 Percent of Vehicles > 55 MPH :
 0.0%

 Mean Speed(Average) :
 33 MPH

1120 W Lovers Lane Arlington, TX 76013

#### GREENRIDGE DR N OF ROUNDABOUT W 4 SEC FILTER

SB																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
08/16/23	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	0	1	7	9	23	12	3	0	0	0	0	0	0	0	55	37	40
11:00	0	2	5	11	35	12	5	0	0	0	0	0	0	0	70	37	41
12 PM	1	2	7	14	35	28	5	0	0	0	0	0	0	0	92	38	40
13:00	1	0	5	19	27	23	5	1	0	0	0	0	0	0	81	38	41
Total	2	5	24	53	120	75	18	1	0	0	0	0	0	0	298		
Percent	0.7%	1.7%	8.1%	17.8%	40.3%	25.2%	6.0%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		11:00	10:00	11:00	11:00	10:00	11:00								11:00		
Vol.		2	7	11	35	12	5								70		
PM Peak	12:00	12:00	12:00	13:00	12:00	12:00	12:00	13:00							12:00		
Vol.	1	2	7	19	35	28	5	1							92		
Total	2	5	24	53	120	75	18	1	0	0	0	0	0	0	298		
Percent	0.7%	1.7%	8.1%	17.8%	40.3%	25.2%	6.0%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile: 26 MPH 50th Percentile: 32 MPH 85th Percentile: 38 MPH 95th Percentile: 41 MPH

Stats 10 MPH Pace Speed: 31-40 MPH Number in Pace: 195

 Number in Pace :
 195

 Percent in Pace :
 65.4%

 Number of Vehicles > 55 MPH :
 0

 Percent of Vehicles > 55 MPH :
 0.0%

 Mean Speed(Average) :
 33 MPH

1120 W Lovers Lane Arlington, TX 76013

#### GREENRIDGE DR W OF ROUNDABOUT W 4 SEC FILTER

EB																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
08/16/23	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	0	1	6	23	27	11	0	0	0	0	0	0	0	0	68	35	38
11:00	0	0	2	32	28	6	5	1	0	0	0	0	0	0	74	35	42
12 PM	0	0	4	28	23	10	2	0	0	0	0	0	0	0	67	35	39
13:00	0	1	6	27	26	14	1	0	0	0	0	0	0	0	75	36	39
Total	0	2	18	110	104	41	8	1	0	0	0	0	0	0	284		
Percent	0.0%	0.7%	6.3%	38.7%	36.6%	14.4%	2.8%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		10:00	10:00	11:00	11:00	10:00	11:00	11:00							11:00		
Vol.		1	6	32	28	11	5	1							74		
PM Peak		13:00	13:00	12:00	13:00	13:00	12:00								13:00		
Vol.		1	6	28	26	14	2								75		
Total	0	2	18	110	104	41	8	1	0	0	0	0	0	0	284		
Percent	0.0%	0.7%	6.3%	38.7%	36.6%	14.4%	2.8%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile: 26 MPH 50th Percentile: 30 MPH 85th Percentile: 35 MPH 95th Percentile: 39 MPH

Stats 10 MPH Pace Speed: 26-35 MPH Number in Pace: 214

Percent in Pace : 75.4%

Number of Vehicles > 55 MPH : 0

Percent of Vehicles > 55 MPH : 0.0%

Mean Speed(Average) : 31 MPH

1120 W Lovers Lane Arlington, TX 76013

### GREENRIDGE DR W OF ROUNDABOUT W 4 SEC FILTER

WB																	
Start	1	16	21	26	31	36	41	46	51	56	61	66	71	76		85th	95th
Time	15	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	Percent	Percent
08/16/23	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	34	11	1	0	0	0	0	0	0	0	0	0	0	0	46	17	19
11:00	39	15	3	0	0	0	0	0	0	0	0	0	0	0	57	18	20
12 PM	46	24	3	0	0	0	0	0	0	0	0	0	0	0	73	18	19
13:00	40	25	6	1	0	0	0	0	0	0	0	0	0	0	72	19	22
Total	159	75	13	1	0	0	0	0	0	0	0	0	0	0	248		
Percent	64.1%	30.2%	5.2%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	11:00	11:00	11:00												11:00		
Vol.	39	15	3												57		
PM Peak	12:00	13:00	13:00	13:00											12:00		
Vol.	46	25	6	1											73		
Total	159	75	13	1	0	0	0	0	0	0	0	0	0	0	248		
Percent	64.1%	30.2%	5.2%	0.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile: 3 MPH
50th Percentile: 11 MPH
85th Percentile: 18 MPH
95th Percentile: 20 MPH

Stats 10 MPH Pace Speed: 11-20 MPH Number in Pace: 128

Percent in Pace : 51.6%

Number of Vehicles > 55 MPH : 0

Percent of Vehicles > 55 MPH : 0.0%

Mean Speed(Average) : 12 MPH

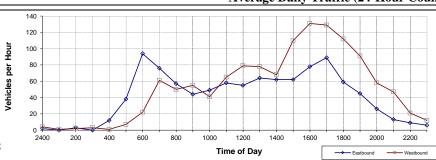
# Automatic Traffic Counts Average Daily Traffic (24-Hour Count)

Project No.: 061166098

Station No. : Counter No. :

City/State: Burleson, TX Date: August 16, 2023 Day of Week: Wednesday

Site: Commons Drive, East Leg



Time         Peak         Eastbound         Westbound         Time         Peak         Eastbound         Wes           24:00         12:00         <	tbound
24:00     12:00	
0:15 0 2 12:15 14 20	
0:30	
0:45   1   1   12:45   10   18	70
	79
1:15 0 0 13:15 19 24	
1:30 0 13:30 18 14	
1:45 0 1 13:45 12 17	70
	78
2:30	
	60
3:00     0     3     0     2     15:00     16     62     18       3:15     0     0     15:15     11     23	68
3:30 0 1 1 15:30 21 24	
3:45 0 0 15:45 18 31	
	110
4:00 0 0 2 3 10:00 12 02 32 1 4:15 1 0 16:15 22 31	110
4:15 4:30 1 0 16:15 22 51 33	
4.30   1   0   10.30   20   33   4:45   5   1   16:45   14   29	
	131
5:15 5 0 17:15 * 23 25	
	120
	129
6:15   14   4   18:15   12   30   30   22   4   18:30   17   22	
6:45   23   6   18:45   12   31	
	112
7:15 * 26 13 19:15 16 23	112
7:30 * 16 12 19:30 15 23	
7:45   *   18   17   19:45   9   17	
	91
8:15	
8:30   20   16   20:30   8   12	
8:45 11 10 20:45 5 17	50
	58
9:30   11   13   21:30   1   16   9:45   15   16   12	
	47
10:00         5         44         16         55         22:00         3         13         12           10:15         9         8         22:15         2         4	47
10:13   9   0   22:13   2   4   10:30   9   11   22:30   5   8	
10.30   9   11   22.30   3   6   10.45   17   10   22.45   1   6	
	21
11:15 18 17 23:15 2 5	<u>~1</u>
11:30   17   8   23:30   2   4	
11:45 8 18 23:45 0 3	
	12
	,248
	249
PM Peak Hour 17:00-18:00	
% of ADT 10.1%	

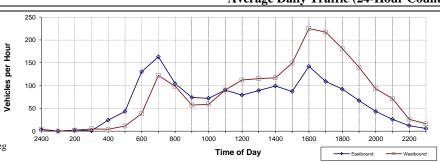
# Automatic Traffic Counts Average Daily Traffic (24-Hour Count)

Project No.: 061166098

Station No. : Counter No. :

City/State: Burleson, TX
Date: August 16, 2023
Day of Week: Wednesday

Site: Greenridge Drive, West Leg



				_				
Time	Peak	Eastbound	Westbound	Time	Peak		Eastbound	Westbound
24:00			1	12:00				
0:15		0	2	12:15		21		33
0:30		1	1	12:30		14		26
0:45		1	1	12:45		26		28
1:00		1 3	0 4	13:00		18	79	25 112
1:15		0	0	13:15		22		32
1:30		0	0	13:30		24		28
1:45		0	0	13:45		23		26
2:00		0 0	0 0	14:00		20	89	29 115
2:15		1	1	14:15		17	0)	31
2:30		0	0	14:30		30		32
2:45		1	1	14:45		31		25
							00	
3:00		0 2	0 2	15:00	-	21	99	29 117
3:15		0	0	15:15		19		33
3:30		0	2	15:30		18		39
3:45		0	1	15:45		25	0.7	34
4:00	1	1 1	2 5	16:00	-	25	87	43 149
4:15		2	1	16:15		34		44
4:30		4	2	16:30	*	38		61
4:45		12	1	16:45	*	33		54
5:00		6 24	0 4	17:00	*	37	142	66 225
5:15		3	0	17:15	*	26		53
5:30		5	5	17:30		29		51
5:45		14	2	17:45		30		57
6:00		21 43	4 11	18:00		24	109	56 217
6:15		21	10	18:15	-	23		44
6:30		28	11	18:30		28		47
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	*							
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10:00		15 74	20 57	22:00		7	26	13 71
10:15		15 /4	15	22:15		4	20	6
10:13		16	16	22:30		3		10
		27	13	22:30		3		6
10:45							12	
11:00		14 72	15 59	23:00	-	2	12	4 26
11:15		28	19	23:15		3		10
11:30		16	22	23:30		1		3
11:45		25	20	23:45		0		1
12:00		21 90	29 90	24:00		2	6	2 16
AM Peak H		7:15-8:15		Directional V	olumes		1,557	1,952
% of AD	Т	8.1%					24-Hour Volume	3,509
PM Peak H	our	16:30-17:30						
% of AD	Т	10.5%						

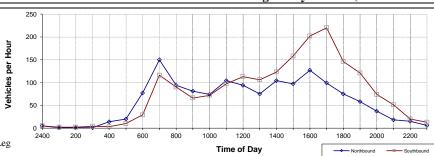
# Automatic Traffic Counts Average Daily Traffic (24-Hour Count)

Project No.: 061166098

Station No. : Counter No. :

City/State: Burleson, TX
Date: August 16, 2023
Day of Week: Wednesday

Site: Greenridge Drive, North Leg



	n :	<b></b>			-	In .			2 1: -
Time	Peak	Northbound	Southbound		Time	Peak		Northbound	Southbound
24:00					12:00				
0:15		1	1		12:15		29		30
0:30		0	2		12:30		18		31
0:45		3	1		12:45		30		29
1:00		1 5	1 5		13:00		17	94	23 113
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1:30		0	1		13:30		12		28
1:45		1	0		13:45		20		23
2:00		0 1	1 2		14:00		20	75	26 106
2:15		0	0		14:15		21		32
2:30		1	1		14:30		26		37
2:45		0	1		14:45		36	104	20
3:00		0 1	0 2		15:00		21	104	34 123 30
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3:30			1		15:30		18		44
3:45 4:00		0 1 1	1 0 4		15:45 16:00		28 29	97	42 42 158
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4:15 4:30		1 2	0		16:15 16:30	*	26 33		37 62
		10	2			*			50
4:45 5:00		1 14	0 3		16:45 17:00	*	28 40	127	53 202
5:15		1 14	2		17:00	*	23	127	59
5:30		2	3		17:30		27		52
5:45		9	2		17:45		23		59
6:00		8 20	3 10		18:00		26	99	50 220
6:15		13	6		18:15		20		38
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8:45		25	24		20:45		9		20
9:00		20 94	14 90		21:00		10	37	18 74
9:15		20	14		21:15		2		13
9:30		29	20		21:30		9		18
9:45		14	19		21:45		5		15
10:00		18 81	13 66		22:00		2	18	5 51
10:15		18	19		22:15		7		5
10:30		19	17		22:30		3		7
10:45		20	19		22:45		2		5
11:00	<b> </b>	17 74	17 72		23:00		3	15	3 20
11:15		33	23		23:15		3		6
11:30		11	24		23:30		0		3
11:45		28	17		23:45		2		2
12:00		32 104	33 97	<u> </u>	24:00	<u> </u>	1	6	2 13
AM Peak H		7:15-8:15		D	irectional Vo	lumes		1,427	1,843
% of AD		8.1%	4					24-Hour Volume	3,270
PM Peak H		16:30-17:30							
% of AD	I	10.6%							



# **City Council Regular Meeting**

**DEPARTMENT:** Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: October 2, 2023

### **SUBJECT:**

Consider approval of a resolution adopting the guidelines and criteria for the Economic Development incentives program. (*Staff Presenter: Alex Philips, Economic Development Director*)

### **SUMMARY:**

The Local Government Code Title 12, Subchapter A, Chapter 380 states "the governing body of a municipality may establish and provide for the administration of one or more programs to stimulate business and commercial activity in the municipality." A program is required prior to entering into Chapter 380 agreements and tax abatements.

The program, also known as the incentive policy, is required to be adopted every two years. The existing incentive policy was passed by City Council on September 21, 2020. The proposed policy continues what was approved in 2020 that includes information in regards to wages that have to be met to qualify as well as the additional information on the application, which gives staff the guidance needed in the beginning of the process to better determine an incentive package that best fits the company needs. The qualifying standards for Retail and Commercial Developments that were approved in 2020 are unchanged in this renewal.

The incentive policy is meant to guide the efforts of City staff and City Council in offering and granting incentives during the recruitment and retention process for companies in Burleson. The policy preserves the ability to consider each abatement application separately and evaluate the community interest in participating with the project through incentives.

- Policy is able to capture all Commercial or Retail development to be qualified that it brings something that is missing from the community and exceeds \$5M in taxable sales
- Value of an abatement shall not exceed 50 percent investment by the business in eligible property
- Johnson County median wage as well as a living wage requirement
- Minimum capital investment of \$10M as well as request for sales tax numbers
- · Application includes more detailed information requests when asking for wages
- Application also asks for signatures stating all of the information is factual

• The application gives us better information up front on a potential project and will aid in a better timely response to the applicant.

# **Project Qualifications**

- The project expands the local tax base
- The project creates permanent full time employment opportunities:
  - With 25% of employees paid above the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics, and:
    - All employees above the greater of:
    - Average living wage (2 Adults/2 Children) for Johnson County, Texas as calculated by the following link: http://livingwage.mit.edu/counties/48251
    - Or 65% of the Johnson County median wage as calculated by the U.S.
       Bureau of Labor Statistics
- The project in all likelihood would not otherwise be developed

The City Council retains the right to, on a case-by-case basis, consider an abatement or incentive which may not specifically comply with these guidelines and criteria.

### **OPTIONS:**

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

### **RECOMMENDATION:**

Staff recommends approval as presented

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

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

### **FISCAL IMPACT:**

N/A

### **STAFF CONTACT:**

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



# **Economic Development Incentive Policy**



# **Incentive Policy Background**

- Chapter 380 of the Local
   Government Code requires that
   Cities adopt their Incentive Policy
   every two years
- In 2020, City Council approved the policy without any chages to the last updated policy in 2018
  - More clear and concise application to include;
  - Wage information
  - Capital Investment
  - Sales Tax Generation

- In 2022, the City Council updated the policy to include the Burleson Home Improvement Rebate Program
  - The program provides incentives (up to \$5,000) to certain eligible owner-occupied homeowners to make improvements to their home
  - Homes must be 25 years or older
  - The CAD appraised value must be less or equal to 70% of the FHA single-family mortgage limit in the County for the current year of the application



# **Incentive Policy Details**

Project Requirements



- The policy requires Commercial or Retail development to add new to market uses and users and exceed \$5M in taxable sales to qualify for incentives
- Value of an abatement shall not exceed 50 percent investment by the business in eligible property
- Johnson County median wage as well as a living wage requirement
- Minimum capital investment of \$10M

# **Incentive Policy Details Continued**

Project Requirements



- The project expands the local tax base
- The project creates permanent full time employment opportunities:
  - With 25% of employees paid above the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics, and:
  - All employees above the greater of average living wage (2 Adults/2 Children) for Johnson County, Texas as calculated by the following link: http://livingwage.mit.edu/counties/48251;
  - Or 65% of the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics
- The project in all likelihood would not otherwise be developed
- The City Council retains the right to, on a case-by-case basis, consider an abatement or incentive which may not specifically comply with these guidelines and criteria

# **Incentive Policy Details**

Project Requirements



- The policy requires Commercial or Retail development to add new to market uses and users and exceed \$5M in taxable sales to qualify for incentives
- Value of an abatement shall not exceed 50 percent investment by the business in eligible property
- Johnson County median wage as well as a living wage requirement
- Minimum capital investment of \$10M

# **Council Action Requested**

Staff Recommends Approval



Approve a Resolution adopting the Economic Development Incentive Policy



Deny a Resolution adopting the Economic Development Incentive Policy

#### RESOLUTION

# A RESOLUTION REVISING AND ADOPTING THE GUIDELINES AND CRITERIA FOR THE ECONOMIC DEVELOPMENT INCENTIVES PROGRAM.

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

**WHEREAS,** the City Council of the City of Burleson, on May 27, 1993, initially adopted the Guidelines and Criteria for the Economic Development Incentives Program by Resolution 583; and

**WHEREAS,** the City of Burleson desires to continue the Burleson Economic Development Incentives Program which includes provisions for granting tax abatements according to Chapter 312 of the Texas Tax Code, and other incentives according to Chapter 380 of the Texas Local Government Code.

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

#### Section 1

The City Council hereby adopts *The City of Burleson Guidelines and Criteria for the Economic Development Incentives Program* attached as Exhibit "A", attached hereto and incorporated herein by reference for all purposes, for granting a tax abatement in reinvestment zones or any other economic development incentives within the City of Burleson, Texas and the Guidelines and Criteria hereby adopted are effective for two years from the date adopted and may be amended or repealed by a vote of three-fourths of the members of the City Council.

### **Section 2**

This Resolution shall become effective from	m and after its date of passage in accordance with lav
PASSED AND APPROVED this the	day of
	Chris Fletcher, Mayor City of Burleson, Texas
ATTEST:	APPROVED AS TO FORM & LEGALITY
Amanda Campos, City Secretary	Matt Ribitzki, Senior Deputy City Attorney

# Exhibit "A"

The City of Burleson Guidelines and Criteria for the Economic Development Incentives Program

# THE CITY OF BURLESON GUIDELINES AND CRITERIA FOR THE ECONOMIC DEVELOPMENT INCENTIVES PROGRAM

# SECTION I PURPOSE

The City of Burleson is committed to the promotion and retention of high quality development within the City of Burleson and to better the quality of life for its citizens. These objectives can often be attained by the enhancement and expansion of the local economy. To meet these objectives, the City of Burleson will, on a case-by-case basis, consider providing tax abatements or other economic development incentives to aid in the stimulation of economic development in Burleson. The City of Burleson will give said consideration in accordance with this Guidelines and Criteria document. Nothing herein shall imply or suggest that the City of Burleson is under any obligation to provide tax abatements or incentives to any applicant. All applicants shall be considered on a case-by-case basis. Tax abatements and other economic incentives will be measured against the same criteria.

