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

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

1. CALL TO ORDER

Invocation - Kevin Walkowiak, Pastor of Burleson Adventist Church

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- A Proclamation of the "North Texas Community Cleanup Challenge" for the months of March, April and May 2023. *(Presenter: Lisa Duello, Director of Neighborhood Services and Keep Burleson Beautiful)*

- A Proclamation recognizing the "1st Annual Toys for Tots Annual Collection" at Chisenhall Park on November 30, 2022. *(Presenter: Jack Mattson, Longhorn Detachment 1069, Marine Corps League)*

B. Presentations

- Recognition of Mrs. Hannigan's 3rd grade class at the Academy at Nola Dunn for their donation to the Burleson Animal Shelter. *(Presenter: Council member Victoria Johnson)*

- The Longhorn Detachment #1069, Marine Corp League, certification of appreciation for Jessica Martinez helping with Toys For Tots. *(Presenter: Commandant Thomas Reyes)*

C. Community Interest Items

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

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

3. CHANGES TO POSTED AGENDA

- A. Items to be continued or withdrawn.
- B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

4. CITIZENS APPEARANCES

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

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

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

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

5. CONSENT AGENDA

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

- A. Consider approval of the minutes from the February 6, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).
- B. Consider approval of a minute order appointing new voting members to the Mayor's Youth Council to fill unexpired terms of 2022-2024. (*Staff Contact: Amanda Campos, City Secretary*).
- C. Consider approval of a contract with Rockdale Country Ford for the purchase of a Library Van using a cooperative purchasing agreement with BuyBoard in the amount of \$118,770.25 (*Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works*)
- D. Consider approval of a contract for the purchase of four (4) service trucks with Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$250,693.00. (*Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works*)
- E. Consider approval of a contract for the purchase of two (2) replacement pieces of equipment with Bobcat of North Texas – Fort Worth through the BuyBoard Cooperative in the amount of \$147,058.75. (*Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works*)
- F. Consider approval of a resolution authorizing sponsorship of proposed public events for calendar year 2023 in accordance to Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

6. DEVELOPMENT APPLICATIONS

- A. 2500 SW Hulen St (TOD Mixed-Use) (Case 22-131):** Continue the public hearing and consider an ordinance for a zoning change request from "PD" Planned Development district, to "PD" Planned Development district, to allow for retail and single-family attached residential development on 35.20 acres. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote) (Public hearing continued from the January 23, 2023 City Council meeting) (The applicant has requested this item to be continued to the March 20th regular meeting)*
- B. 500 CR 1021 (Case 22-164):** Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agriculture to "SFE" Single-family estate district. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

7. GENERAL

- A.** Consider approval of a contract with Hellas Construction, Inc. for the conversion of Arabian infield at Chisenhall Fields to synthetic turf through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$549,675.00 *(Staff Presenter: Jen Basham, Parks and Recreation Director)*
- B.** Consider approval of a contract with Home Run Construction, LLC for the construction of a parking lot for Clark Park with landscape improvements in the amount not to exceed \$223,588.06. *(Staff Presenter: Jen Basham, Parks and Recreation Director)*

8. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

9. RECESS INTO EXECUTIVE SESSION

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

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
-Seek Advice from the City Attorney Concerning an Investigation into an Anonymous Complaint About the City of Burleson Fire Department
-Seek Advice from the City Attorney Concerning an Investigation into a Complaint About the City of Burleson Police Department
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
-Project Workforce
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

CERTIFICATE

I hereby certify that the above agenda was posted on this the **15th of February 2022, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary

**ACCESSIBILITY STATEMENT**

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: February 20, 2023

SUBJECT:

Consider approval of the minutes from the February 6, 2023 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*).

SUMMARY:

The City Council duly and legally met on February 6, 2023 for a regular council meeting.

OPTIONS:

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

RECOMMENDATION:

Approve.

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

N/A.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING

February 6, 2023

DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

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

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER – 4:30 PM

Invocation – Bob Massey, Secretary/Treasurer of the Burleson Christian Ministerial Alliance and Elder Emeritus at Grace Bible Fellowship

Pledge of Allegiance to the US Flag

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

10. RECESS INTO EXECUTIVE SESSION - MOVED

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

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

- Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste in the City of Burleson with Waste Connections Lone Star, Inc. Dated June 1, 2019
- Article III “Solid Waste Collection” of Chapter 82 “Utilities” of the City of Burleson Code of Ordinances (2005)

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

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

D. Personnel Matters Pursuant to Section 551.074

- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087
 - Project Workforce
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)

Motion was made by Dan McClendon and seconded by Jimmy Stanford to convene into executive session. **Time: 4:33 p.m.**

Motion passed 7-0.

Motion was made by Dan McClendon and seconded by Victoria Johnson to reconvene into open session. **Time: 5:34 p.m.**

Motion passed 7-0.

2. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and give staff direction regarding short term rentals of real property. (*Staff Presenter: Tony McIlwain, Development Services Director*).

Tony McIlwain, Development Services Director, presented short-term rentals to council.

Todd Hulseley,

3. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- None.

C. Community Interest Items

- Great turnout and fundraiser benefiting the Burleson Police Department by First United Methodist Church Burleson on Saturday.
- Thank you to Public Works, Police Department, Fire Department, Communications, and city staff for updating the community during the icy conditions last week.

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- Remove items 6B and 6F for separate discussion.

5. CITIZEN APPEARANCES

- No speakers.

6. CONSENT AGENDA

A. Minutes from the January 18, 2023 special council meeting and January 23, 2023 regular council meeting. (Staff contact: Amanda Campos, City Secretary).

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

B. ~~CSO#4095-02-2023, interlocal agreement with Johnson County Special Utility District (JCSUD) regarding placement of JCSUD water facilities within the City of Burleson's right-of-way of Lakewood Drive. (Staff Contact: Errick Thompson, Deputy Director of Public Works) - REMOVED~~

Item 6B was removed, discussed and voted on separately.

C. CSO#4096-02-2023, renew Mutual Aid agreement between the City of Burleson and Tarrant County Emergency Services District No. 1. (Staff Contact: K.T. Freeman, Fire Chief)

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

D. CSO#4097-02-2023, construction contract with Reliable Paving, Inc. for construction of the Neighborhood Street Reconstruction - Cindy Ct. project in an amount not to exceed \$949,330.56. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

E. CSO#4098-02-2023, resolution authorizing continued membership in the Steering Committee of Cities Served by Oncor and authorizing a payment of an annual assessment to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC in an amount not to exceed

\$5,161.80. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

- F. ~~CSO#4099-02-2023, five-year contract with Priority Dispatch Corporation for the sole source purchase of the Medical Priority Dispatch System in the amount not to exceed \$188,537. (Staff Contact: Paul Bradley, Director of Public Safety Communications) - REMOVED~~**

Item 6F was removed, discussed and voted on separately.

- G. CSO#5000-02-2023, resolution ratifying the appointments of chairpersons and vice-chair persons of the City of Burleson Boards, Commissions and Committees. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

- H. CSO#5001-02-2023, resolution appointing the deputy city secretary to serve as acting city secretary in the absence of the city secretary. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

- I. CSO#5002-02-2023, ordinance amending the text of Appendix B, Zoning, Article I, Board of Adjustments and Appendix C, Urban Design Standards, Article IV Old Town Design Standards, Old Town Design Standards Committee of the Code of Ordinances by amending the number of voting members and terms of members for the Board of Adjustments and Old Town Design Standards Committee. (Final Reading) (Staff Presenter: Amanda Campos, City Secretary)**

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

- J. CSO#5003-02-2023, Amendment to the Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, Burleson Community Service Development Corporation, and AC Burleson, LLC for a family entertainment facility located at 1258 SW Alsbury Blvd. (Staff Presenter: Alex Philips, Economic Development Director)**

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

- K. **CSO#5004-02-2023, minute order ratifying the Burleson 4A Economic Development Corporation Board's actions taken on approval of an Amendment to the Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, Burleson Community Service Development Corporation, and AC Burleson, LLC for a family entertainment facility located at 1258 SW Alsbury Blvd. (Staff Presenter: Alex Philips, Economic Development Director)**

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

- L. **CSO#5005-02-2023, minute order ratifying the Burleson Community Service Development Corporation Board's actions taken on approval of an Amendment to the Chapter 380 Economic Development and Performance Agreement between the City of Burleson, Burleson 4A Economic Development Corporation, Burleson Community Service Development Corporation, and AC Burleson, LLC for a family entertainment facility located at 1258 SW Alsbury Blvd. (Staff Presenter: Alex Philips, Economic Development Director)**

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

- M. **CSO#5006-02-2023, minute order 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 2525 FTG - Tulsa, LLC for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas (Staff Presenter: Alex Philips, Economic Development Director)**

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 7-0.

6. CONSENT AGENDA – REMOVED ITEMS

- B. **CSO#4095-02-2023, interlocal agreement with Johnson County Special Utility District (JCSUD) regarding placement of JCSUD water facilities within the City of Burleson's right-of-way of Lakewood Drive. (Staff Contact: Errick Thompson, Deputy Director of Public Works)**

Motion made by Dan McClendon and seconded by Tamara Payne to approve with attorney review of the agreement.

Motion passed 7-0.

- F. **CSO#4099-02-2023, five-year contract with Priority Dispatch Corporation for the sole source purchase of the Medical Priority Dispatch System in the amount not to exceed \$188,537. (Staff Contact: Paul Bradley, Director of Public Safety Communications)**

Motion made by Victoria Johnson and seconded by Tamara Payne to approve.

Motion passed 7-0.

7. DEVELOPMENT APPLICATIONS

- A. **Resolution approving a waiver to Section 5.5.E “Parking Lot/Site Layout Design Criteria” of the Design Standards Manual as amended by Resolution R-1175-10 for the parking lot design within 4139 S. Burleson Blvd. (Case 22-139) (Staff Presenter: Errick Thompson, Deputy Director of Public Works) (The Planning and Zoning Commission motion for approval passed 5-1) - DENIED**

Errick Thompson, Deputy Director of Public Works, presented Case 22-139 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:22 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:22 p.m.**

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

Motion to deny passed 6-1, with Mayor Fletcher voting against denial.

- B. **CSO#5007-02-2023, ordinance for a zoning change request from “A”, Agriculture to “C” Commercial at 2825 S Burleson (Case 22-152). (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)**

Tony McIlwain, Development Services Director, presented Case 22-152 to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:27 p.m.**

Chris Reed, 6825 County Road 518, Burleson, came forward with concerns that the change would allow for a business that could potentially become a nuisance next to his home.

Andrew Feghali, 9900 Tantarra Drive, Burleson, came forward to answer questions that Council may have.

Mayor Fletcher closed the public hearing. **Time: 6:45 p.m.**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 7-0.

8. GENERAL

- A. CSO#5008-02-2023, Resolution ordering a General Election to be held on May 6, 2023 for the purpose of electing 4 council positions; Mayor, Place 2, Place 4, and Place 6 for full terms. (Staff Presenter: Amanda Campos, City Secretary)**

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

Motion made by Rick Green and seconded by Victoria Johnson to approve.

Motion passed 7-0.

- B. CSO#5009-02-2023, contract with Johnson County for election services for the May 6, 2023 general election in an amount not to exceed \$35,000. (Staff Presenter: Amanda Campos, City Secretary)**

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

Motion made by Tamara Payne and seconded by Jimmy Stanford to approve.

Motion passed 7-0.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Update on LKQ property.
- Hidden Creek Parkway: Volkswagen driveway construction and traffic safety at the cross intersections at Gardens Blvd., Chisenhall Park Ln., and Baily Lake Park (signal warranted).
- Solicitation codes, rules, registration, and complaints.
- Follow up on traffic speed on Hemphill.

10. RECESS INTO EXECUTIVE SESSION

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

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

- Exclusive Franchise Agreement for the Collection, Hauling and Disposal of Municipal Solid Waste in the City of Burleson with Waste Connections Lone Star, Inc. Dated June 1, 2019
- Article III "Solid Waste Collection" of Chapter 82 "Utilities" of the City of Burleson Code of Ordinances (2005)

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

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

D. Personnel Matters Pursuant to Section 551.074

- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
 - Project Workforce
- G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**
 - No need for a second Executive Session.

ADJOURNMENT

Motion made by Dan McClendon and Victoria Johnson to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 7:10 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: February 20, 2023

SUBJECT:

Consider approval of a minute order appointing new voting members to the Mayor's Youth Council to fill unexpired terms of 2022-2024. (*Staff Contact: Amanda Campos, City Secretary*).

SUMMARY:

Council is being asked to approve a minute order appointing four (4) new members to fill the unexpired terms of 2022-2024. The Mayor's Youth council consists of 25 voting youth members, 3 adult voting members, and various city staff and community members. Youth between the ages of 13-19 who reside in the City of Burleson apply for these positions and are selected through a lottery process.

The Mayor's Youth Council is charged with identifying key community issues that face Burleson youth and advising the City Council on youth-related matters. The board focuses on being actively and authentically engaged with City Council on issues in Burleson that pertain to youth. The current membership has seven (7) youth member vacancies: 3 (2021-2023) terms and 4 (2022-2024) terms. The three (3) 2021-2023 terms will be presented with all 2021-2023 expired appointments. The 2023-2025 appointments will be presented to council for consideration in May.

APPOINTMENTS FOR APPROVAL:

- Dawson Coffee (2022-2024)
- Olivia Konick (2022-2024)
- Emma-leigh Mann (2022-2024)
- Ava Monroe (2022-2024)

CURRENT MEMBERS:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Mayce Ball (2021-2023) • Gavin Bloom (2021-2023) • Mason Cashion (2021-2023) • Dylan Forbus (2021-2023) • Emma Hammett (2021-2023) • Alexa Samorano (2021-2023) • Ely Terrell (2021-2023) | <ul style="list-style-type: none"> • Sorchah Ahrens (2022-2024) • Preston Hamilton (2022-2024) • Lillian Boatwright (2022-2024) • Christian Steele (2022-2024) • Emma Kornegay (2022-2024) • Kenneth Sanders (2022-2024) • Madison Voa (2022-2024) |
|---|---|

<ul style="list-style-type: none"> • Claire Woodruff (2021-2023) • Gage Carlson (2021-2023) 	<ul style="list-style-type: none"> • Wyatt Klotthor (2022-2024) • Stormy Stanford (2022-2024)
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EX-OFFICIO, NON-VOTING MEMBERS:

<ul style="list-style-type: none"> • MYC Staff Liaison –Monica Solko, Deputy City Secretary • Mayor Chris Fletcher • MYC Council Liaison - Victoria Johnson, Council Place 1 • MYC Law Enforcement Liaison –Joseph Byrom, Community Resource Officer
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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 of Burleson Boards & Commission

February 20 City Council Meeting

MYC Overview

Mayor's Youth Council

- Charged with identifying key community issues that face Burleson Youth
- Remain actively and authentically engaged with the City Council on issues



Membership

Voting Members:

- 25 Youth members
 - Youth 13-19 years of age
- 3 Adult voting members
 - Counselors and educators from an Independent School District
 - Currently vacant

Non-voting Members:

- MYC Staff Liaison – City Secretary's Office member
- MYC Council Liaison – Member of City Council
- MYC Public Safety Liaison – Member of Burleson PD
- Mayor

Appointments

Process:

- MYC Board receives applications
- All applicants names are added to a random lottery draw
- City Council officially appoints members to the MYC through council action

This is the only Board/Commission/Committee that does not follow council policy on appointments. City Council decision to make the appointments a lottery was based on the recommendation from the members of the MYC.

Action Requested:

Approve Minute Order appointing 4 new voting members to fill the unexpired terms.

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Public Works Director

MEETING: February 20, 2023

SUBJECT:

Consider approval of a contract with Rockdale Country Ford for the purchase of a Library Van using a cooperative purchasing agreement with BuyBoard in the amount of \$118,770.25 (*Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works*)

SUMMARY:

The Public Works Department is responsible for the purchase, replacement, maintenance, and overall lifecycle management of the City's fleet. Purchasing and replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs from exceeding the capital dollars saved by extending vehicle replacement. Indirect costs associated with delayed asset replacement include:

- Reduced employee efficiency and lost productivity.
- Increased fleet size to compensate for higher out of service rates
- Increased accident rates or liability exposure.

Given this, along with the fiscal magnitude and operational importance of the City of Burleson's vehicles and equipment, Equipment Services staff use six criteria to create an annual vehicle replacement schedule. The six criteria include: Age, Miles/Hours, Type of Service, Reliability, Maintenance and Repair Costs, as well as Condition. This method effectively determines the optimal time vehicles and/or equipment should be replaced. According to the City's Equipment Replacement Policy, assets will be replaced with a total score of 21 or higher.

All new equipment requested in this action was planned in the budget process and approved in the Fiscal 2023 operating budget by City Council. To ensure that the quoted BuyBoard pricing is fair and competitive, Equipment Services staff reached out to four (4) vehicle dealerships (two (2) local and two (2) within the DFW area). Staff received three (3) no responses and one (1) local vehicle dealership that stated they didn't have any vehicles the City was requesting on their lot and to order the vehicles would take more than one year.

The vehicle will have storage for tables, chairs and program supplies, a shade awning, a monitor to promote library programs and services, an onboard generator to produce power for electronic equipment and an onboard bubble machine to attract families and children.

The total amount of funding available through the FY2023 budget process for the purchase of this fleet vehicle was \$124,500.00. Staff anticipate delivery of the vehicles in late Summer of 2023.

The table below indicates the list of vehicles to be purchased in this fiscal year's budget.

Vehicle	Quantity	Unit Price	Total Cost
New Vehicle			
<i>Library Van</i>			
Ford Transit Van	1	\$49,420.25	\$49,420.25
Sub-Total			\$49,420.25
TSS Retrofit Cost	1	\$68,950.00	\$68,950.00
BuyBoard Fee (Ford)	1	\$400.00	\$400.00
Grand Total			\$118,770.25

OPTIONS

- 1) Approve a contract with Rockdale Country Ford for the purchase of a Library Van using a cooperative purchasing agreement with BuyBoard in the amount of \$118,770.25.
- 2) Deny a contract with Rockdale Country Ford for the purchase of a Library Van using a cooperative purchasing agreement with BuyBoard in the amount of \$118,770.25.

RECOMMENDATION:

Approval of a contract with Rockdale Country Ford for the purchase of a Library Van using a cooperative purchasing agreement with BuyBoard in the amount of \$118,770.25.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s:

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

Amount: \$118,770.25
Project (if applicable):
Financial
Considerations:

STAFF CONTACT:

Name: Kip Dernovich
Title: Deputy Director – Operations, Public Works
kdernovich@burlesontx.com
817-426-9842

FLEET VEHICLES LIBRARY VAN

Fiscal Year 2023



WHEN WE REPLACE ASSETS

Introduction

- The Equipment Services Division of Public Works is responsible for Vehicle and Equipment Purchases along with the continuing Maintenance and Repair of all assets during their life cycle with the City.
- During the budget process Equipment Services provides a list of Assets that have been identified as in need of replacement for the following Fiscal Year along with a multi year projection.
- Departments that plan to ask for additional vehicles or equipment are provided design assistance as well as quotes from Equipment Services for their Supplemental requests.
- A scoring system of 6 criteria provides staff information to consider when recommending retention or replacement of assets.
- The scoring system includes:

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost

WHEN WE REPLACE ASSETS

Why Are All Vehicles Not Replaced At One Time

In most instances, the Equipment Services Division strives to replace / purchase all equipment and vehicles at one time. Due to several factors, Staff anticipate replacing / purchasing equipment / vehicles throughout the year. Factors include but are not limited to:

- Availability of vehicles on Dealership Lots
- Purchasing from different vendors / cooperatives to ensure best pricing
- Lead time to receive the vehicle
- Ability of vendor to provide a final price quote
- Original vehicle selection not available - finding a suitable alternative



FLEET EQUIPMENT PURCHASES

Library Department - BuyBoard

- FY 2023 Fleet Equipment Purchases
- New Vehicles

Library Department

Ford Transit Van - \$49,420.25

Library Upfit Vendor - \$68,950.00

Sub-Total - \$118,370.25

BuyBoard Fee (Ford) - \$400.00

GRAND TOTAL - \$118,770.25

*This vehicle was approved in the FY2023 Budget Process

Total Vehicle Amount Budgeted - \$124,000.00

Total Vehicle Cost - \$118,770.25

*Staff anticipate delivery of vehicle in late summer of 2023

HOW WE PURCHASE

Purchasing

- We recommend purchasing Turn-Key from Cooperative Contracts
- The overall objective of Cooperative contracts is to provide a mechanism for all local governments in Texas to pool their collective purchasing power and save funding. The Cooperative evaluates vendor proposals on the basis of best value to the Cooperative members
- When using the turn-key process, City Staff are in control of the build before the quote is generated. This ensures that we are getting a budget quote that will be very close to the purchasing price
- The turn-key process delivers a unit ready to get working upon delivery
- To ensure that the quoted BuyBoard pricing is fair and competitive, City Staff reached out to four (4) vehicle dealerships in the DFW area (Two (2) local and Two (2) within the DFW area. Staff received three (3) no responses and one (1) local dealership stated they could not assist at this time



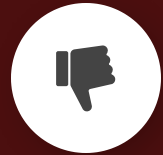
OPTIONS

RECOMMEND APPROVAL



APPROVE BUYBOARD CONTRACT

Consider approval of a contract for the purchase of a Library Van from Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$118,770.25.



DENY BUYBOARD CONTRACT



CALDWELL COUNTRY FORD**ROCKDALE COUNTRY FORD****BUYBOARD 601-19**End User: CITY OF BURLESONCaldwell Rep: CHRIS COLLINSContact: TRAY GEE 817-426-9838-O 325-269-4919-CPhone/fax: 979-567-6129Phone/email: TGEE@BURLESONTX.COMDate: Wednesday, January 4, 2023Product Description: FORD TRANSITemail: chris@caldwellcountry.comA. Bid Series: 141A. Base Price: \$ **46,330.00****B. Published Options [Itemize each below]**

Code	Options	Bid Price	Code	Options	Bid Price
W1X	2023 TRANSIT CARGO VAN T350	INCL		REMOTE KEYLESS ENTRY	INCL
	148" MED ROOF 9500 GVWR RWD	INCL		POWER LOCKS	INCL
998	ENGINE: 3.5LV6 FLEX FUEL	INCL		POWER WINDOWS	INCL
44U	10 SPEED AUTOMATIC	INCL		VINYL FLOOR	INCL
101A	ORDER CODE 101A	INCL		BACK UP CAMERA	INCL
16E	FRONT AND REAR VINYL FLOOR	\$ 245.00		NO WINDOWS IN CARGO AREA	INCL
47T	LOCKABLE DOOR BULKHEAD	\$ 1,395.00		FORD CO PILOT 360	INCL
58V	SYNC 3 AM/FM STEREO	\$ 280.00		2 PASSENGER SEATING	INCL
68H	RUNNING BOARDS	INCL		21.5 GAL FUEL TANK	INCL
86F	2 ADDITIONAL KEYS	INCL		BLACK BUMPERS	INCL
	SLIDING REAR PASS SIDE DOOR	INCL			
Total of B. Published Options:					\$ 1,920.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		YZ OXFORD WHITE	EXT COLOR
		VK DARK PALAZZO GRAY VINYL	INT COLOR
		2023 HAVE 3 AVAILABLE	DELIVERY
		1FTBW1X8XPKA02264	
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

INCLUDED

\$ -

E. UPFITTERS TELECOM SITE SOLUTIONS, LLC QUOTE #010423

\$ 68,950.00

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

60 DAYS @ \$350 MONTH

\$ 700.00

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 165 miles

\$ 470.25

K. Subtotal:

\$ 118,370.25

L. Quantity Ordered 1 x K =

\$ 118,370.25

M. Trade in:

\$ -

N. BUYBOARD FEE PER PURCHASE ORDER:

\$ 400.00

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE::

\$ 118,770.25

** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFACTURER. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.



January 4, 2023

Quotation No. 010423

(Please reference this number on your Purchase Order)

Tray Gee
Burleson Public Library
325-269-4919
tgee@burelsontx.com
RE: Library Van

Dear Tray,

Thank you for the opportunity to allow Telecom Site Solutions, LLC to bid on your new library van.

Item 1 – Conversion of the new Ford Transit van provided by the City of Burleson into a library van, equipped per the following details; as shown in the TSS assembly drawing provided with this quote:

- Low profile 13,500 BTU rooftop air conditioner equipped with heat strip and adjustable wall thermostat
- Manual (fixed) running boards on the driver side (short), passenger side including cargo door and rear (if the van is not already equipped with these items)
- Cargo door will be blocked open at 30" for easy access; and equipped with lock
- Cargo door will be modified to remove the panel and install a full-view window with a lockable lift up door with shocks on the outside. On the inside, in the viewing area behind the window, TSS will install a 49" Sony 4K Ultra HD TV (largest that will fit). Can easily connect to the TV from inside the van, or via the outdoor combination GFI / HDMI input panel on the outside of the cargo door (will try to fit into window space so it is accessible when the window is raised for TV viewing.
- Motorized awning on the outside cargo side of the van equipped with LED light
- Finish out of the van inside, including insulation of the walls and ceiling, then covering them with plywood and bright white aluminum panels
- Custom all aluminum cabinets installed per the TSS drawing. All cabinets will be built out of smooth aluminum so they can be wrapped, and will include lockable doors (all keyed the same). The upper cabinet doors will swing open toward the center of the van. The lower cabinet doors can either swing open toward the center of the van or slide past each other.
- Counter tops will be covered with material selected by the customer.
- Custom all aluminum tread-plate lockers per the TSS drawing (will be keyed differently than cabinets).
- Koolatron mini-refrigerator (1.7 cu. ft) installed next to the lockers.
- Below the two most rear lockers is a cabinet equipped with a Bubble King B550 with a lockable lift up door with a shock on the outside. Refilling of the bubbles will be done from outside as well.
- Installation of (1) Cummins Onan Commercial QG 7000 gasoline EFI generator, 7KW, 120V, 60 Hz, 58.3A combined, behind the driver, that runs off the van's fuel tank; equipped with remote start panel (located on driver side wall) and enclosed on the inside with a smooth aluminum cover; equipped with a boxed in slide out accessible from the outside, with a lockable lift up door with shocks for access / maintenance.
- Lockable electrical cabinet above the generator equipped with the following items:
 - Generator's starting battery and battery charger. This battery charger can also be powered via a 20A inlet secured to the outside of the van (with 100' power cord provided), per TSS drawing.
 - 60A manual transfer switch and 100A breaker panel with required breakers, 120/240V, to power all lights, outlets and accessories. The transfer switch includes a handle that allows switching between shore power coming in through a 30A twist lock connector (and 50' power cord provided) on the outside of the van or via the on-board generator.
 - Small 12VDC fuse panel for the 12VDC strip lights (powered off the generator's battery)
- Above the electrical cabinet is the technology cabinet equipped with two shelves; top shelf is equipped with USB outlet and (2) USB power strips; the lower shelf will be equipped with duplex GFI outlets and (2) Belkin 10-position laptop / tablet charging stations
- (5) White duplex GFI outlets e/w USB located per the TSS drawing (4 on driver side and 1 on other side); plus (1) white USB outlet on the driver side (in technology cabinet)
- AC powered LED strip lights in the main compartment per the TSS drawing, secured to the ceiling down



in alignment with the aisle on both sides, and below the upper cabinets.

- 12VDC power LED strips located in the foot kick area on the lower cabinet; and overhead as well (TBD)
- LED light mounted to the upper rear inside of van to shine out in to rear area of van when doors are open
- First aid kit will be installed onto the front of the divider wall inside the cab (which is also equipped with a fire extinguisher)
- Locking mechanism will be added into the rear of (3) large storage compartments in very rear of van, to keep the cargo from accidentally sliding out or accidentally being pulled out (locking mechanism is TBD)
- Pricing below does not include Texas Sales Tax of 8.25%; which we assume is not applicable since this van is for the City of Burleson.

Pricing for Item 1:

\$ 68,950 each

Warranty

- All fabricated items in this van will include a 3-year structural warranty (not finish or normal wear items that require service or replacement).
- TSS will include a 1-year integration for all OEM equipment installed into this van.
- All OEM warranties will be passed through from the original manufacturers.
- Onan generator warranty is for two years or 2,000 hours, whichever occurs first.

Lead Times

Our estimated lead-time for Item 1 is 8-10 weeks after receipt of PO.

Terms of Delivery

Delivery terms are FOB from our facility in Dallas Texas (customer to pickup).

Financial Terms

Financial terms 50% down payment with PO and balance due prior to shipment.

Documentation

TSS will provide a detailed assembly drawing, a schematic drawing and all documentation provided with the OEM equipment installed into this van.

This quote is confidential and proprietary to Telecom Site Solutions, LLC and shall not be disclosed to any third party by any means without the express written consent of Telecom Site Solutions, LLC. We invite you to visit our website at www.telecomsitesolutions.com. If you have any questions or need additional information on pricing, delivery, or technical specifications, please call me or send me an email. Thanks for this opportunity.

Sincerely,

Michael L. Thomas
President / Co-Founder
Telecom Site Solutions, LLC
972-489-5248 (cell)
michael@telecomsitesolutions.com

Bryan Langley, City Manager
City of Burleson, Texas

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-970028

Date Filed:
01/09/2023

Date Acknowledged:

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

Rockdale Country Ford
Rockdale, TX United States

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

City of Burleson

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

#601-19
Purchase of Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	KNAPP, Averyt	Caldwell, TX United States	X	
	SLATER, Ryan	Caldwell, TX United States	X	
	HESTER, Zach	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kaylee Nelson, and my date of birth is 06/10/1998.