Participation in an abatement or incentive agreement does not remove any obligation to satisfy all codes and ordinances issued by the City or any other affected taxing jurisdiction that may be in effect and applicable at the time the project is implemented.

# SECTION II DEFINITIONS

- "Abatement" means the full or partial exemption from ad valorem taxes of certain eligible property in a Reinvestment Zone designated for economic development purposes pursuant to Chapter 312 of the Texas Tax Code.
- 2. "Agreement" means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction for the purposes of tax abatements.
- 3. "Capital Investment" means and shall include all costs incurred relating to the acquisition of the Property and construction of the public and private improvement including the actual construction costs, and other costs of all buildings, structures, improvements, infrastructure, fixed machinery and equipment and tangible personal property.
- 4. "City" means the City of Burleson, Texas.
- 5. "Deferred Maintenance" means improvements necessary for continued operations which do not improve the productivity or alter the process technology.
- 6. "Distribution Center Facility" means buildings and structures, including machinery and equipment, used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points outside the city limits of Burleson.

- 7. "Eligible Property" means property that may be extended an abatement. Eligible property includes buildings, structures, fixed machinery and equipment, site improvements plus office space and related fixed improvements necessary to the operation and administration of the facility.
- 8. "Expansion" means the addition or enlargement of buildings, structures, fixed machinery, or equipment for purposes of increasing production capacity and creating new full-time permanent jobs.
- 9. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.
- 10. "Manufacturing Facility" means buildings and structures including machinery and equipment, the primary purpose of which is, or will be, the manufacture of tangible goods or material or the processing of such goods or materials by physical or chemical change, including the assembly of goods and materials from multiple sources, in order to create a finished or semi-finished product.
- 11. "Modernization" means the replacement and upgrading of existing facilities which increases the productivity input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing or repairing except as may be integral to, or in direct connection with, an existing expansion.
- 12. "New Facility" means a property previously undeveloped which is placed into service by means other than, or in conjunction with, expansion or modernization.
- 13. "Project" means any property improvement including expansions, modernization, and new facilities; but excluding any deferred maintenance.
- 14. "Reinvestment Zone" means any area of the City which has been designated a reinvestment zone for tax abatement purposes and which is located within the taxing jurisdiction of the City. It is the intent of the City to designate reinvestment zones on a case-by-case basis to maximize the potential incentives for eligible enterprises to locate or expand within the City.
- 15. "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used, or to be used, to provide entertainment through the admission of the general public where a significant portion of the users reside outside of the city limits of Burleson.
- 16. "Regional Retail Facility" means buildings and structures, including fixed machinery and equipment, used, or to be used, to provide retail services from which a majority of revenues generated by activity at the facility are derived from outside of Burleson.

- 17. "Regional Service Facility" means buildings and structures, including machinery and equipment, used, or to be used, to provide services where a majority of the individuals serviced are outside of the city limits of Burleson.
- 18. "Research Facility" means buildings and structures, including machinery and equipment, used, or to be used, primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
- 19. "Targeted Enterprise" includes, but is not limited, to the following facilities: distribution center facility, manufacturing facility, regional entertainment facility, research facility, regional retail facility, regional service facility.
- 20. "Targeted Industry Cluster" a concentration of businesses and industries in a geographic region that are interconnected by the markets they serve, the products they produce, their suppliers, the trade associations to which their employees belong, and the educational institutions from which their employees or prospective employees receive training. The Texas Industry Cluster is defined by Texas Workforce Commission and included on the incentive application for the Texas Enterprise Fund.
- 21. "Employment on a full-time permanent basis" means employment of at least 35 hours per week with full benefits, including at a minimum, health and disability insurance and retirement plan options. This does not include seasonal employment.

# SECTION III ELIGIBLE FACILITIES

The City Council may enter into tax abatement or incentive agreements with landowners with projects demonstrating an increased investment in buildings and fixed assets, increased employment, or an increase in the City's sales tax.

The value of the abatement shall not exceed 50 percent of investment by the business in eligible property as defined in Section II. The City Council, or its designated representative, shall work with the applicant prior to the execution of an abatement agreement to determine the abatement schedule. For qualifying facilities, the City Council may approve abatement agreements lasting no longer than ten years. However, the length of the abatement agreement shall not exceed one-half of the estimated economic life of the facility, as determined by the City Council.

# SECTION IV

The following are the guidelines and criteria to be considered in determining eligibility for economic development incentives, except for Burleson Home Improvement Rebate Program. The City Council retains the right to, on a case-by-case basis, consider an abatement or incentive which may not specifically comply with these guidelines and criteria.

- A. General Criteria All applications should meet the following general criteria before being considered for a tax abatement or incentive.
  - 1. The project expands the local tax base.
  - 2. The project creates permanent full time employment opportunities:
    - With 25% of employees paid above the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics, and:
    - all employees above the greater of:
      - average living wage (2 Adults/2 Children) for Johnson County,
         Texas as calculated by the following link:
         <a href="http://livingwage.mit.edu/counties/48251">http://livingwage.mit.edu/counties/48251</a>;
      - Or 65% of the Johnson County median wage as calculated by the U.S. Bureau of Labor Statistics.
  - 3. The project in all likelihood would not otherwise be developed.
  - 4. The project makes a contribution to enhancing further economic development.
  - 5. The project will not result in any unreasonable aesthetic and/or environmental concerns.
  - 6. The project has not been started and no construction has commenced at the time the application is approved.
  - 7. Projects seeking to qualify for a tax abatement or incentive on the basis of job retention shall document that without the abatement or incentive the company will either reduce or cease operations.
  - 8. The project should not have any of the following objections:
    - a. There would be substantial adverse effect on the provision of government service or tax base.
    - b. The applicant has insufficient financial capacity.
    - c. Planned or potential use of the property would constitute a hazard to public safety.
    - d. Planned or potential use of the property would give adverse impacts to adjacent properties; or
    - e. Any violation of laws of the United States, State of Texas, or ordinances of the City of Burleson would occur.
    - f. Give unfair competitive advantages for one business over another local business.
- B. Specific Criteria If the project in the application meets the general criteria, then abatement or incentive will be considered. Factors to be considered in determining the portion of the increased value to be abated and the duration of the abatement agreement or the type of incentive given include, but are not limited to:

# 1. <u>Employment Impact</u>

- a. How many permanent full-time positions will be brought to Burleson?
- b. What types of employment will be created?
- c. What percentage of the jobs are above the Johnson County median wage?
- d. What will the total annual payroll be?

# 2. Fiscal Impact

- a. How much real and personal property value will be added to the tax rolls?
- b. What Is the Capital Investment (\$10,000,000 minimum)?
- c. How much direct sales tax will be generated?
- d. How will this project affect existing businesses and/or facilities?
- e. What infrastructure construction will be required?
- f. What is the total annual operating budget of this facility projected to be?

# 3. Community Impact

- a. What impact will the project have on the local housing market?
- b. What environmental impact, if any, will be created by the project?
- c. How compatible is the project with the City's comprehensive plan and Zoning Ordinance?

# SECTION V PROJECT TYPES

Except for Burleson Home Improvement Rebate Program, the following are projects that may be considered:

#### A. INDUSTRIAL PROJECT

- A. A New Facility seeking abatement on Eligible Property should qualify at a minimum level of investment and a minimum number of new jobs not currently in the market, both of which must be generated within two years of construction.
  - a. The level of abatement should be determined by the lesser category of jobs added or new investment.
  - b. The abatement should be granted from real property tax.
  - c. An investment of not less than \$10,000,000 and at least 25 new jobs is considered for an abatement.

- B. A New Facility that is the primary location of a Targeted Enterprise may be eligible for a cash grant to be applied to an assigned area of the Project, namely:
  - a. Development challenges related to site work, infrastructure or other material changes to the property,
  - b. Relocation of those with employment on a full-time basis,
  - c. Relocation or existing equipment or the purchase of new equipment for the New Facility.

### B. RETAIL AND COMMERCIAL PROJECT

1. Only retail projects (retail stores, restaurants, shopping centers, or redevelopment) that offer unique goods, services, or a brand that is not currently offered in the Burleson city limits may be considered for incentives. This consideration is to help address unmet demand and minimize retail leakage from the City into the surrounding trade area. A minimum of \$5 million in annual taxable sales generated is required in order to be eligible for consideration of a rebate of sales taxes. The City may rebate a portion of the sales taxes generated not to exceed 50% of the City's sales tax receipts.

# SECTION VI PROCEDURAL GUIDELINES

Except for the Burleson Home Improvement Rebate Program projects, any person, organization or corporation desiring a tax abatement or incentive to encourage location or expansion of operations within the city limits of Burleson shall be required to comply with the following procedural guidelines. Nothing within these guidelines shall imply or suggest that Burleson is under any obligation to provide tax abatement or incentive in any amount or value to any applicant.

Requests for tax abatement or incentive shall be reviewed by the City Council. The Burleson 4A Development Board serves as the recommending body to the City Council. The City Council as a whole, shall vote on the approval of the abatement or incentive.

# A. Preliminary Application Steps

- 1. Complete the attached "Application for Tax Abatement or Economic Development Incentive".
- An exhibit showing the precise location of the property, all roadways within 500 feet of the site and all existing zoning and land uses within 500 feet of the site, (a complete legal description shall be provided if the property is described by metes and bounds).

- 3. A complete estimated cost of the project by "line item" approach.
- 4. A description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred.
- 5. A detailed time scheduled for undertaking and completing the project.
- 6. Complete all forms and information detailed in items 1 through 5 above and submit them to:

# Office of Economic Development 141 West Renfro Burleson, Texas 76028

# B. Application Review Steps

- 1. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- 2. The application may be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.
- 3. Copies of the complete application package and staff comments will be forwarded to the City Council, or, when requested by the City Council, to the Burleson 4A Development Board.

# C. Consideration of the Application

- 1. When requested by the City Council, the Burleson 4A Development Board will consider the application at a regular or called meeting(s). Additional information may be requested as needed. The Board will then inform the applicant of their recommendation to the City Council.
- 2. The City Council by ordinance must designate an area as a reinvestment zone to be eligible for a tax abatement. Prior to adopting such an ordinance, the City Council must conduct a public hearing on the designation that entitles all interested persons to speak and present evidence for or against the designation.
- 3. The City Council has sole and exclusive authority to choose whether or not to grant any tax abatement.
- 4. The governing bodies of Johnson County and/or Tarrant County may consider a tax abatement agreement with the applicant.
- 5. Information provided to the Burleson 4A Development Board or the City Council in connection with an application or request for tax abatement or incentive is confidential and not subject to public disclosure until the tax abatement or incentive agreement is executed.
- D. <u>Tax Abatement Agreement</u> Once authorized by the City Council, the City Manager may execute a tax abatement agreement with the applicant on behalf of the City. At least

seven days before entering into the agreement, the City will deliver written notice of its intent to each taxing unit that is included in the reinvestment zone. The tax abatement agreement will include specific terms and conditions of the abatement, including, but not limited to, the amount and duration of the tax abatement. The tax abatement agreement shall not commence until the development has received a certificate of occupancy from the City.

E. <u>Economic Development Incentives</u> - The City by resolution may enter into an economic development incentive agreement. An incentive may include but is not limited to:

- 1. <u>Loans and grants</u> The City may provide subsidized loans or grants upon approval of the City Council.
- 2. <u>Infrastructure</u> Extension, construction or reconstruction of infrastructure necessary for the development of a targeted enterprise may be made upon approval of the City Council.
- 3. <u>Utility rates</u> The City Council may consider additional utility rate classes for targeted enterprises that require larger amounts of municipal utilities. Any classification established will be available to all utility users meeting the minimum usage requirements for that group. Consideration will be given to capital improvements required to provide utility service.
- 4. Any agreement will include, but not be limited to, the following specific items:
  - a. All appropriate stipulations included in the application as outlined by the document for an economic development incentive agreement.
  - b. The amount and type of incentive.
  - c. A method for determining the qualifications of meeting the criteria and applicant's promise to meet and maintain these qualifications over the term of the agreement. This may require the submission of an annual report to the City Manager demonstrating that the terms and conditions required to receive a tax incentive have been met, and the City will be allowed, upon written request and reasonable notice, to inspect and audit such records of the applicant as are necessary to substantiate that the applicant is meeting criteria agreed upon during the term of the incentive.
  - d. A provision that, in the event the agreement is not kept, the incentive will be determined null and void and all actual and planned City expenditures and/or cost of labor will be paid immediately to the City.

# APPLICATION FOR TAX ABATEMENT OR ECONOMIC DEVELOPMENT INCENTIVE

### **INSTRUCTIONS**

This form is intended for internal economic development analysis and efforts will be made to restrict circulation of the information included on the form to appropriate representatives of the City of Burleson. However, please note that the Texas Open Records Act provides that information collected, assembled, or maintained by the city under a law or ordinance or in connection with the transaction of official business is generally considered to be public information. However, the Texas Public Information Act does provide that information relating to economic development negotiations with a business prospect is withheld from disclosure unless and until an agreement is reached. If an agreement has been reached and is ready for City of Burleson consideration, this document may be posted to the City's website for public disclosure.

# Questions or Comments Please contact:

Alex Philips
Economic Development Manager
817-426-9613

bphilips@burlesontx.com

141 West Renfro Burleson, Texas 76028

### **CERTIFICATION OF APPLICATION – BUSINESS**

**Authorized Business Representative (Applicant)** 

First Name	Last Name	Last Name		
Title	Organization			
Street Address				
Mailing Address				
Phone Number	Email			

# **Consultant/Site Selector Information**

Consultant Name	Company
Phone Number	Email
Site Information	
Property Owner Name	
Phone Number	Email
Property Address	
Mailing Address	
Property Legal Description	
(Provide attachment if by metes and bound	
Property Located within:	
City of Burleson	Burleson ISD
☐ Johnson County	y Alvarado ISD
☐ Tarrant County	☐ Joshua ISD
Application is true and correct, as evidence business entity is in good standing unde	the information contained in this City of Burleson ed by my signature below. I further certify that the er the laws of the state in which the entity was e owed to any taxing entity within Johnson/Tarrant
Signature	Date

# **BUSINESS APPLICATION INFORMATION**

Legal name of entity applying to the City of Burleson for incentive:			
Indu	ıstry Cluster:		
If ap	pplicable, identify the targeted industry cluster within which this project falls:		
	Advanced Technologies and Manufacturing, including four sub-clusters: Nanotechnology and Materials; Microelectromechanical Systems; Semiconductor Manufacturing; Automotive Manufacturing		
	Aerospace, Aviation and Defense		
	Biotechnology and Life Sciences, not including medical services		
	Information and Computer Technology, including three sub-clusters: Communications Equipment; Computing Equipment and Semiconductors; Information Technology		
	Petroleum Refining and Chemical Products		
	Energy, including three sub-clusters: Oil and Gas Production; Power Generation and Transmission; Manufactured Energy Systems		
	Other, (Describe)		
Des	cription of Project:		

Is this company considering other:	Texas locations:	Yes No
	U.S. locations:	☐Yes ☐ No
	Global locations:	☐Yes ☐ No
Project Timeline		
Expected Construction Start Date		
Expected Construction Completion Date	)	
Project Capital Investment		
Total acres:		
Estimated site construction costs:		
Building square footage:		
Sales Tax		
Projected annual sales tax (if applicable	):	

# **Job Categories and Wage Distribution**

Job Category	Number of Jobs	Average Annual Wage	Percentage to be hired locally
Executive			
Manager			
Supervisor			
Staff			
Entry/Minimum Salary			

# **SERVICE REQUIREMENTS:**

Electric
Peak Monthly Demand in Kilowatts (KW):
Average Monthly Usage in Kilowatt Hours (kWh):
Average Monthly Load:
Current Rate - cents per Kilowatt Hour (kWh)
Water
Average Monthly Usage:
Meter size:
Sewer
Average Monthly Discharge:
Gas
Average Monthly Usage:
Meter size:
Additional information for consideration of incentives:

# SECTION VII Burleson Home Improvement Rebate Program

The provisions of this Section VII shall only apply to the Burleson Home Improvement Rebate Program described herein.

- A. Eligibility Requirements. To be considered for a Burleson Home Improvement Rebate Program Chapter 380 Economic Development Program incentive under this this Guidelines and Criteria document, a project must at least meet the following minimum requirements:
  - 1. Must a single family home, duplex, townhome, or condominium (the "Home") within the Burleson city limits.
  - 2. The Home must be 25 years or older.
  - 3. At the time of application the Home must be owner-occupied.
  - 4. At the time of application all state, federal, and local taxes related to the Home must be current.
  - 5. The County Appraisal District (CAD) appraised total value of the Home must be less than or equal to 70% of the FHA single-family mortgage limit the county for the current year the application is made.
- B. Application Requirements and Process. The application process shall include:
  - 1. Application for the incentive described by this Section must be made to the City through the Neighborhood Services Department prior to any work commencing on the project.
  - 2. If the application is approved, the applicant shall sign an incentive contract in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes.
  - Applicant shall allow the City to inspect the project as required to ensure project eligibility and improvement completion in accordance with the terms of the incentive agreement.
  - 4. After the execution of the incentives contract, the applicant will annually pay all taxes owed on the Home for the term of the contract.
  - If the applicant has met all conditions of the program, the City will calculate the incentive and pay the applicant the incentive in accordance with the terms of the incentive contract.
- C. Incentive Calculation. The incentive shall be calculated as follows:

- 1. The maximum incentive for any application will be \$5,000.
- 2. Total expenditures on improvements to the Home must total 10% or more of the CAD value of the Home.
- Applicant shall be eligible for a rebate equal to 25% on actual costs on exterior improvements, and a rebate equal to 10% on actual costs on interior improvements.
- Applicant shall refund any incentive paid if the applicant fails to meet the requirements and stipulations of this Section or otherwise fails to abide by the terms of the incentive contract.

## D. Additional Provisions.

- Improvements may start only after the City issues a Notice to Proceed, and such improvements must be completed within six months after the notice is issued.
- 2. Improvements must result in a livable, residential unit.
- 3. The following repairs are not eligible for the rebate program set forth in this Section:
  - i. New pools, hot tubs, and other water features;
  - ii. Landscaping (except for City-approved trees in authorized tree replacements);
  - iii. Repair or replacement of sprinkler systems;
  - iv. Detached accessory structures;
  - v. Garage enclosures and carports; and
  - vi. Exterior improvements or items covered by a property owners association in condominiums.
- 4. The City Council shall authorize through the City Manager the implementation of the program described in this Section.
- 5. The number of incentive applications at any one time shall not exceed the amount of funds actually budgeted.
- Applicant shall comply with all City ordinances, state and federal laws in performing its obligations under the incentives agreement, including obtaining any and all necessary governmental approvals, permits, and inspections for the project.



# **City Council Regular Meeting**

**DEPARTMENT:** Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: October 2, 2023

## **SUBJECT:**

Consider approval of a resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a resolution between the Burleson 4A Economic Development Corporation and Fourco Development Partners, LLC, authorizing the land sale of approximately 7 acres located in Highpoint Business Park located at the corner of Vantage and Cirrus Drive in the amount of \$763,389. (Staff Contact: Alex Philips, Economic Development Director)

# **SUMMARY:**

The Burleson 4A Economic Development Corporation has received Land Sale Contract for the purchase of approximately 7 acres in Highpoint Business Park owned by the EDC.

# **Contract Obligations:**

- Fourco Development Partners, LLC. has submitted a LOI for \$2.50/ft (\$762,300) to build one building up to 100,000 square feet.
- Fourco Development Partners will deliver earnest money of \$10,000 once the contract has been executed.
- Option period is for 90 days. If Fourco needs an additional time we will grant another 30 days for due diligence at no additional cost.
- There is no brokerage fees associated with the sale of this property.
- The EDC will provide the survey for the Buyer.

## **OPTIONS:**

- 1) Approve the resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a land sale contract between the Burleson 4A Economic Development Corporation and Fourco Development Partners, LLC for approximately 7 acres located within Highpoint Business Park near the intersection of Vantage Drive and Cirrus Drive in the amount of \$763.389.
- 2) Deny the resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a land sale contract between the Burleson 4A Economic Development Corporation and Fourco Development Partners, LLC for approximately 7 acres located within Highpoint Business Park near the intersection of Vantage Drive and Cirrus Drive in the amount of \$763,389.

# **RECOMMENDATION:**

Approve the resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a land sale contract between the Burleson 4A Economic Development Corporation and Fourco Development Partners, LLC for approximately 7 acres located within Highpoint Business Park near the intersection of Vantage Drive and Cirrus Drive in the amount of \$763,389.

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

N/A

## **FISCAL IMPACT:**

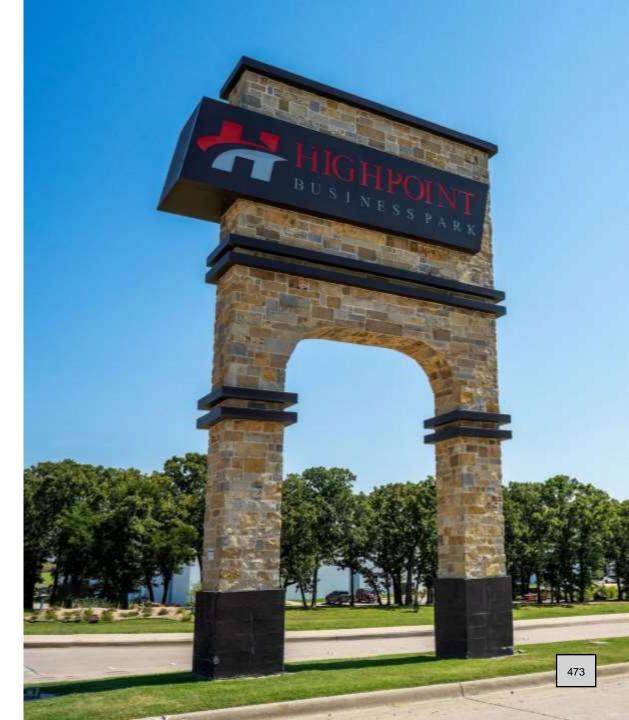
N/A

# **STAFF CONTACT:**

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



# HighPoint Business Park Land Sale



# **Subject Property**

- The Burleson 4A Economic Development Corporation has received Land Sale Contract for the purchase of approximately 7 acres in HPBP owned by the EDC.
  - Last piece in EDC Ownership
- Fourco Development Partners, LLC., has submitted a LOI for \$2.50/ft (\$762,300) to build one building up to 100,000 square feet.
  - This group has been in discussions with an existing business for their relocation and future home but there is no deal in place at this time.



# **Contract Obligations**

- Fourco Development Partners will deliver earnest money of \$10,000 once the contract is executed.
- Option period is for 90 days. If Fourco needs an additional time we will grant another 30 days for due diligence at no additional cost.
- There is no brokerage fees associated with the sale.
- Fourco has developed a 156,000 square foot building in Highpoint East and sold to Brietling Distribution.
- Fourco also is working with an additional project in Highpoint East Business Park for a new cold storage and distribution center with a capital investment of \$25M







 Approve the Land Sale Contract with Fourco Development Partners, LLC.

Modify the Land Sale Contract with Fourco
 Development Partners, LLC.

Deny the Land Sale Contract with Fourco

Development Partners, LLC.

## **RESOLUTION**

A RESOLUTION OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A CONTRACT BETWEEN THE TYPE A CORPORATION, AS SELLER, AND FOURCO DEVELOPMENT PARTNERS, LLC, AS BUYER, TO ACQUIRE FEE SIMPLE TITLE TO A 5.79 ACRE TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 2140 SW HULEN STREET, BURLESON, TEXAS (THE "PROPERTY") FOR THE SALES PRICE OF \$763,389, AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE BOARD PRESIDENT TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; REQUEST FOR BURLESON CITY COUNCIL RATIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Type A Corporation and Buyer desire to enter into the Real Estate Contract, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Contract"); and

**WHEREAS**, the Type A Corporation desires that the Board President, Dan McClendon, execute the Contract on behalf of the Type A Corporation with the Buyer; and

**WHEREAS**, the Type A Corporation desires to close the real estate transaction described in the Contract; and

**WHEREAS**, the Type A Corporation desires the Board President, Dan McClendon, execute all documents necessary to close the real estate transaction described in the Contract; and

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

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

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

Resolution Page 1 of 2

#### Section 1.

The Board President, Dan McClendon, is authorized: (a) to execute on behalf of the Type A Corporation (i) the Contract between the Type A Corporation and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of \$763,389.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

## Section 2.

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

## Section 3.

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

PASSED, APPROVED, AND SO RESO	<b>DLVED</b> by the Board of Directors of	the Burleson
4A Economic Development Corporation of	on theday of	_, 20
	Dan McClendon, Board President	
	Burleson 4A Economic Developmen	t Corporation
ATTEST:		
Amanda Campos, Secretary		

Resolution Page 2 of 2



# **UNIMPROVED PROPERTY CONTRACT**

NOTICE: Not For Use For Condominium Transactions



and Fourco Development Partners LLC  Seller
and Fourco Development Partners, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. PROPERTY: Lot 181
2. PROPERTY: Lot 1R1 , Block 7 HighPoint Business Park of BurlesonAddition,
HighPoint Business Park of Burleson  City of Burleson  County of Johnson
City of Burleson , County of Johnson Texas, known as 5500 Cirrus Road, Burleson, TX 76028
(address/zip code), or as described on attached exhibit together with all rights, privileges and
appurtenances pertaining thereto (Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. SALES PRICE:
A. Cash portion of Sales Price payable by Buyer at closing
B. Sum of all financing described in the attached:   Third Party Financing Addendum,
Loan Assumption Addendum, Seller Financing Addendum\$
C. Sales Price (Sum of A and B)
4. LEASES:
<ul> <li>A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.</li> <li>B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a</li> </ul>
party. Seller is is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
$\square$ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.  5. EARNEST MONEY AND TERMINATION OPTION:
A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date Brown
must deliver to Chicago Title, Kyle McCartan (Escrow Agent) at
must deliver to Chicago Title, Kyle McCartan (Escrow Agent) at
Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
(1) Buyer shall deliver additional earnest money of \$ o to Escrow Agent within days after the Effective Date of this contract.
falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday
(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.  (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time
delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 90 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
nitialed for identification by Buyer and Seller TREC NO. 9-:

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property)

within the time required, Buyer shall be deemed to have waived the objections. Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer. E. TITLE NOTICES

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to
- object.

  (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

  Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not

governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under 85 011 Texas Property Code, that the Property may now or later be included in

Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information

extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(	Contract Concerning	5500 Cirrus Road, Burleson, TX 76028	Page 4 of 10 11-07-2022
		(Address of Property)	Page 4 of 10 11-07-2022
	Department of A	TURAL DEVELOPMENT DISTRICT: The Property of th	Property <b>L</b> is <b>V</b> is not located in a all information, contact the Texas
	(9) TRANSFER FEES Property Code re may be governe	griculture.  If the Property is subject to a private equires Seller to notify Buyer as follows: d by Chapter 5, Subchapter G of the Texal YSTEM SERVICE AREA: If the Property sed by a distribution system retailer.	ate transfer fee obligation, §5.205, The private transfer fee obligation as Property Code.
	required by \$14	010 Toyac Utilities Code An addendur	ci must give buyer written notice as
	(11)NOTICE OF WAT	I by the parties should be used. ER LEVEL FLUCTUATIONS: If the Property TVOIT OF lake, constructed and maintain.	y adjoins an impoundment of water,
	operating level.	Seller hereby notifies Buyer: "The water perty fluctuates for various reasons, indigited in the property fluctuates for the water stored in the state of the water stored in the water sto	level of the impoundment's normal
	(12) REOUIRED NOTI	CES: The following notices have been gid plots	ven or are attached to this contract
Ι.			
1 '	7. PROPERTY CONDIT	ON:	
	selected by Buyer Seller at Seller's ex keep the utilities or	ONS AND UTILITIES: Seller shall permit easonable times. Buyer may have the and licensed by TREC or otherwise perropense shall immediately cause existing during the time this contract is in effect.	nitted by law to make inspections.  utilities to be turned on and shall
		ould determine the availability of utilities	
	warranties in this control (1) or (2) does no negotiating repairs	ROPERTY CONDITION: "As Is" means the defects and without warranty except for tract. Buyer's agreement to accept the treatments in a subsequent amer Option Period, if any	or the warranties of title and the
	(Check one box only (1) Buyer accepts the	(r)  Je Property As Is	
	☐ (2) Buyer accepts t	he Property As Is provided Seller, at Secrepairs and treatments:	eller's expense, shall complete the
	(Do not insert g repairs and treat	eneral phrases, such as "subject to inspe	ections" that do not identify specific
	C. COMPLETION OF RI complete all agreed permits. The repairs	PAIRS AND TREATMENTS: Unless other repairs and treatments prior to the Clo	wise agreed in writing, Seller shall sing Date and obtain any required persons who are licensed to provide
	documentation from completed; and (ii) with respect to the	the repair person(s) showing the scope at Seller's expense, arrange for the tran	of work and payment for the work
	Paragraph 15 or ex	tend the Closing Date up to 5 days if	uyer may exercise remedies under necessary, for Seller to complete
	D. ENVIRONMENTAL M including asbestos a or endangered speci	ATTERS: Buyer is advised that the prese nd wastes or other environmental hazard es or its habitat may affect Buyer's inten- ese matters, an addendum promulgated	ence of wetlands, toxic substances, ds, or the presence of a threatened
	E. SELLER'S DISCLOSU	RE:	
	(2) Seller 🖵 is 🔲	is not aware of any pending or throat	coned litigation condensation
	$(3)$ Seller $\Box$ is	ic not aware of any environmental base	and the second second second
	(4) Seller 🖵 is	is not aware of any dumpoito, landfill o	r underground tanks or containers
	(5) Seller is	ic not aware of any wetlands as det	C
	(6) Seller is is	is not aware of any threatened or end	dangered species or their habitat
	(7) Seller 🗖 is 🔲	is not aware that the Property is legated	Durchally Dunantly in a flandal
	If Seller is aware of	any of the items above, explain (attach a	
Initi	aled for identification by	Buyer and Seller	TREC NO. 9-16

Cor	tract Concerning 5500 Cirrus Road, Burleson, TX 76028 Page 5 of 10 11-07-2022 (Address of Property)
8.	BROKERS AND SALES AGENTS:  A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable:
	B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.
9.	CLOSING:  A. The closing of the sale will be on or before  after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.  B. At closing:  * special*
	<ol> <li>(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.</li> <li>(2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.</li> <li>(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.</li> <li>(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default</li> </ol>
10	will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.
	<b>POSSESSION:</b> Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
11.	SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Addendum to Unimproved Property Contract is attached hereto and incorporated herein by reference for all purposes
12.	A. The following expenses must be paid at or prior to closing:  (1) Expenses payable by Call b
	(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.  (b) Seller shall also pay an amount not to exceed \$ 0 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
	origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
13.	paid by a party, that party may terminate this contract unless the other party agrees to be such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.  PRORATIONS AND ROLLBACK TAYES.
	A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing

Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- (Address of Property)
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
- 14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract. confract.
- 15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:
  - A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds

  - institution is acting as Escrow Agent. Escrow Agent may require any dispursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

    B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

    C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

    D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the ear
- 19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service transaction.

For	t Worth, TX 7	76107	1 1 1			141 W Renfro St 028, Attn City Manager	
1.							
Pn	one:	(817) 703-4086		Phone:		(817) 426-9613	
E-1	mail/Fax:	andrew.mcdonald@fourco.com	1 10	E-mail/Fax	x: .	bphilips@burlesontx.com	
	mail/Fax:			E-mail/Fax	x: _		
Wi	th a copy	to Buyer's agent at:		With a cop	by to	Seller's agent at:	
	Check all Third Pari Seller Fil Addendu Mandato Owners A Buyer's T Addendu and Othe Addendu Addendu Terminat Addendu	in applicable boxes): In applicable boxes): Ity Financing Addendum Ity Financing Addendum Ity Financing Addendum Ity Financing Addendum Ity Membership in a Propert Association Ity Membership in a Propert Association Ity Membership in a Propert Ity Financial Ity Financ	y Gass	Addendu Environr Endange Addendu Of the Go Addendu Buyer Addendu System S	um f men ered um um f ulf I um f	e agreement of the parties which are a part of this confor Coastal Area Property tal Assessment, Threatened Species and Wetlands for Property Located Seaward Intracoastal Waterway for Sale of Other Property by or Property in a Propane Gaszice Area  Addendum to Unimproved Property	or d
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Contract Concerning	5500 Cirrus Road, Burleson, TX 76028	Page 8 of 10 11-07-2022
	(Address of Property)	Page 0 01 10 11-07-2022
EXECUTED the	day of DATE OF FINAL ACCEPTANCE.)	, 20 (Effective Date).
AN, MM Buyer	Seller	
Buyer	Seller	



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 9-16. This form replaces TREC NO. 9-15.

Contract Concerning	5500 Cirrus Road, Burleson, TX 76028	Page 9 of 10 11-07-2022
	(Address of Property)	rage 5 of 10 11-07-2022

	R INFORMATION (s) only. Do not sign)
Other Broker Firm License No.	Listing Broker Firm
represents Buyer only as Buyer's agent	represents
<b>⊒</b> Seller as Listing Broker's subagent	Seller only as Seller's agent
Associate's Name License No	Listing Associate's Name License No.
Team Name	Team Name
Associate's Email Address Phon	E Listing Associate's Email Address Phone
Licensed Supervisor of Associate License No	Licensed Supervisor of Listing Associate License No.
Other Broker's Address Phon	E Listing Broker's Office Address Phone
<del>City</del> State Zi	Gity State Zi
	Selling Associate's Name License No
	<del>Team Name</del>
	Selling Associate's Email Address Phone
	Licensed Supervisor of Selling Associate License No
	Selling Associate's Office Address
	City State Zip
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Contract Concerning	5500 Cirrus Road, Burleson, TX 76028	Page 10 of 10	11-07-2023
	(Address of Property)	: age 10 01 10	11 07 2022

	OPTION F	EE RECEIPT	
Receipt of \$is acknowledged.	(Option Fee) in the f	form of	
Escrow Agent			
			Dat
	EARNEST MO	ONEY RECEIPT	
Receipt of \$s acknowledged.	Earnest Money in the	e form of	
scrow Agent	Received by	Email Address	Date/Time
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ity	State	Zip	Fax
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			Date
scrow Agent	acknowledged.		
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scrow Agent ddress	Received by  State	Email Address  Zip	Phone
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# **Addendum to Unimproved Property Contract**

This Addendum to Unimproved Property Contract ("Addendum" and "Contract" respectively) for the sale of real property commonly known as 5500 Cirrus Road in Burleson, Johnson County, Texas, and more particularly described in the Contract, is by and between the Seller, the Burleson 4A Economic Development Corporation, a Texas economic development corporation ("Seller"), and Fourco Development Partners, LLC ("Buyer" whether one or more ), and is effective after signed by the parties subject to approval by the Board of the Seller and the City Council of the City of Burleson.

In consideration of the promises and mutual covenants contained in the Contract, the parties further agree in this Addendum as follows:

1. The Property described in Paragraph 2 of the Contract is more particularly described as follows:

LOT 1R1, BLOCK 7, HIGHPOINT BUSINESS PARK OF BURLESON, AN ADDITION IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED AT VOLUME 10, PAGE 734, DRAWER F, PLAT RECORDS, JOHNSON COUNTY REAL PROPERTY RECORDS.

2. Subject and in accordance with the terms and conditions set forth in this Contract, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this Contract are the consideration for the formation of this Contract. Seller will convey the Property and Buyer agrees to accept the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS". Accordingly, the deed conveying the Property to Buyer at closing shall be substantially in the same form as the deed attached to this Addendum as Attachment 1, incorporated herein for all purposes, which accurately reflects the agreement of the parties.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT AND THE WARRANTY OF TITLE CONTAINED IN THE DEED, BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SELLER OR ANY AGENT OR EMPLOYEE THEREOF REGARDING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ITS PHYSICAL CONDITION, ITS SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS COMPLIANCE WITH LAWS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR THE PRESENCE OR ABSENCE OF CHEMICALS, TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES THEREUPON, AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY LIMITED WARRANTIES CONTAINED HEREIN AND THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED TO BE DELIVERED AT THE CLOSING. BUYER SHALL ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS," "WITH ALL FAULTS" CONDITION, AND SELLER HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED. AFTER CLOSING SELLER SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER

WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT OR ANY CLOSING DOCUMENTS, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA OR OTHER INFORMATION DELIVERED BY SELLER TO BUYER IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY. BUYER ACKNOWLEDGES THAT IT IS A SOPHISTICATED REAL ESTATE INVESTOR WHO SHALL HAVE HAD, AS OF THE CLOSING DATE, OPEN ACCESS TO, AND SUFFICIENT TIME TO REVIEW, ALL INFORMATION, DOCUMENTS, AGREEMENTS, STUDIES AND TESTS RELATING TO THE PROPERTY THAT BUYER ELECTS TO CONDUCT, AND CONDUCT A COMPLETE AND THOROUGH INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ISSUES, IF ANY, AND SHALL CONDUCT SUCH TESTS, PRIOR TO THE CLOSING DATE, AND RECEIVE AND REVIEW SUCH INFORMATION AS BUYER SHALL REQUIRE IN THE COURSE OF ITS INVESTIGATION. BUYER SHALL UNDERTAKE SUCH INVESTIGATION AS SHALL BE REQUIRED TO MAKE BUYER FULLY AWARE OF THE CONDITION OF THE PROPERTY, INCLUDING THE ENVIRONMENTAL CONDITION OF THE LAND, AS WELL AS ALL FACTS, CIRCUMSTANCES AND INFORMATION WHICH MAY AFFECT THE USE AND OPERATION OF THE PROPERTY, AND BUYER COVENANTS AND WARRANTS TO SELLER THAT BUYER SHALL RELY, EXCEPT TO THE EXTENT OF SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREUNDER, OR IN ANY CLOSING DOCUMENTS, SOLELY ON BUYER'S OWN DUE DILIGENCE INVESTIGATION IN DETERMINING TO PURCHASE THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS CONTRACT WHETHER OR NOT INCORPORATED INTO THE DEED TO BE DELIVERED AT CLOSING.