My address is PO Box 72 (street), Rockdale (city), TX (state), 76067 (zip code), USA (country).

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

Executed in Milam County, State of Texas, on the 9 day of Jan, 2023.
(month) (year)

Kaylee Nelson
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Public Works Director

MEETING: February 20, 2023

SUBJECT:

Consider approval of a contract for the purchase of four (4) service trucks with Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$250,693.00. (*Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works*)

SUMMARY:

The Public Works Department is responsible for the purchase, replacement, maintenance, and overall lifecycle management of the City's fleet. Purchasing and replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs from exceeding the capital dollars saved by extending vehicle replacement. Indirect costs associated with delayed asset replacement include:

- Reduced employee efficiency and lost productivity.
- Increased fleet size to compensate for higher out of service rates
- Increased accident rates or liability exposure.

Given this, along with the fiscal magnitude and operational importance of the City of Burleson's vehicles and equipment, Equipment Services staff use six criteria to create an annual vehicle replacement schedule. The six criteria include: Age, Miles/Hours, Type of Service, Reliability, Maintenance and Repair Costs, as well as Condition. This method effectively determines the optimal time vehicles and/or equipment should be replaced. According to the City's Equipment Replacement Policy, assets will be replaced with a total score of 21 or higher.

All replacement equipment requested in this action was planned in the budget process and approved in the Fiscal 2023 operating budget by City Council. Requested funding includes a 10% contingency due to the volatility of the automobile market (availability of vehicles / purchase of an equivalent model). To ensure that the quoted BuyBoard pricing is fair and competitive, Equipment Services staff reached out to four (4) vehicle dealerships (two (2) local and two (2) within the DFW area). Staff received three (3) no responses and one (1) local vehicle dealership that stated they didn't have any vehicles the City was requesting on their lot and to order the vehicles would take more than one year.

The total amount of funding available through the FY2023 budget process for the purchase of fleet vehicles was \$178,500.00. The total cost of the fleet purchase is \$250,693.00. Overages

are due to only specific vehicle types being available and not the vehicle type budgeted for (e.g. Ford F250's available and F150's budgeted). The FY23 ERF budget is \$313,500 with anticipated expenses of \$312,194, including these purchases. Staff anticipate delivery of the vehicles in late summer of 2023.

The table below indicates the list of vehicles to be purchased in this fiscal year's budget.

Vehicle	Quantity	Unit Price	Total Cost
Replacement Vehicles			
<i>Water</i>			
Ford F-250 Pick-Up 2WD	2	\$48,174.25	\$96,348.50
Ford F-350 Pick-Up 4WD	1	\$79,767.25	\$79,767.25
Ford F-350 Pick-Up 4WD	1	\$72,977.25	\$72,977.25
Sub-Total			\$249,093.00
BuyBoard Fee (Ford)	4	\$400.00	\$1,600.00
Grand Total			\$250,693.00

OPTIONS

- 1) Approve a contract for the purchase of fleet vehicles with Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$250,693.00.
- 2) Deny a contract for the purchase of fleet vehicles with Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$250,693.00.

RECOMMENDATION:

Approval of a contract for the purchase of fleet vehicles with Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$250,693.00.

FISCAL IMPACT:

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

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s: 502-8211-559

Amount: \$250,693.00

Project (if applicable):

Financial

Considerations:

STAFF CONTACT:

Name: Kip Dernovich

Title: Deputy Director – Operations Public Works

kdernovich@burlesontx.com

817-426-9842

FLEET VEHICLES ROCKDALE

Fiscal Year 2023



WHEN WE REPLACE ASSETS

Introduction

- The Equipment Services Division of Public Works is responsible for Vehicle and Equipment Purchases along with the continuing Maintenance and Repair of all assets during their life cycle with the City.
- During the budget process Equipment Services provides a list of Assets that have been identified as in need of replacement for the following Fiscal Year along with a multi year projection.
- Departments that plan to ask for additional vehicles or equipment are provided design assistance as well as quotes from Equipment Services for their Supplemental requests.
- A scoring system of 6 criteria provides staff information to consider when recommending retention or replacement of assets.
- The scoring system includes:

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost

WHEN WE REPLACE ASSETS

Why Are All Vehicles Not Replaced At One Time

In most instances, the Equipment Services Division strives to replace / purchase all equipment and vehicles at one time. Due to several factors, Staff anticipate replacing / purchasing equipment / vehicles throughout the year. Factors include but are not limited to:

- Availability of vehicles on Dealership Lots
- Purchasing from different vendors / cooperatives to ensure best pricing
- Lead time to receive the vehicle
- Ability of vendor to provide a final price quote
- Original vehicle selection not available - finding a suitable alternative



FLEET EQUIPMENT PURCHASES

Water Department - BuyBoard

- FY 2023 Fleet Equipment Purchases
- Replacement Vehicles

Water Department

(2) Ford F-250 Pick-Up Trucks 2WD - 2@\$48,174.25 = \$96,348.50

(1) Ford F-350 Pick-Up Truck 4WD - \$79,767.25

(1) Ford F-350 Pick-Up Truck 4WD - \$72,977.25

Sub-Total - \$249,093.00

BuyBoard Fee (Ford) - 4@\$400.00 = \$1,600.00

GRAND TOTAL - \$250,693.00

*These vehicles were approved in the FY2023 Budget Process

Total Vehicle Amount Budgeted - \$178,500.00

Total Vehicle Cost - \$250,693.00

FY 23 ERF Budget is \$313,500 with anticipated expenses of \$312,194 including these purchases

HOW WE PURCHASE

Purchasing

- We recommend purchasing Turn-Key from Cooperative Contracts
- The overall objective of Cooperative contracts is to provide a mechanism for all local governments in Texas to pool their collective purchasing power and save funding. The Cooperative evaluates vendor proposals on the basis of best value to the Cooperative members
- When using the turn-key process, City Staff are in control of the build before the quote is generated. This ensures that we are getting a budget quote that will be very close to the purchasing price
- The turn-key process delivers a unit ready to get working upon delivery
- To ensure that the quoted BuyBoard pricing is fair and competitive, City Staff reached out to four (4) vehicle dealerships in the DFW area (Two (2) local and Two (2) within the DFW area. Staff received three (3) no responses and one (1) local dealership stated they could not assist at this time



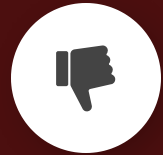
OPTIONS

RECOMMEND APPROVAL



APPROVE BUYBOARD CONTRACT

Consider approval of a contract for the purchase of fleet vehicles with Rockdale Country Ford through the BuyBoard Cooperative in the amount of \$250,693.00.



DENY BUYBOARD CONTRACT



CALDWELL COUNTRY FORD

DBA ROCKDALE COUNTRY FORD

BUYBOARD #601-19

QUOTE # CC223912

End User: CITY OF BURLESON-

Caldwell Rep: CHRIS COLLINS

Contact: TRAY GEE 817.426.9838-O 325.269.4919-C

Phone: 979-567-6129

Phone/email: TGEE@BURLESONTX.COM

Date: Monday, October 31, 2022

Product Description: FORD F250

email: chris@caldwellcountry.com

A. Bid Series: 125

A. Base Price: \$ 39,110.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F2A	2023 F250 XL 2WD	\$ 3,254.00		10,000 LB GVWR	INCL
	REG CAB 8 FOOT BOX	INCL		34 GAL FUEL TANK	INCL
600A	ORDER CODE 600A	INCL		SINGLE REAR WHEELS	INCL
996	ENGINE 6.2L V8 FLEX FUEL	INCL		CLASS V TOWING EQUIPMENT	INCL
44S	6 SPEED AUTOMATIC	INCL		MANUAL SIDE MIRRORS	INCL
153	FRONT LICENSE PLATE FRAME	INCL		SYNC COMMUNICATIONS	INCL
85S	TOUGH SPRAY IN BEDLINER	\$ 595.00		MANUAL WINDOWS/LOCKS	INCL
52B	TRAILER BRAKE CONTROLLER	\$ 300.00		TILT STEERING	INCL
	3.73 AXLE RATIO	INCL		AIR CONDITIONING	INCL
	17" ARGENT STEEL WHEELS	INCL		BACK UP CAMERA	INCL
	TIRES: LT245/75RX17E BSW	INCL		VINYL FLOORING	INCL
Total of B. Published Options:					\$ 4,149.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		Z1- OXFORD WHITE	EXT COLOR
		AS- MEDIUM EARTH GRAY VINYL SEATS	INT COLOR
		ORDER BANK OPENS 11/7	DELIVERY
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

INCLUDED

\$ -

E. Upfitter: TER TEXAS QUOTE #13403 LIFT GATE 38" PLATFORM

\$ 4,445.00

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 165 miles INCLUDED

\$ 470.25

K. Subtotal:

\$ 48,174.25

L. Quantity Ordered 2 x K =

\$ 96,348.50

M. Trade in:

\$ -

N. BUYBOARD FEE PER PURCHASE ORDER:

\$ 400.00

O. TOTAL PURCHASE PRICE:

\$ 96,748.50

ACCEPTED BY: _____ DATE: _____

** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFACTURER. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.

CALDWELL COUNTRY FORD

DBA ROCKDALE COUNTRY FORD

BUYBOARD #601-19

QUOTE # CC223910

End User: CITY OF BURLESON-Caldwell Rep: CHRIS COLLINSContact: TRAY GEE 817.426.9838-O 325.269.4919-CPhone: 979-567-6129Phone/email: TGEE@BURLESONTX.COMDate: Friday, November 18, 2022Product Description: FORD F350email: chris@caldwellcountry.comA. Bid Series: 128A. Base Price: \$ 39,410.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F3H	2023 F350 DRW XL 4WD	\$ 9,782.00		14,000 LB GVWR	INCL
	REG CAB 169" WB 84" CA	INCL		40 GAL FUEL TANK	INCL
640A	ORDER CODE 640A	INCL		DUAL REAR WHEELS	INCL
996	ENGINE 6.2L V8 FLEX FUEL	INCL		UPFITTER SWITCHES	INCL
44G	10 SPEED AUTOMATIC	INCL		POWER SIDE MIRRORS	INCL
512	SPARE TIRE, WHEEL, AND JACK	\$ 350.00		SYNC COMMUNICATIONS	INCL
90L	POWER EQUIPM GROUP	\$ 1,100.00		POWER WINDOWS/LOCKS	INCL
872	REAR VIEW CAMERA KIT	\$ 415.00		TILT STEERING	INCL
153	FRONT LICENSE PLATE FRAME	INCL		AIR CONDITIONING	INCL
52B	TRAILER EQUIP GROUP	\$ 300.00		AUTO LOCKING HUBS	INCL
63A	UTILITY LIGHTING SYSTEM	\$ 160.00		ELECTRONIC TRANSFER CASE	INCL
Total of B. Published Options:					\$ 12,107.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		Z1- OXFORD WHITE	EXT COLOR
		AS- MEDIUM EARTH GRAY VINYL SEATS	INT COLOR
		ORDER BANK OPENS 11/7	DELIVERY
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

INCLUDED

\$ -

E. Upfitter: TER TEXAS SERVICE BODYBED W/CRANE REINFORCEMENT - 13432

\$ 27,780.00

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 165 miles INCLUDED

\$ 470.25

K. Subtotal:

\$ 79,767.25

L. Quantity Ordered 1 x K =

\$ 79,767.25

M. Trade in:

\$ -

N. BUYBOARD FEE PER PURCHASE ORDER:

\$ 400.00

O. TOTAL PURCHASE PRICE:

\$ 80,167.25

ACCEPTED BY: _____ DATE: _____

** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFACTURER. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.

WATER- SERVICE BODY W/ TOMMY GATE

CALDWELL COUNTRY FORD

DBA ROCKDALE COUNTRY FORD

BUYBOARD #601-19

QUOTE # CC223911

End User: CITY OF BURLESON-

Caldwell Rep: CHRIS COLLINS

Contact: TRAY GEE 817.426.9838-O 325.269.4919-C

Phone: 979-567-6129

Phone/email: TGEE@BURLESONTX.COM

Date: Monday, October 31, 2022

Product Description: FORD F350

email: chris@caldwellcountry.com

A. Bid Series: 128

A. Base Price: \$ 39,410.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W3H	2023 F350 DRW XL 4WD	\$ 12,777.00		14,000 LB GVWR	INCL
	CREW CAB 179" WB 60" CA	INCL		40 GAL FUEL TANK	INCL
640A	ORDER CODE 640A	INCL		DUAL REAR WHEELS	INCL
996	ENGINE 6.2L V8 FLEX FUEL	INCL		UPFITTER SWITCHES	INCL
44G	10 SPEED AUTOMATIC	INCL		POWER SIDE MIRRORS	INCL
512	SPARE TIRE, WHEEL, AND JACK	\$ 350.00		SYNC COMMUNICATIONS	INCL
90L	POWER EQUIPM GROUP	\$ 1,100.00		POWER WINDOWS/LOCKS	INCL
872	REAR VIEW CAMERA KIT	\$ 415.00		TILT STEERING	INCL
153	FRONT LICENSE PLATE FRAME	INCL		AIR CONDITIONING	INCL
52B	TRAILER EQUIP GROUP	\$ 300.00		AUTO LOCKING HUBS	INCL
63A	UTILITY LIGHTING SYSTEM	\$ 160.00		ELECTRONIC TRANSFER CASE	INCL
Total of B. Published Options:					\$ 15,102.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		Z1- OXFORD WHITE	EXT COLOR
		AS- MEDIUM EARTH GRAY VINYL SEATS	INT COLOR
		ORDER BANK OPENS 11/7	DELIVERY
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

INCLUDED

\$ -

E. Upfitter:

TER TEXAS CREW CAB #13417

\$ 17,995.00

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge:

165

miles

INCLUDED

\$ 470.25

K. Subtotal:

\$ 72,977.25

L. Quantity Ordered 1 x K =

\$ 72,977.25

M. Trade in:

\$ -

N. BUYBOARD FEE PER PURCHASE ORDER:

\$ 400.00

O. TOTAL PURCHASE PRICE:

\$ 73,377.25

ACCEPTED BY: _____ DATE: _____

** PRICES ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. RE-VERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER P.O. IS ISSUED. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY MANUFACTURER. PRICE WILL BE CONFIRMED AT TIME OF ORDER ENTRY, BE ADVISED PRICE CAN CHANGE DUE TO MANUFACTURER. ENSURE CONFIRMATION OF RECEIPT BY EMAIL WHEN P.O. IS SENT. ** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-970028

Date Filed:
01/09/2023

Date Acknowledged:

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

Rockdale Country Ford
Rockdale, TX United States

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

City of Burleson

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

#601-19
Purchase of Vehicles

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	KNAPP, Averyt	Caldwell, TX United States	X	
	SLATER, Ryan	Caldwell, TX United States	X	
	HESTER, Zach	Caldwell, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Kaylee Nelson, and my date of birth is 06/10/1998.

My address is PO Box 72 (street), Rockdale (city), TX (state), 76567 (zip code), USA (country).

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

Executed in Milam County, State of Texas, on the 9 day of Jan, 2023.
(month) (year)

Kaylee Nelson
Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Public Works Director

MEETING: February 20, 2023

SUBJECT:

Consider approval of a contract for the purchase of two (2) replacement pieces of equipment with Bobcat of North Texas – Fort Worth through the BuyBoard Cooperative in the amount of \$147,058.75. (*Staff Contact: Kip Dernovich, Deputy Director – Operations Public Works*)

SUMMARY:

The Public Works Department is responsible for the purchase, replacement, maintenance, and overall lifecycle management of the City's fleet. Purchasing and replacing fleet assets in a timely manner prevents the increased maintenance and indirect costs from exceeding the capital dollars saved by extending vehicle replacement. Indirect costs associated with delayed asset replacement include:

- Reduced employee efficiency and lost productivity.
- Increased fleet size to compensate for higher out of service rates
- Increased accident rates or liability exposure.

Given this, along with the fiscal magnitude and operational importance of the City of Burleson's vehicles and equipment, Equipment Services staff use six criteria to create an annual vehicle replacement schedule. The six criteria include: Age, Miles/Hours, Type of Service, Reliability, Maintenance and Repair Costs, as well as Condition. This method effectively determines the optimal time vehicles and/or equipment should be replaced. According to the City's Equipment Replacement Policy, assets will be replaced with a total score of 21 or higher.

All replacement equipment requested in this action was planned in the budget process and approved in the Fiscal 2023 operating budget by City Council. Requested funding includes a 10% contingency due to the volatility of the automobile / equipment market (availability of vehicles / purchase of an equivalent model). To ensure that the quoted BuyBoard pricing is fair and competitive, Equipment Services staff reached out to three (3) equipment dealerships. Staff received three (3) responses and has moved forward with the lowest quote.

The total amount of funding available through the FY2023 budget process for the purchase of this equipment was \$140,000.00. The total cost of the equipment purchase is \$147,058.75. Overages of \$7,058.75 are due to only specific vehicle types being available. Anticipated funds raised from auction will assist in bringing the overages to zero. The FY23 ERF budget was \$2.4M

with anticipated expenses of \$2.2M for the street division purchase. The FY23 ERF for the water fund is \$313,500 with anticipated expenses of \$312,194. Staff anticipate delivery of the vehicles in late summer of 2023.

The table below indicates the list of vehicles to be purchased in this fiscal year's budget.

Vehicle	Quantity	Unit Price	Total Cost
Replacement Equipment			
Water Department			
Mini-Excavator	1	\$65,501.00	\$65,501.00
<i>Street Department</i>			
Compact Tract Loader	1	\$80,757.75	\$80,757.75
BuyBoard Fee (Ford)	2	\$400.00	\$800.00
Grand Total			\$147,058.75

OPTIONS

- 1) Approve a contract for the purchase of two (2) replacement pieces of equipment with Bobcat North Texas – Fort Worth through the BuyBoard Cooperative in the amount of \$147,058.75.
- 2) Deny a contract for the purchase of two (2) replacement pieces of equipment with Bobcat North Texas – Fort Worth through the BuyBoard Cooperative in the amount of \$147,058.75.

RECOMMENDATION:

Approval of a contract for the purchase of two (2) replacement pieces of equipment with Bobcat North Texas – Fort Worth through the BuyBoard Cooperative in the amount of \$147,058.75.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Governmental Equipment Replacement Fund

Full Account #s:

Amount: \$147,058.75

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

Project (if applicable):
Financial
Considerations:

STAFF CONTACT:

Name: Kip Dernovich
Title: Deputy Director – Operations Public Works
kdernovich@burlesontx.com
817-426-9842

EQUIPMENT REPLACEMENT

Fiscal Year 2023



WHEN WE REPLACE ASSETS

Introduction

- The Equipment Services Division of Public Works is responsible for Vehicle and Equipment Purchases along with the continuing Maintenance and Repair of all assets during their life cycle with the City.
- During the budget process Equipment Services provides a list of Assets that have been identified as in need of replacement for the following Fiscal Year along with a multi year projection.
- Departments that plan to ask for additional vehicles or equipment are provided design assistance as well as quotes from Equipment Services for their Supplemental requests.
- A scoring system of 6 criteria provides staff information to consider when recommending retention or replacement of assets.
- The scoring system includes:

Age	Reliability	Usage
Type of Service	Condition	Maintenance Cost

WHEN WE REPLACE ASSETS

Why Are All Vehicles Not Replaced At One Time

In most instances, the Equipment Services Division strives to replace / purchase all equipment and vehicles at one time. Due to several factors, Staff anticipate replacing / purchasing equipment / vehicles throughout the year. Factors include but are not limited to:

- Availability of vehicles on Dealership Lots
- Purchasing from different vendors / cooperatives to ensure best pricing
- Lead time to receive the vehicle
- Ability of vendor to provide a final price quote
- Original vehicle selection not available - finding a suitable alternative



FLEET EQUIPMENT PURCHASES

Water / Street Department - BuyBoard

Water Department

(1) Bobcat Mini-Excavator - \$65,501.00

\$65,000.00 budgeted - Total Cost \$65,501.00 or \$501.00 over budget

Street Department

(1) Bobcat Compact Tract Loader - \$80,757.75

\$75,000.00 budgeted - Total Cost \$80,757.75 or \$5,757.75 over budget

BuyBoard Fee (Ford) - 2@\$400.00 = \$800.00

GRAND TOTAL - \$147,058.75

*This equipment was approved in the FY2023 Budget Process

Total Equipment Amount Budgeted - \$140,000.00

Total Equipment Cost - \$147,058.75.

FY23 ERF Budget is \$2.4M with anticipated expenses of \$2.2M for the streets division purchase

FY23 ERF Budget is \$313,500 with anticipated expenses of \$312,194 for the water division purchase

HOW WE PURCHASE

Purchasing

- We recommend purchasing Turn-Key from Cooperative Contracts
- The overall objective of Cooperative contracts is to provide a mechanism for all local governments in Texas to pool their collective purchasing power and save funding. The Cooperative evaluates vendor proposals on the basis of best value to the Cooperative members
- When using the turn-key process, City Staff are in control of the build before the quote is generated. This ensures that we are getting a budget quote that will be very close to the purchasing price
- The turn-key process delivers a unit ready to get working upon delivery
- To ensure that the quoted BuyBoard pricing is fair and competitive, City Staff reached out to three (3) equipment dealerships in the DFW area. Staff received three (3) responses and is proceeding with the lowest bid.



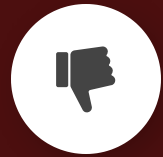
OPTIONS

RECOMMEND APPROVAL



APPROVE BUYBOARD CONTRACT

Consider approval of a contract for the purchase of two (2) replacement pieces of equipment with Bobcat of North Texas – Fort Worth through the BuyBoard Cooperative in the amount of \$147,058.75.



DENY BUYBOARD CONTRACT





Product Quotation

Quotation Number: 33524D034251

Date: 2022-12-29 12:29:04

Ship to	Bobcat Dealer	Bill To
CITY OF BURLESON Attn: TRAY GEE 141 W. RENFRO ST BURLESON, TX 76028	Bobcat of North Texas - Fort Worth, Fort Worth, TX 5633 MARK IV PKWY FORT WORTH TX 76131 Phone: (817) 654-2202 Fax: (817) 457-9425 ----- Contact: Todd Lewis Phone: 817-654-2202 Fax: 817-457-9425 Cellular: 214-869-6161 E Mail: tlewis@bobcatofdallas.com	CITY OF BURLESON Attn: TRAY GEE 141 W. RENFRO ST BURLESON, TX 76028

Description	Part No	Qty	Price Ea.	Total
E35 33HP R2-Series Bobcat Compact Excavator	M3411	1	\$60,987.00	\$60,987.00
P82 Performance Package	M3411-P06-P82	1	\$0.00	\$0.00
Long Arm	Clamp with Diverter Valve			
Angle Blade	Hydraulic X-Change			
C52 Comfort Package	M3411-P07-C52	1	\$0.00	\$0.00
Enclosed Cab with HVAC	Bobcat 7 inch Touch Display			
Cloth Suspension Seat	Radio			
Travel Motion Alarm	Keyless Start			
16" MX3 XCHG TEETH	7324830	1	\$0.00	\$0.00
Total of Items Quoted				\$60,987.00
Other Charges: Material and Logistics				\$4,514.00
Quote Total - US dollars				\$65,501.00

Notes:

BUYBOARD 685-22

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



DATE: Dec 06, 2022
QUOTE #:311359-01

CITY OF BURLESON
TREY GEE

Dunn, Patrick
817.996.6348

141 W RENFRO ST
BURLESON, TEXAS 76028-4296

One (1) New Caterpillar Inc Model: 303.5 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

List Price	\$85,925.00
Sourcwell contract 032119 discount 20%	(\$17,185.00)
Holt Caterpillar customer loyalty discount	(\$1,321.82)
SUB TOTAL	\$67,418.18
TOTAL PURCHASE PRICE	\$67,418.18

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Dec 06, 2022QUOTE #:Quote 311359-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
303.5 07A CR MHE DCA3B	616-3204
558-1751 303.5 07A CR HYD EXCAVATOR	
576-2961 ENGINE, EPA TIER 4F	
519-9265 SEAT, SUSPENSION, FABRIC	519-9265
519-9283 TRAVEL LEVERS AND PEDALS	519-9283
521-9512 LIGHTS, LED, FRONT&REAR	521-9512
521-9517 INTEGRATED RADIO	521-9517
525-4465 CAT KEY, WITH PASS CODE OPTION	525-4465
542-8886 BOOM LIGHT, LED	542-8886
546-1520 HYDRAULIC OIL, STD	
555-1839 CWT, STANDARD	555-1839
558-1744 ALARM, TRAVEL	
558-1754 BOOM, STANDARD	
558-1757 CONTROL, 1ST AUX, JOYSTICK	558-1757

DESCRIPTION	REF.#
558-1760 LINES, BOOM W/O BLCV	558-1760
558-1763 LINES, STICK W/O SLCV	558-1763
558-1766 UNDERCARRIAGE, FIXED, STD BLD	558-1766
601-9418 CAMERA, CAB	601-9418
558-1770 CAB, WITH HEAT AND A/C	558-1770
566-2914 TRACK, 300MM, RUBBER (12",)	566-2914
599-7202 SEAT BELT, 76MM RETRACTABLE (3")	599-7202
571-9088 LINKAGE, BUCKET, W/LIFTING EYE	
571-9661 STICK, LONG, W/ THUMB BRACKET	571-9661
542-1504 FILM, INC. CANADA	542-1504
542-1495 2 WAY CONTROL	542-1495
573-4364 DRAIN, ECOLOGY	
573-9631 PRODUCT LINK, CELLULAR PL243	573-9631
541-4787 FILM, PRODUCT LINK, ANSI	541-4787
575-2776 LINES, BUCKET, LONG STICK	575-2776
575-4418 BLADE, FIXED, BOCE	575-4418
575-7225 LINES, 1ST AUX, LONG STICK	575-7225
569-3572 INSTRUCTIONS, ANSI	
578-0230 FILM, CAB A/C	578-0230
588-2227 ACCUMULATOR	
592-5475 MONITOR NEXT GEN, CAMERA READY	592-5475
594-7890 FLOORMAT, CAB, W/TRAVEL	594-7890
595-3179 FILM, ROPS, ISO	595-3179
557-1713 SOFTWARE, CODED START	
557-1710 SOFTWARE, STICK STEER CONTROL	
557-1709 SOFTWARE, PROPORTIONAL CONTROL	
NOTE: Fixed DCA Cab Configuration	
Caterpillar 18" bucket	464-9902

STANDARD EQUIPMENT

POWERTRAIN

Cat C1.7 NA engine
(U.S. EPA Tier 4 Final/
JAPAN MLIT Tier 3)
Automatic engine idle

Automatic engine shutdown
Automatic two speed travel
Fuel water separator

UNDERCARRIAGE

Track, 300 mm (11.8")
Dozer blade(BOCE) with float

Tie downs on track frame

HYDRAULICS

Variable displacement piston pump
Smart tech electronic pump
Load sensing/flow sharing hydraulics
Automatic swing brake

Hydraulic lockout - all controls
One and two way auxiliary flow
Continuous auxiliary flow
Bio oil capable

ELECTRICAL

12 volt electrical system
Software (machine and monitor)
65 ampere alternator
650CCA maintenance free battery

Battery disconnect
Signaling/warning horn
12 volt power socket

OPERATOR ENVIRONMENT

Product link PLE243 (regulations apply)
Cab sound pressure 94dB(A) ISO 6395
Coat hook
Next generation color LCD monitor (IP66)
-Fuel level and coolant temperature gauges
-Maintenance and machine monitoring
-Performance and machine adjustments
-Numeric security code
-Multiple languages
-Hour meter with wake up switch
Cup Holder

Utility space for mobile phone
ROPS - ISO 12117-2:2008
TOPS - ISO 12117:1997
Top guard ISO 10262: 1998 Level I
Adjustable wrist rests
Non suspension vinyl seat
Retractable high visibility seat belt
Removable washable floormat
Tilt operator station
Storage pocket
Skylight
Mounting bosses for front guard

OTHER STANDARD EQUIPMENT

Control Pattern Changer
Caterpillar corporate "one key" system
Door locks on cab door and external enclosure doors
Lockable fuel cap

Beacon socket
Joystick travel and steering mode
Travel cruise control
Boom light

INSTRUCTIONS

REGIONAL STANDARD EQUIPMENT INCLUDES:

United States and Canada
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects

South America
-Accumulator, certified
-Retractable high visibility seat belt 75mm (3")
-Ecology drain - engine
-Auxiliary hydraulic lines
-Auxiliary line quick disconnects



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth TX, 76131
Phone: (817) 232-8094 - Fax: (817) 847-0398

Bill To:
CITY OF BURLESON
141 NW RENFRO ST
BURLESON, TX, 760284151
JOHNSON ()
(817) 295-1113

Purchase Order Date: 10/28/2022
Purchase Order #: 1604049
Purchaser Account #: 1113006

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Underground - Gas/Water/Electric
Location of First Working Use: BURLESON, TX, 760284151
Dealer Account Number: 177417
Governmental Sales Professional: Austin Walker
Phone: (817) 566-1541
Fax:
Email: awalker@rdoequipment.com

Comments

QUOTE VALID UNTIL UNTIL MACHINE IS SOLD OR 60 DAYS. MACHINE IS CURRENTLY IN STOCK AND COULD BE DELIVERED IN 2-3 WEEKS.