- 3. Seller reserves and excepts from the conveyance of the Property all of Seller's right, title, and interest in and to all oil, gas, hydrocarbons, and other minerals, in and under and that may be produced from the Property. Accordingly, the deed conveying the Property to Buyer at closing shall be substantially in the same form as the deed attached to this Addendum as Attachment 1, incorporated herein for all purposes, which accurately reflects the agreement of the parties.
- 4. The redacted provisions in the Contract on page 4 (7.C., 7.E.), page 5 (9), page 6 (16), and page 9 (Broker Information) and all strikethroughs are intentional modifications to the Contract made by the parties.

## 5. Brokers and Commissions.

- a) Seller represents, warrants and covenants with Buyer that Seller has not dealt with any real estate agent or broker in connection with the transaction contemplated hereby. Seller shall indemnify Buyer against all claims, costs and liability arising from any broker or other person claiming any commission or similar compensation by, through or under Seller.
- b) Buyer represents, warrants and covenants with Seller that Buyer has not dealt with any real estate agent or broker in connection with the transaction contemplated hereby. Buyer shall indemnify Seller against all claims, costs and

liability arising from any broker or other person claiming any commission or similar compensation by, through or under Buyer.

The provisions of this Section shall survive the Closing or termination of the Contract.

- 6. Noting contained in the Contract shall be construed as a waiver of Seller's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to Seller by law, except to the extent expressly provided in the Contract.
- 7. This Contract is subject to the approval of the Board of Directors of the Seller and City Council of the City of Burleson, Texas. This Contract shall not be effective until such Contract is signed by the parties and approved by the Board of Directors of the Seller and the City Council of the City of Burleson, Texas.
- 8. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Contract. This Contract shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party.
- 9. In the event of a conflict between the Addendum and Contract, the terms of this Addendum shall control.

In witness whereof, the parties have executed this Addendum as the date the Addendum to Unimproved Property Contract was signed.

----- This space left intentionally blank. Signature pages follow. -----

# **SELLER**

Burleson 4A Economic Development Corporation A Texas economic development corporation				
Signature				
Printed Name				
Title				
Signed on the	day of	, 2023.		

# **BUYER:**

Fourco Development Partners, LLC

A Texas limited liability company

Title Signed on the  $\frac{7^{4n}}{1}$  day of  $\frac{1}{100}$  day of  $\frac{1}{10$ 

#### Attachment 1

# Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

# SPECIAL WARRANTY DEED

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF	& &	KNOW ALL MEN BY THESE TRESERVES.
("Grantor"), for and in consideration, the receased confessed, has GRANTED presents does GRANT, a T	ation ( eipt ar , BAR BA exas l	a Texas economic development corporation, of the amount of Ten Dollars (\$10.00) and other not sufficiency of which are hereby acknowledged RGAINED, SOLD and CONVEYED, and by these ARGAIN, SELL, and CONVEY unto imited liability company ("Grantee"), whose mailing
address is		, all of the real property described on
EXHIBIT A attached hereto, a	nd all	improvements located thereon (the "Property"),
subject only to the matters des	cribed	in <b>EXHIBIT B</b> attached hereto, to the extent the
same are validly existing and ap	plicab	le to the Property (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject however to the Permitted Exceptions.

Grantor hereby reserves and retains for itself, its legal representatives, successors and assigns forever, all of the oil, gas and other minerals which are owned by Grantor in and to the Property, including all rights and benefits relating to any existing and future leases of oil, gas and minerals (collectively, the "Minerals"). Grantor waives and relinquishes any right to enter upon or otherwise utilize any portion of the surface of the Property for the exploration, drilling, production or marketing of the Minerals. Notwithstanding the foregoing, Grantor's reservation of Minerals shall include the right to produce the Minerals, but only by directional drilling from lands other than the Property or by horizontal drilling, pooling or other techniques (whether presently known or later developed) which do not require entry or use of the surface of the Property.

EXCEPT FOR THE WARRANTY OF TITLE IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THAT AGREEMENT OF PURCHASE AND SALE, BETWEEN GRANTOR, AS GRANTOR, , 2023 (THE "CONTRACT"), GRANTOR AND GRANTEE. DATED EFFECTIVE ANY WARRANTY. **GUARANTY** SPECIFICALLY **DISCLAIMS** HEREBY REPRESENTATION, ORAL OR WRITTEN, EXPRESS OR IMPLIED, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE PROPERTY; INCLUDING BUT NOT LIMITED TO: (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT; (III) THE EXISTENCE OR NONEXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR RULES ENVIRONMENTAL LAWS. WITH APPLICABLE COMPLIANCE REGULATIONS; (IV) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY, INCLUDING WITHOUT LIMITATION, ZONING, ENVIRONMENTAL AND LAND USE LAWS AND REGULATIONS; (V) TAX CONSEQUENCES; (VI) OPERATING HISTORY OR PROJECTIONS; (VII) VALUATIONS; (VIII) THE TRUTH, ACCURACY OR COMPLETENESS OF THE ITEMS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF GRANTOR TO GRANTEE OR (IX) THE NATURE POSSESSION. RIGHT-OF-WAY. LEASE. EXTENT OF ANY RESERVATION, CONDITION OR LICENSE. ENCUMBRANCE. ENCUMBRANCE. GRANTEE ACKNOWLEDGES THAT IT WILL INSPECT THE PROPERTY AND GRANTEE WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED FOR OR ON BEHALF OF GRANTOR (INCLUDING WITHOUT LIMITATION ANY SURVEY AND ENVIRONMENTAL ASSESSMENT REPORT PREPARED BY A THIRD PARTY AND PROVIDED BY GRANTOR TO GRANTEE). GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF INDEPENDENT AND GRANTOR (1) HAS NOT MADE ANY SOURCES INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SALE OF THE PROPERTY IS MADE ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, ELIGIBILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2024 and subsequent years, there having been a proration of ad valorem taxes for the

current calendar year between Grantor and Grantee. Any taxes or assessments (plus any penalties and interest thereon) becoming due on the date hereof or thereafter for any year prior to, after, or including the year of the Closing because of a change in land usage or ownership of the Property shall be paid by Grantee and Grantee indemnifies and saves Grantor harmless from and against all claims, liabilities, losses, costs, and expenses (including attorneys' fees) relating to such taxes and assessments.

When the context requires, singular nouns and pronouns include the plural.

[signature page follows]

EXECUTED as of the	_ day of	, 2024.
		GRANTOR
STATE OF TEXAS	8	
COUNTY OF TARRANT	<i>6</i> 0 <i>6</i> 0	
This instrument was 2024,	_	ed before me on the day of,
[seal]	Notar	v Public in and for the State of Texas



# **City Council Regular Meeting**

**DEPARTMENT:** Economic Development

FROM: Alex Philips, Economic Development

MEETING: October 2, 2023

## **SUBJECT:**

Consider approval of a resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas (*Staff Contact: Alex Philips, Economic Development Director*)

# **SUMMARY:**

Foremark Development, also known as C&C Burleson, LLC., is under contract on property generally located at 425 Wilshire Blvd and Summercrest Blvd. The property is currently the site of the vacant China King Buffet. Formark desires to redevelop the entire 1.8 acre into a new retail building. The new building will be the home of four new-to-market businesses; Shipley Doughnuts, Black Rock Coffee, Brident Dental and a fourth tenant to be determined. In order for the site to be viable, considerable site improvements are needed. Foremark will be required to raze and clean the site including environmental cleanup, improve drainage through site, and reengineer access with a deceleration lane. Staff believes these site improvements will greatly decrease flooding, traffic impacts and clean up the aesthetics of the Wilshire corridor.

Foremark has requested \$300,000 in economic incentives to help accomplish the needed site improvements.

In order to receive the proposed incentives, Foremark will be required to adhere to the following conditions:

- Design and construct the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- Design and construct the Development in substantial conformance with the Concept Plan included in the agreement
- Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws
- Complete a zoning application and file with the City by December 31, 2023

- Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development no later than April 30, 2024
- Substantially Complete construction of the Development no later than December 31, 2024
- Make a minimum Capital Investment of no less than Four Million Dollars (\$3,000,000.00) in the Property no later than December 31, 2024
- Recruit to the Development at least two (2) new-to-market retail, office, or restaurant tenants, with both tenants receiving a certificate of occupancy in the Development no later than December 31, 2025
- Foremark shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein

As performance measures are met, TRC would receive the following incentives:

- Upon Substantial Completion of the deceleration lane, the Incentive due to TRC shall be a reimbursement of Foremark's expenses related to Foremark's construction of the Site Improvements up to One Hundred Fifty Thousand Dollars (\$150,000.00)
- Upon receipt of a Certificate of Occupancy from two (2) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to TRC shall be a reimbursement of Foremark's expenses related to Foremark's construction of the Site Improvements up to One Hundred Fifty Thousand Dollars (\$150,000.00)

# **OPTIONS:**

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

# **RECOMMENDATION:**

Staff recommends approving a Performance Agreement between the Burleson 4A Economic Development Corporation and C&C Burleson, LLC. for a development located at 425 SW Wilshire Blvd in Burleson, Texas

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

N/A

## **FISCAL IMPACT:**

## **STAFF CONTACT:**

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



Economic Development

# Project Bear Claw



# **Foremark Development Company**

- Approximately 1.8 acre site
- The building has been vacant for several years
- Old Jose's or China King



Developer will do the environmental and demolition of the site

# **Proposed Development**

- Developer is proposing 2 new to market sales tax users and a dental office.
  - Shipley Doughnuts
  - Black Rock Coffee
  - Brident Dental
  - TBD
- This site improvement would include the following:
  - Deceleration Lane
  - Environmental Cleanup
  - Drainage
  - Aesthetics
  - New to market users



# **Proposed Development & Incentives**

- Shipley's Do-Nuts
  - 20<sup>th</sup> DFW Location
  - Been in business since 1936
- Black Rock Coffee
  - 6<sup>th</sup> DFW Location
  - Each team finds ways to serve in their communities as part of their store.
- Brident Dental
- Fourth Tenant TBD





# **Incentive Proposal**

- EDC to provide a cash grant of \$150,000 once the deceleration lane is accepted and complete.
- EDC to provide a cash grant of \$150,000 once two sales-tax producing tenants receives their Certificate of Occupancy.



# **Foremark Development Company**

Project Name	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2043
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 20
САРЕХ	\$ 6,000,000.00	\$ 6,180,000.00	\$ 6,365,400.00	\$ 6,556,362.00	\$ 6,753,052.86	\$ 6,955,644.45	\$ 7,164,313.78	\$ 7,379,243.19	\$ 7,600,620.49	\$ 7,828,639.10	\$ 10,521,036.32
Appraised Value (70% of CAPEX)	\$ 4,200,000.00	\$ 4,326,000.00	\$ 4,455,780.00	\$ 4,589,453.40	\$ 4,727,137.00	\$ 4,868,951.11	\$ 5,015,019.65	\$ 5,165,470.23	\$ 5,320,434.34	\$ 5,480,047.37	\$ 7,364,725.42
Revenue											
Cumulative	\$ 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	\$ 92,638.90	\$ 124,498.93
Property Tax	\$ 30,240.00	\$ 31,147.20	\$ 32,081.62	\$ 33,044.06	\$ 34,035.39	\$ 35,056.45	\$ 36,108.14	\$ 37,191.39	\$ 38,307.13	\$ 39,456.34	\$ 53,026.02
Expenses											
Sales Rebate											
Site Improvements  Demo & Env.	\$ (150,000.00)	\$ (150,000.00)									
Annual	\$ (48,760.00)	\$ (45,722.80)	\$ 107,405.52	\$ 110,627.68	\$ 113,946.51	\$ 117,364.91	\$ 120,885.85	\$ 124,512.43	\$ 128,247.80	\$ 132,095.24	\$ 177,524.95
Cumulative		\$ (94,482.80)	\$ 12,922.72	\$ 123,550.40	\$ 237,496.91	\$ 354,861.82	\$ 475,747.67	\$ 600,260.10	\$ 728,507.90	\$ 860,603.14	\$ 2,420,356.71

- 10 YR Return 287%
- 20 YR Return 807%



# **Questions?**



 Approve the Performance Agreement with C&C Burleson, LLC.

 Deny the Performance Agreement with C&C Burleson, LLC.





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

This Performance Agreement (the "Agreement") is entered into as of September \_\_\_\_\_, 2023 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City ("BEDC"), by and through its Board President, and C&C Burleson, LLC, a Texas limited liability company ("Developer"), by and through its manager.

### WITNESSETH:

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

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

**WHEREAS**, Developer is the current owner of real property in the Wilshire Corridor commonly known as 425 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the "Property"); and

**WHEREAS**, Developer seeks to develop mixed-use facilities on the Property and greatly improve the drainage on the Property, especially along Wilshire Blvd, substantially modify the vehicular access to the Property from Wilshire Blvd, and greatly improve the walkability to and through the Property; and

**WHEREAS**, the Property is not owned or leased by any member of the Burleson City Council, any member of the BEDC Board, or any member of the City Planning and Zoning Commission; and

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

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

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

## ARTICLE 1. AUTHORIZATION

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

# ARTICLE 2. DEFINITIONS

- 2.01 The terms "<u>Agreement</u>," "<u>BEDC</u>," "<u>City</u>," "<u>Developer</u>," "<u>Effective Date</u>," "<u>Project</u>," and "<u>Property</u>," shall have the meanings provided, above.
- 2.02 "<u>Building Permit</u>" means the permit issued by the City's building official reflecting that Developer may commence with construction of the Development in conformance with appropriate municipal codes.
- 2.03 "<u>Capital Investment</u>" means and shall include all hard and soft costs incurred relating to the Development, including actual construction costs including costs of all site preparation, environmental remediation costs, demolition costs, buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials, architect fees, and engineering fees but shall not include financing costs for the Capital Investments, tenant finish out costs not reimbursed by the Developer to the tenants, insurance costs, marketing costs, the purchase price of the Property, offsite improvements, or costs reimbursed to Developer by the BEDC in the form of Incentives.
- 2.04 "Certificate of Occupancy" means the document issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.
- 2.05 "City Manager" means the city manager of the City.
- 2.06 "Concept Plan" means the plan depicted on Exhibit B.
- 2.07 "<u>Deceleration Lane</u>" means the turn lane from Wilshire Blvd that allows vehicular traffic to enter the Development as depicted on **Exhibit C**.
- 2.08 "<u>Development</u>" means the removal of the existing building on the Property and the construction of a new mixed-use building(s) on the Property of at least 8,014 square feet, of which a minimum of 3,600 square feet will be restaurant space, to contain restaurant

and retail locations and related site improvements, including the Site Improvements, to be constructed in general conformance with the Concept Plan.

- 2.09 <u>"Event of Bankruptcy"</u> means the dissolution or termination of Developer's existence as a going business, insolvency, appointment of receiver for any part of Developer's property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.
- 2.10 "<u>Incentives</u>" mean the combined contributions, monetary or otherwise, of the BEDC towards completion of the Development, as required by this Agreement.
- 2.11 "<u>Site Improvements</u>" means the improvements and permanent enhancements which are set forth in item numbers 3 through 7 of **Exhibit D**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.
- 2.12 "Substantially Complete" or "Substantial Completion" with regard to the Development means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy. "Substantially Complete" or "Substantial Completion" with regard to the Deceleration Lane means the date upon which the City or Texas Department of Transportation issues a Letter of Substantial Acceptance to the Developer for completion of the construction of the Deceleration Lane.

# ARTICLE 3.

The term of this Agreement shall commence on the Effective Date and will terminate five years following the date of issuance of the first Certificate of Occupancy for the Development.

# ARTICLE 4. IN GENERAL

4.01 <u>The Development</u>. It is the parties' intent to cooperate in the creation of a highend mixed-use development comprised of desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such

construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

- 4.02 <u>BEDC Participation</u>. The BEDC's obligations under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.
- 4.03 **Exhibits.** The Exhibits to this Agreement, incorporated herein for all purposes, are as follows:

Exhibit A - Property Description

Exhibit B – Concept Plan

Exhibit C – Deceleration Lane Depiction

Exhibit D - List of Site Improvements

# ARTICLE 5. COVENANTS OF DEVELOPER

- 5.01 <u>Covenants Regarding Developer Development and Operations</u>. In consideration of BEDC agreeing to pay Developer the Incentives in accordance with the terms, provisions and conditions of this Agreement, Developer agrees to the following, which are not obligations of Developer, but are duties that must be fulfilled in order to receive the Incentives, subject to Article 12 below:
- A. Design and construct the Development and Deceleration Lane in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- B. Design and construct the Development and Deceleration Lane in substantial conformance with the Concept Plan.
- C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
  - D. Intentionally Deleted.
- E. Complete any required zoning application and file with the City by December 31, 2023.

- F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development and Deceleration Lane no later than April 30, 2024; provided however, the obligation by Developer to commence construction shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.
- G. Substantially Complete construction of the Development and Deceleration Lane no later than December 31, 2024; provided however, the obligation by Developer described herein shall be abated for any period of time for delays caused by applicable governmental authorities beyond the reasonable control of Developer.
- H. Make a minimum Capital Investment of no less than Three Million Dollars (\$3,000,000.00) in the Property and Deceleration Lane no later than December 31, 2024.
- I. Recruit to the Development at least two (2) new-to-market retail or restaurant tenants, with both tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.
- J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.
- 5.02 <u>Verification of Capital Investment</u>. On or before February 15, 2025, Developer shall provide written verification to the BEDC that the Capital Investment made by Developer meets or exceeds the requirements set forth in this Agreement. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the Capital Investment made by Developer for the Development meets or exceeds the requirements of this Agreement.

# ARTICLE 6. COVENANTS AND INCENTIVES OF BEDC

- 6.01 <u>Incentives.</u> Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed Three Hundred Thousand Dollars (\$300,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:
- A. Upon Substantial Completion of the Deceleration Lane, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Deceleration Lane up to One Hundred Fifty Thousand Dollars (\$150,000.00); and

- B. Upon receipt of a Certificate of Occupancy from two (2) new-to-market retail or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to One Hundred Fifty Thousand Dollars (\$150,000.00).
- Verification of Completion of Milestone. Following the completion of a milestone specified in Section 6.01, Developer shall provide written notice of such completion to the BEDC and provide proof of costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Development meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Property during normal business hours that permits the BEDC to verify that the improvements made by Developer for the Development meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC, BEDC shall pay Developer the Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within 90 days.