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	1FF035GXCNK298335 X528866	19	New 2023 JOHN DEERE 35G Customer Discount Sourcewell Discount #032119-JDC 29% PM Elite - 19 - 1500 Hours Warranty -John Deere Power Train & Hyd.-60 Months, 2000 Hours,Deductible: 0, Exp Date: 10/28/2027	\$89,405.13 (\$22,125.46)
Item Subtotal:				\$67,279.67
1	PXBU5XE005812 X624436	0	New 2022 JOHN DEERE 35HD18	\$1,200.00
Equipment Subtotal:				\$68,479.67

Purchase Order Totals

Balance: \$68,479.67
Total Taxable Amount: \$0.00
TX STATE TAX: \$0.00
TX CITY TAX: \$0.00
TX SPECIAL TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$68,479.67
Cash with Order: \$0.00
Balance Due: \$68,479.67

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

_____/_____
Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

((deal owner's title)'s Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	1FF035GXCNK298335	2023 JOHN DEERE 35G	3125 300MM RUBBER TRACK 4150 SUSPENSION SEAT - CLOTH 7120 5'8"(1.72M)LONG ARM/LNG LEAD 8185 CAB WITH HEATER & AIR CONDIT 9555 ANGLE BLADE FREIGHT MKT DEV FUND
1	PXBU5XE005812	2022 JOHN DEERE 35HD18	None

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products***: 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers**: 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors**: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments**: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment**: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



Product Quotation

Quotation Number: 33524D034250

Date: 2022-12-29 12:19:15

Ship to	Bobcat Dealer	Bill To
CITY OF BURLESON Attn: TRAY GEE 141 W. RENFRO ST BURLESON, TX 76028	Bobcat of North Texas - Fort Worth, Fort Worth, TX 5633 MARK IV PKWY FORT WORTH TX 76131 Phone: (817) 654-2202 Fax: (817) 457-9425 ----- Contact: Todd Lewis Phone: 817-654-2202 Fax: 817-457-9425 Cellular: 214-869-6161 E Mail: tlewis@bobcatofdallas.com	CITY OF BURLESON Attn: TRAY GEE 141 W. RENFRO ST BURLESON, TX 76028

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$74,733.75	\$74,733.75
P69 Performance Package	M0285-P06-P69	1	\$0.00	\$0.00
Power Bob-Tach	Hydraulic Bucket Positioning			
7-Pin Attachment Control Kit	Automatic Ride Control			
High Flow	Reversing Fan			
2-Speed				
C37 Comfort Package	M0285-P07-C37	1	\$0.00	\$0.00
Enclosed Cab with AC/Heat	Deluxe Instrument Panel with Keyless Start			
Sound Reduction	Radio			
Cab Accessories Package	Heated Cloth Air Ride Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$0.00	\$0.00
80" Severe Duty Bucket	7326129	1	\$0.00	\$0.00
--- Bolt-On Cutting Edge, 80"	6718008	1	\$0.00	\$0.00
Total of Items Quoted				\$74,733.75
Other Charges: Material and Logistics				\$6,024.00
Quote Total - US dollars				\$80,757.75

Notes:

BUYBOARD 685-22

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



DATE: Dec 06, 2022
QUOTE #:311335-01

CITY OF BURLESON
TREY GEE

Dunn, Patrick
817.996.6348

141 W RENFRO ST
BURLESON, TEXAS 76028-4296

One (1) New Caterpillar Inc Model: 289D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

List Price	\$117,462.00
Sourcwell contract 032119 discount 21%	(\$24,667.02)
Holt Caterpillar customer loyalty discount	(\$1,895.43)
SUB TOTAL	\$90,899.55
TOTAL PURCHASE PRICE	\$90,899.55

WARRANTY

Standard Warranty: 24 Month/2000 Hour Total Machine Limited Warranty

DATE: Dec 06, 2022QUOTE #:Quote 311335-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
289D3 CTL DCA4B	630-7390
INCLUDES:	
512-4289 289D3 COMPACT TRACK LOADER	512-4289
588-9132 CAB PACKAGE, PRO PLUS	588-9132
512-4318 HYDRAULICS, PERFORMANCE, (H2)	512-4318
512-4115 CONTROL, ISO, PROP, WT	512-4115
495-1671 LIGHTS, LED	495-1671
357-0240 RUBBER BELT, 2 SPD, TF IDLERS	357-0240
512-4195 ROPS, ENCLOSED WITH A/C (C3)	512-4195
416-9265 DISPLAY, ADVANCED, LCD, CAMERA	416-9265
486-6957 FAN, COOLING, DEMAND	486-6957
512-3404 QUICK COUPLER, HYDRAULIC	512-3404
536-9738 SEAT,AIR SUSPENSION,CLOTH,HEAT	536-9738
568-4700 FILM, TWO SPEED	568-4700
345-6180 STANDARD RADIO(12V),BLUETOOTH	345-6180
556-5898 RIDE CONTROL, NONE	556-5898

DESCRIPTION	REF.#
568-5603 BATTERY,EXTRA HEAVY DUTY, DISC	568-5603
356-6082 REAR LIGHTS	356-6082
539-8060 DOOR, CAB, GLASS	539-8060
542-6994 SEAT BELT, 2"	542-6994
573-8121 PRODUCT LINK, CELLULAR PL641	573-8121
563-1163 CERTIFICATION ARR, P65	563-1163
345-3556 HEATER, ENGINE COOLANT, 120V	345-3556
INSTRUCTIONS, ANSI, USA	512-3745
FILM, SELF LEVEL, ANSI	435-9238
TRACK,RUBBER,450MM(17.7 IN)BAR	454-6059
SERIALIZED TECHNICAL MEDIA KIT	421-8926
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	0P-2266
Caterpillar 74" edge bucket	279-5373

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.3B diesel engine
 -Gross horsepower per SAE J1349
 74.3 hp (55.4 kW) @ 2400 RPM
 -Electric fuel priming pump
 -Glow plugs starting aid
 -Liquid cooled, direct injection
 Air cleaner, dual element, radial seal
 S-O-S sampling valve, hydraulic oil

Filter, cartridge type, hydraulic
 Filters, canister type, fuel
 and water separator
 Radiator / hydraulic oil
 cooler (side-by-side)
 Spring applied, hydraulically released,
 parking brakes
 Hydrostatic transmission

UNDERCARRIAGE

Dual flange front idler, single flange
 Rear idler

Suspension - independent torsion axle(4)
 Two speed motor

HYDRAULICS

ISO or H pattern controls:
 Electro/hydraulic implement control
 Electro/hydraulic hydrostatic

transmission control
 Speed sensor guarding

ELECTRICAL

12 volt electrical system
 80 ampere alternator
 Ignition key start / stop / aux switch
 Lights:
 -Gauge backlighting

-Two rear tail lights
 -Dome light
 Backup alarm
 Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:

- Air filter restriction
- Alternator output
- Armrest raised / operator out of seat
- Engine coolant temperature
- Engine oil pressure
- Glow plug activation
- Hydraulic filter restriction
- Hydraulic oil temperature
- Park brake engages
- Engine emission system

Gauges: fuel level and hour meter
Storage compartment with netting
Ergonomic contoured armrest
Control interlock system, when operator

leaves seat or armrest raised:

- Hydraulic system disables
- Hydrostatic transmission disables
- Parking brake engages

ROPS cab, open, tilt up
Anti-theft security system w/6-button keypad
FOPS, Level I
Top and rear windows
Floormat
Interior rear view mirror
12V electric socket
Horn
Hand (dial) throttle, electronic

FRAMES

Lift linkage, vertical path
Chassis, one piece welded
Machine tie down points (6)

Belly pan cleanout
Support, lift arm
Rear bumper, welded

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Heavy duty flat faced quick disconnects
with integrated pressure release
Split D-ring to route work tool hoses
Along side of left lift arm
Hydraulic demand cooling fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007



RDO Equipment Co.
5301 Mark IV Parkway
Fort Worth TX, 76131
Phone: (817) 232-8094 - Fax: (817) 847-0398

Investment Proposal Date:	12/29/2022
Pricing Valid Until:	2/28/2023
Deal Number:	1619636
Customer Account#:	1113006
Governmental Sales Professional:	Austin Walker
Phone:	(817) 566-1541
Fax:	
Email:	awalker@rdoequipment.com

-QUOTE VALID UNTIL 2/28/2023.
-EXTENDED WARRANTY AND PREVENTATIVE MAINTENANCE AGREEMENT ARE OPTIONAL ITEMS.

[illegible]

Balance:	\$95,132.71
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX CITY TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$95,132.71
Cash with Order:	\$0.00
Balance Due:	\$95,132.71

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City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Director of Parks and Recreation
MEETING: February 20, 2023

SUBJECT:

Consider approval of a resolution authorizing sponsorship of proposed public events for calendar year 2023 in accordance to Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances. (*Staff Contact: Jen Basham, Director of Parks and Recreation*)

SUMMARY:

On December 12, 2022, City Council approved an amendment to Chapter 70, "Streets, Sidewalks and Public Places," of the Code of Ordinances. One result of the amendment was , events that are requesting an in-kind sponsorship of over \$500 from the city including but not limited to the items below, would require Council approval for their public event.

Cost of policing of the event
Cost of medical services at the event
Cost of public works services at the event
Cost of parks and recreation services at the event
Waiver of building rental fee

There are eight public events for calendar year 2023 that are requesting in-kind sponsorships over \$500 for review, consideration, and approval. Those events are as follows:

Business over Breakfast: Monthly event (Final Tuesday of every month beginning February 28, 2023)

Burleson/Joshua Girl Scout Unit 224 – Leaders: (Monthly event First Thursday of every month beginning March 2, 2023)

American Red Cross Community Blood Drive: Monthly event (Select dates: May 3, 2023, July 17, 2023, September 21, 2023, and November 21, 2023)

Light Up the Night: April 1, 2023

City on the Hill: May 13, 2023

Independence Day Parade: July 4, 2023

Toys for Tots: November 29, 2023

Christmas Parade of Lights: December 2, 2023

OPTIONS:

- 1) Approve sponsorship of proposed public events.
- 2) Approve sponsorship of proposed public events with changes.
- 3) Deny sponsorship of proposed public events.

RECOMMENDATION:

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

FISCAL IMPACT:

STAFF CONTACT:

Jen Basham
Director of Parks and Recreation
jbasham@burlesontx.com
817-426-9201



Public Events

City Council: February 20

Staff Presenter: Jen Basham, Director of Parks and Recreation

Agenda

- ① Background
- ② Upcoming Public Events
- ③ Event Information and Associated Partnership Cost
- ④ Options



AGENDA

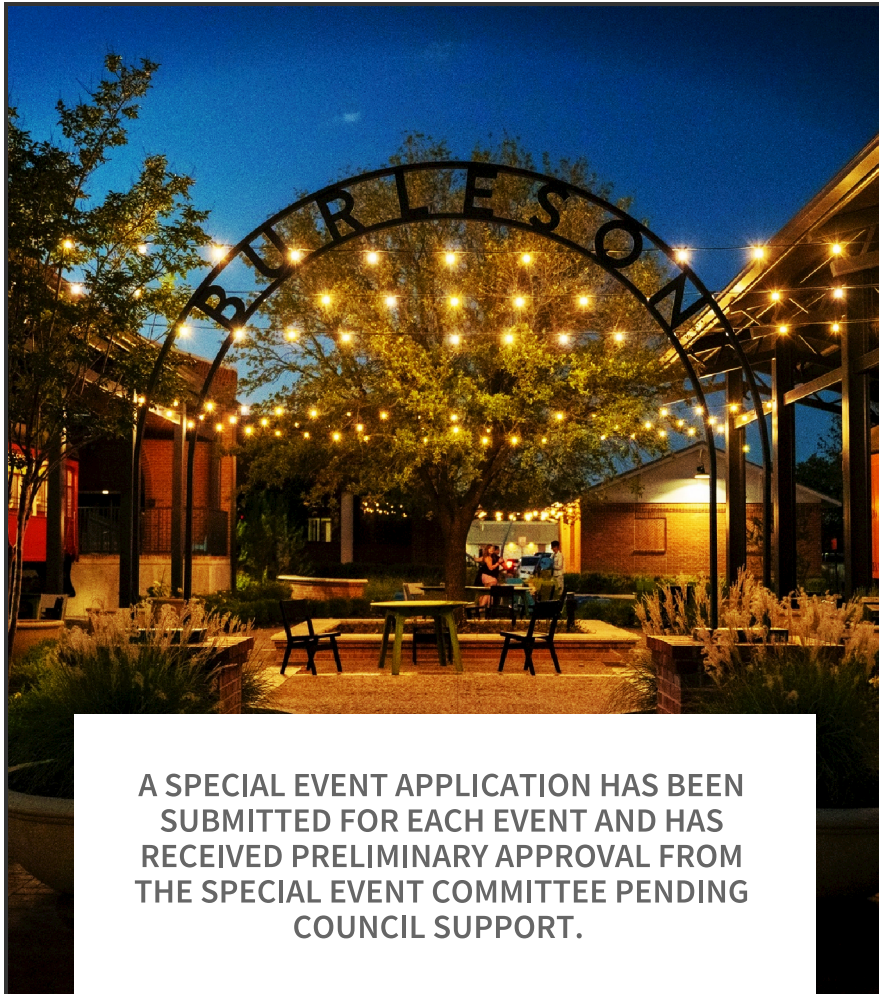
Background

- **Public Events: Ordinance Amendment**

- Amendment to Chapter 70, “Streets, Sidewalks and Public Places,” of the Code of Ordinances was approved by City Council on **December 12, 2022.**
- **Summary of Ordinance Amendment - Events that need Council approval are now as follows:**
- **Non-city public events that will close or impacts a public street, sidewalk, or trail, not to include neighborhood block parties.**
- **Events that are requesting an in-kind sponsorship of over \$500 from the city including but not limited to the following:**
 - *Cost of policing of the event*
 - *Cost of medical services at the event*
 - *Cost of public works services at the event*
 - *Cost of parks and recreation services at the event*
- **Waiver of building rental fee**



Upcoming Public Event Request



- ① **Business over Breakfast: Final Tuesday of every month (begins February 28, 2023)**
 - Key Organizer: Burleson Area Chamber of Commerce
- ② **Burleson/Joshua Girl Scout Unit 224 - First Thursday of every month**
 - Key Organizer: Jennifer Monjack
- ③ **American Red Cross Blood Drive: Four drives in 2023**
 - Key Organizer: Melissa Rodriguez with American Red Cross
- ④ **Light Up the Night: April 1, 2023**
 - Key Organizer: Center for ASD
- ⑤ **City on the Hill: May 13, 2023**
 - Key Organizer: Crazy 8 Ministries
- ⑥ **Independence Day Parade: July 4, 2023**
 - Key Organizer: Burleson Lion Club
- ⑦ **Toys for Tots: November 29, 2023**
 - Key Organizer: Marine Corps League, Jack Mattson
- ⑧ **Christmas Parade: December 2, 2023**
 - Key Organizer: Burleson Rotary Club

Business Over Breakfast

Event Organizer: Burleson Area Chamber of Commerce

Organizer Background: The Burleson Area Chamber of Commerce is a 500+ Member strong organization dedicated to promoting businesses and business opportunities in the Burleson Area.

- **Event Details:**

- **Event Date:** Final Tuesday of every month beginning February 28, 2023 through December 2023.
- **Event Location:** BRiCk Meeting Rooms (standard meeting place) and Russell Farm Art Center (2-months, June and July).
- **Event Time:** 7:30am-9:00am

- **Event Description:**

- The goal of Business over Breakfast is to provide an opportunity to market Chamber businesses and organizations to the community by creating a space for networking and relationship building.

- **Associated Partnership Cost: \$2,700**

- **Rental Space Amount Requested (Parks and Recreation):** includes meeting room space and staff support for set up assistance.

- **Additional information:**

- **Event history:** This is a first time event request.



Burleson/Joshua Girl Scout Unit 224 - Leaders

Event Organizer: Jennifer Monjack

Organizer Background: Currently this service unit 224 covers Burleson and Joshua zip codes and school districts. They have over 20 troops and around 300 girls enrolled this year. The troop leaders typically meet for two hours on the first Thursday of the month.

- **Event Details:**

- **Event Date:** First Thursday of every month through December 2023.
- **Event Location:** BRiCk Meeting Room A or B
- **Event Time:** 6:30pm-8:30pm

- **Event Description:**

- Monthly troop leader meeting

- **Associated Partnership Cost: \$990**

- Rental Space Amount Requested (Parks and Recreation): includes meeting room space

- **Additional information:**

- **Event history:** This is a first time event request.



American Red Cross Blood Drive

Event Organizer: Melissa Rodriguez

Organizer Background: In the past, American Red Cross has used the parking lot of the BRiCk to run blood drives from their mobile bus. Due to some recent issues and inconsistencies with their bus they are now requesting to use the BRiCk Meeting Rooms throughout the year for their community blood drives.

- **Event Details:**

- **Event Dates:** 5/3/23, 7/17/23, 9/21/23, and 11/21/23
- **Event Location:** BRiCk Meeting Room A and B
- **Event Time:** 12pm-6pm

- **Event Description:**

- Blood drive

- **Associated Partnership Cost: \$2,592**

- **Rental Space Amount Requested (Parks and Recreation):** includes meeting room space

- **Additional information:**

- **Event history:** This is a first time event request.



Light Up the Night

Event Organizer: Center for ASD

Organizer Background: The Center for ASD was founded in March of 2009. It's mission is to assist families affected by autism, both emotionally and financially.

- **Event Details:**

- **Event Date:** April 1, 2023
- **Event Location:** BRiCk Parking Lot (near BISA soccer fields)
- **Event Time:** 6:30pm-9:30pm

- **Event Description:**

- Free community autism awareness event which includes a glow walk and a variety of kids activities.

- **Associated Partnership Cost: \$4,096**

- **City Mobile Stage Request (Parks and Recreation):** includes stage and staff support.
- **Special event permitting fee:** \$50.00

- **Additional Information:**

- **Event history:** This event was held last year, April 2, 2022, as a first year event.



City on the Hill

Event Organizer: Crazy 8 Ministries

Organizer Background: Crazy 8 Ministries is a faith-based organization founded in March of 2011. It's mission is to attack suburban poverty barriers that hinder individuals and families by providing a variety of services.

- **Event Details:**

- **Event Date:** May 13, 2023
- **Event Location:** Burleson High School parking lot
- **Event Time:** 10am-2pm

- **Event Description:**

- Free community event provided by Crazy 8 Ministry which includes vendors and a variety of kids activities. This is a event that promotes community collaboration between the BISD school district, local churches, local businesses, and local non-profits.

- **Associated Partnership Cost: \$3,968**

- **City Mobile Stage Request (Parks and Recreation):** includes stage and staff support.
- **Special event permitting fee:** \$50.00

- **Additional Information:**

- **Event history:** This event has been held since 2012.



Independence Day Parade

Event Organizer: Burleson Lion's Club

Organizer Background: The Burleson Lion's Club is community service organization of men and women who volunteer their time to humanitarian causes. They were founded in 1917 and the organization's motto is: "WE SERVE".

- **Event Details:**

- **Event Date:** July 4, 2023
- **Event Location:** Mayor Vera Plaza
- **Event Time:** 9am-11am

- **Event Description:**

- Burleson Lion's Club: Organizes Independence Day parade, vendors, and acts as primary event contact.
- City of Burleson: Provides Burleson police officers for public safety purposes, street closures, trash cans/pick up, and signage in nearby neighborhood regarding parking.

- **Associated Partnership Cost: \$6,327**

- Public safety staffing cost: \$2,225
- Public works staffing cost: \$4,052
- Special event permitting fee: \$50.00

- **Additional Information:**

- **Event history:** This event has been held in our community for 10+ years by the Burleson Lion's Club.



Please note: The parade route that will be used is a pre-approved route which is included in the special event ordinance.

Toys for Tots

Event Organizer: Marine League Corps, Jack Mattson

Organizer Background: Jack Mattson is an affiliate of the Marine League Corps. His mission is provide Christmas gifts to economically challenged children for the holiday season through the Toys for Tots program.

- **Event Details:**

- **Event Dates:** November 29, 2023
- **Event Location:** Chisenhall Sports Complex or Burleson High School (still TBD)
- **Event Time:** 6:30pm-9:30pm

- **Event Description:**

- Community toy drive to provide Christmas gifts to economically challenged children for the holiday season through the Toys for Tots program.

- **Associated Partnership Cost: \$6,006**

- **Mobile stage request (Parks and Recreation):** \$4,174 (includes stage and staff support)
- **Chisenhall Sports Complex rental fee:** Additional \$200 (only if the location is selected)
- **Public safety staffing cost:** \$1,782
- **Special event permitting fee:** \$50.00

- **Additional Information:**

- **Event history:** This event was held on November 30, 2022 as a first year event.



Christmas Parade of Lights

Event Organizer: Burleson Rotary Club

Organizer Background: The Burleson Rotary Club is a community service organization that are committed to making lasting changes in our community and globally. The motto is “Service Above Self.”

- **Event Details:**
 - **Event Date:** December 2, 2023
 - **Event Location:** Mayor Vera Plaza
 - **Event Time:** 6pm-8pm
- **Event Description:**
 - Burleson Rotary Club: Organizes Christmas parade, vendors, and acts as primary event contact.
 - City of Burleson: Provides Burleson police officers for public safety purposes, street closures, trash cans/pick up, and signage in nearby neighborhood regarding parking.
- **Associated Partnership Cost: \$5,222**
 - Public safety staffing cost: \$3,066
 - Public works staffing cost: \$2,106
 - Special event permitting fee: \$50.00
- **Additional Information:**
 - **Event history:** This event has been held in our community for 10+ years by the Burleson Rotary Club.



Please note: The parade route that will be used is a pre-approved route which is included in the special event ordinance.

Options

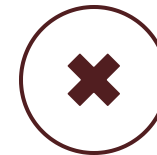
Consider approval of a resolution authorizing sponsorship of proposed public events for calendar year 2023 in accordance to Chapter 70, “Streets, Sidewalks and Public Places,” of the Code of Ordinances.



- Approve sponsorship of proposed public events



- Approve sponsorship of proposed public events with changes



- Deny sponsorship of proposed public events

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON SPONSORSHIP OF THE PROPOSED PUBLIC EVENTS IN EXHIBIT A FOR CALENDAR YEAR 2023.

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, to support organizations in exhibit A, the Burleson City Council seeks to sponsor the proposed public events, including in-kind donations of City public safety personnel, City rental spaces, City mobile stage, City personnel for traffic control and parade clean up, and signage.

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

Section 1.

The City Manager or his appointee(s) is authorized to provide City sponsorship and in-kind donations to the organizations listed in exhibit A.

Section 2.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A:

- **Business over Breakfast: Final Tuesday of every month (begins February 28, 2023)**
 - **Key Organizer:** Burleson Area Chamber of Commerce
 - **Services provided by the City of Burleson:** Burleson Recreation Center - Meeting room rental space
- **Burleson/Joshua Girl Scout Unit 224 – Leaders: First Thursday of every month (begins March 2, 2023)**
 - **Key Organizer:** Jennifer Monjack
 - **Services provided by the City of Burleson:** Burleson Recreation Center - Meeting room rental space
- **American Red Cross Community Blood Drive: Monthly event (Select dates: May 3, 2023, July 17, 2023, September 21, 2023, and November 21, 2023)**
 - **Key Organizer:** Melissa Rodriguez
 - **Services provided by the City of Burleson:** Burleson Recreation Center - Meeting room rental space
- **Light Up the Night: April 1, 2023**
 - **Key Organizer:** Center for ASD
 - **Services provided by the City of Burleson:** City mobile stage rental (includes staff stage support)
- **City on the Hill: May 13, 2023**
 - **Key Organizer:** Crazy 8 Ministries
 - **Services provided by the City of Burleson:** City mobile stage rental (includes staff stage support)
- **Independence Day Parade: July 4, 2023**
 - **Key Organizer:** Burleson Lion Club
 - **Services provided by the City of Burleson:** Public safety and public works services for parade street closures, traffic control, and overall event safety purposes.
- **Toys for Tots: November 29, 2023**
 - **Key Organizer:** Marine Corps League, Jack Mattson
 - **Services provided by the City of Burleson:** City mobile stage rental, Chisenhall Sports Complex football field usage (if selected as event location) and public safety support for event traffic control for toy drop off route.
- **Christmas Parade: December 2, 2023**
 - **Key Organizer:** Burleson Rotary Club
 - **Services provided by the City of Burleson:** Public safety and public works services for parade street closures, traffic control, and overall event safety purposes.

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: February 20, 2023

SUBJECT:

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

SUMMARY:

On September 19, 2022, an application was submitted by Nicholas Balsamo with Kalterra Capital Partners, to rezone approximately 35.20 acres from “PD” Planned Development district, to “PD” Planned Development district to allow for a mixture of retail and single-family attached lots within the Transit-Oriented Development (TOD) district. The applicant has proposed a new “PD” for their 35.20-acre parcel, attached as Exhibit “3”.

Planning Analysis

The applicant is proposing to develop the site as a planned development and zone the lot out of the current “PD” zoning outlined in Ordinance D-065-06 (attached as Exhibit 4). This request (if approved) would only apply to this 35.20 acre parcel. The original/ current PD zoning would remain intact for the remainder of parcels within the TOD designated area. The proposed PD reduces the overall potential or by-right residential density for this area, while also providing a retail component. Additionally, minimum design standards have been incorporated in to the zoning (PD language) to enhance the residential component of the proposed development.

Significant highlights of the current zoning proposal:

- Only permits general retail (Zones A1 and A2) and single family attached (Zones B1 and B2) with a maximum density of 12 dwelling units per acre.
 - Current zoning allows 20 dwelling units per acre by right. Allows greater than 20 dwelling units per acre with a parking structure [24 units per building].
- Multifamily apartments and endcap / live-work mixed-use apartment no longer allowed.

- Current zoning apartments are permitted as an end cap with a maximum of 24 units; or as a component of mixed use with commercial and a parking structure.
- No more than 50 percent of residential units (as shown on site plan exhibit) shall be front loaded.
- Increased landscaping standards for residential dwellings. An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units. 10 shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.
 - Current zoning only requires one three (3) inch caliper tree per lot
- Provided amenities with standards. 2 dog stations, pool (2,000 S.F.), minimum one acre of connected walkways, clubhouse (min. 5,000 S.F.), 20 percent open space with 1,000 SF of cabanas, 2 BBQ pits, and a dog park (min. 3,000 SF)
 - Current zoning requires open/civic space, but no specific amenities
- Provided anti-monotony standards for residential dwellings. Additionally, no more than 35 % of units may be single-story.
 - Current zoning does not provided anti-monotony standards
- Provided garage standards. Cannot be forward most element or exceed 50 percent of the front façade.
- Providing decorating street and pedestrian lighting.
 - Current zoning does not provide enhanced lighting standards.

Proposed phasing:

Phase I will consist of zones A1 (general retail) and B1 (200 dwelling units).

Phase II will consist of zones A2 (general retail) and B2 (70 dwelling units).

Phase II residential shall not begin construction until Zone A1 or Zone A2 has received Certificate of Occupancy for no less than 6,000 SF of retail.

All street trees along Hulen St and Alsbury Dr will be planted prior to commencement of Phase II.

Site Plan Exhibit



This site is designated in the Comprehensive Plan as Transit Oriented District.

This land use category is reserved for higher density development that incorporates public transit access via rail, streetcar, or bus. Mixed use development that provides opportunities to live, work, shop and play within a closely defined area should be prioritized. Development should include a mix of office, retail, cultural facilities, and multi-story housing and townhomes that may be located above retail and office centers to create an interesting ground level that is pedestrian friendly.

Staff supports a zoning change request based on the reduction of density, the incorporation of retail with connected walkways, and the proposed enhancements incorporated within the planned development (PD) language.

Engineering:

Traffic:

Based on information provided by the developer, the development is anticipated to include approximately 22,400 square feet of commercial space, and 270 townhomes. Build-out of the development is anticipated to be completed by 2027. A traffic impact analysis (TIA) has been submitted and is currently being reviewed. The report indicated that access would be provided

by five (5) proposed access connections: two (2) connections to Hulen Street and three (3) connections to Alsbury Boulevard, it is anticipated that right-turn auxiliary lanes would be required along Hulen Street (northernmost drive only) and Alsbury Boulevard (two easternmost). The traffic engineering consultant for the City has not given final approval to the TIA; therefore, neither has the Development Services Department.

Utilities/ Drainage:

Detention aside on the site plan for a pond. Detention of storm water shall be incorporated into the design of the Development. Water is provided for a portion of the Development by the City of Burleson (Zone A2 and B2) and the remainder (Zone A1 and B1) provided by Johnson County Special Utility District (JCSUD). The development is proposing to have two separate water systems at this time. Burleson water and sanitary sewer will be extended to the development from existing lines located adjacent to the intersection of Alsbury Boulevard and Candler Drive. is required for developments 1 acre in size or larger; a five-acre area has been set aside for drainage purposes.

OPTIONS:

- 1) Approve an ordinance for the zoning change request; or
- 2) Approve an ordinance for the zoning change request with changes to or additional requirements within the PD; or
- 3) Deny an ordinance for the zoning change request.

RECOMMENDATION:

At their January 17, 2023 meeting; the Planning and Zoning Commission recommend unanimous approval of an ordinance for a zoning change request

Staff recommends approval of an ordinance for the zoning change request (Case 22-131) by unanimous vote.

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
 Director, Development Services
tmcilwain@burlesontx.com
 817-426-9684

2500 SW Hulen ZC

Location:

- 35.20 acres

Applicant:

Nicholas Balsamo
(Kalterra)

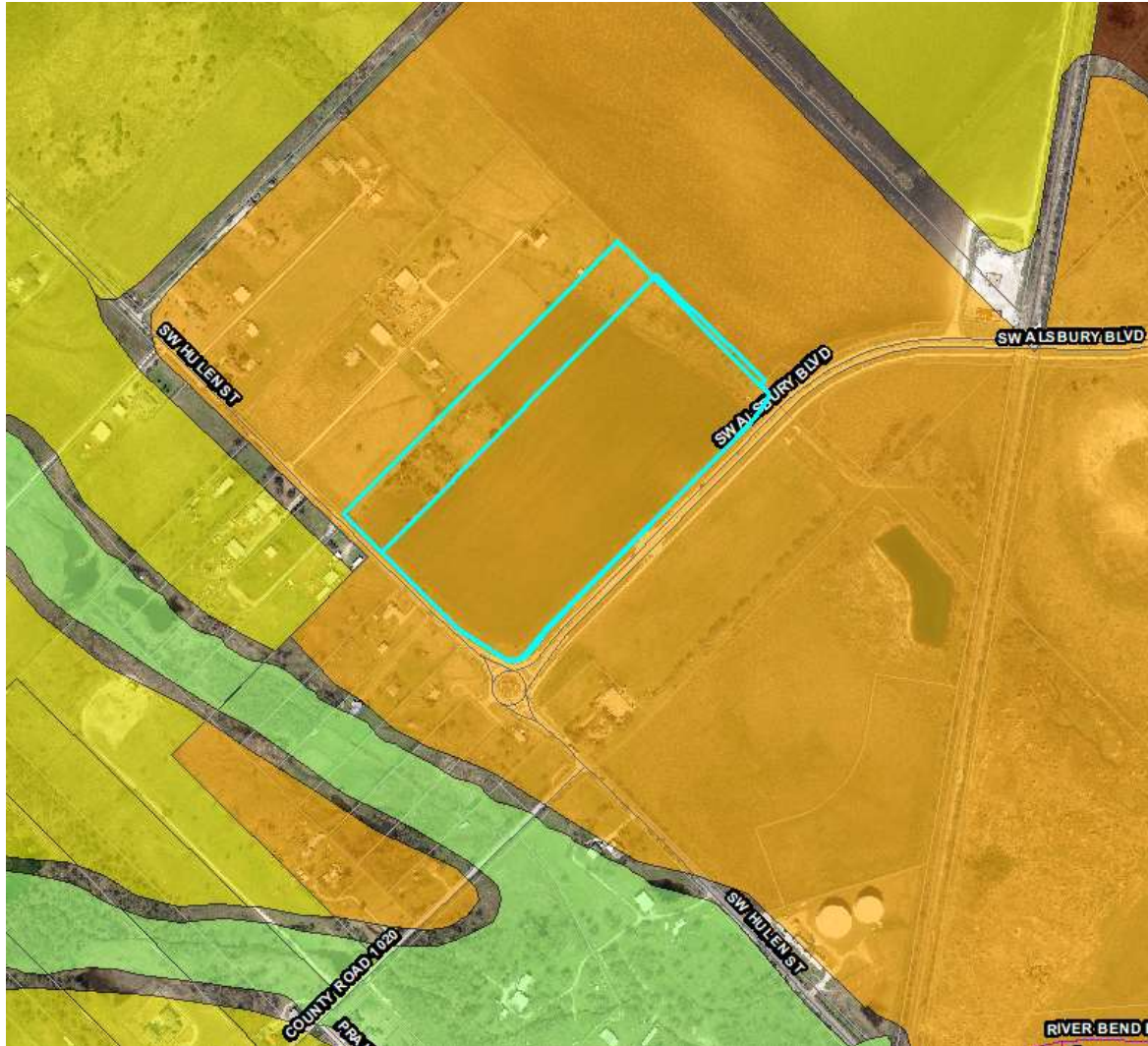
Item for approval:

Zoning Change Ordinance
(Case 22-131)



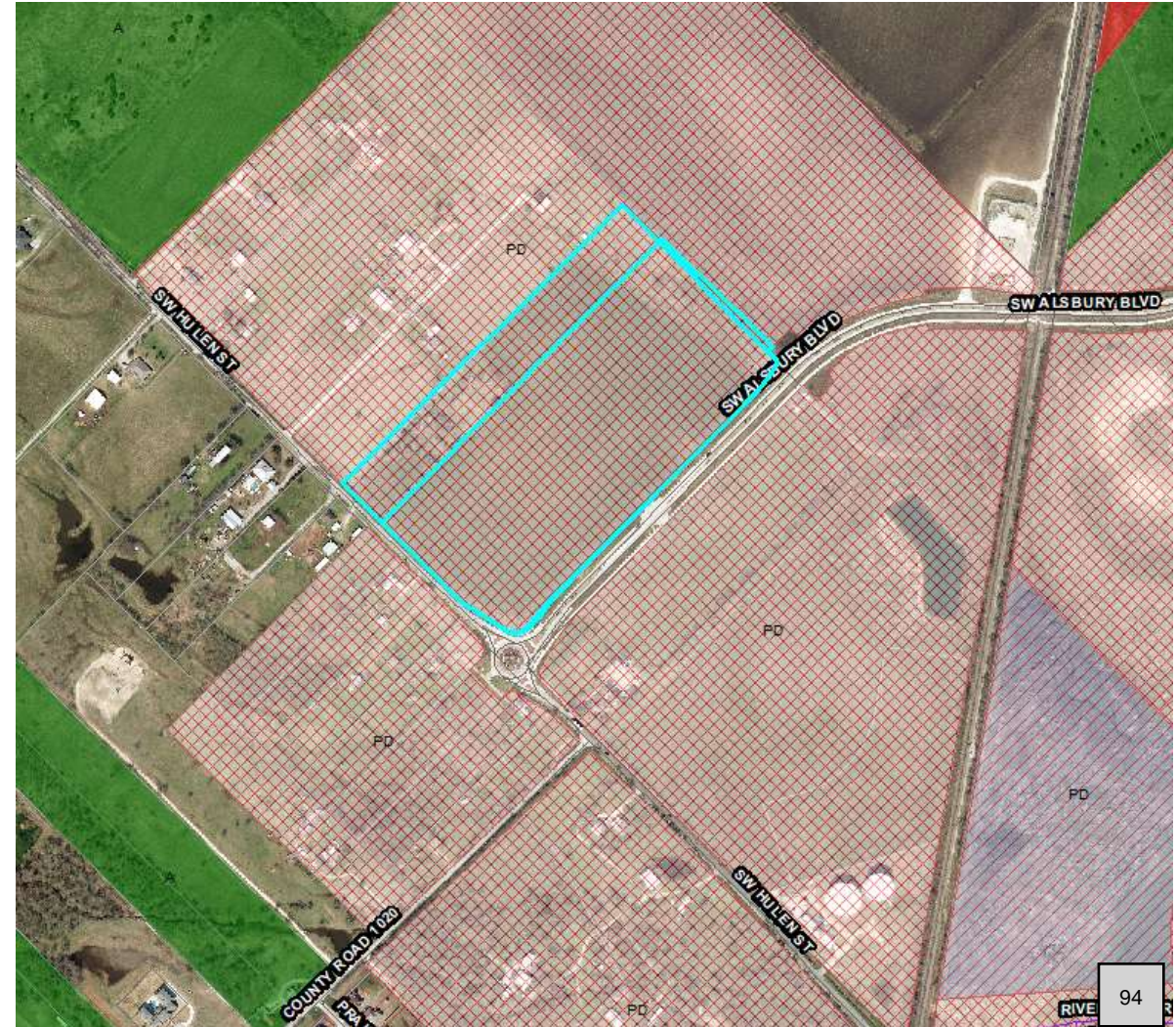
Comprehensive Plan

Transit Oriented District (TOD)



Zoning

PD (Ord. D-o65-o6)



2500 SW Hulen ZC

Proposed zoning	Current zoning
Only permits general retail and single family attached with a maximum density of 12 dwelling units per acre.	Allows 20 dwelling units per acre by right. Allows greater than 20 dwelling units per acre with a parking structure [24 units per building].
Multifamily apartments and endcap / live-work mixed-use apartment no longer permitted.	Multifamily apartments permitted as an end cap with a maximum of 24 units; or as a component of mixed use with commercial and a parking structure.
An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units. 10 shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.	Only requires one three (3) inch caliper tree per lot.
Provided amenities with standards. 2 dog stations, pool (2,000 S.F.), minimum one acre of connected walkways, clubhouse (min. 5,000 S.F.), 20 percent open space with 1,000 SF of cabanas, 2 BBQ pits, and a dog park (min. 3,000 SF).	Requires open/civic/ green space, but no specific or additional amenities.
Provided anti-monotony standards for residential dwellings. Additionally, no more than 35 % of units may be single-story.	Does not provided anti-monotony standards. All structures can be identical
Provided garage standards. Cannot be forward most element or exceed 50 percent of the front façade.	Requires rear entry or pull through garage with breezeway.
Providing decorating street and pedestrian lighting.	Current zoning does not provide enhanced lighting standards.

2500 SW Hulen ZC

Proposed phasing:

Phase I will consist of zones A1 (general retail) and B1 (200 dwelling units).

Phase II will consist of zones A2 (general retail) and B2 (70 dwelling units).

Phase II residential shall not begin construction until Zone A1 or Zone A2 has received Certificate of Occupancy for no less than 6,000 SF of retail.

All street trees along Hulen St and Alsbury Dr will be planted prior to commencement of Phase II.



2500 SW Hulen ZC

Traffic

A Traffic Impact Analysis (TIA) has been submitted and is currently in review. Any recommendations provided in the TIA shall be incorporated into the design of the Development.

Drainage

Detention of stormwater is required for proposed developments one acre in size or larger. Detention of stormwater shall be incorporated into the design of the Development.

2500 SW Hulen ZC

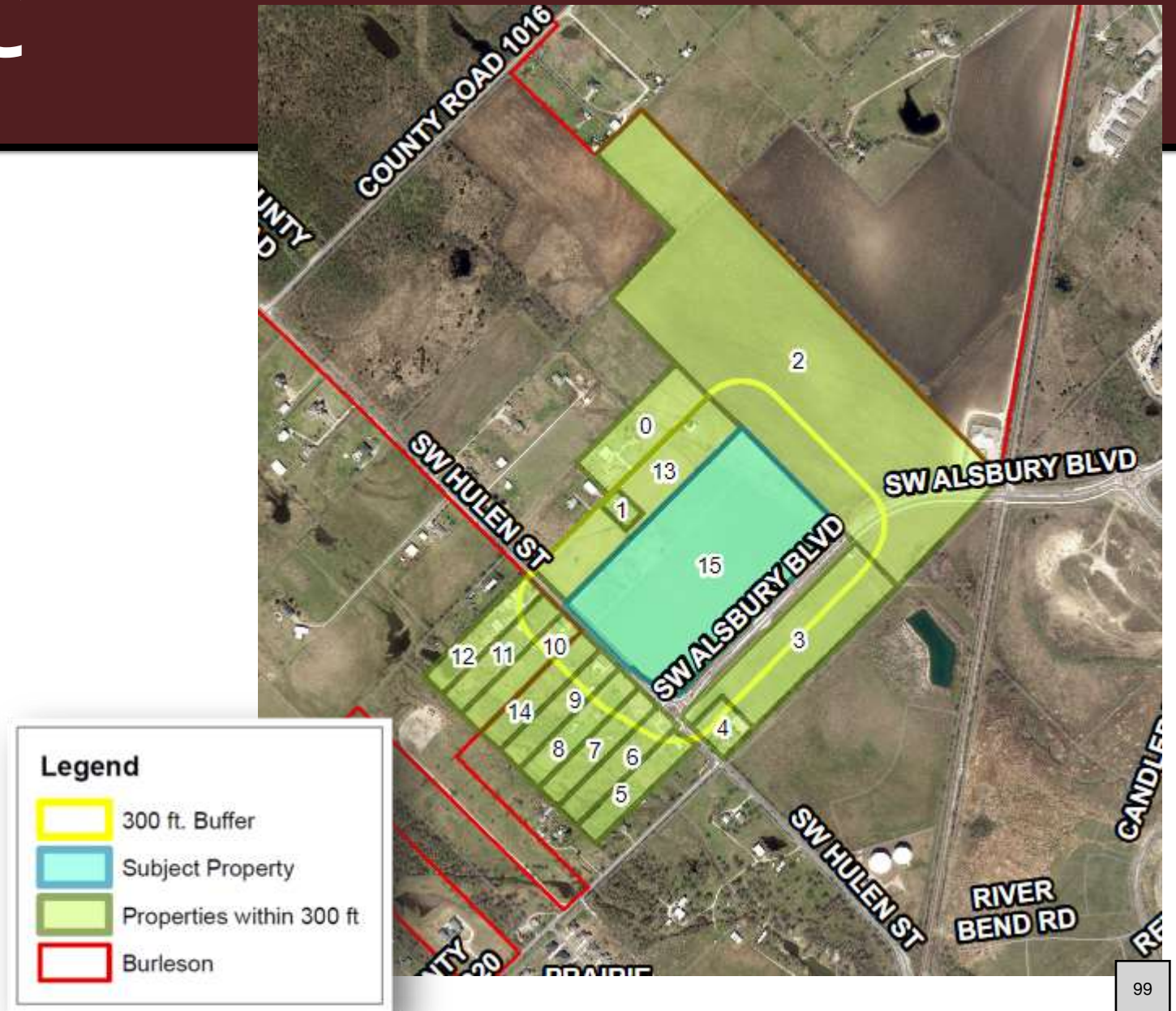
Utilities

The City of Burleson will provide sanitary sewer service. Water service will be provided for the Development by the City of Burleson and Johnson County Special Utility District (JCSUD). Existing facilities shall be extended to serve the Development as required by the City's Code of Ordinances.

2500 SW Hulen ZC

Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper
Signs Posted on the property



2500 SW Hulen ZC

P&Z Summary

Vote

Recommended approval unanimously

Discussion

There was a discussion regarding drainage and the commercial aspects of the project

Speakers

Linda Knight
Clint Nolen



2500 SW Hulen ZC

Staff's Recommendation

- Staff supports a zoning change request based on the reduction of density, the incorporation of retail with connected walkways, and the proposed enhancements incorporated within the planned development (PD) language.
- Recommend approval of an ordinance for the zoning change request (Case 22-131)



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 35.20 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 177, JOHNSON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 40.172 ACRE TRACT OF LAND CONVEYED FROM MATT POWELL TO HULEN COMMONS, LP, BY SPECIAL WARRANTY DEED, AS RECORDED IN VOLUME 3924, PAGE 66, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT, 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, 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, an application for a zoning change was filed by Nicholas Balsamo on September 19, 2022 under Case Number 22-131; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

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 the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

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

Section 1

The Official Zoning Map is hereby amended insofar as it relates to certain land described as approximately 35.20 acre tract or parcel of land situated in the H.G. Catlett survey, Abstract No. 177, Johnson County, Texas, and being part of that certain called 40.172 acre tract of land conveyed from Matt Powell to Hulen Commons, LP, by special warranty deed, as recorded in Volume 3924, Page 66, official public records, Johnson County Texas, included on Exhibit A, from PD, Planned Development District to PD, Planned Development District which are incorporated herein as Exhibit B, being attached hereto and incorporated herein by reference for all purposes.

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 & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A
Property Description

Being a 35.20 acre tract or parcel of land situated in the H.G. Catlett Survey, Abstract No. 177, Johnson County, Texas, and being part of that certain called 40.172 acre tract of land conveyed from Matt Powell to Hulen Commons, LP, by Special Warranty Deed, as recorded in Volume 3924, Page 66, Official Public Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point at or near the centerline of S.W. Hulen Street, also known as County Road 920, at the South corner of a called 11.498 acre tract of land conveyed to Lynda Ann Knight, by Warranty Deed, as recorded in Volume 1650, Page 275, Official Public Records, Johnson County, Texas, and at the West corner of said 40.172 acre tract;

THENCE North 44 degrees 50 minutes 54 seconds East, with the Southeast line of said 11.498 acre tract and with the Northwest line of said 40.172 acre tract, passing at 25.26 feet a 1/2" iron rod found, continuing for a total distance of 1,653.96 feet to a 3/4" iron pipe found in the Southwest line of the remainder of a called 1,021.925 acre tract of land conveyed to HMP Ranch LTD., by Limited General Warranty Deed, as recorded in Volume 3803, Page 887, Official Public Records, Johnson County, Texas, at the East corner of said 11.498 acre tract, and at the North corner of said 40.172 acre tract;

THENCE South 45 degrees 02 minutes 06 seconds East, with the Southwest line of said 1,021.925 acre tract and with the Northeast line of said 40.172 acre tract, a distance of 901.20 feet to a 5/8" iron rod found at the North corner of a called 4.920 acre tract of land conveyed to the City of Burleson, by Judgement in Absence of Objections, as recorded in File No. 2017-4195, Official Public Records, Johnson County, Texas and at the beginning of a curve to the right, with a radius of 34.00 feet, a delta angle of 29 degrees 02 minutes 24 seconds, the chord of which bears South 11 degrees 52 minutes 44 seconds West, for a chord distance of 17.05 feet;

THENCE with the Northwest and Northeast line of said 4.920 acre tract, the following courses and distances:

Along the arc of said curve, for an arc length of 17.23 feet to a 5/8" iron rod found in a compound curve to the right, with a radius of 489.00 feet, a delta angle of 18 degrees 10 minutes 31 seconds, the chord of which bears South 35 degrees 28 minutes 58 seconds West, for a chord distance of 154.47 feet;

Along the arc of said curve, for an arc length of 155.12 feet to a 1/2" iron rod set capped (By-Line);

South 44 degrees 34 minutes 13 seconds West, a distance of 1,081.63 feet to a 1/2" iron rod set capped (By-Line) at the beginning of a curve to the left, with a radius of 1,551.00 feet, a delta angle of 08 degrees 05 minutes 36 seconds, the chord of which bears South 44 degrees 03 minutes 03 seconds West, for a chord distance of 218.90 feet;

Along the arc of said curve, for an arc length of 219.09 feet to a point;

South 38 degrees 00 minutes 03 seconds West, a distance of 66.84 feet to a 1/2" iron rod set capped (By-Line);

South 80 degrees 35 minutes 53 seconds West, a distance of 23.45 feet to a 1/2" iron rod set capped (By-Line) at the beginning of a curve to the right, with a radius of 49.00 feet, a delta angle of 40 degrees 58 minutes 20 seconds, the chord of which bears North 78 degrees 54 minutes 57 seconds West, for a chord distance of 34.30 feet;

Along the arc of said curve, for an arc length of 35.04 feet to a 1/2" iron rod set capped (By-Line);

North 58 degrees 25 minutes 47 seconds West, a distance of 237.30 feet to a 1/2" iron rod set capped (By-Line);

North 45 degrees 13 minutes 20 seconds West, a distance of 65.24 feet to a 1/2" iron rod set capped (By-Line);

South 44 degrees 46 minutes 40 seconds West, a distance of 24.86 feet to a PK nail found at or near the centerline of S.W. Hulen Street, at a West corner of said 4.920 acre tract, and in a Southwest line of said 40.172 acre tract;

THENCE North 45 degrees 14 minutes 44 seconds West, generally along the centerline of S.W. Hulen Street and with a Southwest line of said 40.172 acre tract, a distance of 613.50 feet to the POINT OF BEGINNING and CONTAINING 35.20 acres of land.

Exhibit B – Development Standards

Section 1. Purpose and Intent

The purpose and intent of this zoning ordinance is to establish appropriate restrictions and development controls necessary to ensure that the future horizontal mixed-use development of the subject property maintains compatibility with the surrounding development and zoning.

Section 2. Development Standards

A. Applicability

All development located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this zoning ordinance.

B. Base Zoning

Any zoning, land use requirement or restriction shall conform to those requirements and/or standards of the base zoning detailed in the Site Plan Exhibit.

C. Concept Plans.

Development of any property within the boundaries of this Planned Development District shall generally conform with the Site Plan Exhibit. If there is any conflict between the text of this ordinance and the concept plan, the text of this article controls.

D. Detailed Zone Standards

1. Zone A – General Retail District

- a. Base Zoning.** Zone A base zoning is General Retail District.
- b. Special Use Permit (SUP).** The following uses require a Special Use Permit within Zone A:
 - i.** Convenience Store with Fuel Sales
 - ii.** Drive-Thru

2. Zone B – SFR-AT Single-Family Attached Townhomes

- a.** Units shall conform to the attached concept elevations. Single story – Style A.1 and A.2; 2-story townhomes – Style B (front and rear-loaded); 3-story buildings – Style C.
- b. Base Zoning.** Zone B base zoning is SFR-AT Single-Family Attached Townhomes
- c. General Description.** The SFR-AT single family attached dwelling district is established to provide adequate space for medium-density, single-family attached type residential development.

d. **Underlying Standards.** This district will adhere to the SFA zoning district as established by the City of Burleson Zoning Ordinance, Section 58, unless specifically altered in this section.

e. **Lot Dimension Calculation.**

- i. The average width of a lot may be calculated as the total width of all platted lots of the one-family attached dwelling complex contained within that block divided by the number of dwellings in the complex.
- ii. The area of a lot may be calculated as the total square footage of all platted lots of the one-family attached dwelling complex divided by the number of dwellings in the complex for each block.
- iii. The maximum width of a one-family attached dwelling complex utilizing this calculation shall be limited to 125 feet. The maximum number of dwellings shall be limited to six (6).

f. **SFR-AT Single-Family Attached Townhomes Standards.** Development complying with SFR-AT Single-Family Attached Townhomes standards shall comply with the following standards:

- i. **Density.** The maximum residential density is 12 dwelling units per acre.
- ii. **Living Area.** The minimum living area per unit is 600 square feet and the maximum living area per unit is 2,400 square feet.
- iii. **Lot Size.** The minimum lot size is 2,000 square feet.
- iv. **Lot Coverage.** The maximum coverage per lot is 70 percent.
- v. **Lot Width.** The minimum lot width is 20 feet.
- vi. **Lot Depth.** The minimum depth allowed per lot is 70 feet (minimum lot size will be 2,000 SF).
- vii. **Units per Building.** Maximum number of units per building is 6 units.
- viii. **Height.** The maximum building height is 40 feet; maximum 3 stories.
- ix. **Single story.** No more than 35% of total units shall be single story.

g. **Yard Area Requirements**

- i. Front yard setback – 5 feet.
- ii. Side yard setback (attached units) – 0 feet.
- iii. Side yard setback (between structures) – 5 feet minimum between structures
- iv. Side yard (exterior lot street or alley corners) – 5 feet.
- v. Rear yard setback – 5 feet.

- vi. Garage door setback – 5 feet.
 - vii. Front yard projections into setback – 2 feet.
 - viii. Rear yard projections into setback – 2 feet.
 - ix. Side yard projections into setback – 2 feet.
 - x. Courtyard within front yard setback will be permitted to within 0 feet or front property line.
 - xi. Fencing within front yard setback will be permitted to within 5 feet of property line. Front yard fencing on interior lots will be 50 opaque not to exceed 48" in height (i.e., wrought iron or picket fences).
 - xii. Privacy fencing of lots along the perimeter of the development may not exceed 6 feet in height.
 - xiii. Accessory trellis within front yard setback permitted to within 2 feet of property line.
 - xiv. Minimum sidewalk width will be 3 feet.
- h. **Roof Pitch.** A minimum roof pitch of 4:12 will be allowed. No minimum pitch is required for accent or dormer roofs.
- i. **Garage Standards.** No garage shall exceed 50 percent of the front façade and shall not be the forward most element of the structure. (i.e., front door or covered porch must extend forward of the garage opening)
- j. No less than 50 percent of the homes as generally shown on Exhibit A shall be rear entry.
- k. **Landscaping.** An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units. 10 shrubs or bushes with a minimum size of 5 gallons, will be provided per dwelling unit.
- l. **Lighting:** Pedestrian poles on major drives inside the property – every 200 feet; bollard lights – min. 2 per every interior sidewalk.
- i. Street and pedestrian lighting shall be of a decorative nature and have a black powder coat finish and must be raised at least nine-inches above finished grade on a concrete pedestal.
- m. **Dog cleanup stations** – min. 2 along the trail; Benches – min. 2 along the trail.
- n. **Open Space.** Open space and parks requirements for the City will be satisfied by the Master Developer as described in this Ordinance. 20% open space; minimum 1,000 SF cabanas and 2 BBQ pits will be provided. Dog park – minimum of 3,000 SF.
- o. **Separate pool** – minimum 2,000 SF.

- p. **Connected walkways.** Minimum 1.0 acre will be provided.
- q. **Clubhouse** – minimum 5,000 SF and will include Business Center – minimum 300 SF; community room – minimum 800 SF.
- r. **Off-street parking:** 1 garage and 1 parking space per dwelling unit will be provided.
- s. **Anti-Monotony Standards**
 - i. **Interior lots:** No two of the same elevation shall exist on the same side of any street. This does not include the attached structure(s) sharing the same elevation.
 - ii. **Perimeter lots:** No structure shall have the same elevation within 4 structures of any unit. This does not include the attached structure(s) sharing the same elevation.
 - iii. Anti-monotony can be accomplished by having adjacent structures of different stories and/or utilizing different elevations / architectural styles or by utilizing different primary façade materials that comprise no less than 50 percent for each adjacent structure (i.e., brick or stone)
- t. **Phasing – (Shown below)**
 - i. Phase I will consist of zones A1 and B1. Phase II will consist of zones A2 and B2. Phase II residential shall not begin construction until Zone A1 or Zone A2 has received Certificate of Occupancy for no less than 6,000 SF of retail.
 - ii. Maximum number of units for Phase I is 200 units.
 - iii. Maximum number of units for Phase II is 70 units.
 - iv. All street trees along Hulen St and Alsbury Dr will be planted prior to commencement of Phase II.

Site Plan Exhibit



Style A.1



Style A.2



Style B (Front loaded)



Style B (Rear Loaded)



Style C



ORDINANCE D-065-06

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF APPROXIMATELY 373 ACRES OUT OF THE H.G. CATLETT SURVEY, ABSTRACTS NO. 180, 186 AND 177, AND THE S.M. BLAIR SURVEY, ABSTRACT 65, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, FROM THE A AGRICULTURAL DISTRICT TO THE PD PLANNED DEVELOPMENT DISTRICT; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a zoning change was initiated by the City of Burleson under Case Number 06-030; and

WHEREAS, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

WHEREAS, the City Council and Planning and Zoning Commission have held a joint public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

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

SECTION 1

The Comprehensive Plan, the Zoning Ordinance, and the Official Zoning Map are hereby amended insofar as they relate to certain land located in Burleson, Texas, as shown on the Zoning Map attached as Exhibit "A", and described by metes and bounds description attached as Exhibit "B", by changing the zoning of said property from the A Agricultural district to the PD Planned Development district, including any other conditions and restrictions imposed and approved by the City Council, which are incorporated herein.

SECTION 2

The Planned Development, commonly known as the Burleson West Transit Oriented Development, shall be subject to the following conditions:

A. COMMUNITY INTENT

The West Transit-Oriented Development (TOD) District establishes a mixed use community anchored by a planned commuter rail station linking Johnson and Tarrant Counties, surrounded by authentic neighborhoods with roots in the enduring qualities of Burleson—its small town ambience, its traditional downtown and its strong heritage.

The West TOD District provides the design and development standards for the subject area delineated within the West portion of the Burleson TOD, attached as Exhibit 1 and incorporated by reference. The TOD Street Type Matrix, Table A attached hereto and incorporated by reference, the TOD Building Type Matrix, Table B attached hereto and incorporated by reference, and the respective explanatory regulations accompanying those matrices constitute binding regulations and standards for the West TOD District and are incorporated herein by reference. In order to develop and sustain this community, the following standards are hereby established.

1. Walkability. In order to facilitate walkability and livability, all streets shall provide accessible sidewalks with street trees or adjacent trails. Block lengths shall be as short as possible to accommodate a walking environment. Street types and cross-sections are established herein to facilitate an integrated set of transportation choices—driving, walking, cycling and transit, as well as to form a place bounded by building facades creating “street walls.” Carefully designed civic spaces such as greens, squares, plazas and trails shall be integrated into the neighborhoods.
2. Home Occupations. In order to accommodate a community that reflects the modern economy and demographic trends, home occupations shall be allowed in all residential units as follows:
 - a. The occupation function shall be incidental to the primary function of the building as a residence.
 - b. No person outside the residence may be employed unless the residence is a Live-Work unit.
 - c. There shall be no exterior display, no exterior storage of materials and no other variation from the residential character of the principal building, unless the residential unit is a Live-Work Unit or the building has been converted to a non-residential function consistent with applicable building codes.
 - d. A Live-Work Unit shall have separate entry doors and spaces for the respective residential and non-residential functions.
3. Architecture. Architectural standards herein (e.g., “windows shall be oriented vertically”) are functional in nature. Conversely, architectural style (e.g., Victorian, Prairie, Arts & Crafts, etc.) shall be determined through privately enforced conditions, covenants & restrictions (CC&Rs) so that the neighborhoods over time are responsive to evolving market preferences and styles.
4. Applicability of Subdivision Standards
 - a. The standards herein shall establish the street cross-section criteria and lot standards for subdivision within the area depicted in Exhibit 1. Any approved Preliminary and/or Final Subdivision Plat must substantially conform to the adopted site plan and concept plan for zoning.
 - b. Lots utilized for uses within the West TOD District shall conform to the requirements of the Subdivision and Development Ordinance. To the extent any standards therein conflict with standards herein, the standards herein shall control.
5. Applicability of other Requirements the Zoning Ordinance. All other requirements of the Zoning Ordinance shall apply unless they conflict with standards established in the West TOD District.