# ARTICLE 7. REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the BEDC to authorize the

Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

# ARTICLE 8. AUTHORITY; COMPLIANCE WITH LAW

- 8.01 Developer hereby represents and warrants to the BEDC that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.
- 8.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.
- 8.04 Developer agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:
  - A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
  - B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
  - C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
  - D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.
- 8.05 By executing this Agreement, Developer warrants, agrees, verifies, and certifies that to the best of its knowledge and belief, no member of City Council, City Manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the

services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

## ARTICLE 9. TERMINATION.

- 9.01 <u>Termination</u>. This Agreement shall terminate at the expiration of the Term specified in Article 3 unless terminated earlier as follows:
  - (a) By written agreement of the Parties;
  - (b) On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party is in default and breaches any of the terms and conditions, or fails to meet any performance conditions, of this Agreement and such default is not cured within ninety (90) days after the nonbreaching Party sends notice to the breaching Party of such breach;
  - (c) On the date of termination set forth in a written notice by BEDC to Developer if Developer experiences an Event of Bankruptcy;
  - (d) On the date of termination set forth in a written notice by BEDC to Developer if Developer has delinquent ad valorem or sales taxes owed to the City (provided that Developer retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the BEDC sends notice to Developer;
  - (e) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
- 9.02 <u>No Additional Incentives Following Termination</u>. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01, then Developer shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to Developer.
- 9.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01(b) because Developer made any false representation or provided any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the BEDC any funds received by Developer related to such false representation or report from the date of termination. The terms set forth in this Section shall survive termination.

- 9.04 <u>Limitation of Liability.</u> Notwithstanding any provision of this Agreement to the contrary, in no event shall BEDC be liable to Developer for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.
- 9.05 <u>No Waiver.</u> No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the authorized representatives of the parties and approved by the City Council.

# ARTICLE 10. RIGHT OF OFFSET

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

# ARTICLE 11. VENUE AND GOVERNING LAW

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

# ARTICLE 12. FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced

herein, acts of God, unusually adverse weather or wet soil conditions, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

# ARTICLE 13. GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

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

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

# ARTICLE 14. ASSIGNMENT

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

# ARTICLE 15. INDEMNIFICATION

15.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND. INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 15.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS AND EMPLOYEES, THAT

**CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

# ARTICLE 16. MISCELLANEOUS MATTERS

- 16.01 <u>Time is of Essence</u>. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 <u>Agreement Subject to Law.</u> This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.
- 16.03 <u>Interpretation</u>. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 16.04 <u>Counterparts Deemed Original</u>; <u>Electronic Signatures</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.
- 16.05 <u>Captions</u>. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 <u>Complete Agreement</u>. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

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

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

Developer:

C&C Burleson, LLC

The Gild North

8350 N. Central Expressway, Suite 1313

Dallas, Texas, 75206 Attn: Chad DuBose

**BEDC:** 

Burleson 4A Economic Development Corp.

Attn: Board President 141 West Renfro Burleson, TX 76028

With a copy to:

E. Allen Taylor, Jr., City Attorney

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.

6000 Western Place

Suite 200

Fort Worth, TX 76107

With a copy to:

City Manager

City of Burleson, Texas

141 West Renfro Burleson, TX 76028

- 16.09 <u>Amendment.</u> This Agreement may only be amended by the mutual written agreement of the parties.
- 16.10 <u>Severability.</u> In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be

- substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.
- 16.11 Approval by the City Council Required. The BEDC's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

# BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

	By:
	Name: Title: Board President
	Date: September, 2023
STATE OF TEXAS COUNTY OF	
	dged before me on September, 2023, by sonally by me to be the Board President of the orporation, on behalf of said entity.
[Notary Seal]	
Notary Public	c. State of Texas

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

By:

Name: Chal DuBosE

Title: Manager

Date: September 26, 2023

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on September 2, 2023 by known personally by me to be the manager of C&C Burleson, LLC, on behalf of said entity.

LISA MARIE BUTLER
Notary ID #5293194
My Commission Expires
January 11, 2025

Notary Public, State of Texas

## **Exhibit A**

## **Property Description**

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

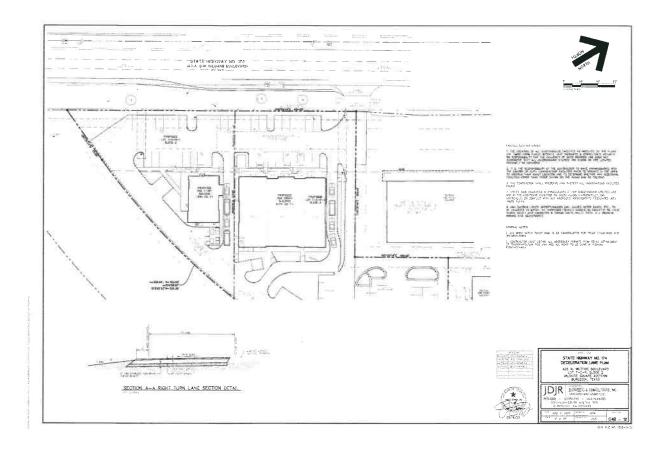
## Exhibit B

## Concept Plan



## Exhibit C

## **Deceleration Lane Depiction**



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## **Exhibit D**

## List of Site Improvements





#### **DEPARTMENT MEMO**

**DEPARTMENT:** City Manager's Office

FROM: Eric Oscarson, Deputy City Manager

MEETING: October 2, 2023

### **SUBJECT**

Consider approval of a resolution nominating candidates for the election of members to the Johnson County Central Appraisal District Board of Directors. (Staff Presenter: Eric Oscarson, Deputy City Manager)

### **SUMMARY:**

The term of service for the five members of the Johnson County Central Appraisal District's (JCCAD) Board of Directors are set to expire on December 31, 2023. The members of the Board are both nominated and appointed, by vote of the governing bodies of the taxing authorities within the county. Each taxing authority is provided the opportunity to submit up to five names for nomination, by resolution, to the Board, and nominations must be submitted to the Appraisal District on or before October 15, 2023. The Appraisal District will prepare a ballot listing the nominated candidates for consideration, and provide it back to each entity on or before October 30, 2023.

Each taxing authority is assigned a designated number of votes for the ballot, based on their percentage share of their portion of the tax levy within the district. Accordingly, the City of Burleson has been allocated 373 total votes for the Board of Directors election. Votes, by resolution, must be submitted to the Appraisal District on or before December 15, 2023. Votes may be apportioned amongst the nominees in any way as deemed appropriate by the taxing entities, however votes cast for someone not on the ballot will not be counted. The five candidates who receive the most votes will be elected to the Board of Directors. Board members serve two year terms, and the term for the newly elected members will run from January 1, 2024 – December 31, 2026. To be eligible to serve, the nominee(s) must have resided within the district for the previous two years.

Please note this action is for nomination purposes only, and will determine who appears on the ballot for consideration to the Board of Directors. As a reminder, the role and responsibility of the Board is to govern the appraisal district, hire the Chief Appraiser, and to adopt the annual budget for the district. The Board of Directors do not appraise property or make decisions affecting appraisal records.

In 2021, City Council opted to re-nominate both Byron Black and Toby Ford for election to the JCCAD Board of Directors. Both Mr. Black and Mr. Ford represented the City of Burleson as members of the City Council, with Mr. Black serving as both a Councilmember (1992 - 1998) and Mayor (1998 - 2004), and Mr. Ford serving as a Councilmember (1997 - 2001). In addition, Mr. Black has served on the JCCAD Board of Directors since 2001, and Mr. Ford has served since 2013.

### **OPTIONS:**

- Nominate up to five individuals to appear on the ballot for election to the JCCAD Board of Directors
- 2. Take no action

## **RECOMMENDATION:**

N/A

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

<u>November 11, 2019</u> – The City Council voted to apportion 189 votes to Byron Black and 188 votes to Toby Ford for election to the JCCAD Board of Directors.

No action was taken by the City Council to nominate candidates for the ballot for the JCCAD Board of Directors election 2019 – 2021 term.

<u>Ocotber4, 2021</u> - City Council voted to nominate Byron Black and Toby Ford to the JCCAD Board of Directors.

### **FISCAL IMPACT:**

None

### **STAFF CONTACT:**

Name: Eric Oscarson

Department: City Manager's Office

Email: eoscarson@burlesontx.com

Phone: 817-426-9837

# CANDIDATE NOMINATIONS

Johnson and Tarrant County Central Appraisal Districts



# BOARD OF DIRECTORS

General Information

## Make-up

- 5 Board Members for each District
- Elected by the taxing authorities within the district

## **Roles & Responsibilities**

- Hire the Chief Appraiser
- Govern the district
- Adopt the annual budget
- Does not appraise properties

## Term

- Serve two year terms, aligning with the calendar year
- Current terms expire December 31, 2023
- New terms run through January 1, 2024 December 31, 2026



# NOMINATION & ELECTION PROCESS

# Each taxing authority may nominate up to five members for inclusion on the election ballot

- Nominations due on or before October 15<sup>th</sup> for both Johnson and Tarrant County.
- Nominee(s) must have resided in the district for the previous two years to serve.

## Each taxing authority is allocated votes, based on their share of the tax levy

- City of Burleson may cast 373 votes for Johnson County and 6 in Tarrant County.
- Votes may be apportioned in any way
- Ballots to be provided by October 30th
- Votes due by December 15th

The five candidate receiving the highest number of votes are elected to the board (5,000 total votes)

## HISTORY

## **Tarrant County**

- In 2021, City Council did not nominate any candidates to be included on the ballot.
- In November 2021, council apportioned all 5 votes to Gary Losada.

## **Johnson County**

- In 2021, City Council nominated Byron Black and Toby Ford to be included on the ballot.
- In November 2021, council opted to send 192 votes to Byron Black, and 191 votes to Toby Ford. Both Mr.
   Black and Mr. Ford currently serve on the Johnson County Board of Directors since 2001 and 2013 respectively

## NEXT STEPS

- If council opts to participate in nominating candidates, those candidates need to be made in the motion before you tonight
- Staff will take the candidate information and submit the nominations to the Tarrant and Johnson County Central Appraisal Districts
- The official ballot will be sent back to the city and brought forward to the council in order to allocate votes for the candidates they are proposing to elect that have been listed on each ballot once they are finalized by the appraisal district

# OPTIONS



APPROVE

Nominate up to five individuals on the ballot for Johnson and Tarrant County Appraisal District Board of Directors



Take no action



## (SAMPLE RESOLUTION)

RESOLUTION BY	AFFIRMING THE
NOMINATION(S) FOR CANDIDA	ATE(S) FOR THE BOARD OF DIRECTORS
	L DISTRICT OF JOHNSON COUNTY,
TEXAS.	,
This is to affirm that	on this theday
of, 2023, did m	ove and approve the following nomination(s).
Furthermore, said candidate(s) is(a	re) eligible for election to the Board of Directors
of the Central Appraisal District of	Johnson County for the 2024-2025 term.
NOMINATION(S)	
VOTING FOR.	
<b>VOTING FOR:</b>	
<b>VOTING AGAINST:</b>	
Said resolution was moved and app	roved on this the day of
	023.
**	
Certified by:	Attest:
<del></del>	

## CENTRAL APPRAISAL DISTRICT

OF JOHNSON COUNTY

109 N Main St
Cleburne, TX 76033
Phone (817) 648-3000
Metro (817) 558-8100
Fax (817) 645-3105
www.johnsoncad.com
customerservice@johnsoncad.net



Board of Directors
Toby Ford, Chairman
Don Beeson, Vice Chairman
Brenda Webb, Secretary
Byron Black
Vance Castles
Scott Porter, Tax Assessor/Collector

Executive Director/Chief Appraiser
Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

**September 20, 2023** 

Mr. Tommy Ludwig, City Manager
City of Burleson
141 West Renfro St
Burleson, Texas 76028

Dear Mr. Ludwig:

An election will be held this coming December to determine who will serve on the Board of Directors for the Central Appraisal District of Johnson County for the years 2024 and 2025. The board consists of five members.

In accordance with Section 6.03(d) of the Texas Property Tax Code, we have calculated the number of votes to which each taxing unit in our district is entitled. As indicated on the calculation enclosed, City of Burleson is entitled to 373 votes. Please submit the name(s) of any nominee(s) (up to five persons), by resolution adopted by your governing body, to me on or before October 15, 2023. (A sample resolution is enclosed). Legislation prohibits nominations received after this date from appearing on the ballot.

I will then prepare a ballot listing the candidates, and deliver a copy of the ballot to you before October 30, 2023. Your governing body will then determine its vote by resolution and submit it to me on or before December 15, 2023. At that time I will count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results to you and to the candidates prior to December 31, 2023.

As you can see, timeliness is very important. Please let me know if you have any questions regarding this matter.

Sincerely

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

**Executive Director/Chief Appraiser** 

JH/jw

**Enclosures** 

## CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

## CALCULATION OF VOTES FOR ELECTION OF BOARD OF DIRECTORS FOR 2024-2025

TAXING ENTITY	2022 LEVY	PORTION OF TOTAL LEVY IN DISTRICT	X 1000 X 5 SEATS = NUMBER OF VOTES
CITY OF ALVARADO	3,353,538.72	0.0097	49
CITY OF BURLESON	25,702,485.58	0.0746	373
CITY OF CLEBURNE	17,818,519.74	0.0517	258
CITY OF CROWLEY	21,336.54	0.0001	1
CITY OF GODLEY	829,075.29	0.0024	12
CITY OF GRANDVIEW	810,797.22	0.0024	12
CITY OF JOSHUA	3,516,431.75	0.0102	51
CITY OF KEENE	2,544,936.74	0.0074	37
CITY OF MANSFIELD	6,528,561.27	0.0189	95
CITY OF RIO VISTA	269,663.52	0.0008	4
CITY OF VENUS	1,993,759.39	0.0058	29
ALVARADO ISD	23,041,073.31	0.0668	334
BURLESON ISD	58,122,864.34	0.1686	843
CLEBURNE ISD	46,473,010.06	0.1348	674
CROWLEY ISD	846,784.70	0.0025	12
GODLEY ISD	15,794,085.19	0.0458	229
GRANBURY ISD	884,600.43	0.0026	13
GRANDVIEW ISD	4,957,867.41	0.0144	72
JOSHUA ISD	27,165,740.45	0.0788	394
KEENE ISD	2,641,494.44	0.0077	38
MANSFIELD ISD	18,263,141.56	0.0530	265
RIO VISTA ISD	4,912,787.06	0.0143	71
VENUS ISD	7,063,432.08	0.0205	102
HILL COLLEGE	4,698,315.94	0.0136	68
JOHNSON COUNTY	66,496,342.73	0.1929	964
TOTAL ALL TAXING UNITS	344,750,645.46	1.0000	5000

NOTE: IT REQUIRES AT LEAST 834 VOTES TO SECURE ONE NOMINEE TO A POSITION ON THE BOARD.



#### **DEPARTMENT MEMO**

**DEPARTMENT:** City Manager's Office

FROM: Eric Oscarson, Deputy City Manager

MEETING: October 2, 2023

### **SUBJECT**

Consider approval of a resolution nominating candidates for the election of members to the Tarrant County Central Appraisal District Board of Directors. (Staff Presenter: Eric Oscarson, Deputy City Manager)

### **SUMMARY:**

The current two-year terms of the five voting members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2023. The first step in appointing voting members for the term beginning January 1, 2023 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, I have calculated and provide in the enclosed list the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The **next step** is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the **nominations may be** made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to me before October 15, 2023.

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2024. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. In consultation with your attorneys, please review the Property Tax Code and other applicable laws carefully for the details of those restrictions, including definitions of "substantial interest", "business entity", "deferred", "abated", and other terms used below and for the potential criminal consequences of violating certain restrictions. In summary, the Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has been an employee of the Tarrant Appraisal District at any time during the preceding three years;
- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022;
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;

- An individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in arrant County, if the relationship is within the 1<sup>st</sup> or 2<sup>nd</sup> degrees on the following chart;

### **Degrees of Consanguinity and Affinity**



• an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations, please include not only the full name of each candidate, but also his or her complete residence address and a current resume.

From timely submitted nominations, I will prepare and distribute before October 30<sup>th</sup> a ballot to each taxing unit entitled to participate in the appointment process.

The appointment process and schedule set out in Section 6.03 of the Property Tax Code may be summarized as follows:

before October 01, 2023	Chief Appraiser calculates numbers of votes and notifies taxing units
before October 15, 2023	Governing bodies of taxing units nominate candidates by resolution and send names to Chief Appraiser
before October 30, 2023	Chief Appraiser prepares ballot and sends it to taxing units
before December 15, 2023 for most taxing units but see the different requirements in section 6.03(k-1) that applies only to "each taxing unit entitled to cast at least five percent of the total votes", which in this appointment cycle means 250 or more votes on the enclosed list	Governing bodies of taxing units determine their votes by resolution and send submit votes to Chief Appraiser
before December 31, 2023	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 01, 2024	new term begins

### **OPTIONS:**

- 1. Nominate up to five individuals to appear on the ballot for election to the TCCAD Board of Directors
- 2. Take no action

### **RECOMMENDATION:**

N/A

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

N/A

### **FISCAL IMPACT:**

None

### **STAFF CONTACT:**

Name: Eric Oscarson

Department: City Manager's Office

Email: <u>eoscarson@burlesontx.com</u>

Phone: 817-426-9837

# CANDIDATE NOMINATIONS

Johnson and Tarrant County Central Appraisal Districts



# BOARD OF DIRECTORS

General Information

## Make-up

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# OPTIONS



Nominate up to five individuals on the ballot for Johnson and Tarrant County Appraisal District Board of Directors

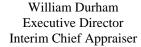


Take no action



#### RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS NOMINATING TO SERVE AS A VOTING MEMBER OF THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS; PROVIDING AN EFFECTIVE DATE. WHEREAS, the city of Burleson, Texas ("City"), is eligible to nominate voting member of the Tarrant Appraisal District Board of Directors; and WHEREAS, City after discussing issue. the believes the meets the eligibility requirements to serve as a voting member of the Tarrant Appraisal District Board of Directors and would serve admirably; NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF **BURLESON, TEXAS THAT: SECTION 1** The City of Burleson nominates to serve as a voting member of the Tarrant Appraisal District Board of Directors. **SECTION 2** This resolution shall become effective immediately upon its passage. SO RESOLVED, PASSED AND APPROVED this the day of , 20 by the City Council of the City of Burleson, Texas. Chris Fletcher, Mayor City of Burleson, Texas ATTEST: APPROVED AS TO FORM: Amanda Campos, City Secretary E. Allen Taylor, Jr., City Attorney





September 22, 2023

«Name» «Title» «Entity» «Address» «City», «State» «Zip»

RE: Nomination and Appointment to TAD Board of Directors

Dear «Salutation»:

The current two-year terms of the five voting members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2023. The first step in appointing voting members for the term beginning January 1, 2023 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, I have calculated and provide in the enclosed list the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The **next step** is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the **nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to me before October 15, 2023.** 

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2024. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. In consultation with your attorneys, please review the Property Tax Code and other applicable laws carefully for the details of those restrictions, including definitions of "substantial interest", "business entity", "deferred", "abated", and other terms used below and for the potential criminal consequences of violating certain restrictions. In summary, the Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has been an employee of the Tarrant Appraisal District at any time during the preceding three years;
- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022;
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;

- An individual who, directly or through a business entity in which he or she has a
  substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit
  that participates in the District, if the contract relates to the performance of any activity
  governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the
  business of appraising property for compensation for use in proceedings under the
  Property Tax Code or of representing property owners for compensation in proceedings
  under the Property Tax Code in arrant County, if the relationship is within the 1<sup>st</sup> or 2<sup>nd</sup>
  degrees on the following chart;

#### **Degrees of Consanguinity and Affinity**

1st	2nd	3rd
degree	degree	Degree
By Consanguinity  Parents  Children By Affinity  Spouses of relatives listed under first degree consanguinity  Spouse  Spouse's parents  Spouse's children  Stepparents  Stepchildren	By Consanguinity  Grandparents Grandchildren Brothers & sisters By Affinity  Spouses of relatives listed by second degree consanguinity Spouse's grandparents Spouse's grandchildren Spouse's brothers & sisters	By Consanguinity     Great grandparents     Great grandchildren     Nieces & nephews     Aunts & uncles By Affinity     No prohibitions

• an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations, please include not only the full name of each candidate, but also his or her complete residence address and a current resume.