B. LAND USES, BUILDING HEIGHTS, AND OTHER ACTIVITIES

1. This section shall apply to areas designated “mixed use,” “destination retail/mixed use” or the area within Hulen Street, Alsbury Street and the Railroad delineated in Exhibit 1.
 - a. A premises on a legal lot shall be used for the following:
 - (1) retail services
 - (2) retail goods sales

- (3) art, furniture or electronics studio (retail, repair or fabrication)
 - (4) restaurant, café, bakery, deli or coffee shop
 - (5) coffee roasting
 - (6) beer, wine or other alcoholic beverage on premises sales in conjunction with a restaurant
 - (7) movie and/or performance theater
 - (8) museum or philanthropic institutions
 - (9) fraternal or other private social club
 - (10) structured parking garage provided that the frontage on the ground floor addressing the primary street is another use delineated herein
 - (11) hotel
 - (12) bed & breakfast professional offices
 - (13) health services office, clinic or laboratory
 - (14) government/civic offices
 - (15) transit
 - (16) farmer's market, parade, cultural events (requires special use permit)
 - (17) gas station (subject to specific use permit based on design and location accommodating an urban environment)
 - (18) Residential uses per the Building Type Matrix (Table B) and per the applicable street established in the Street Type Matrix (Table A), except for Estate, Large, Medium and Small House
 - b. Buildings may not exceed three (3) stories in height. Up to an additional five (5) stories may be constructed if structured parking is utilized and at least five (5) of the eight (8) of the following elements are utilized at the primary address of the building.
 - (1) patio/café seating
 - (2) plaza or courtyard
 - (3) water feature/fountain
 - (4) bicycle racks
 - (5) overhangs providing shade/colonnade
 - (6) recessed front entryway of at least forty (40) square feet
 - (7) sculpturing of the ground floor, utilizing cornices, corbelling, molding, string coursing, change in materials, and/or change in color
 - (8) recessed windows, or arches, pediments or mullions to distinguish windows
 - c. Buildings shall be sited according to the build-to-line established by street type in the Street Type Matrix (Table A)
2. This section applies to areas not designated "mixed use," or "destination retail/mixed use"; and the area west of Hulen Street or the area west of Alsbury Street delineated in Exhibit 1.
- a. Premises on a legal lot shall be used for residential or live-work (if applicable) uses per any of the housing types allowed in the Building Type Matrix (Table B) and per the applicable street established in the Street Type Matrix (Table A).
 - b. Building heights are established by the applicable building in the Building Type Matrix (Table B).
 - c. Buildings shall be sited according to the build-to-line established by street type in the Street Type Matrix (Table A)
3. Outdoor Displays. Outdoor displays for retail uses shall be limited to no more than fifty percent (50%) of the building's private frontage for lots fifty (50) feet or less in width and no more than twenty-five percent (25%) for lots greater than fifty (50) feet in width. Displays shall be allowed with functional restrictions within the building's public frontage (i.e., the public right-of-way) upon the approval of the City Manager or designee, subject to appeal to the City Council.
4. Café Seating. Outdoor café seating for restaurant, café, deli or coffee shop uses shall be limited to the building's private frontage unless café seating is licensed with functional restrictions with the

building's public frontage (i.e., the public right-of-way) upon the approval of the City Manager or designee, subject to appeal to the City Council.

5. Accessory Building Uses. The massing and use of accessory buildings shall comply with those standards contained in the Burleson Zoning Ordinance.
6. Prohibited Uses. Uses not specifically enumerated in the West TOD District, but are substantially similar, may be permitted upon the approval of the City Manager or designee, subject to appeal to the City Council. All other uses shall be prohibited, including but not limited to vehicle sales/services/repair, industrial, heavy manufacturing, and warehousing.

C. STREET CONNECTIVITY AND VISTAS

1. All streets shall be located so that all streets terminate at other streets except where not feasible due to natural site conditions. Cul-de-sacs shall be permitted only when warranted by natural site conditions.
2. Alleys should be utilized where feasible.
3. At every termination point of a street, or where it makes a ninety-degree turn (plus or minus fifteen degrees), the street shall terminate on a building or vertical element to establish a terminated vista, unless the street terminates into a park, a monumented trail entrance or natural area.

D. OFF-STREET PARKING

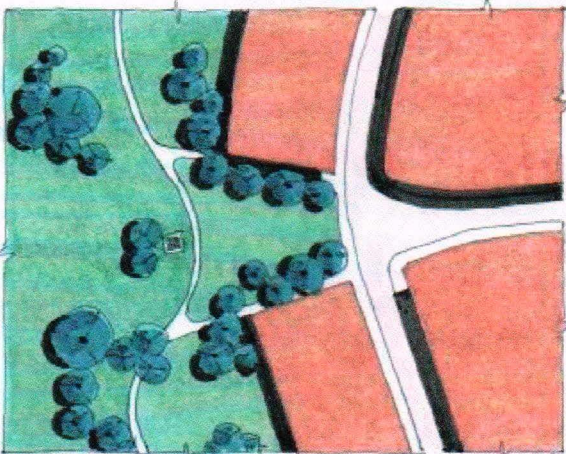
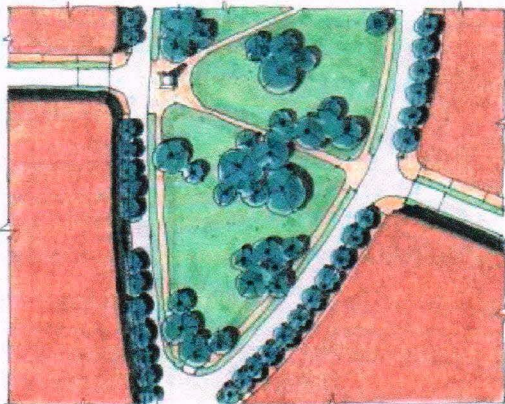
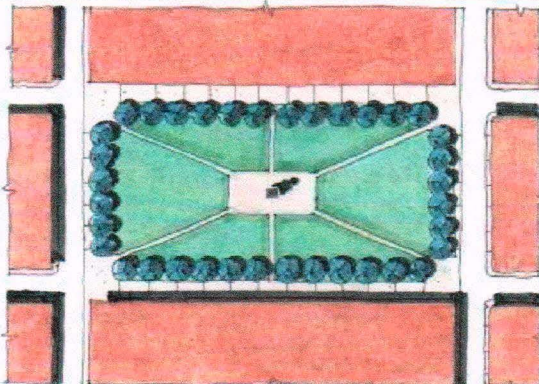
1. Location Generally. Off-street parking shall not be located between the primary address of the building and the public right-of-way.
2. Area within Hulen Street, Alsbury Street and the Railroad delineated in Exhibit 1. An off-street parking lot on the side of a building shall not be wider than sixty-five (65) feet, and a street-screen shall be provided such that the side of the parking bays closest to the street shall be screened by a wall or landscaped wrought iron fence three (3) feet in height.
 1. Spaces Required
 - (a) Residential Uses—As required by the applicable housing type in the Building Type Matrix (Table B)
 - (b) Non-residential Uses—As required by the Burleson Zoning Ordinance
 - (c) Neighborhood Commercial Incentive—The number of off-street parking spaces required for retail services, retail goods sales; pharmacies; dry cleaners; art, antique, furniture or electronics studios (retail, repair or fabrication); restaurants, cafés, delis or coffee shops; and retail bakeries shall be waived for the first 1,500 square feet of retail floor space (excluding kitchen, administrative and storage space) for a particular use as long as the total square footage of the use is no greater than 5,000 square feet.
3. Shared Parking. Off-street parking requirements for any and all uses permitted in the West TOD District may be waived subject to a shared parking agreement or a coordinated parking plan approved by the City Manager or designee, subject to appeal to the City Council.

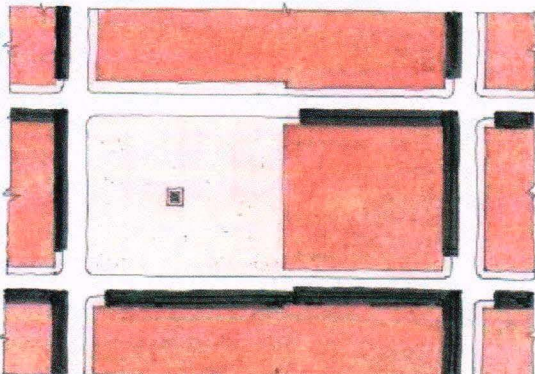
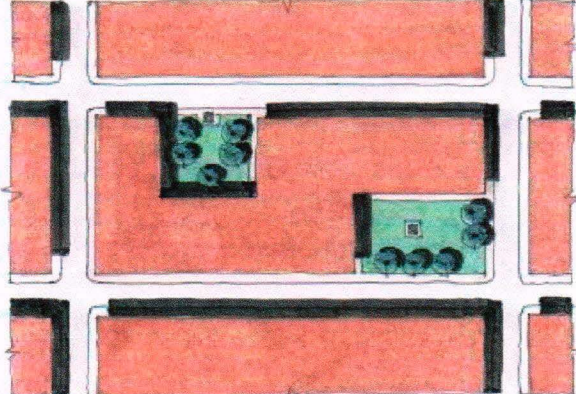
E. CIVIC SPACE

1. Each platted project shall assign at least five (5) percent of the acreage (not including public right of way or flood plain) to civic space as graphically depicted below. This standard shall not be satisfied through the option of payment into a parkland dedication fund.
2. Seventy (70) percent of all residential or mixed-use lots shall be located within 800 feet of green or

civic space for any given platted project.

3. Backing buildings onto trails or natural areas is strongly discouraged. If a building backs onto trails or natural areas, it shall utilize a rear fence that is metal and not opaque in order to enhance visual security of the Public Space, trails or natural areas. If a rear-loaded garage or pull through garage is utilized, the garage shall be located within three (3) feet of the side property line or utilize a common wall with an adjacent garage to enhance the visual security.
4. The civic space shall be designed in accordance with the following illustrative standards.

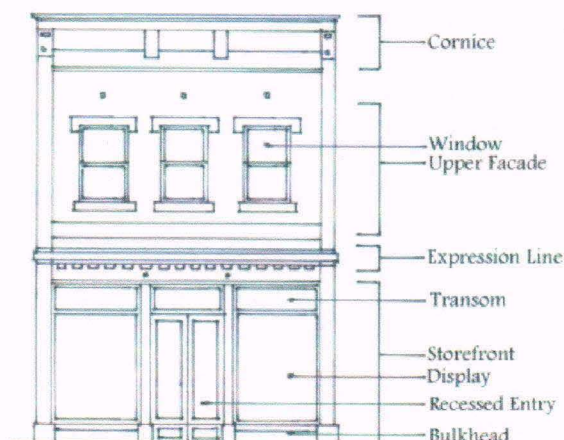
<p>a. Park</p> <p>A natural area available for unstructured recreation. A park may not be framed by building frontages. Parks shall be composed of trails, paths, meadows, tree stands and open shelters. Parks may be linear, following natural corridors and waterways. The minimum size shall be fifteen (15) acres.</p>	
<p>b. Green</p> <p>An open space, available for unstructured recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees laid out naturally. The minimum size shall be two (2) acres and the maximum size shall be fifteen (15) acres.</p>	
<p>c. Square</p> <p>An open space available for unstructured recreation and civic purposes. A square is spatially defined by buildings. Its landscape shall consist of paths, lawns, and trees laid out formally. Squares shall be located at the intersection of important streets. The minimum size shall be one (1) acre and the maximum size shall be five (5) acres.</p>	

<p>d. Plaza</p> <p>A primarily hardscaped open space with formal landscaping, available for civic purposes and commercial activities. A plaza shall be spatially defined by buildings. Plazas should be dimensioned at an approximate 3:1 ratio in terms of its width relative to the building heights. It shall not be dimensioned at more than a 6:1 ratio</p>	
<p>e. Playground</p> <p>An open space designed and equipped for children's recreation. A playground shall be fenced and may include an open shelter. Playgrounds shall be located within residential areas and may be placed within a block as illustrated. They may included in parks and greens. There shall be no minimum or maximum size.</p>	

F. ARCHITECTURAL, LANDSCAPE, SIGNAGE AND MISCELLANEOUS STANDARDS

1. Architectural Standards

- a. An expression line shall delineate divisions between floors of all buildings, and a cornice shall delineate the tops of facades that do not utilize a pitched roof. For retail storefronts, a transom, display window area and bulkhead at the base shall be utilized.



- b. To screen rooftop mechanical equipment, other appurtenances, and flat or built-up roofs, all structures having a footprint of 5,000 square feet or less shall be constructed with a pitched roof. Those structures having a footprint greater than 5,000 square feet shall be constructed with either a pitched or parapet roof system enclosed on all sides.

- c. Mansard roofs and flat membrane-type roofs that are visible are prohibited. Roofs shall be constructed of a process and of materials that shall have a minimum installation and manufacturer's warranty of at least 20 years.
- d. Ground floor retail building plate heights shall be at least fifteen (15) feet in height.
- e. Windows shall be oriented vertically. Windows on single family or town house residential buildings shall also utilize significant surrounds or shutters, as well as mullions between grouped windows.
- f. Columns and piers shall be spaced no farther apart than the height of the column or pier.
- g. Transparency: Each floor of any building façade facing a park, plaza or street shall contain transparent windows covering from 15 to 75 percent of the façade area. In order to provide clear views of merchandise and to provide natural surveillance of exterior street spaces, the street-level floor along the retail storefront facade shall have transparent storefront windows covering no less than fifty (50) percent of the façade area.
- h. Permitted finishes for commercial or mixed use buildings – At least eighty percent (80%) of the exterior of all new buildings (excluding doors and windows) shall be finished in one or more of the following materials:
 - (1) Brick, stone, cast stone, rock, marble, granite, glass block and/or tile
 - (2) Exterior Insulating Finishing System (EIFS) as an accent (abuse resistant EIFS above 8 feet above grade)
 - (3) Cementitious-fiber clapboard with at least a 50-year warranty
 - (4) Split face concrete block, poured-in-place concrete, and tilt-wall concrete. Any use of concrete products shall have an integrated color and be textured or patterned. Tilt-wall concrete structures shall include reveals, punch-outs, or other similar surface characteristics to enhance the façade on at least twenty-five (25) percent of each façade.
- i. The following permitted finishes for residential buildings and live/work units shall be allowed: Cementitious-fiber clapboard (not sheets) with at least a 50-year warranty; brick; stone; man-made stone and stucco utilizing a three-step process. The following shall be allowed up to thirty percent (30%) as an accent material: wood, Exterior Insulating Finishing System (EIFS) (abuse resistant EIFS above 8 feet above grade) or similar material over a cementitious base, rock, glass block and tile.
- j. Side facades and rear facades shall be of finished quality and of the same color and materials that blend with the front of the building. Rear facades may be painted tilt-wall or painted block matching the same color of the rest of the building if the rear façade faces an alley or is not viewable from a public street or right-of-way.
- k. On single-family residences, at least one of the following shall be utilized: porches, stoops, bay windows, balconies, masonry clad chimneys, attached pergolas or colonnades. Those architectural elements may encroach into the build-to-line.
- l. Plate Heights for single-family residential homes shall be no less than ten (10) feet for the first floor and nine (9) feet for the second or higher floors.
- m. Garages for residential buildings generally shall be located at the rear on alleys, except in order to preserve trees at the rear of the lots. Pull-through garages are allowed if the garage door is set back behind the rear façade of the main structure. If front-loaded garages are utilized on single-family residential lots, the garages shall be no greater than twenty-four (24) feet wide, and set back at least ten (10) feet measured from the face of the main structure closest to the garage, or rotated ninety (90) degrees with windows on the wall facing the street. All garage doors shall be divided into single bays separated by at least an 18-inch column. Front-loaded garages on

residential lots less than sixty (60) feet wide shall not be allowed. Town homes and courtyard apartments shall utilize rear-loaded garages.

- n. An enclosed garage or carport shall be designed and constructed of the same material as the primary building.
 - o. The exterior walls of buildings may be lit with wall washer type lights, natural gas lamps, or low wattage decorative electric lamps.
2. Landscaping. Requirements for landscaping shall be in accordance with Chapter 10 of the Burleson Code of Ordinances.
 3. Signage. Requirements for signs shall be in accordance with the provisions of the Zoning Ordinance.
 4. Dumpster Screening. All freestanding dumpsters shall be screened on all four sides with an opaque closure measuring to a height at least six (6) inches above the top of the dumpster. A dumpster located in an alley on the perimeter of the project shall be screened from view on all sides with an opaque enclosure or building niche measuring at least six (6) inches above the top of the dumpster. The building niche shall be constructed of material that matches the building.

EXHIBIT 1 – BURLESON TOD

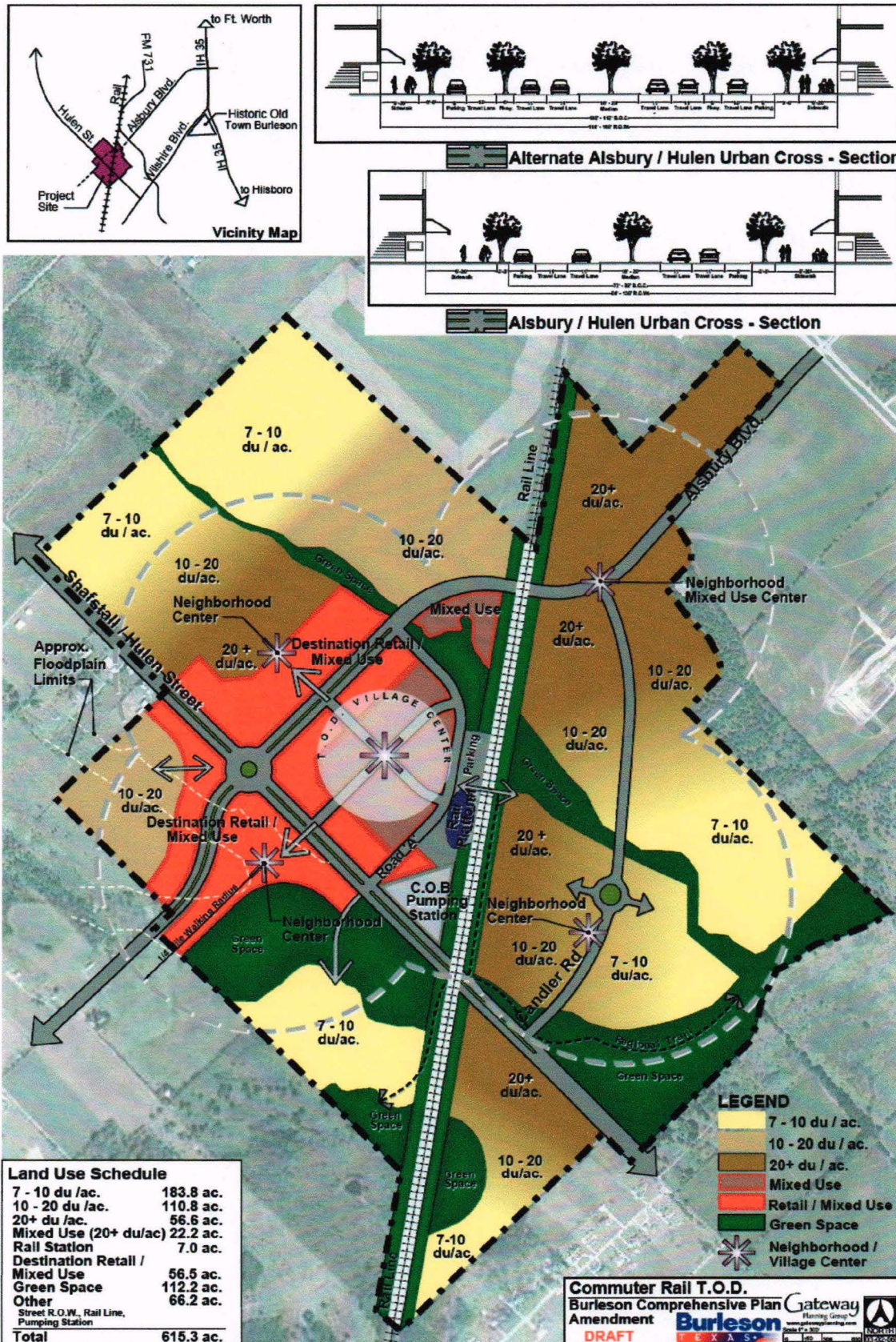

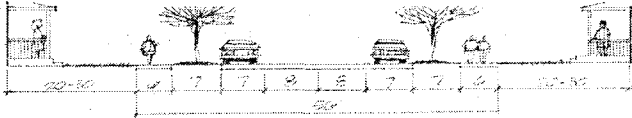
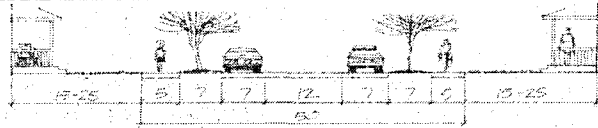
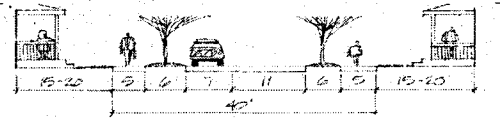

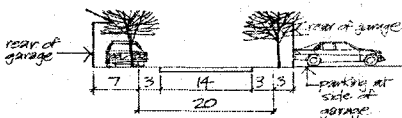
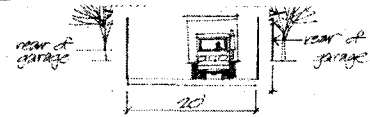
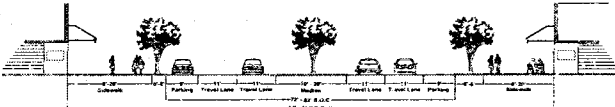
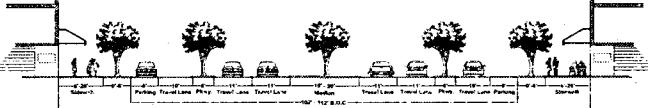


TABLE A – TOD STREET TYPE MATRIX

Street Types (1)		Curb Radii	Speed mph	Build-to-Line (2)	Street Cross Section (3)	Building Types (4)
A-68-34	Two-way Avenue with Parking	15'	30	20'-30'		All
S-56-30	Two-way Street with Parking	15'	25	20'-30'		All
S-50-26	Two-way Street with Parking	10'	20	15'-25'		All except non-residential, apartment, and Live-Work/Urban Loft
S1W-40-18	One-way Street with Parking	10'	15	15'-20'		All
C-34-23	Two-way Court with Parking	10'	15	10'-25'		All except non-residential and apartment
RA-20-14	Residential Alley (5)	15'	15	3'-7' or ? 16' (6)		All except non-residential and urban loft
CA-20-20	Commercial Alley - Temporary Parking	15'	15	0'-5'		All except House and Townhome/Stacked Condo
PA-138-62	Primary Arterial (Alsburys-Hulen)	15'	35	varies		All except House
PA-168-80	Primary Arterial (Alternative Alsburys-Hulen)	15'	35	varies		All except House

Gateway Planning Group

Explanatory Regulations:

- The first number in the type name establishes the right-of-way width; the second number establishes the paved section width.
The paved section width dimensions are set curb face to curb face except primary arterials, and the parkway includes the top of curb. Mountable curbs shall be allowed. Curbless streets shall be allowed adjacent to greenways, Public Space, and trails for storm water management purposes.
- A Build-to-Line (BTL) shall be established and platted for each street. No less than 80% of the buildings along a block shall conform to the BTL.
For the Side Street side of buildings on corner lots, the minimum side yard dimension shall serve as the BTL.
- Trees denote required street trees.
- The West TOD Zoning District Building Types Matrix establishes the building types and core uses allowed.
- For houses fronting on greens, the RA-20-14 alleys may serve as sole street access for the lot if the BTL is established at 7 feet or greater than 16 feet, or on-street parking is located within 100 feet of the front door, or additional off-street parking is provided.

TABLE B – TOD BUILDING TYPE MATRIX

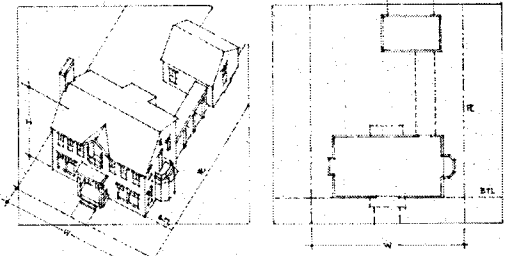
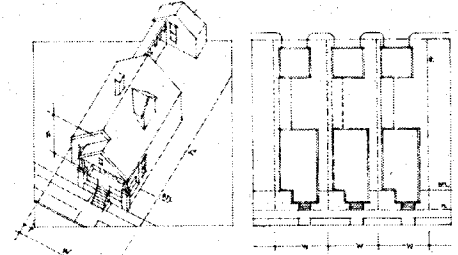
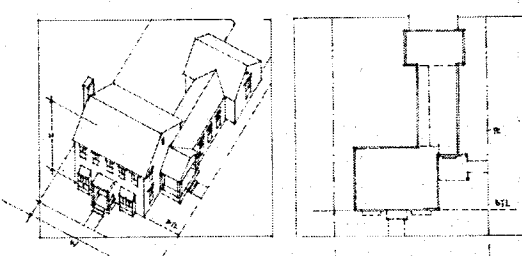
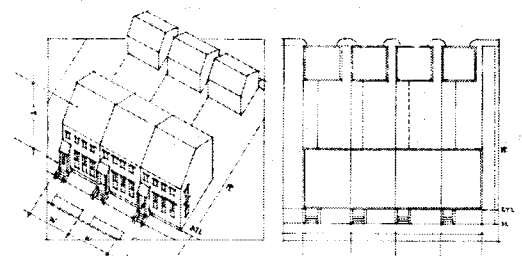
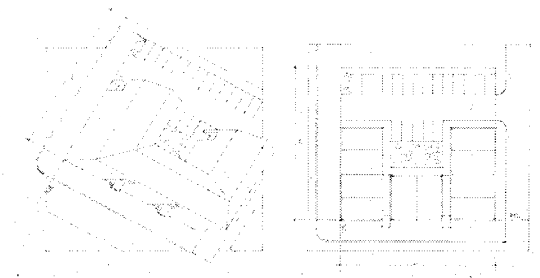
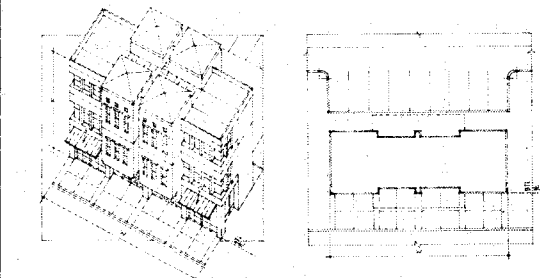
Development Standards												Prototypical Building Types
Types	Lot Widths Minimum (W)	Lot Depth Minimum	Minimum Side Yard/Rear Yard	Rear-loaded Covered Parking ⁽¹⁾	Off Street Parking Spaces Minimum Per Dwelling Unit ⁽¹⁾	Garage Set Back (front-loaded) ⁽²⁾	Maximum Height (H)	Square Foot Minimum-Maximum Per Dwelling Unit	Porch or Stoop / Depth Minimum	Accessory Unit/Max Square Footage	Maximum Lot Coverage	
Estate House	70'-80'	110'	5'	A	2	10'	2 story	3000 - No max	A/6'	A(5)/ 1000'	50%	
Large House	60'-69'	110'	5'	A	2	10'	2 story	2400-3600	A/6'	A(5)/ 800'	60%	
Medium House	50'-59'	100'	5'	R ⁽³⁾	2	n/a	2 story	1600-2600	R/6'	A(5)/ 800'	50%	
Small House	40'-49'	100'	4' ⁽⁶⁾	R	1	n/a	2 story	1400-2200	R/6'	A(5)/ 400'	60%	
Cottage House	25'-39'	90'	4' ⁽⁶⁾	R	1	n/a	2 story	900-1800	R/6'	A(5)/ 400'	70%	
Multi-Unit House ⁽⁷⁾⁽⁸⁾	60'-100'	110'	5'	R	1	10'	2 story	1700 - No max	R/6'	A(5)/ 400'	60%	
Townhome/ Stacked Condo	20'-30'	80'	0'/5'	R	1	n/a	3 story	1000 - No Max	R/0'	A(5)/ 400'	70%	

TABLE B – TOD BUILDING TYPE MATRIX

"End Cap" Apartment (9) (11)	120'	150'	10'	R	1	n/a	2 story	750 - No Max	A	N	80%	
Live-Work/ Urban Loft (12)	25'	100'	5' (13)	R	1	n/a	4 story (6)	750 - No Max	A	N	100%	

A - Allowed

N - Not Allowed

R - Required

Gateway Planning Group

Explanatory Regulations:

- (1) An enclosed garage or a carport shall be constructed of the same material as the main residential structure. Rear-loaded garages may be attached at side property line.
- (2) Garage setback shall be measured from the face of the main structure closest to the garage. Carports shall not be allowed for front-loaded parking.
- (3) "Pull-through" garages shall be allowed if the front façade of the garage is set back behind the rear façade of the house. Covered breezeways connecting the garage and the house shall be allowed.
- (5) The accessory unit shall have cooking facilities and a bathroom; but shall not require a separate water meter.
- (6) Buildings may be sited at side property line so long as buildings on adjacent lots are not within 8'.
- (7) 2 to 6 units shall be allowed.
- (8) The design of the building shall make the multi-unit structure appear as a large single-family house.
- (9) Maximum 24 units shall be allowed per building.
- (10) Courtyard(s) shall face street and provide at least 100 square feet of space per unit.
- (11) Address of building shall face the street at the end of the block so that the building acts as a block "cap."
- (12) Residential Uses shall be allowed on ground floor of building on a commercial streets with a specific use permit and if the ground floor is constructed to meet requirements of the Americans with Disabilities Act and applicable commercial building code and fire code standards; or if the residential use does not front the main address of the building and a separate entrance from the commercial use is provided externally or into a common public hallway. All Live-work units require a separate entrance for the non-residential use.
Buildings 40 units or greater per acre housing shall utilize structured parking within the area bounded by Alsbury, Hulén and the Railroad ROW.
- (13) No side yard required for urban buildings within the area bounded by Alsbury, Hulén and the Railroad ROW.

SECTION 3 CUMULATIVE CLAUSE

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 4 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 or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

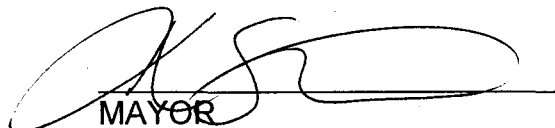
SECTION 5 PENALTY CLAUSE

Any person, firm, association of persons, company, corporation, or their agents, 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 V.T.C.A. 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.

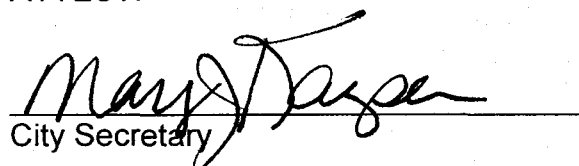
SECTION 6 EFFECTIVE DATE

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

PASSED AND APPROVED this the 23rd day of March 2006


MAYOR

ATTEST:


City Secretary

First Reading: 3/9/06

Exhibit A Zoning Map

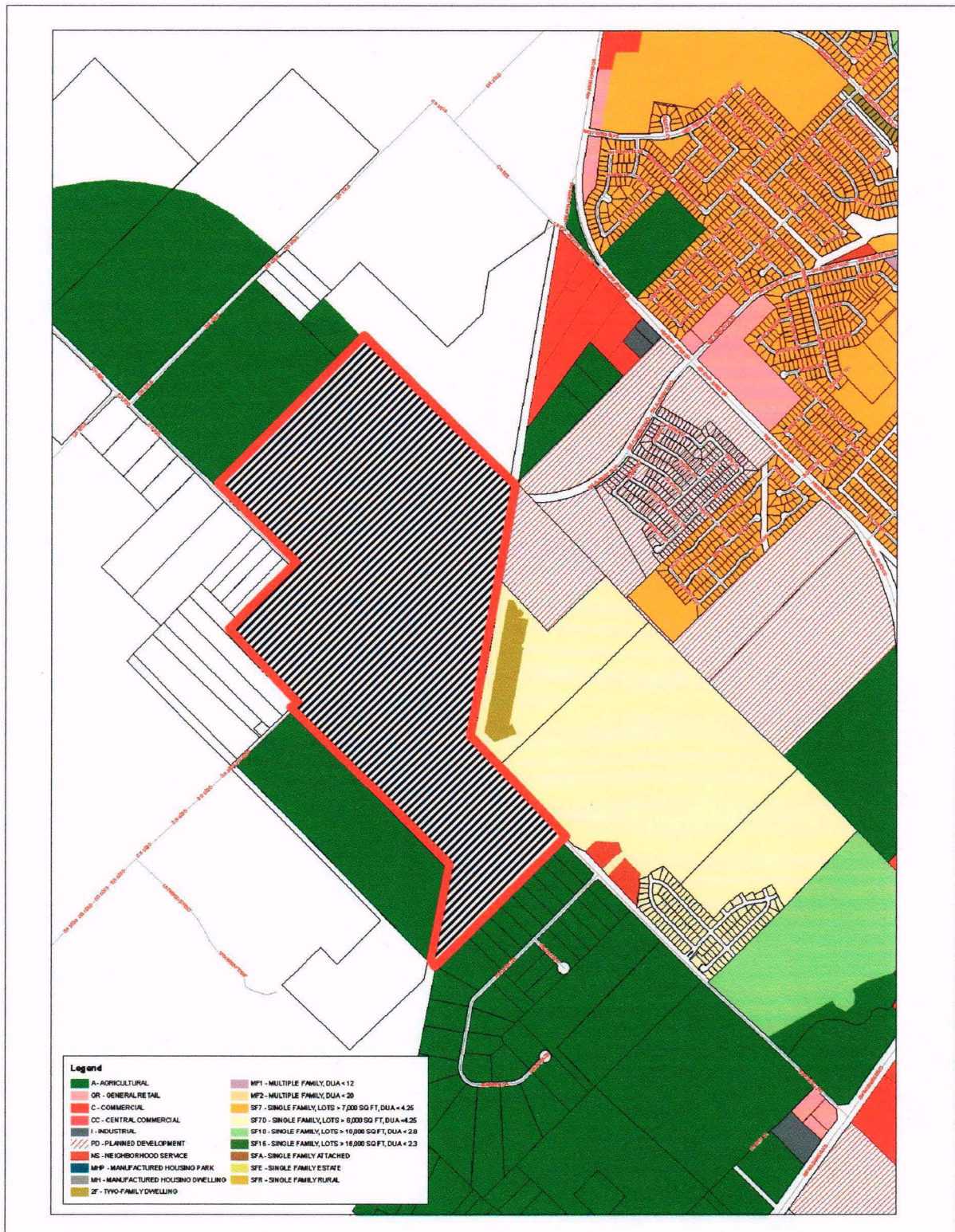


Exhibit B

Metes and Bounds Description

Being approximately 373 acres of land out of the H.G. Catlett Survey, Abstract 177; the H.G. Catlett Survey, Abstract 180; the H.G. Catlett Survey, Abstract 186; and the S.M. Blair Survey, Abstract 65, and being more particularly described as follows:

BEGINNING at the east corner of Tract 12C, HG Catlett Survey, Abstract 180, said point being in the south right-of-way line of County Road 920 (Shaffstall Road);

THENCE North 45 degrees West 1,700 feet along the south right-of-way line of County Road 920 (Shaffstall Road) to a point in the east right-of-way line of the BNSF railroad;

THENCE North 9 degrees East, following the east right-of-way line of the BNSF railroad, a distance of 3,390 feet to a point in the west line of Tract 2, SM Blair Survey, Abstract 65;

THENCE North 45 degrees West, leaving the east right-of-way line of the BNSF railroad and following the common extra-territorial jurisdiction line with the City of Fort Worth, as shown on the Official City Map dated February 13, 2003, a distance of 2,720 feet to a point, said point being on a line North 43 degrees East 370 feet from the east corner of Tract 9, HG Catlett Survey, Abstract 177;

THENCE, South 43 degrees West, leaving said point a distance of 2,670, following the south line of said Tract 9, to a point in the south right-of-way line of County Road 920 (Shaffstall Road), said point being in the north line of Tract 27A, HG Catlett Survey, Abstract 186;

THENCE South 45 degrees East 1,340 feet, following the south right-of-way line of County Road 920 (Shaffstall Road) to the northwest corner of Tract 33D, HG Catlett Survey, Abstract 186;

THENCE South 43 degrees West, leaving the south right-of-way line of County Road 920 (Shaffstall Road), a distance of 1,200 feet, following the northwest line of said Tract 33D, and passing the southwest line of said Tract 33D to a point in the southwest line of Tract 36, HG Catlett Survey, Abstract 186;

THENCE South 45 degrees East, following the southwest line of said Tract 36, a distance of 1,215 feet to a point in the northwest right-of-way line of County Road 1020;

THENCE South 45 degrees West, following the northwest right-of-way line of County Road 1020, a distance of 120 feet to a point in the southeast line of Tract 37B, HG Catlett Survey, Abstract 186;

THENCE South 45 degrees East, leaving the northwest right-of-way line of County Road 1020, and following the southwest line of Tracts 11A and 11, HG Catlett Survey, Abstract 180, a distance of 2,900 feet to the northwest right-of-way line of the BNSF railroad;

THENCE South 9 degrees West, following the northwest right-of-way of the BNSF railroad, a distance of 1,200 feet to a point, said point also being the most southerly east corner of Tract 10, HG Catlett Survey, Abstract 180;

THENCE South 68 degrees East, a distance of 100 feet to a point in the southeast right-of-way line of the BNSF railroad, said point also being the most westerly corner of Lot 11, Block 1, Tantarra Estates Addition, an addition to Johnson County, Texas, as shown on the plat recorded in Volume 8, Page 368, Plat Records, Johnson County, Texas;

THENCE North 45 degrees East, following the northwest line of said Block 1, Tantarra Estates Addition, a distance of 2,270 feet to the POINT OF BEGINNING, and containing 373 acres of land, more or less.

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
COUNTY OF JOHNSON
CITY OF BURLESON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the *Burleson Star*, which is a newspaper of general circulation in the above named County, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, entered as periodical permit postal matter in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication. The clipping attached to this Affidavit was published in said newspaper on the following date(s):

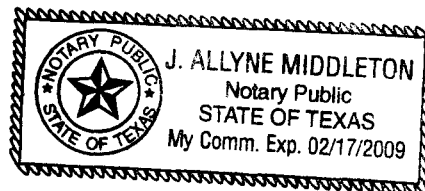
March 29 & April 2, 2006

Joe Massey

Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on this 30 day of March, 2006

J. Allyn Middleton
J. Allyn Middleton
Notary Public



ORDINANCE

D-065-06

An ordinance amending Ordinance B-582, the Zoning Ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning of approximately 373 acres out of the H.G. Catlett Survey, Abstracts No. 180, 186 and 177, and the S.M. Blair Survey, Abstract 65, City of Burleson, Johnson County, Texas, from the A Agricultural District to the PD Planned Development District; making this ordinance cumulative of prior ordinances; providing for the violation of this ordinance; providing a savings clause; authorizing publication; and providing for an effective date.

Be it ordained by the City Council of the City of Burleson, Texas:

SECTION 5

PENALTY CLAUSE

Any person, firm, association of persons, company, corporation or their agents, 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 non compliance 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 V.T.C.A. 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.

Passes and Approved on this 23rd day of March, 2006.

/s/Mayor, Ken Shetter
Attest: City Secretary,
Mary Kayser

B - 3/29, 4/02 - ord D-065-06

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: February 20, 2023

SUBJECT:

500 CR 1021 (Case 22-164): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agriculture to "SFE" Single-family estate district. (First and Final Reading) *(Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On December 12, 2022, an application for a zoning change request was submitted by Carter Mahanay (owner) for a zoning change request of approximately 2.9 acres for single-family estate district.

Development Overview:

The property is currently zoned A, Agriculture and has several unoccupied structures that will be removed when the property is redeveloped. A metal shop/garage (non-commercial) will remain on the property as an accessory, non-dwelling structure. The applicant has requested to rezone the property to SFE, Single-family estate district, to develop the property for a residential use. SFE zoning requires a minimum lot size of one acre.

Zoning and Land Use Table

	Zoning	Use
Subject Site	A, Agriculture	Vacant residential structures
North	A, Agriculture	Residential
East	A, Agriculture	Residential
South	PD, Planned Development	Residential
West	A, Agriculture	Residential

This site is designated in the Comprehensive Plan as Neighborhoods.

This land use category is intended for predominantly traditional single-family residential developments, but does allow for a mix of densities, lot sizes, housing stock, and styles as appropriate.

Staff supports a zoning change request to “SFE” Single-family estate district based on the adjacent uses and lot sizes, as well as conformance with the Comprehensive Plan.

Engineering:

Development of the land will require platting and engineering reviews.

OPTIONS:

- 1) Approve the ordinance for a zoning change request to “SFE” Single-family estate district;
or
- 2) Approve the ordinance for a zoning change request to an alternative zoning district; or
- 3) Deny the ordinance for a zoning change request;

RECOMMENDATION:

Approve the ordinance for a zoning change to “SFE” Single-family estate district (Case 22-164).

FISCAL IMPACT:

None.

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9686

ZC – 500 CR 1021

Location:

- 500 CR 1021
- 2.9 acres

Applicant:

Carter Mahanay
Property Owner

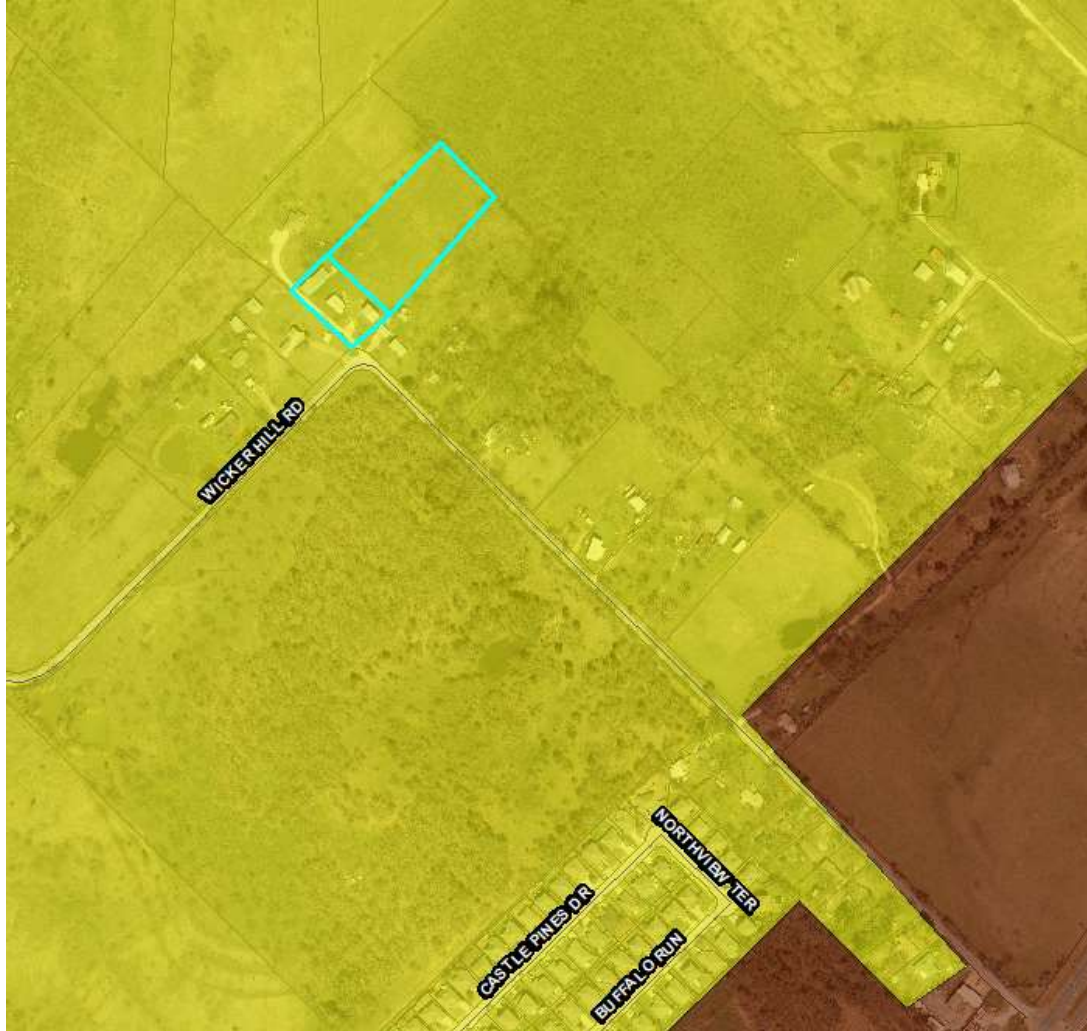
Item for approval:

Zoning Change from "A"
Agriculture to "SFE" Single-
family estate district (Case22-
164)



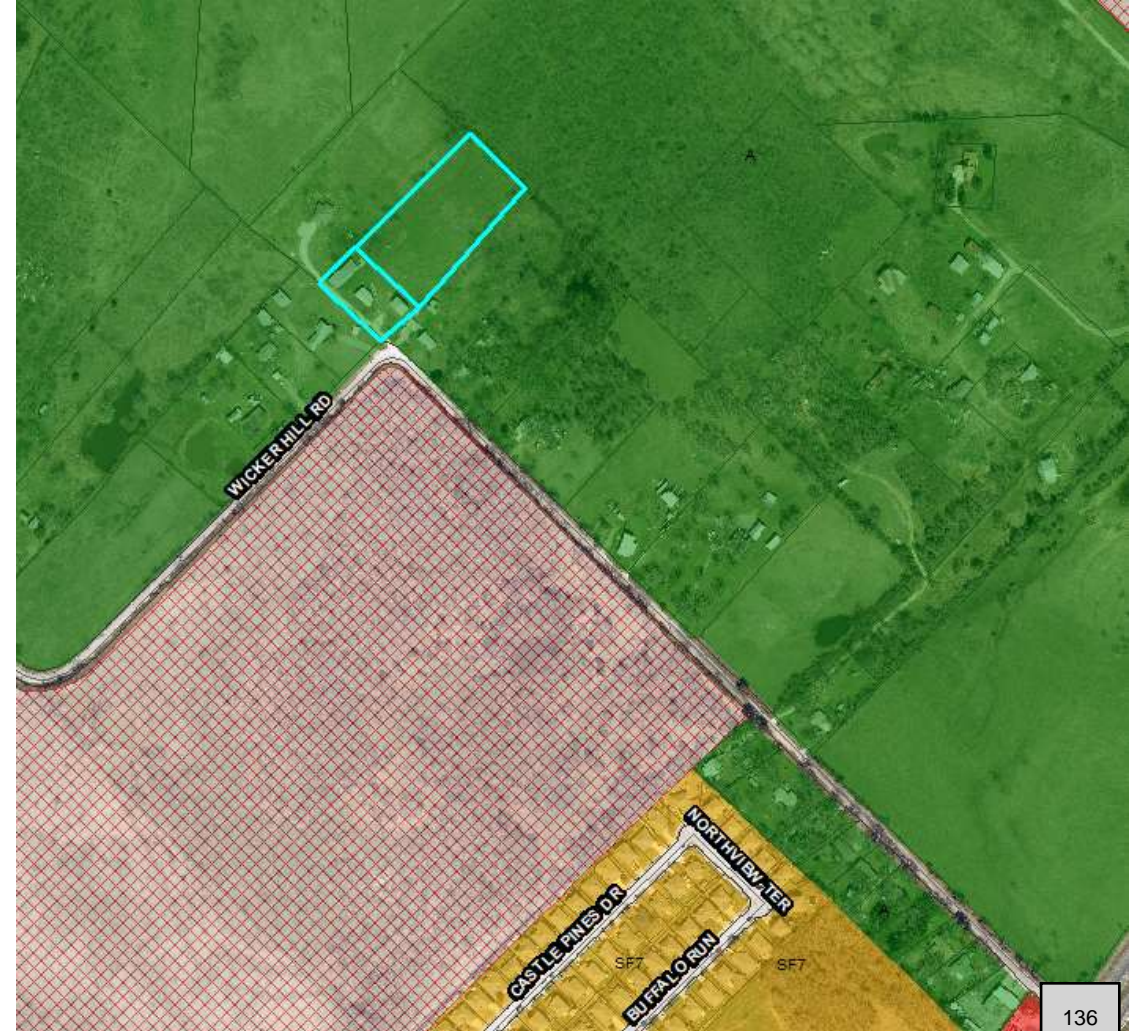
Comprehensive Plan

Neighborhoods



Zoning

A, Agriculture



ZC – 500 CR 1021

Applicant intends to remove the existing dwelling structure and barn on the site. Existing workshop will remain when the site is redeveloped with a single-family dwelling. New dwelling will conform to current adopted building codes and permitting process.



ZC – 500 CR 1021

Public Hearing notices were mailed to property owners within 300 feet of subject property

Published in newspaper

Signs Posted on the property



Legend

- 300 ft. Buffer
- Subject Property
- Properties within 300 ft.
- Burleson

ZC – 500 CR 1021

P&Z Summary

Vote

Recommended approval unanimously

Discussion

None

Speakers

Applicant was present (no questions)



ZC – 500 CR 1021

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to “SFE” Single-family estate district
- Conformance with the Comprehensive Plan; and
- Compatibility with adjacent uses and lot sizes.



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 2.9 ACRES OF LAND LOCATED IN THE H.G. CATLETT SURVEY ABST NO. 179, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), FROM AGRICULTURE (A) TO SINGLE-FAMILY ESTATE DISTRICT (SFE); 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 **Carter Mahanay (property owner)** on **December 12, 2022**, under **Case Number 22-164**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; 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 rezoning 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 **7 to 0** to recommend to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of **Agriculture (A)** to **Single-Family Estate District (SFE)**; 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 **2.9 acres of land located in the H.G. Catlett Survey, Abstract No. 179, deed records, Johnson County, Texas (D.R.J.C.T.)**, as shown on the attached Exhibit A incorporated herein by reference, by changing the zoning of said property from **Agriculture (A)** to **Single-Family Estate District (SFE)**.

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"

BEING A 2.9 ACRE TRACT OF LAND SITUATED OUT OF THE H. G. CATLETT SURVEY, ABSTRACT No. 179, JOHNSON COUNTY, TEXAS AND BEING DESCRIBED IN DEED TO DERON M. MEEHAN RECORDED IN VOLUME 4246, PAGE 11, DEED RECORDS, JOHNSON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A 5/8" IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD No. 1021 AND BEING THE MOST SOUTHERLY CORNER OF A INGRESS & EGRESS EASEMENT RECORDED IN VOLUME 4246, PAGE 11, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 48 DEGREES 14 MINUTES 22 SECONDS WEST (PER DEED NORTH 48 DEGREES 23 MINUTES 00 SECONDS WEST) DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 1021, PASSING A 1/2" IRON ROD WITH A RECER-FOX CAP AT 16.33 FEET, IN TOTAL A DISTANCE OF 247.65 FEET (PER DEED A DISTANCE OF 247.30 FEET) TO A 1/2" IRON ROD FOUND FOR A POINT FOR THE MOST WESTERLY CORNER OF SAID INGRESS & EGRESS EASEMENT. SAID IRON ROD BEING IN THE NORTHEASTERLY COMMON LINE DEED TO BRIAN S. SMITHSON RECORDED IN INSTRUMENT No. 2020-7585, DEED RECORDS, JOHNSON COUNTY, TEXAS AND BEING THE MOST SOUTHERLY CORNER DEED TO GEORGE WILLIAMS ETUX NITA WILLIAMS RECORDED IN VOLUME 3502, PAGE 257, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 45 DEGREES 54 MINUTES 51 SECONDS EAST (PER DEED NORTH 45 DEGREES 36 MINUTES 00 SECONDS EAST) ALONG THE COMMON LINE OF SAID INGRESS & EGRESS EASEMENT AND SAID WILLIAMS TRACT A DISTANCE OF 18.63 FEET (PER DEED A DISTANCE OF 18.00 FEET) TO AN "X" CUT IN CONCRETE AND BEING THE **POINT OF BEGINNING** AND THE MOST WESTERLY CORNER OF HEREIN DESCRIBED TRACT DESCRIBED IN DEED TO DERON M. MEEHAN RECORDED IN VOLUME 4246, PAGE 11, DEED RECORDS, JOHNSON COUNTY, TEXAS. SAID "X" CUT BEING THE MOST NORTHERLY CORNER OF SAID INGRESS & EGREES EASEMENT;

THENCE NORTH 45 DEGREES 54 MINUTES 51 SECONDS EAST (PER DEED NORTH 45 DEGREES 52 MINUTES 55 SECONDS EAST) ALONG THE COMMON LINE OF SAID MEEHAN TRACT AND SAID WILLIAMS TRACT A DISTANCE OF 559.22 FEET (PER DEED A DISTANCE OF 556.89 FEET) TO A 3" METAL FENCE POST FOR THE MOST NORTHERLY CORNER OF HEREIN DESCRIBED TRACT. SAID FENCE POST BEING THE MOST EASTERLY CORNER DEED TO SAID WILLIAMS TRACT AND BEING IN THE COMMON LINE DEED TO ROBERT N. BRANSOM RECORDED IN INSTRUMENT No. 2011-16721, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 45 DEGREES 12 MINUTES 53 SECONDS EAST (PER DEED SOUTH 46 DEGREES 09 MINUTES 59 SECONDS EAST) ALONG THE COMMON LINE OF SAID MEEHAN TRACT AND SAID BRANSOM TRACT A DISTANCE OF 206.73 FEET (PER DEED A DISTANCE OF 206.42 FEET) TO A 3" METAL FENCE POST FOR THE MOST EASTERLY CORNER OF HEREIN DESCRIBED TRACT. SAID

FENCE POST BEING THE MOST NORTHERLY CORNER DEED TO JULIA D. BULLARD RECORDED IN VOLUME 1545, PAGE 832, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 41 DEGREES 49 MINUTES 35 SECONDS WEST (PER DEED SOUTH 41 DEGREES 45 MINUTES 00 SECONDS WEST) ALONG THE COMMON LINE OF SAID MEEHAN TRACT AND SAID BULLARD TRACT A DISTANCE OF 547.73 FEET TO A 5/8" CAPPED IRON ROD SET FOR THE MOST SOUTHERLY CORNER OF HEREIN DESCRIBED TRACT. SAID CAPPED IRON ROD SET BEING THE MOST WESTERLY CORNER DEED TO SAID BULLARD TRACT AND BEING THE MOST EASTERLY CORNER OF SAID INGRESS & EGRESS EASEMENT;

THENCE NORTH 48 DEGREES 14 MINUTES 22 SECONDS WEST (PER DEED NORTH 48 DEGREES 23 MINUTES 00 SECONDS WEST) ALONG THE COMMON LINE OF SAID MEEHAN TRACT AND SAID INGRESS & EGREES EASEMENT A DISTANCE OF 246.32 FEET (PER DEED A DISTANCE OF 246.09 FEET) TO THE **POINT OF BEGINNING** AND CONTAINING A TOTAL OF 125,250.95 SQUARE FEET OR 2.9 ACRES MORE OR LESS.

BEING A 0.1 ACRE TRACT OF LAND SITUATED OUT OF THE H. G. CATLETT SURVEY, ABSTRACT No. 179, JOHNSON COUNTY, TEXAS AND BEING DESCRIBED IN DEED TO DERON M. MEEHAN RECORDED IN VOLUME 4246, PAGE 11, DEED RECORDS, JOHNSON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 5/8" IRON ROD FOUND IN THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD No. 1021 AND BEING THE MOST SOUTHERLY CORNER OF A INGRESS & EGRESS EASEMENT RECORDED IN VOLUME 4246, PAGE 11, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 48 DEGREES 14 MINUTES 22 SECONDS WEST (PER DEED NORTH 48 DEGREES 23 MINUTES 00 SECONDS WEST) DEPARTING FROM THE NORTHERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD No. 1021, PASSING A 1/2" IRON ROD WITH A RECER-FOX CAP AT 16.33 FEET, IN TOTAL A DISTANCE OF 247.65 FEET (PER DEED A DISTANCE OF 247.30 FEET) TO A 1/2" IRON ROD FOUND FOR A POINT FOR THE MOST WESTERLY CORNER OF SAID INGRESS & EGRESS EASEMENT. SAID IRON ROD BEING IN THE NORTHEASTERLY COMMON LINE DEED TO BRIAN S. SMITHSON RECORDED IN INSTRUMENT No. 2020-7585, DEED RECORDS, JOHNSON COUNTY, TEXAS AND BEING THE MOST SOUTHERLY CORNER DEED TO GEORGE WILLIAMS ETUX NITA WILLIAMS RECORDED IN VOLUME 3502, PAGE 257, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 45 DEGREES 54 MINUTES 51 SECONDS EAST (PER DEED NORTH 45 DEGREES 36 MINUTES 00 SECONDS EAST) ALONG THE COMMON LINE OF SAID INGRESS & EGRESS EASEMENT AND SAID WILLIAMS TRACT A DISTANCE OF 18.63 FEET (PER DEED A DISTANCE OF 18.00 FEET) TO AN "X" CUT IN CONCRETE AND BEING THE MOST NORTHERLY CORNER OF HEREIN DESCRIBED TRACT. SAID "X" CUT BEING THE MOST WESTERLY CORNER DEED TO DERON M. MEEHAN RECORDED IN VOLUME 4246, PAGE 11, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 48 DEGREES 02 MINUTES 01 SECONDS EAST (PER DEED SOUTH 48 DEGREES 23 MINUTES 00 SECONDS EAST) ALONG THE COMMON LINE OF SAID INGRESS & EGREES EASEMENT AND SAID MEEHAN TRACT A DSITANCE OF 246.32 FEET (PER DEED A DISTANCE OF 246.09 FEET) TO A 5/8" CAPPED IRON ROD SET FOR THE MOST EASTERLY CORNER OF HEREIN DESCRIBED TRACT. SAID CAPPED IRON ROD SET BEING IN THE MOST NORTHWESTERLY COMMON LINE DEED TO JULIA D. BULLARD RECORDED IN VOLUME 1545, PAGE 832, DEED RECORDS, JOHNSON COUNTY, TEXAS;

THENCE SOUTH 41 DEGREES 49 MINUTES 35 SECONDS WEST (PER DEED SOUTH 41 DEGREES 45 MINUTES 00 SECONDS WEST) ALONG THE COMMON LINE OF SAID EASEMENT AND SAID BULLARD TRACT A DISATNCE OF 17.69 FEET (PER DEED A DISTANCE OF 18.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A TOTAL OF 4,479.95 SQUARE FEET OR 0.1 ACRES MORE OR LESS.