Letter to Taxing Units Appointments to Board of Directors September 22, 2023

From timely submitted nominations, I will prepare and distribute before October 30<sup>th</sup> a ballot to each taxing unit entitled to participate in the appointment process.

The appointment process and schedule set out in Section 6.03 of the Property Tax Code may be summarized as follows:

before October 01, 2023	Chief Appraiser calculates numbers of votes and notifies taxing units
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before December 15, 2023 for most taxing units but see the different requirements in section 6.03(k-1) that applies only to "each taxing unit entitled to cast at least five percent of the total votes", which in this appointment cycle means 250 or more votes on the enclosed list	Governing bodies of taxing units determine their votes by resolution and send submit votes to Chief Appraiser
before December 31, 2023	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 01, 2024	new term begins

If you have any questions, please do not hesitate to call.

William Durham
Executive Director
Interim Chief Appraiser

WD:jw Enclosure CC: «CC1» «CC2»



#### TARRANT APPRAISAL DISTRICT

## Calculation of Taxing Entity Votes in 2023 for Appointment to Board of Directors

#### Per Section 6.03(d) of Texas Property Tax Code

	Votes
School Districts:	
Aledo ISD	5
Arlington ISD	453
Azle ISD	25
Birdville ISD	162
Burleson ISD	29
Carroll ISD	125
Castleberry ISD	16
Crowley ISD	134
Eagle Mountain/Saginaw ISD	189
Everman ISD	25
Fort Worth ISD	597
Godley ISD	1
Grapevine/Colleyville ISD	194
Hurst/Euless/Bedford ISD	196
Keller ISD	280
Kennedale ISD	22
Lake Worth ISD	18
Lewisville ISD	5
Mansfield ISD	221
Northwest ISD	155
White Settlement ISD	40
Total Schools Cities:	2,895
City of Arlington	194
City of Azle	6
City of Bedford	25
City of Benbrook	15
City of Blue Mound	1
City of Burleson	6
City of Colleyville	17
City of Crowley	9
City of Dalworthington Gardens	2
Edgecliff Village	1

City of Euless	25
City of Everman	3
City of Flower Mound	2
City of Forest Hill	7
City of Fort Worth	623
City of Grand Prairie	59
City of Grapevine	28
City of Haltom City	19
City of Haslet	4
City of Hurst	21
City of Keller	23
City of Kennedale	7
Town of Lakeside	1
City of Lake Worth	3
City of Mansfield	53
City of N. Richland Hills	37
Town of Pantego	2
City of Pelican Bay	1
City of Reno	0
City of Richland Hills	4
City of River Oaks	3
City of Roanoke	0
City of Saginaw	13
City of Sansom Park	2
City of Southlake	32
Town of Trophy Club	1
City of Watauga	10
Town of Westlake	3
City of Westover Hills	3
Westworth Village	2
City of White Settlement	9
orey or white sectionion	
Total Cities Other:	1,272
Total Cities other.	1,272
Tarrant County	526
Tarrant County College	307
Total Other	833
	033
Total All	5,000
	,



#### **City Council Regular Meeting**

**DEPARTMENT:** Public Works

FROM: Errick Thompson, Director of Public Works & Engineering

MEETING: October 2, 2023

#### **SUBJECT:**

Receive a report, hold a discussion, and provide staff with feedback on updates to the Water / Wastewater Masterplan and Mobility Plan and the Capital Improvements Program Advisory Committee's (CIPAC) recommendations for updates to impact fees (Staff Presenter: Errick Thompson, Director of Public Works& Engineering)

#### **SUMMARY:**

Staff will present an overview of the draft roadway and water/wastewater masterplans in preparation for tentative November 2023 adoption. In addition, the Council-appointed advisory committee's recommendations to the City Council for updating Roadway and Water/Wastewater Impact Fees will be presented.

Related items on the October 2, 2023, City Council Meeting Agenda asks that public hearings be called on November 13, 2023, to continue the process prescribed by state law for updating both the roadway and water / wastewater impact fees.

#### **OPTIONS:**

N/A

#### **RECOMMENDATION:**

N/A

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

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

Representatives of the development community received an overview of the CIPAC recommendations at a Developers Roundatable meeting held August 17, 2023.

#### **STAFF CONTACT:**

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

# Overview of Draft Infrastructure Masterplans and Capital Improvements Program Advisory Committee (CIPAC) Recommendations to City Council October 2, 2023



## Presentation Outline

#### **Overview of Draft Masterplans**

Water and Wastewater Mobility Plan

### **Overview of Impact Fees**

### **Capital Improvements Program Advisory Committee**

Role

Work to date

Recommendations to City Council

Section 1

# Water and Wastewater Masterplan Overview

Purpose

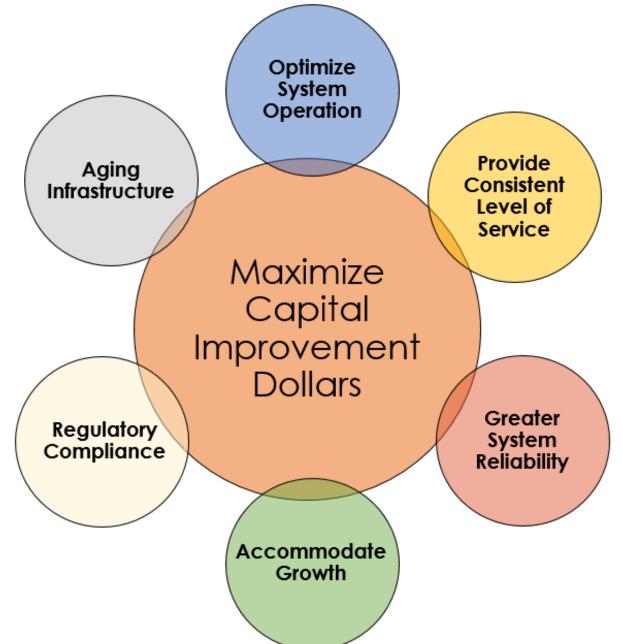
Land Use / Projected Growth

Water

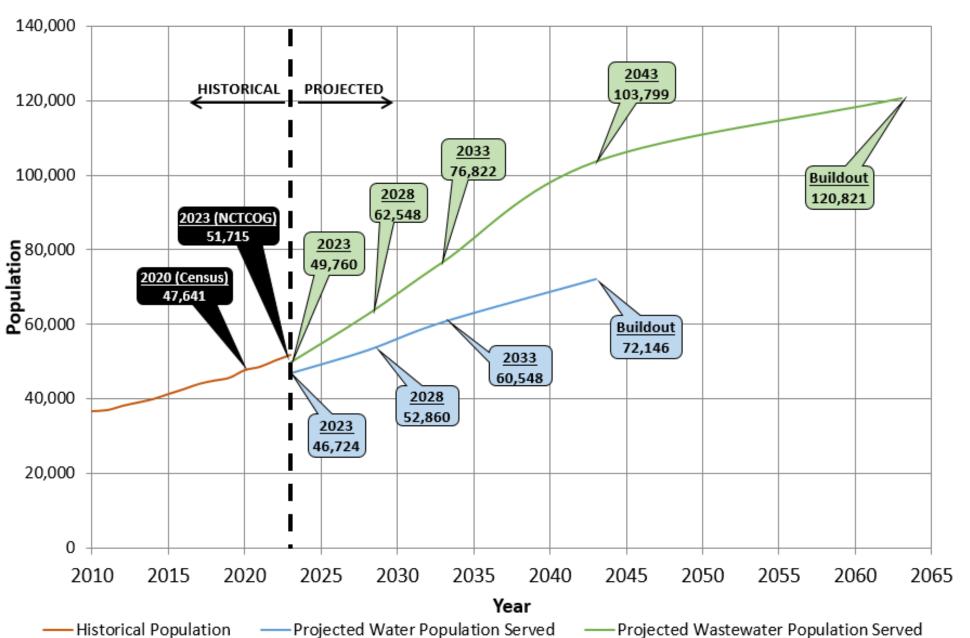
Wastewater

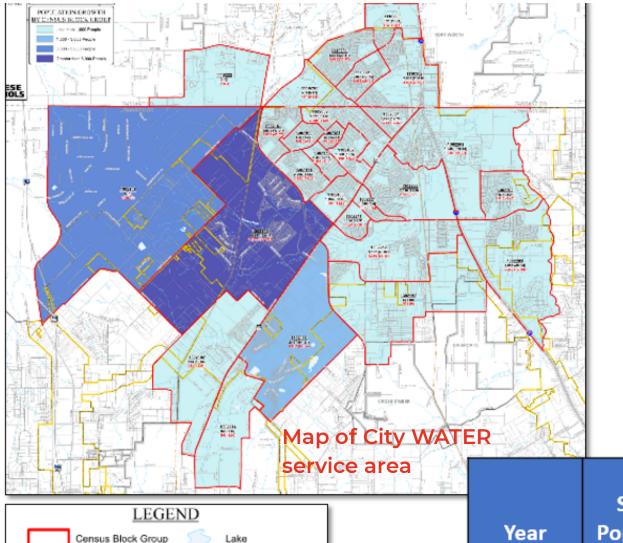
# MASTER PLAN GOALS AND DRIVERS

- Provide a roadmap for the future
- Identify existing system deficiencies and future needs
- Establish drivers for triggering CIP
- Master Plan CIP serves as the basis for the Impact Fee Eligible CIP



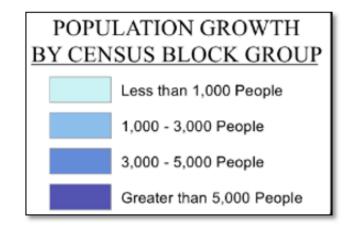
# POPULATION SERVED PROJECTIONS





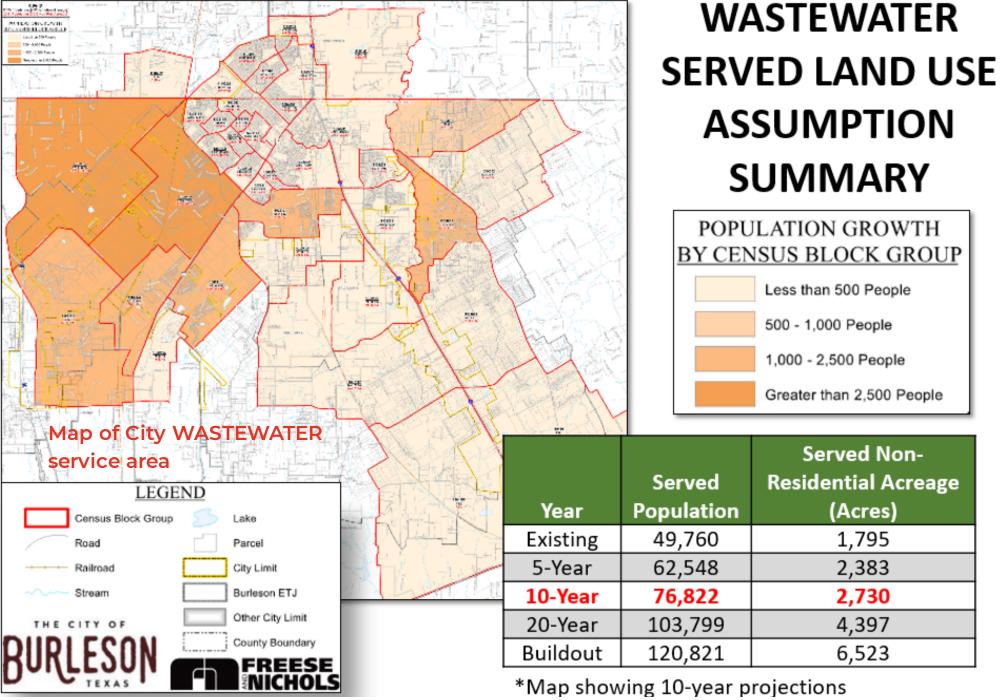
Parcel
City Limit
Burleson ETJ
Other City Limit
County Boundary

# WATER SERVED LAND USE ASSUMPTION SUMMARY



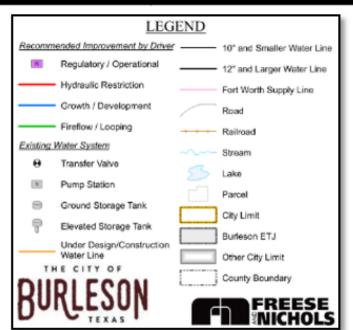
		Served Non-	
	Served	Residential Acreage	
Year	Population	(Acres)	
Existing	46,724	1,215	
5-Year	52,860	1,465	
10-Year	60,548	1,717	
Buildout	72,146	2,000	

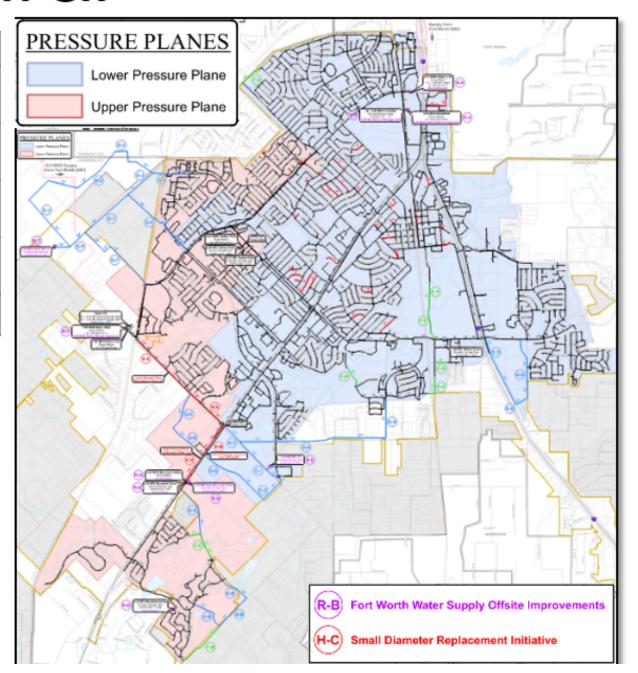
<sup>\*</sup>Map showing 10-year projections



# **WATER SYSTEM CIP**

Project Driver	Water CIP Cost	
Hydraulic	\$ 11,532,500	
Restriction	\$ 11,552,500	
Growth/	¢ 24 662 000	
Development	\$ 24,662,000	
Fire Flow/	Ć 4 027 000	
Looping	\$ 4,027,800	
Regulatory/	\$ 37,631,600	
Operational		
TOTAL	\$ 77,853,900	





## WATER CIP SUMMARY

## Regulatory/Operational Improvements

- Offsite Fort Worth water supply improvements
- Industrial Pump Station rehabilitation / expansion
- Hulen Pump Station added pumping capacity
- Additional Elevated Storage





# **WATER CIP SUMMARY - CONTINUED**

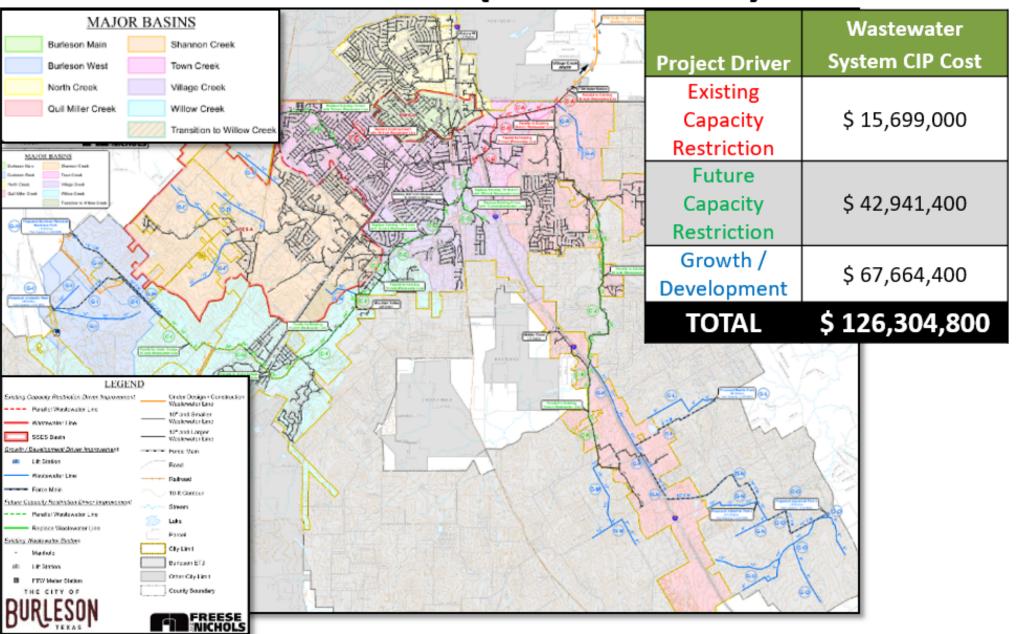
Hydraulic Restriction Improvements
 Hulen Street LPP 16-inch transmission main

Growth/Development Improvements
 Hyder Ranch extension





# **WASTEWATER CIP (BUILDOUT)**



## WASTEWATER CIP SUMMARY

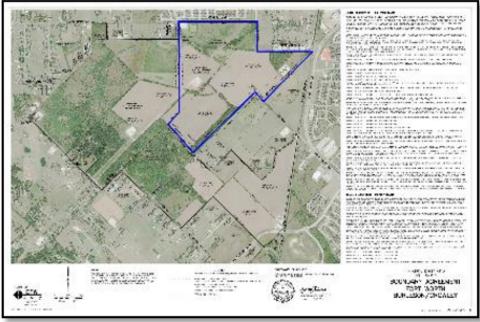
Hydraulic Restriction Improvements
 Village Creek Parallel Interceptor

Growth/Development Improvements

Chisholm Summit / Craftmasters / Hyder Ranch service

expansions





#### Section 2

# Mobility Plan Overview

Thoroughfares

Pedestrian Facilities

Bicycle Facilities

# What is the 2022 Mobility Plan?



## **Draft 2022 Mobility Plan:**

- Seeks to replace the "2015 Master Mobility Plan" (the last such plan adopted by Council)
- Retains and updates the "Thoroughfare Plan" component of the previous plan
- Provides a framework for and guidance on addressing multimodal including pedestrian, bicycle, trail, and roadway mobility needs across Burleson

# **Mobility Plan Document Outline**



- Chapter 1: Existing Conditions contains a brief analysis of the current state of Burleson's roadway network and demographic makeup.
- Chapter 2: Public Engagement depicts the engagement throughout the duration of this project.
- Chapter 3: Modeling and Mapping provides an in-depth overview of the travel demand modeling process
  conducted for the Mobility Plan.
- Chapter 4: Pedestrian Network summarizes the status of Burleson's current pedestrian network.
- Chapter 5: Bicycle and Trail Network reviews Burleson's current bicycle and trail network and summarizes the
  updates recommended using a prioritization methodology.
- Chapter 6: Implementation summarizes the multimodal priority list including roadway, pedestrian, and bicycle/trail projects, policy guides; and specific strategies and actions the City of Burleson can implement to follow through on the 2022 Mobility Plan's recommendations.