City Council Regular Meeting

DEPARTMENT: Parks and Recreation
FROM: Jen Basham, Parks and Recreation Director
MEETING: February 20, 2023

SUBJECT:

Consider approval of a contract with Hellas Construction, Inc. for the conversion of Arabian infield at Chisenhall Fields to synthetic turf through a cooperative purchasing agreement with BuyBoard in the amount not to exceed \$549,675.00 (*Staff Presenter: Jen Basham, Parks and Recreation Director*)

SUMMARY:

To convert the existing clay infield of Arabian Field at Chisenhall Fields sports complex to synthetic turf. This conversion improves playability after rain events and enhances accessibility with even playing surface to maximize field usage.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving as presented.

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

Presented to Parks Board for recommendation on February 9, 2023.

FISCAL IMPACT:

The original budget for this projected was estimated at \$500,000.00. Due to extensive subgrade stabilization work required per geotechnical reports, an additional \$49,675.00 will be required and funded through savings from the Bartlett Park Soccer Fields Renovation.

Budgeted Y/N: Y

Fund Name: 4B Bond Fund

Full Account #'s: 362-6020-456.72-98

Amount: \$549,675.00

Project: PK2302

STAFF CONTACT:

Jen Basham, CPRE
Parks and Recreation Director
jbasham@burlesontx.com
817-426-9201

Chisenhall Fields - Synthetic Turf Infield Conversion

City Council Meeting
February 20, 2023

Presented by Jen Basham, Parks and Recreation Director

Overview

- 1 Background
- 2 Existing Infield
- 3 New Infield
- 4 Bid Summary
- 5 Timeline
- 6 Action Options

Background

- 2021 – Parks researched opportunities to improve playability at Chisenhall Fields due to rainouts and requests for improved accessibility
- Early 2022 – synthetic field conversion added to Parks and Recreation's Capital Improvement Program (CIP)
 - Arabian (13U) field, the largest field at Chisenhall, to be the first to be completed
 - Additional fields to be completed every year

Current Infield

Clay and Turf Surfacing

- Requires occasional replenishment of material
- Requires daily grooming
- Requires weekly mowing, trimming and fertilization of small turf area
- Requires daily marking
- Requires drying maintenance after rain event
- May require cancellation of play due to inability to dry field for safe play after rain event as clay is microporous soil that retains moisture



New Infield

Synthetic Surfacing

- Requires occasional replenishment of material
- May require patching of high use areas (evaluate from season to season)
- Requires daily grooming and balancing of infill material
- Requires no mowing or fertilization
- Requires no marking
- Requires little to no drying maintenance after rain event
- Play not likely to be cancelled by rain events with synthetic infield as fields drain quickly. Cancellation may only be required if outfield becomes saturated (sandy loam soils with good drainage decrease likelihood)

May decrease winter maintenance window required resulting in increased playability



Procurement Summary



- Reached out to three (3) synthetic turf contractors for inquiry
- Two (2) firms responded with sports field experience resumes
- Both qualified firms interviewed by staff had BuyBoard contracts for needed services which provided path for procurement
- Both quotes exceeded original budget estimates due to stabilization needs from shallow lime shale identified by geotechnical report
 - Original budget estimated in Parks Capital Improvement plan was \$500,000
 - Excess costs to be funded through savings from the Bartlett Park Soccer Fields Renovation project
 - Staff does not feel need to increase future budgets at this time since Arabian field is the largest field
- Quote Range:
 - High \$630,730.00 Paragon Sports Constructors
 - Low \$549,675.00 Hellas Construction, Inc.
- Recommended Award
 - Contractor: Hellas Construction, Inc.
 - Quote: \$549,675.00

Estimated Timeline



Options

Staff recommendation



Award a BuyBoard contract with
Hellas Construction, Inc. for
\$549,675.00



Deny

May 4, 2021

Sent Via Email: rhawley@hellasconstruction.com

Ruth Hawley
Hellas Construction, Inc.
12710 Research Blvd., Suite 240
Austin, TX 78759

Welcome to BuyBoard!

Re: Notice of The Local Government Purchasing Cooperative Contract Award; Proposal Invitation No. 641-21, Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of June 1, 2021 through May 31, 2022 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 641-21 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,



Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

May 2, 2022

Sent via email to: rhawley@hellasconstruction.com

Ruth Hawley
Hellas Construction, Inc.
12000 West Parmer Lane
Austin TX 78613

Re: Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing
BuyBoard Contract 641-21

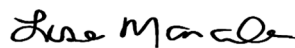
The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing, Contract 641-21 effective 6/1/2021 through May 31, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,



Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

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.

Hellas Construction, Inc.
Austin, TX United States

Certificate Number:
2023-976936

Date Filed:
01/27/2023

Date Acknowledged:

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

City of Burleson

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

No. 641-21
Conversion of baseball infield into synthetic turf

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Seaton, Reed J.	Austin, TX United States	X	
	Petrini, Frank	Austin, TX United States	X	
	Pufahl, Tyler	Austin, TX United States		X
	Hernandez, Saulo	Austin, TX United States		X
	Adams, Jack	Austin, TX United States		X

5 Check only if there is NO Interested Party.

☐


6 UNSWORN DECLARATION

My name is Tyler Pufahl, and my date of birth is 9-14-1978.

My address is 12000 West Parmer Lane, Austin, TX, 78613, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 27 day of January, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Parks and Recreation Director

MEETING: February 20, 2023

SUBJECT:

Consider approval of a contract with Home Run Construction, LLC for the construction of a parking lot for Clark Park with landscape improvements in the amount not to exceed \$223,588.06. (*Staff Presenter: Jen Basham, Parks and Recreation Director*)

SUMMARY:

Project includes concrete paving for a 10-space parking lot with two ADA spaces, lighting, and landscape improvements for Clark Park.

OPTIONS:

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

RECOMMENDATION:

Staff recommends approving as presented.

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

Presented to Parks Board for recommendation on February 9, 2023.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Community Services Facilities

Full Account #'s: 354-6020-456.72-05

Amount: \$223,588.06

Project: PK2006

STAFF CONTACT:

Jen Basham, CPRE
Parks and Recreation Director
jbasham@burlesontx.com
817-426-9201

Clark Park Parking Lot

City Council Meeting
February 20, 2023



Presented by Jon Basham, Director of Parks and Recreation

Overview

- ① Background
- ② Project Scope
- ③ Bid Summary
- ④ Timeline
- ⑤ Action Options

Background

- March 7, 2022 Council Meeting – Staff met with council in executive session to discuss the development of a parking lot at Clark Park.
 - Council requested that staff work with the developer adjacent to the park to see if there was the potential to cost share the project
 - The developer ultimately decided that they would not like to participate with the construction of parking at Clark Park
- October 17, 2022 Council Meeting– Staff provided an update regarding the developer's decision and presented a 23-space parking lot design concept with estimated costs
 - Direction provided to remove parking area/spaces furthest from the park and move forward with design for construction bids
- December 2023 – Construction documents completed
- January 2023 – Project advertised for bid

Project Scope

- Remove existing materials
- Subgrade stabilization
- Concrete Paving
- Striping and signage
 - 10 total spaces with 2 ADA spaces
- Turf and landscape improvements
- Lighting



Bid Summary



- Request for bids issued
- Total qualified bids: 6
- Bid range:
 - High \$305,983.00
 - Low \$194,424.40
- Recommended award:
 - Contractor: Home Run Construction, LLC
 - Bid: \$194,424.40
 - 15% contingency: \$29,163.66
 - Total award: \$223,588.06
- Funding source: Existing bond funds

Estimated Timeline



Options

Staff recommendation



Award a contract to Home Run Construction, LLC in the amount of \$223,588.06 for the construction of Clark Park Parking Lot



Deny



Public Works

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF**

CLARK PARK PARKING IMPROVEMENTS

**FOR THE
CITY OF BURLESON, TEXAS
PARKS & RECREATION DEPARTMENT**

JANURARY 2023





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2022

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

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

PRODUCER Southwest Assurance Group, Inc. 2350 Airport Freeway, Ste 202 Bedford TX 76022		CONTACT NAME: Jessica Luna PHONE (A/C, No, Ext): (817) 329-7007 E-MAIL ADDRESS: jluna@swagdfw.com FAX (A/C, No): (817) 329-7011	
INSURED Home Run Construction LLC PO Box 1479 Midlothian TX 76065		INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: American Casualty Company of Reading PA INSURER C: Continental Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20494 20427 35289	

COVERAGES**CERTIFICATE NUMBER:** 2022-2023**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> XCU						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Contractual included	Y	Y	7015465751	08/21/2022	08/21/2023	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y	7015465765	08/21/2022	08/21/2023	BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	7015465782	08/21/2022	08/21/2023	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	7015465779	08/21/2022	08/21/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			7015465751	08/21/2022	08/21/2023	Max Limit per Item \$250,000
	Contractors Equipment						Deductible \$2,500

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

General Liability, Auto and Pollution policies include a blanket automatic additional insured on a primary non-contributory basis including completed and on-going operations and waiver of subrogation endorsement when required by a written contract. Workers' compensation provides a blanket waiver of subrogation. Umbrella policy is follow form. All policies provide 30 day notice of cancellation and 10 days for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Sample for bidding purposes

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

AUTHORIZED REPRESENTATIVE

Charles K. Miller

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Company Info for Home Run Construction LLC

Home Run Construction LLC was founded by Joseph Yentes on June 8th, 2020. Mr. Yentes has over 20 years' experience working in the construction industry. For the last 14 years he has helped manage a wide variety of municipality projects in the capacity of a GC or Construction Manager at Risk with a local Dallas firm. While employed by the firm he was a project manager, estimator, superintendent and handled all acquisitions for acquiring CMAR projects. Firm's annual revenue exceeded \$20,000,000.00. The previous firm never failed to complete a project on time and within budget with the help of Mr. Yentes.

He brings the same work ethic to Home Run Construction. One of the advantages of Home Run Construction is that the company does not look for change orders and tries to avoid them when possible.

Mr. Yentes can self-perform most aspects of the jobsite, like earthwork, paving, sidewalks, turf establishment, fine grading, site amenities, handrails, signage and erosion control. He also has a list of approved subcontractors with over ten years of past work history on previous projects.

Home Run Construction has limited work history, but Mr. Yentes has completed over 80 projects with municipalities throughout the DFW area and brings this knowledge to Home Run Construction. Feel free to contact James Williams, landscape architect with Parkhill, for any references or questions you may have. Office 817-649-3216, Mobile 817-751-0532

Completed Project:

Waxahachie Senior Center

Earthwork & Sidewalk

Total Cost of Work \$4,960.00

Contact: John Smith at 469-309-4280

City of Waxahachie - Parks Department

Demo, subgrade prep and flatwork

Total Cost of Work \$4,765.00

Contact: Gumaro Martinez at 214-903-3676

City of Anna – Parks Department

Earthwork, fence, dugouts and turf

Total Cost of Work \$82,000.00

Contact: Matt Lewis at 214-831-5384

City of Anna – Parks Department

Demo existing 4' chain-link and install 12' chain-link

Total Cost of Work \$8,494.00

Contact: Matt Lewis at 214-831-5384

Company Info for Home Run Construction LLC

City of Cedar Hill – Parks Department

Install 400' of vinyl fence

Total Cost of Work \$13,912.38

Contact: Josh McLerran at 972-291-5130 ext 2846

City of Hurst

Handrails at City Hall

Total Cost of Work \$1,402.98

Contact: Eric Starnes at estarnes@hursttx.gov

Downtown Revitalization – City of Grandview

Parking lot, light poles and landscape

Project amount: \$312,000

Contact: David Henley

Email: dhenley@grandviewpd.com

Phone: 817-866-2699

Duck Creek Park Improvements – City of Garland

Sidewalk, pedestrian bridges, abutments and landscape

Project amount: \$443,000

Contact: Mark Ellender

Email: mellender@garlandtx.gov

Phone: 972-205-2897

Clay Mathis Park – Parking Lot Expansion

Demo, Excavation, Select fill, Parking lot and Striping

Project Amount: \$31,268.00

Contact: Robert Blankenship

Email: rblanken@cityofmesquite.com

Phone: 972-216-6413

Citizens Transfer Station – City of Cleburne

Paving, Wall, Handrails, Shade Canopy and Bollards

Project Amount: \$338,737.00

Contact: Laura Melton

Email: Laura.Melton@Cleburne.net

Phone: 817-357-4460

Latimore Park – Mesquite, TX

Basketball court, fence, sidewalk, utilities, electrical, sod and irrigation

Project amount: \$ 328,822.00

Contact: Robert Blankenship

Email: rblanken@cityofmesquite.com

Phone: 972-216-6413

Company Info for Home Run Construction LLC

Current Workload:

Various Parking Lots – City of Garland
Paving, Dumpster Enclosure, Fence, Turf and Irrigation
Project Amount: \$3,044,516.00
Contact: Mrutyunjay Bhavanam (MJ)
Email: MBhavanam.aecom@garlandtx.com
Phone: 405-802-1957
Completed: 95%

Shannon Park – City of Kaufman
Paving, basketball court, shade structure, trail, utilities, electrical, sod and irrigation
Project Amount: \$2,555,532.00
Contact: Tim Hopwood
Email: thopwood@kaufmantx.org
Phone: 972-835-3123
Completed: 70%

Latimore Park – Mesquite, TX
Basketball court, fence, sidewalk, utilities, electrical, sod and irrigation
Project amount: \$ 328,822.00
Contact: Robert Blankenship
Email: rblanken@cityofmesquite.com
Phone: 972-216-6413
Completed: 85%

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Home Run Construction, LLC

as Principal, hereinafter called the Principal, and Continental Casualty Company

a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter

called the Surety, are held and firmly bound unto City of Burleson, TX

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Greatest Amount Bid Dollars (\$ 5% G.A.B.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid# PK2006 - Clark Park Parking Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of January, 2023.

Jennifer Leigh Pickles
(Witness)

Home Run Construction, LLC
(Principal) (Seal)

By: [Signature] Margaret Meeker
(Title)

[Signature]
(Witness)

Continental Casualty Company
(Surety) (Seal)

By: Charles Melk
(Title)
Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Clinton Norris, Charles K Miller, Steven J Zinecker, Shannon Lewis, Steve Thomas, Maribeth Harper, Jessica Luna Montgomery, Individually

of Bedford, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 17th day of February, 2022.

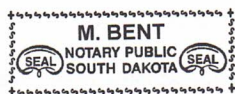


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 17th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 31st day of January, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



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

ADDENDUM 1:
ITB 2023-006 Clark Park Parking Improvements

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

1. Can flex base or 2" extra concrete be used in place of lime stabilization?
No substitutions.
2. Can we substitute lime with 6" of crushed stone or add 1" to the concrete paving thickness?
No substitutions.
3. In section 7 page 2 the job duration is listed at 60 days, however in exhibit A-6 it lists 30 CAL Days.
60 days is the correct duration, the correction will be made to Exhibit A-6.

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

Home Run Construction LLC
Company Name

Joseph H
Authorized Representative

Joseph Yentes Managing Member
Print Signature and Title

1-31-23
Date

972-765-1256
Phone

TABLE OF CONTENTS

SECTION NUMBER	SUBJECT OF SECTION
1	Notice to Bidders
2	Instructions for Bidders
3	Prevailing Wage Rates for Municipal Construction in Burleson, Texas
4	Out of State Contractor Compliance to State Law
5	Affidavit Against Prohibited Acts
5A	Conflict of Interest
5B	House Bill 89 Verification Form
6	Proposal
7	Contract
8	Performance Bond
9	Payment Bond
10	Maintenance Bond
10A	Post Construction Forms
10A.1	Consent of Surety Company to Full Release of Retainage
10A.2	Contractor's Affidavit of Final Payment
11A	Special Provisions- Paving and Drainage Specifications
11B	Special Provisions- Water and Sanitary Sewer Specifications

ADVERTISEMENT FOR BIDS

City of Burleson, Texas

General Notice

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

Clark Park Parking Improvements

City of Burleson Project No. PK2006

Bids for the construction of the Project will be received electronically through the City's strategic sourcing platform, Bonfire, until January 31, 2023 at 10:00 am local time. At 10:30am local time the Bids received will be read via a publicly available online meeting, shared through the Bonfire platform.

The Project includes the following Work:

886 SY of Concrete Pavement

Owner anticipates that the Project's total bid price will be approximately \$360,000. The Project has an expected duration of 60 calendar days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website: <https://burlesontx.bonfirehub.com/portal/?tab=openOpportunities> at no cost beginning January 10, 2023.

Instructions to Bidders.

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

This Advertisement is issued by:

Owner: **City of Burleson, Texas**

By: **Andrea Anderson**

Title: **Purchasing Agent**

Date: **January 10, 2023 & January 17, 2023**

SECTION 2

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL:**

- 1.1 The Proposal is included in these Bidding Documents; additional copies may be obtained from OWNER.
- 1.2 All blanks on the Proposal shall be completed in printed handwritten ink or by typewriter.
 - a. Bidder may use the original proposal forms included in these bid documents or the Bidder may substitute a computer-generated proposal for the original proposal included in these bid documents. The substitute submittal shall be word-for-word as written in the original proposal contained herein. The Bidder shall also sign the Substitute Proposal.
 - b. If the Substitute Proposal changes the intent of a bid item or contains an error in the quantities, unit prices, or extension of prices, the OWNER may reject the bid submitted. Substitute Proposals must be Included in the same envelope as the remainder of the bid documents. The original proposal shall be clearly marked that a Substitute Proposal is obtained in the bid package submitted.
 - c. The Bid price of each item on the form shall be stated in words and numerals. Words take precedence in case of a conflict. In the case of a conflict between the unit price indicated and the extended amount shown, the unit indicated multiplied by the state quantity shall govern.
- 1.3 The President or a Vice President (or other corporate officer accompanied by evidence of authority to sign) shall execute bids by corporations in the corporate name and the corporate seal shall be affixed and attested by the Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.
- 1.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title shall appear under the signature and at the official address of the partnership shall be shown below the signature.
- 1.5 All names shall be typed or printed below the signature.
- 1.6 The bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Proposal).

- 1.7 The address and telephone number for communications regarding the bid shall be shown.
- 1.8 The bid shall be complete with prices stated for all alternates. The Bidder should be aware that the OWNER to stay within the City's available funds could adjust the scope of the project. Alternates selected and revisions to limits of construction and resulting quantity adjustments will be identified in the Notice of Award and will be adjusted in the proposal contained in the executed contract.

2. **SUBMISSION OF BIDS:**

It shall be the Bidder's responsibility for the delivery of his proposal at the proper place by the time stated in the Notice to Bidders. The mere fact that a proposal was dispatched will not be considered. Each Proposal shall be in a sealed envelope plainly marked with the name or description of the project as shown on the front cover of the Contract Documents. The CONTRACTOR shall acknowledge, on the outside of the envelope, receipt of any addenda.

3. **BID SECURITY:**

Each bid must be accompanied by a certified or cashier's check or an approved bidder's bond made payable to the Owner in an amount of five (5%) percent of the largest possible total of the bid as a guarantee that, if awarded the contract, the Bidder will enter into a Contract and execute all necessary bonds. Bid securities will be returned to Bidders when the Contract award is made or bids are rejected.

4. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:**

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

5. **QUALIFICATION OF BIDDERS:**

All Bidders on this project must be qualified to perform work as outlined within the contract documents. The City of Burleson Department of Engineering Services will verify the work history and qualifications. The following subcontractors must also be qualified if applicable to the project: water and sewer, paving, storm drain, excavation and parkway and median landscape work (includes seeding, sod, irrigation and tree and shrubbery planting). Bidders must be familiar with the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, latest edition, and the construction methods, Standards and related Ordinances of the City of Burleson.

6. **BIDDERS KNOWLEDGE OF CONDITIONS:**

- 6.1 Prior to submission of a proposal, bidders shall make a thorough inspection of the site of work and a thorough examination of the plans and specifications, and shall become informed as to the nature of the work, labor conditions, federal, state and local Laws and Regulations, and all other matters that may affect the cost, progress, performance and time of completion of the Work.
- 6.2 Bidder shall notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.
- 6.3 Bidder shall pay particular attention to providing methods of ingress and egress to adjacent private and public properties, procedures for protection existing improvements and disposition of all materials to be removed.
- 6.4 Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data furnished to OWNER by owners of such underground facilities or other, and OWNER does not assume responsibility for the accuracy or completeness thereof.
- 6.5 The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment not provided by OWNER, are to be obtained and, if necessary, paid by Contractor.
- 6.6 The submission of a bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of the Article 6, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, method, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey

understanding of all terms and conditions for performance and furnishing of the work.

7. **AVAILABILITY OF UTILITY SERVICES**

OWNER shall not make available or guarantee any utility services to the Contractor such as (but not all inclusive) water, sewer, electricity, gas, or telephone for performance of his work in this contract. Contractor shall be solely responsible for completing all requirements, make all arrangements, and make all payments as necessary to procure any utility services necessary to complete the work as prescribed in this contract.

8. **INTERPRETATION OF DOCUMENT:**

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the OWNER a written request for an interpretation thereof at least five (5) days prior to opening of bids. The person submitting the request will be responsible for its prompt delivery. Any interpretation of these documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. Only questions answered by formal written Addenda are to be binding. Oral interpretations or clarification will be without legal effect. The Owner will not be responsible for any other explanations or interpretations.

9. **STANDARD SPECIFICATIONS:**

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

10. **AWARD OF CONTRACT:**

10.1 OWNER reserves the right to reject any bid, to waive any and all informalities and to negotiate contract amendments with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, OWNER reserves the right to reject the bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard of criteria established by OWNER. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the correct multiplication. Discrepancies between the unit price in words and the unit price in figures will be resolved in favor of the price in words. Discrepancies between the indicated sum of a column of figures and the correct sum therefore will be resolved in favor of the correct sum.

10.2 In evaluating bids, OWNER will consider the qualifications of the Bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.

11. **ALTERNATE BIDS:**

No bids for alternate work items shall be submitted except as shown on the Proposal. The OWNER reserves the right to choose either the base bid or alternate bid whichever is most advantageous to the OWNER. There will be no adjustments to unit prices bid due to the OWNER'S choice of alternate bids.

12. **EXECUTION OF CONTRACT**

12.1 The successful Bidder shall execute the formal Contract Agreement and required Bonds to the OWNER within fifteen (15) days after the Notice of Award.

12.2 A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed by the Owner.

13. **PROTECTION OF THE PUBLIC:**

For protection and convenience of the public and emergencies, the successful Bidder shall furnish the City with a telephone number at which the contractor can be contacted 24 hours a day during the entire construction period of this project. This telephone number shall be furnished to the City in writing prior to the beginning of construction.

14. **AFFIDAVIT AGAINST PROHIBITED ACTS:**

It shall be the successful Bidder's responsibility to complete this affidavit (Section 4 of the Contract Documents) prior to execution of the Contract by the City of Burleson. Failure to complete this form may prohibit the contractor's ability to secure the Contract.

15. **WAGE RATES**

Contractor shall pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the OWNER are included in the contract documents.

16. **SALES TAXES**

The OWNER qualifies as an exempt entity as defined by the statutes (Chapter 151.309) of the Tax Code of the State of Texas. The Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

17. **GOVERNING DOCUMENTS:**

The Work shall conform to the requirements of these specifications and the details as shown therein. These contract documents are intended to be Primary. Requirements of any of the contract documents are as binding as if called for by all. In case of conflict between the referenced Specifications and the Special Project Specifications, the Special Project Specifications shall govern.

18. **SOIL INVESTIGATION:**

Investigation of soil and foundation conditions of the size and areas near the site is considered subsidiary to the paving portion of the work. A certified lab competent to do such investigations for subgrade stabilization shall be used to determine the amounts of cement or lime necessary for the structural ability of the roadway. It has been assumed to use the rate of 30# per square yard of lime **or** Portland cement, but the actual amount is to be verified by the lab prior to pavement work. A copy of the lab report shall be submitted to the City of Burleson for approval.

19. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:**

All work that has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the contractor's expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades

shown on the drawings or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the contractor's risk, and will be considered unauthorized, and at the option of the OWNER, may not be measured and paid for, and may be ordered removed at the contractor's expense. If the contractor fails to satisfactorily repair, replace or remove the rejected, condemned or unauthorized work or materials immediately upon receipt of written notice, the OWNER will have the authority to cause such remediation to be performed and to deduct the cost thereof from any monies due or to become due to the contractor.

20. **TRENCH SAFETY:**

Pursuant to Texas law, the City of Burleson has adopted a trench safety policy, which is addressed in Section 11 of the Specifications. Each bidder should be familiar with Section 11 prior to submitting a bid.

21. **BID TABULATION:**

A tabulation of all bids will be available within five (5) working days of the bid opening.

22. **ADDENDUM:**

22.1 The OWNER reserves the right to issue addendum(s) to the Plans, Proposal, Specifications, and Special Provisions. When possible, the OWNER shall fax addendum(s) to the bidders.

22.2 The Bidders will acknowledge the receipt of the addendum(s) by re-faxing the owner's cover sheet of the fax of the addendum(s) back to the owner with proper acknowledgement of receipt of addendum(s).

22.3 It shall be the Bidder's responsibility to ensure that they are aware of all addendum(s) issued by the owner.

22.4 Upon receipt of the addendum(s), the Bidder shall acknowledge the receipt of the addendum(s) in the appropriate spaces provided in the proposal.

22.5 A statement acknowledging receipt of each addendum identified by its number must be shown on the outside of the bid envelope.

22.6 **Bids that have not properly acknowledged addendum(s) on the outside of the bid envelope will not be opened.**

SECTION 3

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

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

"General Decision Number: TX20220025 02/25/2022

Superseded General Decision Number: TX20210025

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

[https://www.dol.gov/agencies/whd/government-contracts.](https://www.dol.gov/agencies/whd/government-contracts)

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2011-007 08/03/2011

Rates Fringes

CONCRETE FINISHER (Paving and Structures).....\$ 14.12 **

ELECTRICIAN.....\$ 19.80

FORM BUILDER/FORM SETTER

Paving & Curb.....\$ 13.16 **

Structures.....\$ 13.84 **

LABORER

Asphalt Raker.....\$ 12.69 **

Flagger.....\$ 10.06 **

Laborer, Common.....\$ 10.72 **

Laborer, Utility.....\$ 12.32 **

Pipelayer.....\$ 13.24 **

Work Zone Barricade

Servicer.....\$ 11.68 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 15.32

Asphalt Paving Machine.....\$ 13.99 **

Broom or Sweeper.....\$ 11.74 **

Concrete Pavement

Finishing Machine.....\$ 16.05

Concrete Saw.....\$ 14.48 **

Crane Operator, Lattice

Boom 80 Tons or Less.....\$ 17.27

Crane Operator, Lattice

Boom over 80 Tons.....\$ 20.52

Crane, Hydraulic 80 Tons

or Less.....\$ 18.12

Crawler Tractor.....\$ 14.07 **

Excavator, 50,000 pounds

or less.....\$ 17.19

Excavator, over 50,000

pounds.....\$ 16.99

Foundation Drill , Truck

Mounted.....\$ 21.07

Foundation Drill, Crawler

Mounted.....\$ 17.99

Front End Loader 3 CY or

Less.....\$ 13.69 **

Front End Loader, over 3 CY.\$ 14.72 **

Loader/Backhoe.....\$ 15.18

Mechanic.....\$ 17.68

Milling Machine.....\$ 14.32 **

Motor Grader, Fine Grade....\$ 17.19

Motor Grader, Rough.....\$ 16.02

Pavement Marking Machine....\$ 13.63 **

Reclaimer/Pulverizer.....\$ 11.01 **

Roller, Asphalt.....\$ 13.08 **

Roller, Other.....\$ 11.51 **

Scraper.....\$ 12.96 **

Small Slipform Machine.....\$ 15.96

Spreader Box.....\$ 14.73 **
 Servicer.....\$ 14.58 **
 Steel Worker (Reinforcing).....\$ 16.18
 TRUCK DRIVER
 Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25 **
 Single Axle.....\$ 12.31 **
 Single or Tandem Axle Dump
 Truck.....\$ 12.62 **
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86 **
 Transit-Mix.....\$ 14.14 **
 WELDER.....\$ 14.84 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

THE STATE OF TEXAS §

COUNTY OF JOHNSON §

AFFIDAVIT

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

"My name is _____. I am of sound mind and capable of making this affidavit. "I am a _____ for the _____ which company entered into a contract on the _____ day of _____, 20____, to construct the **Clark Park Parking Improvements**, and I am duly authorized on behalf of said company to hereby swear and affirm that all wages for labor on the above-referenced project are in strict compliance with the established prevailing wage rates as described in the contract documents for the referenced project, and all wages have been and will be paid and satisfied as the prevailing rates may change from time to time. Upon request by the City of Burleson, I shall allow a complete examination of the financial records relative to this project, including, but not limited to, cancelled checks, invoices and statements at any time, and allow the City of Burleson to interview any and/or all employees of the above said company or any and/or all employees of said Company's subcontractor or subcontractors. Also, I hereby agree on behalf of the above company, to be accountable for any and all penalties and/or fine provisions in accordance with the contract documents and relevant law.

AFFIANT

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

Notary Public In and For the State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION NO. 4

OUT OF STATE CONTRACTOR COMPLIANCE TO STATE LAW

The State Legislature of the State of Texas at its 1985 Legislative Session passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder.

Non-resident contractor in _____ (give state), our principal place of business, is required to be _____ percent lower than resident bidders by State Law. A copy of the statute is attached.