# Modeling

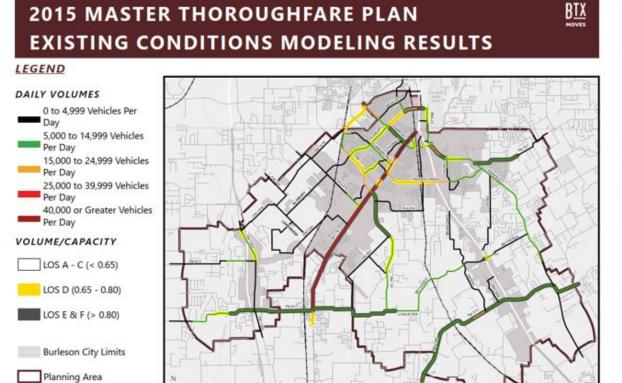


## Scenario Modeling Overview

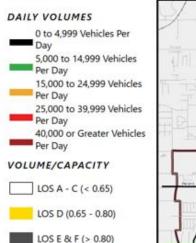
Scenario	Demographics Used	Roadways Used
Base Year Model	Existing (2020)	Previously adopted 2015 Master Mobility Plan
2015 Master Mobility Plan Build Out	Build Out Demographics	Previously adopted 2015 Master Mobility Plan
Build Out without ETJ Roads	Build Out Demographics	2022 Thoroughfare Plan with very limited ETJ roadway connections
2022 Thoroughfare Plan	Build Out Demographics	2022 Thoroughfare Plan with key ETJ connections added back in to the model

# Modeling: 2015 MTP





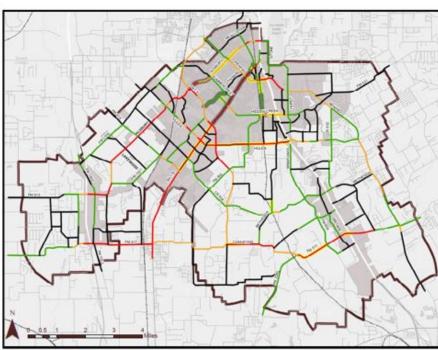
2015 MASTER THOROUGHFARE PLAN BUILD OUT MODELING RESULTS BTX MOVES



**Burleson City Limits** 

Planning Area

LEGEND



How congested will traffic be at build out based on 2015 Thoroughfare Plan roadways?

How congested is traffic today based on 2015 Thoroughfare Plan roadways?

# Modeling: 2015 MTP Build Out: LOS D – F Roads

Road Segment	Limits	Volume	Capacity	Volume/ Capacity	LOS
Alsbury Boulevard	FM 731/John Jones Drive to Summercrest Boulevard	29,900	30,000	0.99	E/F
Alsbury Boulevard	Summercrest Boulevard to Hemphill Street	24,100	30,000	0.80	D
SH 174/Wilshire Boulevard	FM 919 to FM 731/John Jones Drive	38,600	51,000	0.76	D
SH 174/Wilshire Boulevard	FM 731/John Jones Drive to IH-35W	48,100	51,000	0.94	E/F
Hulen Street	SH 174/Wilshire Boulevard to IH-35W	40,300	51,000	0.79	D
Renfro Street	SH 174/Wilshire Boulevard to Stone Road	36,100	51,000	0.71	D
Hidden Creek Parkway	Dobson Street to Hurst Road	23,400	30,000	0.78	D
FM 917	FM 2280 to FM 809	35,400	51,000	0.69	D
Dobson Street	Renfro Street to Hidden Creek Parkway	6,800	8,500	0.80	E/F

At build out, several corridors are projected to have significant congestion and traffic based on the 2015 Thoroughfare Plan roadways – additional thoroughfares will be needed

# Modeling: Key Recommendations



- Hulen Street is critical for east/west traffic
- 2. Lakewood Drive/Alsbury Boulevard will operate at an acceptable LOS as a fourlane divided facility
- North/south connection is needed. between FM 913 and FM 917
- North/south connection is needed. between Bethesda Road and FM 917 east of IH-35
- Fast/west connection is needed. between FM 731/John Jones Drive and Bethesda Road west of IH-35

### 2022 MASTER THOROUGHFARE PLAN BUILD OUT WITHOUT ETJ MODELING RESULTS



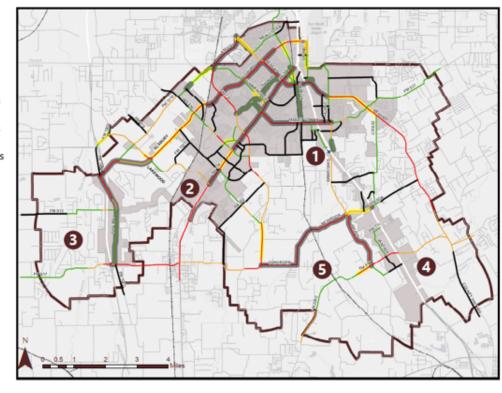
#### LEGEND

#### DAILY VOLUMES

- 0 to 4,999 Vehicles Per
- 5.000 to 14.999 Vehicles Per Day
- 15.000 to 24.999 Vehicles Per Day
- 25,000 to 39,999 Vehicles
- 40,000 or Greater Vehicles

#### VOLUME/CAPACITY

- LOS A C (< 0.65)
- LOS D (0.65 0.80)
- LOS E & F (> 0.80)
- Burleson City Limits
- Planning Area



# **Proposed Changes to the 2015 MMP**



#### **LEGEND**

#### **PROPOSED CHANGES**

2015 MMP Roadway

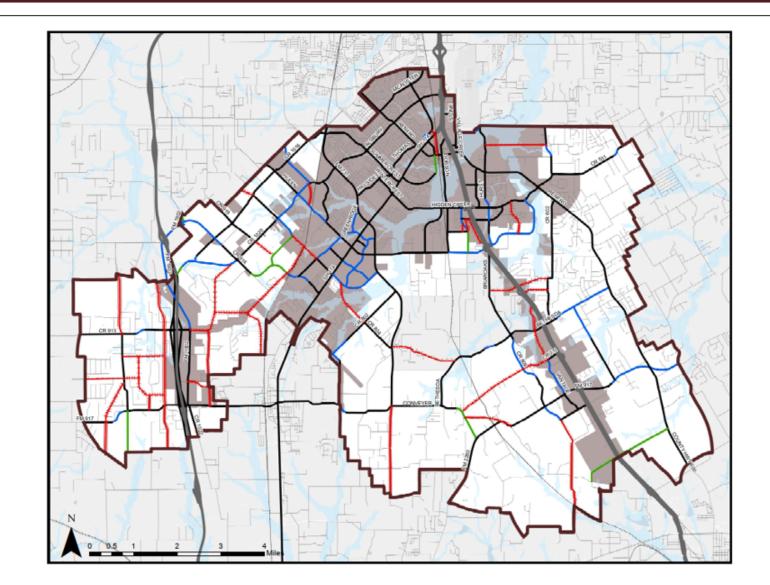
New New

Removed

Floodplains

Planning Area

Burleson City Limits



# **Alignment Evaluation**



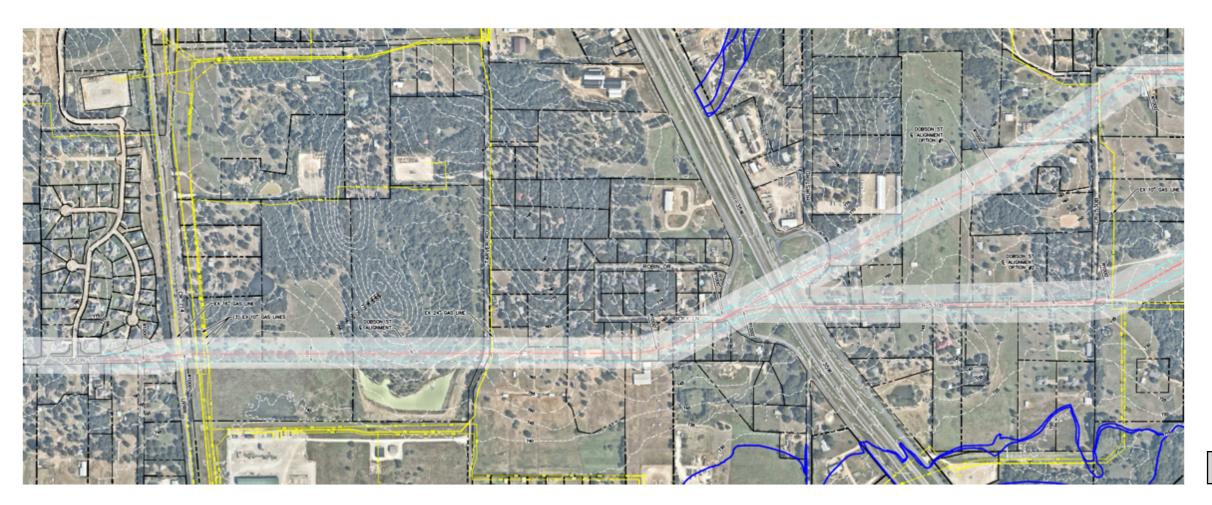
Segment	Roadway	Limits	
1	Lakewood Drive	From CR 1016 to Alsbury Boulevard	
2	Wicker Hill Road	SH 174/Willshire Boulevard to FM 731/John Jones Drive	
3	Greenridge Drive	From Hulen Street to Lakewood Drive	
4	Hidden Creek Parkway	From Renfro Street to Houston Street	
5	Alsbury Boulevard	From FM 731/John Jones Drive to Alsbury Court	
6	Hulen Street	From Dobson Street to Hidden Creek Parkway/CR 602*	
7	Hulen Street Bridge	BNSF Bridge Crossing	

Note: Not organized by priority

# **Example Alignment Evaluation**



### **Hulen Street**



# 2022 Thoroughfare Plan

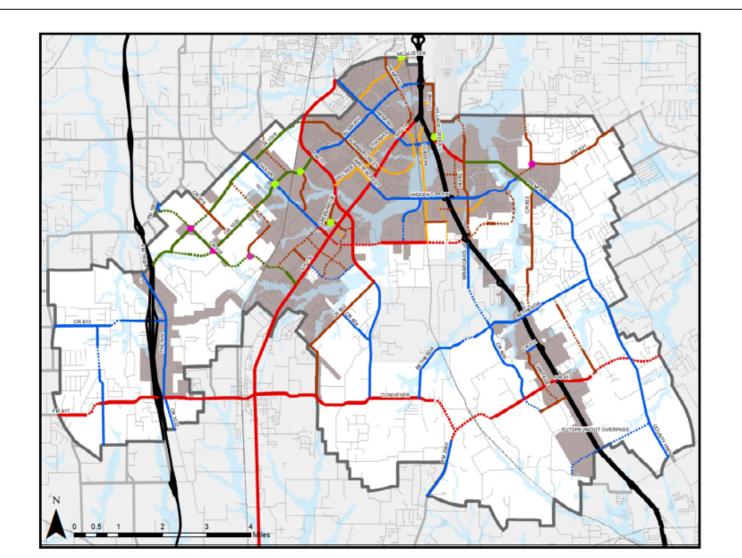


## LEGEND DAILY VOLUMES

- Freeway
- Principal Arterial
- Major Arterial
- Minor Arterial
- Major Collector
- Minor Collector

Dotted lines indicate a future facility

- Floodplains
- Planning Area
- Burleson City Limits
- Existing Roundabout
- Future Potential Roundabouts or Intersection Enhancements



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# **Priority Roadway Projects**



PRIORITY ROADWAY PROJECT NAME	PROJECT LIMITS	PROJECT LENGTH
Hulen Street Realignment/Construction	From SH 174/Wilshire Boulevard to Hidden Creek Parkway	1.57 miles
Alsbury Boulevard Reconstruction	From FM 731/John Jones Drive to Alsbury Court	1.63 miles
Lakewood Drive	From CR 1016 to Alsbury Boulevard	1.50 miles
Hidden Creek Parkway	From Renfro Street to Houston Street (Existing Road Ending)	0.45 miles
Greenridge Drive	From Hulen Street to Lakewood Drive	1.30 miles
Wicker Hill Drive	From SH 174/Wilshire Boulevard to FM 731/John Jones Drive	1.29 miles

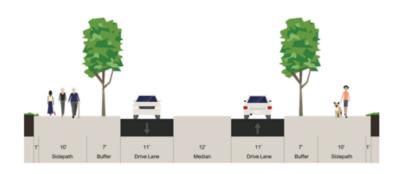
## **Cross Sections**



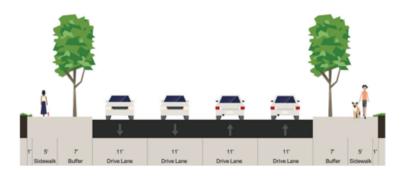
#### **Major Collectors**

- Typical reduced to two lanes (previously four)
- Four lane option still exists (where vehicles per day exceeds 15,000)

#### Major Collector - 70' ROW



#### Major Collector Four-Lane Option – 70' ROW



#### **Minor Collectors**

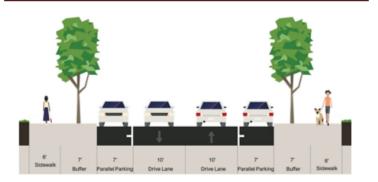
Context sensitive application

Two lanes, either with a median or parallel parking on either sides

#### Minor Collector - 60' ROW



#### Minor Collector with Parallel Parking – 60' ROW

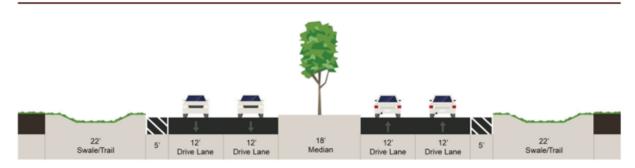


577

# **Cross Sections – Rural Context**



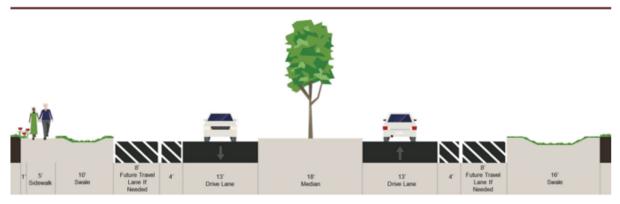
#### RURAL MAJOR ARTERIAL - 120' ROW



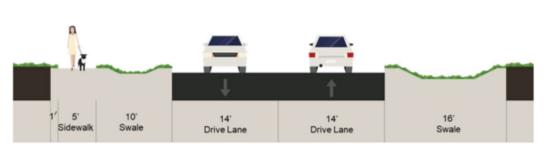
#### RURAL MAJOR COLLECTOR - 70' ROW



#### RURAL MINOR ARTERIAL - 100' ROW



#### RURAL MINOR COLLECTOR - 60' ROW



# **Priority Pedestrian Projects**



PRIORITY PEDESTRIAN PROJECT NAME	PROJECT LENGTH
Park Meadow Lane Sidewalk	0.49 miles
Rand Street/Newton Street/Cindy Lane Sidewalk	1.84 miles
Elk Drive Driveway Connection	0.21 miles
Clark Street Sidewalk	0.11 miles
Ellison Street Sidewalk	0.12 miles
Bransom Street Sidewalk	0.36 miles
Maple Avenue Sidewalk	0.17 miles
Vaughn Drive Sidewalk	0.58 miles
Hollow Creek Road Sidewalk	0.37 miles
Renfro Street Sidewalks	0.38 miles
Elk Drive Sidewalk	0.49 miles
FM 1902/CR 910 Sidewalks	0.47 miles

# **Priority Bicycle Projects**



PRIORITY BICYCLE/TRAIL PROJECT NAME	PROJECT LENGTH
Stone Road Shared Use Path	0.42 miles
Village Creek Trail Extension Shared Use Path	0.42 miles
Shannon Creek Trail Extension (North) Shared Use Path	0.8 miles
Shannon Creek Trail Extension (South) Shared Use Path	1.12 miles
Heberle Park Trail Shared Use Path	0.09 miles
Johnson Avenue/Tarrant Avenue/Miller Street Shared Use Path	0.34 miles
Hurst Road Shared Use Path	0.78 miles
Hemphill Street On-Street Bicycle Lane*	0.41 miles
Alsbury Boulevard Shared Use Path*	3.15 miles
Hulen Street Shared Use Path*	1.71 miles
Alsbury Boulevard Shared Use Path*	2.12 miles
Lakewood Drive/CR 914 Shared Use Path*	2.41 miles

<sup>\*</sup>Project falls on a Thoroughfare Plan roadway. These projects will be completed simultaneously when the Thoroughfare Plan project is constructed.

#### Section 3

# CIPAC Recommendations

State Law

**Recent Collections** 

New Advisory Committee

Committee Recommendations

"Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.

- Chapter 395, Texas Local Government Code

### Chapter 395, Texas Local Government Code



- Establishes specific requirements for adoption of impact fees
  - Adopt land use assumptions
  - ✓ Adopt capital improvements plan
  - ✓ Establish "service units" using mathematical calculation
- Establishes procedures for adopting fees (notice, public hearings, appointed advisory committee, etc.)
- Establishes specific requirements for collection of impact fees (assessed when plat is recorded, collected at building permit issuance or connection to water/sewer system)
- Allows impact fees for water, sewer, drainage, and roadways (Burleson does not assess drainage impact fees)

### Burleson Collections Snapshot

Impact Fee Collections totaled \$10,417,436 between March 2019 and mid-September 2023



<sup>\*</sup>Does not include Fort Worth Impact Fees

# Capital Improvements Program Advisory Committee (CIPAC)

March 2023: City Council appointed new and expanded CIPAC of eight members

#### Alexa Boedeker

Chairwoman

Place 7 - Real Estate

#### **Michael Humphries**

Vice-chairman

Place 5 - Engineering /
Development

#### Jared Wesley

Place 1 - Engineering /
Development

#### **Justin French**

Place 2 - Urban / Regional Planning

#### **Martin Scott**

Place 3 - Development

#### **James Wood**

Place 4 - Real Estate

#### Mike Perdue

Place 8 - Real Estate / Finance (ETJ)

#### **Trent Baker**

Place 9 - Real Estate (ETJ)

Melanie McAnally was appointed to fill Place 6 on September 9, 2023.



## **Scope** of the CIPAC

- File semi-annual reports on impact fee programs
- Review analyses of consultants responsible for impact fee studies at least every five years

Land Use Assumptions
Impact Fee Capital Improvement Programs

Calculated Maximum Assessable Fees

 Provide recommendations to City Council for updates to impact fees

### CIPAC Meetings

The new committee held five public meetings since April to thoroughly review topics in preparation for developing their recommendations to City Council

- Legal overview and framework for impact fees in Texas
- Land Use Planning and the Burleson Midpoint Update to the Comprehensive Land Use Plan
- Burleson infrastructure masterplans
- Previous semi-annual reports on the roadway, water, and wastewater impact fee reports
- 2023 Roadway Impact Fee Study by Kimley-Horn and Associates, Inc.
- 2023 Water / Wastewater Impact Fee Study by Freese and Nichols, Inc.



# Individual Sentiments Expressed During CIPAC Deliberations on Recommendations

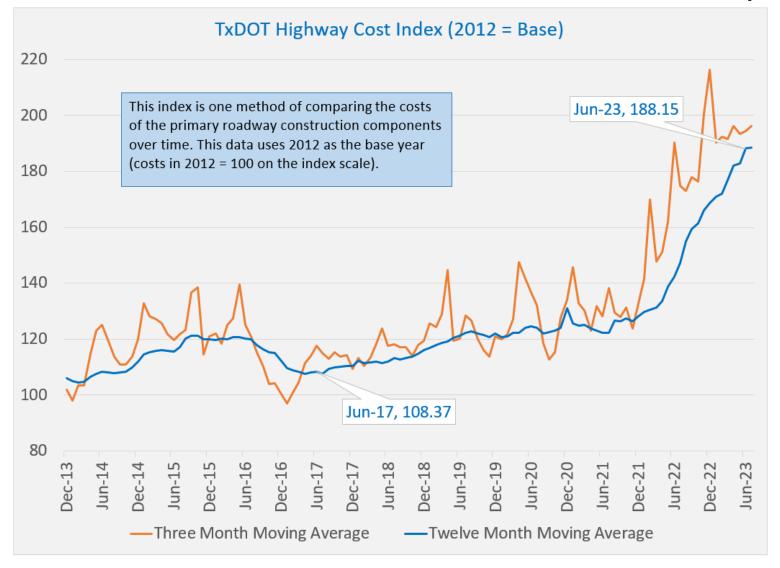
Gur recommendations need to be reflective of the current economy recognizing construction cost increases since the 2017 study.

"Given that approximately \$10m in total impact fees (roadway, water, and wastewater) was collected over the previous four years, the recommended fees should increase and we should suggest that the City Council make the new fees effective as soon as possible.

"The goal of the impact fees is to have development pay its fair share of infrastructure costs to support the development. Given that we can't consider 50% of the eligible project costs per state law, impact fees are already discounted even if we recommend the maximum.

"If fees are not increased, it could put us further behind in regards to building the infrastructure for future growth.

#### Public Infrastructure Construction Continues to Get More Expensive



# Current and **CIPAC-Recommended**Roadway Impact Fees

Service	Maximum Allowable Fee Current / <b>Recommended</b> Assessed F			essed Fees
Area	(2017 Study / <b>2023 Study</b> )	Residential	Non-residential	Industrial
Α	\$771 / <b>\$1,632</b>	\$408 / <b>\$1,632</b>	\$300 / <b>\$1,632</b>	\$200 / <b>\$1,632</b>
В	\$657 / <b>\$703</b>	\$408 / <b>\$703</b>	\$300 / <b>\$703</b>	\$200 / <b>\$703</b>
С	\$1,152 / <b>\$1,954</b>	\$408 / <b>\$1,954</b>	\$300 / <b>\$1,954</b>	\$200 / <b>\$1,954</b>
D	\$976 / <b>\$1,365</b>	\$408 / <b>\$1,365</b>	\$300 / <b>\$1,365</b>	\$0 / <b>\$1,365</b>

Fees are per service unit

# Current and CIPAC-Recommended Water and Wastewater Impact Fees

Wate	er	Wastev	vater
Max Allowable Fees 2017 Study / 2023 Study Assessed Fees Current / Recommended		Max Allowable Fees 2017 Study / <b>2023 Study</b>	Assessed Fees Current / Recommended
\$2,624 / <b>\$2,492</b>	\$2,624 / <b>\$2,492</b>	\$1,312 / <b>\$1,731</b>	\$1,312 / <b>\$1,731</b>

Water and Wastewater Impact Fees are calculated for a 5/8" meter

# Current Service Unit Equivalent Max Allowable Water and Wastewater Impact Fees

		Current Rates	at Max Allowable	
Meter Size	Service Unit Equivalent	Water Impact Fee City of Burleson - Maximum Allowable	Wastewater Impact Fee City of Burleson - Maximum Allowable	Combined Total
5/8"	1	\$2,624	\$1,312	\$3,936
3/4"	1.5	\$3,936	\$1,968	\$5,904
1"	2.5	\$6,560	\$3,280	\$9,840
1 1/2"	5	\$13,120	\$6,560	\$19,680
2"	8	\$20,992	\$10, <mark>49</mark> 6	\$31,488
3"	16	\$41,984	\$20,992	\$62,976
4"	25	\$65,600	\$32,800	\$98,400
6"	50	\$131,200	\$65,600	\$196,800
8"	80	\$209,920	\$104,960	\$314,880
10"	115	\$301,760	\$150,880	\$452,640

# CIPAC Recommended Service Unit Equivalent Max Allowable Water and Wastewater Impact Fees

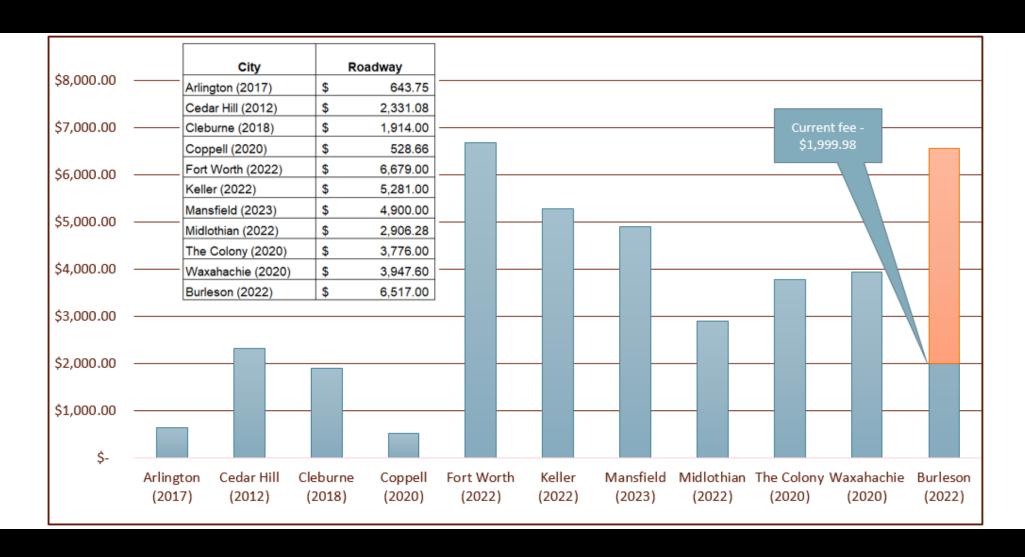
		CIPAC Recommended Rates			
Meter Size	Service Unit Equivalent	Water Impact Fee City of Burleson - Maximum Allowable	Wastewater Impact Fee City of Burleson - Maximum Allowable	Combined Total	
5/8"	1	\$2,492	\$1,731	\$4,223	
3/4"	1.5	\$3,738	\$2,597	\$6,335	
1"	2.5	\$6,230	\$4,328	\$10,558	
1 1/2"	5	\$12,460	\$8,655	\$21,115	
2"	8	\$19,936	\$13,848	\$33,784	
3"	16	\$39,872	\$27,696	\$67,568	
4"	25	\$62,300	\$43,275	\$105,575	
6"	50	\$124,600	\$86,550	\$211,150	
8"	80	\$199,360	\$138,480	\$337,840	
10"	115	\$286,580	\$199,065	\$485,645	

# Different between Current and CIPAC Recommended Max Allowable Water and Wastewater Impact Fees

Meter Size	Service Unit Equivalent	CIPAC Recommended W/WW Impact Fee Combined Total	Current Rates W/WW Impact Fee Combined Total	Difference
5/8"	1	\$4,223	\$3,936	\$287
3/4"	1.5	\$6,335	\$5,904	\$431
1"	2.5	\$10,558	\$9,840	\$718
1 1/2"	5	\$21,115	\$19,680	\$1,435
2"	8	\$33,784	\$31,488	\$2,296
3"	16	\$67,568	\$62,976	\$4,592
4"	25	\$105,575	\$98,400	\$7,175
6"	50	\$211,150	\$196,800	\$14,350
8"	80	\$337,840	\$314,880	\$22,960
10"	115	\$485,645	\$452,640	\$33,005

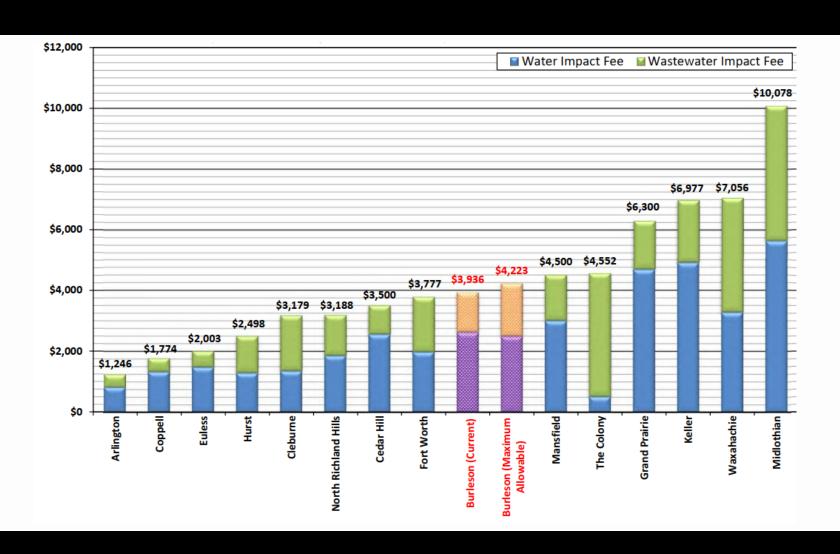
## Roadway Impact Fee Benchmarking

For a Single-family Residence - Assessed Fees Shown



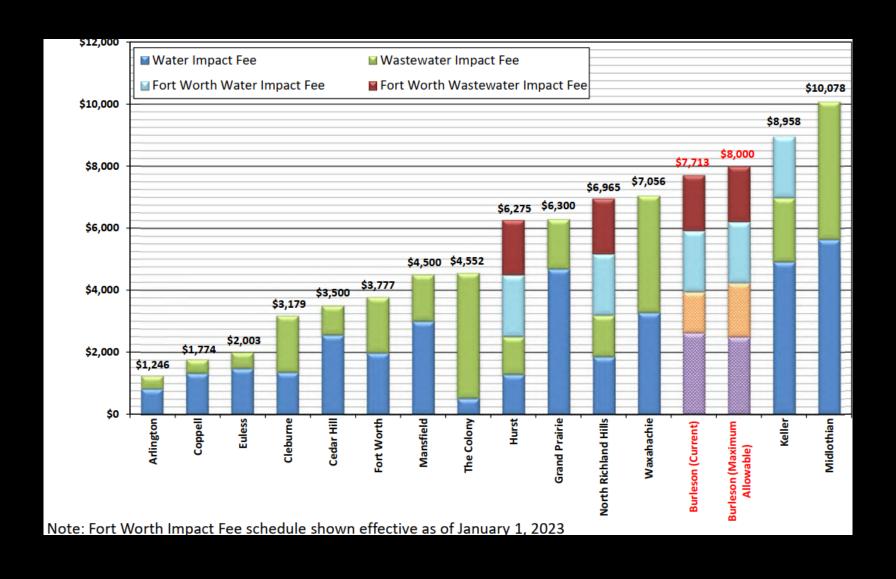
## Water / Wastewater Impact Fee Benchmarking

For a Single-family Residence - Assessed Fees Shown (except Burleson 2023 Max Allowable)



## Water / Wastewater Impact Fee Benchmarking

For a Single-family Residence Including Fort Worth Pass Through Impact Fees



# Capital Improvements Program Advisory Committee and Fee Update Timeline and Next Steps



QUESTIONS AND DISCUSSION





#### **Capital Improvements Program Advisory Committee**

June 28, 2023

The Honorable Mayor and City Council City of Burleson 141 W. Renfro Street Burleson, TX 76028-4296

#### **RE: Recommendation Regarding Changes to Impact Fees**

#### Dear Mayor and Councilmembers:

Since our appointments by City Council in March, the Capital Improvements Program Advisory Committee (CIPAC) has worked diligently with staff to get acclimated to our role and prepare to present recommendations on the City's impact fee programs for roadways and water and wastewater.

Since April, the CIPAC has held five public meetings that provided opportunities for us to hear presentations from and ask questions of City staff, the City Attorney, Kimley-Horn and Associates, Inc., the City's consultant for the Roadway Impact Fee Program, and Freese and Nichols, Inc., the City's consultant for the Water and Wastewater Impact Fee Program.

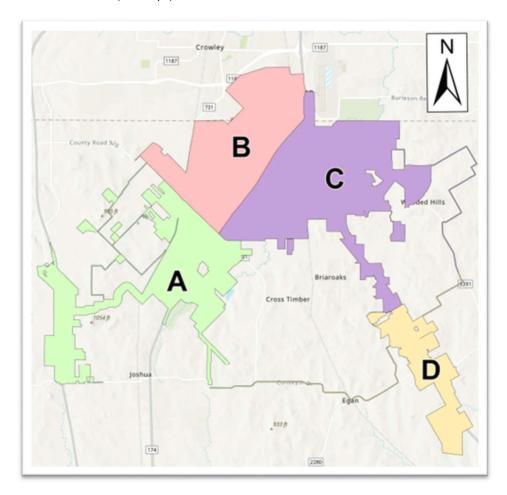
These meetings provided a thorough review of the updated land use assumptions and capital improvements plans necessary for calculating assessable impact fees per service unit as prescribed by Chapter 395 of the Texas Local Government Code.

At our June 22, 2023 meeting, we discussed and agreed that:

- > The City of Burleson should continue to impose impact fees as a means of development contributing in a meaningful way to the cost of infrastructure needed to support the new development.
- ➤ The methodologies used by the respective consultants for calculating updated maximum assessable fees are consistent with Chapter 395 of the Texas Local Government Code.
- ➤ The 10-year growth projections for the two impact fee programs are reasonable.
- ➤ The respective Impact Fee Capital Improvements Plans for both programs include only costs attributable to new development over the 10-year periods and are reasonable.
- ➤ The updated project costs are more reflective of the current economy and construction cost increases experienced since the previous study was conducted in 2017.

After careful review and consideration, and by a unanimous vote, the committee encourages and recommends the Burleson City Council:

**1.** Adopt the 2023 Roadway Impact Fee Study that calculated new *Maximum Assessable Fees* of \$1,632 for Service Area A, \$703 for Service Area B, \$1,954 for Service Area C, and \$1,365 for Service Area D.



2. Assess Roadway Impact Fees effective October 1, 2023, at 100% of the Maximum Assessable rate for each Service Area as shown in the table below.

Service	Maximum Allowable Fee	Current / I	Recommended Ass	essed Fees
Area	(2017 Study / <b>2023 Study</b> )	Residential	Non-residential	Industrial
Α	\$771 / <b>\$1,632</b>	\$408 / <b>\$1,632</b>	\$300 / <b>\$1,632</b>	\$200 / <b>\$1,632</b>
В	\$657 / <b>\$703</b>	\$408 / <b>\$703</b>	\$300 / <b>\$703</b>	\$200 / <b>\$703</b>
С	\$1,152 / <b>\$1,954</b>	\$408 / <b>\$1,954</b>	\$300 / <b>\$1,954</b>	\$200 / <b>\$1,954</b>
D	\$976 / <b>\$1,365</b>	\$408 / <b>\$1,365</b>	\$300 / <b>\$1,365</b>	\$0 / <b>\$1,365</b>

- **3.** Adopt the 2023 Water and Wastewater Impact Fee Study that, based on the 5/8" meter and Equivalent Service Unit, calculated:
  - > A new Maximum Allowable Water Impact Fee of \$2,492
  - ➤ A new Maximum Allowable Wastewater Impact Fee of \$1,731
- 4. Assess Water and Wastewater Impact Fees as follows effective October 1, 2023:
  - Continue to assess Water Impact Fee at 100% of Maximum Allowable
  - Continue to assess Wastewater Impact Fee at 100% of Maximum Allowable

Water		Wastewater		Combined Total		
Max Allowa 2017 St <b>2023 S</b>	udy /	Assessed Fees Current / Recommended	Max Allowable Fees 2017 Study / 2023 Study	Assessed Fees Current / Recommended	Current	Recommended
\$2,62 <b>\$2,4</b>		\$2,624 / <b>\$2,492</b>	\$1,312 / <b>\$1,731</b>	\$1,312 / <b>\$1,731</b>	\$3,936	\$4,223

These recommendations are made with the following in mind:

- New maximum allowable fees are competitive with those of peer cities in the region.
- > The recommended assessed fees avoid increasing property tax burden on resident property owners and provide for more equitable funding for growth-based infrastructure.
- > The updated capital project costs are more in-line with current economy and are reflective construction cost increases over the last few years in particular.
- > State law exempts 50% of growth costs from the Maximum Assessable Fee calculation. As a result, assessed impact fees automatically underfund projects in the corresponding capital plans.
- > The recommended assessed fees better distribute overall costs between residential and commercial developments.

The CIPAC appreciates the opportunity to serve the City of Burleson in this important advisory capacity. We look forward to continuing our work as we resume semi-annual reviews of both the roadway and water/wastewater fee programs and filing semi-annual reports as required this fall. Please let me know if you have any questions or require additional information from the committee.

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Sincerely,

Alexa Boedeker

Chairwoman, Capital Improvements Program Advisory Committee

(Real Estate)

Place 5, Vice-Chairman

Justin French

(Place 2

James Wood Place 4

Place 9

(Real Estate / ETJ)

Place 1

Martin Scott

Place 3

Mike Perdue

Place 8

(Real Estate / ETJ)