Non-resident contractor in _____ (give state), our principal place of business, is not required to underbid resident bidders.

BIDDER

Home Run Construction LLC
Company

By Joseph Yentas
(Please Print)

P.O. Box 1479
Address

Joseph Y
Signature

Midlothian TX 76065
City State Zip

Managing Member
Title (Please Print)

SECTION 5
AFFIDAVIT AGAINST PROHIBITED ACTS

I hereby affirm that I am aware of the provisions of the Texas Penal Code Sec. 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and sub-contractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

Joseph [Signature]
Signature

1-31-23
Date

Rick Rooks
ATTEST (if corporation)

1-31-23
Date

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. BRIBERY AND CORRUPT INFLUENCE

36.02 BRIBERY

- (a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:
 - (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
 - (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
 - (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
 - (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
- (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.
- (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
 - (1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or
 - (2) the public servant ceases to be a public servant.
- (d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
- (e) An offense under this section is a felony of the second degree.

36.08 GIFT TO PUBLIC SERVANT BY PERSON SUBJECT TO HIS JURISDICTION

- (a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the public servant or his agency.
- (b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his agency.
- (c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.
- (d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.
- (e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.
- (f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.
- (g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.
- (h) An offense under this section is a Class A misdemeanor.

36.09 OFFERING GIFT TO PUBLIC SERVANT

- (a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
- (b) An offense under this section is a Class A misdemeanor.

36.10 NON-APPLICABLE

- (a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
- (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
 - (2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the official status of the recipient; or
 - (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
 - (A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
 - (4) a political contribution as defined by Title 15, Election Code; or
 - (5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.
- (b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.
- (c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

SECTION 5A CONFLICT OF INTEREST

The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Burleson Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

A person or business, and their agents, contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire FORM CIQ. Form CIQ is available online at www.ethics.state.tx.us or electronically at www.tml.org.legal - Ethics Form ECIQ.

Sec. 176.002. APPLICABILITY TO CERTAIN VENDORS AND OTHER PERSONS.

- (a) This chapter applies to a person who:
 - (1) enters or seeks to enter into a contract with a local governmental entity; or
 - (2) is an agent of a person described by Subdivision (1) in the person's business with a local governmental entity.
- (b) A person is not subject to the disclosure requirements of this chapter if the person is
 - (1) a state, a political subdivision of a state, the federal government, or a foreign government; or
 - (2) an employee of an entity described by Subdivision(1), acting in the employee's official capacity.

Sec. 176.006. Disclosure requirements for vendors and other persons; questionnaire.

- (a) A person described by Section 176.002(a) shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1).
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the person:
 - (A) begins discussion or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the person becomes aware:

The form must be filed with the City Secretary no later than seven days after the date the person or business contracts with the City. Such persons and businesses, and their agents, must also file an updated questionnaire not later than September 1 of each year in which the person or business contract begins, and within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate. An updated complete questionnaire is not required if the person or business filed a questionnaire or updated questionnaire after June 1 but before September 1.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.HomeRun Construction LLC**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4Joseph H
Signature of person doing business with the governmental entity1-31-23
Date

Adopted 06/29/2007

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-977732

Date Filed:
01/30/2023

Date Acknowledged:

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

Home Run Construction LLC
Midlothian, TX United States

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

City of Burleson

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

PK2006
Parking Lot, Irrigation and Landscape

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Joseph Yentes, and my date of birth is 5-7-76.

My address is 166A HCR 3220, Hillsboro, TX, 76645, US.
(street) (city) (state) (zip code) (country)

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

Executed in Hill County, State of Texas, on the 30 day of January, 2023.
(month) (year)

Joseph Yentes
Signature of authorized agent of contracting business entity
(Declarant)

SECTION 5B

HOUSE BILL 89 VERIFICATION FORM

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the Contract Pursuant to Section 2270.001,

TEXAS GOVERNMENT CODE:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official), do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1. does not boycott Israel currently; and
2. will not boycott Israel during the term of the contract; and
3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Home Run Construction LLC
Company Name

Joseph [Signature]
Signature of Authorized Official

Managing Member
Title of Authorized Official

1-31-23
Date

SECTION 6

PROPOSAL

To: The City of Burleson
141 W. Renfro
Burleson, TX 76028

For: Clark Park Parking Improvements
Project No. PK2006

TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the Clark Park Parking Improvements Project, City of Burleson Project No. PK2006, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City to the Contractor will be made based on the actual quantity installed in the field.

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Clark Park Parking Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
101	1	LS	Site Preparation, Mobilization, Bonds, & Insurance <u>Nine thousand fifty-eight</u> Dollars and <u>Zero</u> Cents Per Lump Sum	\$ <u>9,058.⁰⁰</u>	\$ <u>9,058.⁰⁰</u>
102	1	LS	Design and Implement SWPPP <u>Three thousand five hundred</u> <u>twenty</u> Dollars and <u>Zero</u> Cents Per Lump Sum	\$ <u>3,520.⁰⁰</u>	\$ <u>3,520.⁰⁰</u>
103	1	LS	Pre-Construction Video Tape of Project <u>Two hundred seventy-five</u> Dollars and <u>Zero</u> Cents Per Lump Sum	\$ <u>275.⁰⁰</u>	\$ <u>275.⁰⁰</u>
104	62	SF	Remove Existing Concrete Sidewalk <u>thirty-four</u> Dollars and <u>ninety</u> Cents Per Square Foot	\$ <u>34.90</u>	\$ <u>2,163.80</u>
105	35	SY	Remove Existing Gravel and Base Material <u>thirty-seven</u> Dollars and <u>thirty-two</u> Cents Per Square Yard	\$ <u>37.32</u>	\$ <u>1,306.20</u>
106	1,755	SY	Remove Existing Asphalt and Base Material <u>Three</u> Dollars and <u>fifty-six</u> Cents Per Square Yard	\$ <u>3.56</u>	\$ <u>6,247.80</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Clark Park Parking Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
107	1	EA	Remove Existing Sign <u>Eight hundred twenty-five</u> Dollars and <u>Zero</u> Cents Per Each	\$ <u>825.⁰⁰</u>	\$ <u>825.⁰⁰</u>
108	45	CY	Unclassified Excavation & Grading, including haul-off <u>thirty-seven</u> Dollars and <u>sixty-nine</u> Cents Per Cubic Yard	\$ <u>37.⁶⁹</u>	\$ <u>1,696.⁰⁵</u>
109	1	LS	Design and Implement Irrigation system by Texas licensed irrigator <u>Sixteen thousand sixty</u> Dollars and <u>Zero</u> Cents Per Lump Sum	\$ <u>16,060.⁰⁰</u>	\$ <u>16,060.⁰⁰</u>
201	886	SY	6" Lime Stabilized Subgrade <u>Ten</u> Dollars and <u>forty-two</u> Cents Per Square Yard	\$ <u>10.⁴²</u>	\$ <u>9,232.¹²</u>
202	16	TON	Lime at 36 lbs per square yard <u>Four hundred three</u> Dollars and <u>Zero</u> Cents Per Ton	\$ <u>403.⁰⁰</u>	\$ <u>6,448.⁰⁰</u>
203	631	SY	6" Concrete Paving <u>Seventy</u> Dollars and <u>Seventy-nine</u> Cents Per Square Yard	\$ <u>70.⁷⁹</u>	\$ <u>44,668.⁴⁹</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Clark Park Parking Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
204	200	SY	5" Concrete Paving <u>Sixty-four</u> Dollars and <u>Thirty-five</u> Cents Per Square Yard	\$ <u>64.35</u>	\$ <u>12,870.00</u>
205	92	SY	4" Concrete Sidewalk <u>fifty-nine</u> Dollars and <u>forty</u> Cents Per Square Yard	\$ <u>59.40</u>	\$ <u>5,464.80</u>
206	44	SY	6" #3 Gravel Paving <u>Eighty-six</u> Dollars and <u>Thirty-seven</u> Cents Per Square Yard	\$ <u>86.37</u>	\$ <u>3,800.28</u>
207	315	LF	6" Concrete Monolithic Curb <u>Thirty-eight</u> Dollars and <u>fifty</u> Cents Per Linear Foot	\$ <u>38.50</u>	\$ <u>12,127.50</u>
301	1,130	LF	Pav Surf Prep for Mrk (4") <u>One</u> Dollars and <u>ninety-Three</u> Cents Per Linear Foot	\$ <u>1.93</u>	\$ <u>2,180.90</u>
302	2	EA	Pav Surf Prep for Mrk (ADA Symbol) <u>two hundred forty-seven</u> Dollars and <u>fifty</u> Cents Per Each	\$ <u>247.50</u>	\$ <u>495.00</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Clark Park Parking Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
303	1,130	LF	4" Solid White Stripe <u>two</u> Dollars and <u>five</u> Cents Per Linear Foot	\$ <u>2.05</u>	\$ <u>2,316.50</u>
304	2	EA	Handicap Parking Symbol <u>four hundred ninety-five</u> Dollars and Cents Per Each	\$ <u>495.00</u>	\$ <u>990.00</u>
305	1	EA	"No Parking" Lettering <u>three hundred three</u> Dollars and <u>zero</u> Cents Per Each	\$ <u>303.00</u>	\$ <u>303.00</u>
306	2	EA	Install Handicap Parking Sign (inc. sign, foundation, and post) <u>three hundred ninety-six</u> Dollars and <u>zero</u> Cents Per Each	\$ <u>396.00</u>	\$ <u>792.00</u>
307	1	EA	Other Small Signs <u>five hundred twenty-five</u> Dollars and <u>zero</u> Cents Per Each	\$ <u>525.00</u>	\$ <u>525.00</u>
308	10	EA	Precast Wheel Stop <u>one hundred thirty-seven</u> Dollars and <u>fifty</u> Cents Per Each	\$ <u>137.50</u>	\$ <u>1,375.00</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Clark Park Parking Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
309	2	EA	TxDOT Type 2 Barrier Free Ramp <u>One thousand nine hundred eighty</u> Dollars and <u>zero</u> Cents Per Each	\$ <u>1,980.⁰⁰</u>	\$ <u>3,960.⁰⁰</u>
310	150	LF	2" Conduit, Schedule 40 or Above, for future electrical <u>twenty-one</u> Dollars and <u>six</u> Cents Per Linear Foot	\$ <u>21.⁰⁶</u>	\$ <u>3,159.⁰⁰</u>
401	173	LF	Metal Edging <u>eight</u> Dollars and <u>eighty-one</u> Cents Per Linear Foot	\$ <u>8.⁸¹</u>	\$ <u>1,524.¹³</u>
402	20	EA	Arkansas Boulder <u>five hundred two</u> Dollars and <u>zero</u> Cents Per Each	\$ <u>502.⁰⁰</u>	\$ <u>10,040.⁰⁰</u>
403	5,217	SF	Grass Sod <u>zero</u> Dollars and <u>seventy-five</u> Cents Per Square Foot	\$ <u>0.⁷⁵</u>	\$ <u>3,912.⁷⁵</u>
404	6,329	SF	Decomposed Granite <u>four</u> Dollars and <u>Twenty-eight</u> Cents Per Square Foot	\$ <u>4.²⁸</u>	\$ <u>27,088.¹²</u>

PROPOSAL FORM EXHIBIT 'A'

City of Burleson
Clark Park Parking Improvements

Item No.	Estimated Quantity	Unit	Item Description Total Unit Price Written in Words	Unit Price	Extension
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Total Base Proposal

one hundred ninety-four thousand
four hundred twenty-four Dollars and
forty Cents

\$194,424.40

Construction Time: Offeror shall complete the work within 60 calendar days from notice to proceed to substantial completion.

Successful BIDDER:

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 60 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond or Cashier's Check for _____ (\$9,721.22 5%) dollars, which it is agreed shall be collected and retained by the OWNER as liquidated damages if the OWNER accepts this bid within sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 1-25-23 Acknowledged

Addendum No. 2 _____

Addendum No. 3 _____

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,

investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may overlap at Contractor's discretion).
TOTAL DAYS: 60

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sizes and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.

10. BIDDER acknowledges that the City of Burleson reserves the right to delete any portion of this project, as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.
11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the City of Burleson reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the City's available funds.
12. BIDDER accepts the provisions as to liquidated damages (\$240.00 per calendar day) in the event of failure to complete the work on time.
13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

Company

By _____

(Please Print)

Title

Address

City

State

Zip

(Seal if corporation)

Submitted by _____

An Individual
A Corporation
A Partnership

Doing Business as _____

(Complete A or B below, as applicable)

[] A. The principal place of business of our company is in the State of _____.

Non-resident bidders in the State of _____, our principal place of business, are required to be _____% lower than resident bidders by State Law.

A copy of statute is attached.

[X] B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 106,933.42
ALL OTHER CHARGES: \$ 87,490.98
*TOTAL: \$ 194,424.40

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.

NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.

SECTION 7

STATE OF TEXAS§

Contract

COUNTY OF JOHNSON §

PROJECT NO. PK2006

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

W I T N E S S E T H:

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

Clark Park Parking Improvements

City of Burleson Project No. PK2006

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

The Contractor hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him or her and to

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

The Owner agrees to pay the Contractor in current funds for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions, as provided therein.

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

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

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

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

Contractor's status shall be that of an independent Contractor and not an agent, servant, employee or representative of Owner in the performance of this

Contract. No term or provision of, or act of Contractor or Owner under this Contract shall be construed as changing that status.

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

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

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

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

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

WITNESS:

CONTRACTOR

By _____
Signature

Company Name

Typed/Printed Name

Tax Identification Number:

Title

By _____
Signature

Address

Printed or Typed Name

City State Zip

Printed or Typed Title

ATTEST:

CITY OF BURLESON, TEXAS

Amanda Campos
City Secretary

Bryan Langley
City Manager

THE STATE OF TEXAS §

Corporate Acknowledgment

COUNTY OF JOHNSON §

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

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

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF JOHNSON §

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

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

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

SECTION 8

THE STATE OF TEXAS §

Performance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE PRESENTS:

THAT

of the City of _____, County of _____

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

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of ONE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED TWENTY FOUR & 40/100 DOLLARS (\$194,424.40), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain written Contract with the City of Burleson dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Clark Park Parking Improvements

City of Burleson Project No. PK2006

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

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of the above referenced Contract in accordance with the plans, specifications and Contract documents during the original term thereof, and any extension thereof which may be granted with or without notice to SURETY, and during the life of any guaranty

required under the Contract, and shall also well and truly perform and fulfill all the covenants, terms, conditions and agreements of any and all authorized modifications of such Contract that may hereafter be made, notice of which modifications to SURETY being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and PRINCIPAL and SURETY hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms and provisions of such Contract.

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

PRINCIPAL

Company

By _____
Signature

By _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION 9

THE STATE OF TEXAS §

Payment Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

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

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of ONE HUNDRED NINTY FOUR THOUSAND FOUR HUNDRED TWENTY FOUR & 40/100 DOLLARS (\$194,424.40), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that,

WHEREAS, PRINCIPAL entered into a certain Contract with City of Burleson, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Clark Park Parking Improvements
City of Burleson Project No. PK2006

NOW THEREFORE,

If PRINCIPAL shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants

supplying labor and materials in the prosecution of the work provided for in the above referenced Contract and any and all duly authorized modifications of such Contract that may hereafter be made, notice to SURETY of such modifications being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

This Bond is given pursuant to the provisions of Chapter 2253 of the Government Code, as amended. The terms "payment bond beneficiary," "public work labor," and "public work material," as used herein, are in accordance with and as defined in the relevant provisions of Chapter 2253 of the Government Code.

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

PRINCIPAL

By _____
Signature

Typed/Printed Name

Title

Address

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

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

NAME _____

ADDRESS _____

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

SECTION 10

THE STATE OF TEXAS §

Maintenance Bond

COUNTY OF JOHNSON §

KNOW ALL BY THESE

PRESENTS:

THAT _____

of the City of _____, County of _____

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

_____, a corporate surety/sureties organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY," (whether one or more), are held and firmly bound unto the **CITY OF BURLESON, TEXAS**, a municipal corporation located in Johnson County, Texas, hereinafter referred to as "CITY," in the amount of ONE HUNDRED NINETY FOUR THOUSAND FOUR HUNDRED TWENTY FOUR & 40/100 DOLLARS (\$194,424.40), lawful money of the United States, to be paid in Burleson, Johnson County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators and successors, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, PRINCIPAL entered into a certain written Contract with City of Burleson, dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Clark Park Parking Improvements

City of Burleson Project No. PK2006

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

NOW THEREFORE,

If PRINCIPAL will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance and

perform all necessary work and repair any defective condition growing out of or arising in any part of the construction of said improvement, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by PRINCIPAL; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case PRINCIPAL shall fail to do so, it is agreed that CITY may do such work and supply such materials and charge the same against PRINCIPAL and SURETY on this obligation, and in addition, PRINCIPAL and SURETY herein shall be subject to the liquidated damages as provided in the Contract referred to herein for each day's failure on its part to comply with the terms and provisions of such Contract.

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

PRINCIPAL

By _____
Signature

By _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

WITNESS

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SURETY

Company

By _____
Signature

Typed/Printed Name

Title

Address

City State Zip

SECTION 10A.1
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: Clark Park Parking Improvements
Project Number: PK2006
Owner: City of Burleson, Texas
Contractor: _____
Engineer: _____

The Surety Company, on bond of the Contractor listed above for the referenced project, in accordance with the Contract Documents, hereby approves final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the Owner under the terms of the Contract and as set forth in said Surety Company's bond.

In witness whereof, the Surety Company has hereunto set its hand this _____ day
of _____ 20____

Surety Company

By _____
Authorized Representative

Title

Address

City State Zip

Attach Power of Attorney

SECTION 10A.2
CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

THE STATE OF TEXAS
COUNTY OF JOHNSON

§ CONTRACTOR'S AFFIDAVIT OF
§ FINAL PAYMENT AND RELEASE

BEFORE ME, the undersigned authority, on this day personally appeared _____

("Affiant"), who, after being by me duly sworn, deposes and says that he is _____

, a _____ (corporation, partnership, trade name)
of _____ (County, State of Texas) the ("Contractor"), which said Contractor
was awarded the contract dated the _____ day of _____, for the construction of Clark Park
Parking Improvements (the "Work"), for a total consideration
of _____ Dollars to be paid to the said Contractor (the
"Contract"), and the Affiant has full power of authority to make this affidavit.

That CITY OF BURLESON (the "Owner") has received the request for final payment on said Work, and that the said contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the Texas Property code, and Article 510 of the Revised civil Statues of the State of Texas, or any other applicable statues or charter provisions, and that all just bills for labor and materials have been paid and charged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of _____ Dollars as FULL AND FINAL PAYMENT under the aforementioned contract, and hereby waives and releases any right against the Owner arising out of or in any manner connected with the performance of the work and/or his Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor ("Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the contract and shall not be deemed or alter or modify the terms and provisions of said Contract.

By _____
(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE _____ day of _____, 20____.

(Notary Public, in and for the State of Texas)

(Printed Name of Notary)

My Commission expires: _____

SPECIAL PROVISIONS

PART A – PAVING AND DRAINAGE SPECIFICATIONS

11A-1 **PURPOSE OF SPECIAL PROVISIONS:**

The project shall be constructed in accordance with the *Standard Specifications for Public Works Construction* as issued by the North Central Texas Council of Governments (NCTCOG), as it may be amended from time to time, hereinafter referred to as the Standard Specifications.

These Special Provisions are included for the purpose of adapting the Standard Specifications to the particular project which is subject to this agreement and of adding thereto such further provisions as may be necessary to state the contract in its entirety.

Where any discrepancies occur between the Special Provisions and the Standard Specifications, the Special Provisions shall govern.

References made to "TxDOT" items in this contract shall mean items in the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* as published by the Texas Department of Transportation in 2004, or most recent edition, Standard version only. There will be no Metric projects. Further technical requirements contained in other publications are referenced in sections where they apply and are hereby incorporated.

11A-2 **SCOPE OF WORK:**

- A. The work governed by these specifications is located in the city of Burleson, Texas and consists of the Clark Park Parking Improvements Project, City of Burleson Project No. PK2006. The project includes the construction of a new concrete parking lot. All work shall be bid and installed complete and in place as outlined within the Contract Documents and Specifications.
- B. The intent of the Contract Documents, including the Standard Specifications, Special Provisions & Projects, and other instruments, documents, drawings and maps comprising the Plans and Specifications, is to describe the completed work to be performed by the Contractor under the contract as an independent Contractor.
- C. Horizontal and vertical control, if available, will be provided by the Owner prior to construction. Construction staking will be the responsibility of the contractor. No separate pay item is included for construction staking. The work will be performed subject to the right of inspection by the City

Engineer or his authorized representative. Any provision of the agreement vesting in the City of Burleson, Department of Engineering Services, the right of supervision or inspection is understood by all the parties to be for the purpose of ensuring that the plans and specifications are complied with and that the completed work is obtained as described, and no such provision shall be interpreted as vesting in the City of Burleson, Department of Engineering Services the right to control the details of the work.

- D. The Contractor shall maintain at all times on the job site, a superintendent authorized to receive and execute instructions from the engineer.
- E. The Contractor shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him; and shall at all times maintain good order among his employees.

Whenever the City of Burleson shall inform the Contractor in writing that, in his opinion, any employee is unfit, unskilled, disobedient or is disrupting the orderly progress of the work; such employee shall be removed from the work and shall not again be employed on it.

Under urgent circumstances, the City of Burleson may orally require immediate removal of an employee for cause, to be followed by written confirmation.

11A-3 BONDS, INSURANCE AND AFFIDAVITS:

- A. The following bonds and proof of insurance shall be filed with the City of Burleson as a condition of the contract, together with appropriate powers of attorney.
 - 1. **Performance, Payment, And Maintenance Bonds:** Performance, Payment and Maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City of Burleson. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Conditions.
 - 2. **Performance Bonds And Payment Bonds In Excess Of \$100,000:** In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand

Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

3. **Insurance:** Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers' Compensation	Statutory Limit
Employer's Liability	\$100,000 Each Occurrence
	\$100,000 Disease – Each Employee

Liability Insurance

Commercial General Liability (No standard coverages are to be excluded by endorsement.)	\$1,000,000 Per Occurrence
--	----------------------------

Automobile Liability Insurance

Commercial Auto Liability Policy (including coverage for owned, hired, and non-owned autos)	\$ 500,000 Combined Single Limit
--	-------------------------------------

Umbrella Liability

(Following Form and Drop Down Provisions Included)	\$2,000,000 Each Occurrence
--	-----------------------------

- B. It is agreed by all parties to this contract that the insurance required under this contract shall:

1. Be written with the City of Burleson as an additional insured.
2. Provide thirty days notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.
3. Be written through companies duly authorized to transact that class of insurance in the State of Texas.
4. Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Burleson, it being the intention that the required insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
5. Provide a Certificate of Insurance evidencing the required coverages to:

City of Burleson
Public Works Capital Division
Attn: Travis Rosenbaum
141 W. Renfro
Burleson, TX 76028

- C. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City of Burleson or the City of Burleson's property might be responsible or encumbered (less amounts withheld by City of Burleson) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the City of Burleson, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City of Burleson, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City of Burleson. If a subcontractor refuses to furnish a release or waiver required by the City of Burleson, the Contractor may furnish a bond satisfactory to the City of Burleson to indemnify the City of Burleson against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City of Burleson all money that the City of Burleson may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- D. In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

1. **Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- d. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - f. notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11A-4 INDEMNIFICATION:

Contractor does hereby agree to waive all claims, release, indemnify, defend and hold harmless City of Burleson and all its officials, officers,

agents, and employees, from and against any and all claims, losses, damages, suits, demands or causes or action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damage to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Burleson, his officers, officials, agents or employees. It is the express intention of all the parties that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect City of Burleson from the consequences of City of Burleson's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage and whether said negligence is characterized as sole, contractual comparative, concurrent, joint, gross, active, passive, or any other form of negligence.

In any and all claims against any party indemnified hereunder by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under workmen's compensation acts or other employee benefit acts.

11A-5 ADDENDUM:

This section has been moved to "Instructions to Bidders."

11A-6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

Since time is of the essence, the City has seen fit to establish the time required to complete this project. The time, as set out in SECTION 5 of this contract, will be the maximum number of calendar days allowed to substantially complete this project. ***Substantially complete is defined as having completed all bid items included in the contract to allow the facilities to function as designed.*** Failure of the Contractor to complete the work within this time will result in damages being sustained by the City of Burleson. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor will pay the City of Burleson TWO HUNDRED FORTY DOLLARS (\$240.00) for each calendar day of delay (including Sundays and holidays) in finishing the work in excess of time specified for completion, plus any authorized time extensions. Execution of the contract under these specifications shall constitute agreement by the City of Burleson and Contractor that TWO HUNDRED FORTY (\$240.00) is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as

a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

The days as outlined in the Bid Summary for each section is given as a guide to the amount of time assumed to complete that particular portion of work. Liquidated damages will incur as a relation to completion of the entire Project within the allotted total number of Calendar days, which is 90 days.

11A-7 COMPUTATION OF CONTRACT TIME FOR COMPLETION:

The Contract Documents furnished to the Contractor shows the number of calendar days allowed in the contract. If the satisfactory completion of the contract shall require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional calendar days will be considered, equal to the time which, in the opinion of the engineer, the work as a whole is delayed. However, the completion time can only be changed by the execution of a supplemental agreement (change order).

Time will be charged for all calendar days regardless of weather conditions, material supplies, or other conditions not under the control of the Contractor, which could impede the prosecution of the work. Time will also be charged for Sundays and holidays.

Prior to beginning construction operations, the Contractor shall submit to the engineer a *Critical Path Method (CPM)* chart progress schedule showing the manner of prosecution of the work that he intends to follow in order to complete the contract within the allotted time. The purpose for this schedule is to assure adequate planning and execution of the work. The progress schedule must present a reasonable approach to completing the work within the allotted time.

Payment of partial monthly estimates shall not be commenced until the CPM chart progress schedule has been approved by the engineer.

The Contractor shall be entirely responsible for maintaining the progress of the work in accordance with the approved schedule. Should it become evident, in the opinion of the engineer, any time during the construction that the progress of the work has not been maintained in accordance with the approved schedule, the Contractor shall, upon written request of the engineer, promptly submit a revised schedule. This revised schedule shall set out operations, methods, equipment, added labor, and additional work shifts by which time lost shall be made up. At the end of each estimate period, the engineer will determine whether the Contractor is in compliance with the approved schedule, or the approved revised schedule. In the event the Contractor is determined not to be in compliance, he will be notified immediately in writing. If the Contractor does not correct the work progress to comply with the approved revised schedule by the end of the month of notification, payment for work performed during the period of non-compliance will be reduced according to the following:

1st Month - Reduction = 30% X work performed (Month Only)
2nd Month - Reduction = 40% X work performed (Month Only)
3rd Month - Reduction = 50% X work performed (Month Only)
Subsequent Month - Reduction = 50% work performed (Month Only)

The first month (the month of notification) is that month in which notification is made. Each month's reduction will be assessed only for that work performed during that specific month. The reduction will be cumulative for the entire period of non-compliance; i.e., 30% payment reduction for the work performed during the first month, plus 40% payment reduction for work performed during the second month, plus 50% payment reduction for work performed during the third month, and plus 50% payment reduction for work performed in each succeeding month of non-compliance thereafter. When the work progress becomes in compliance with the approved schedule, or the approved revised schedule, all withheld monies will be paid to the Contractor with the next regular estimate.

The Contractor shall anticipate possible delays and shall be prepared to supplement and revise his construction methods accordingly.

Prior to any construction activities, the Contractor shall install erosion control measures. The Contractor shall then begin the work to be performed under the contract within 10 days after the date of the authorization to begin work and shall continuously prosecute same with such diligence as will enable him to complete the work within the time limit specified. He shall not open up work to the detriment of work already begun. The Contractor shall conduct his operations so as to impose a minimum interference to traffic.

11A-8 DELAYS:

The Contractor assumes the risk of all suspensions of or delays in performance of the contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to this contract, including wrongful acts or omissions of City of Burleson or its Contractors or subcontractors except only to the extent, if any, that compensation or an extension of time may be due as expressly provided for elsewhere in this contract for such suspension or delays, and, subject only to such exception, the Contractor shall bear the burden of all costs, expenses and liabilities which he may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this contract, shall conclusively be deemed to have been within the contemplation of the parties.

Notwithstanding any provisions of this contract, whether relating to time of performance or otherwise, City of Burleson makes no representation or guarantee as to when the construction site or any part thereof will be available for the performance of the contract, or as to whether conditions at the construction site will be such as to permit the contract to be formed thereon without interruption or by any particular sequence or method or as to whether

the performance of the contract can be completed by the time required under this contract or by any other time.

Wherever in connection with this contract it is required, expressly or otherwise, that City of Burleson shall perform any act relating to the contract, including making available or furnishing any real property, materials or other things, no guarantee is made by the City of Burleson as to the time of such performance and the delay of City of Burleson in fulfilling such requirement shall not result in liability of any kind on the part of City of Burleson except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this contract.

11A-9 MONTHLY ESTIMATE:

Although Contractor estimates may be submitted on a monthly basis, The City of Burleson does not use a monthly pay estimate schedule. The City will process the estimate within a reasonable time. It is the Contractor's best interest to get the estimate to the inspector as early in the week as possible to verify quantities and make the request. After verification, payment can be made

11A-9A RIGHT TO AUDIT:

CONTACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits.

11A-10 PREVAILING WAGE RATES:

The Contractor shall comply with V.T.C.A., Government Code, Chapter 2258, in performing this project. In accordance with V.T.C.A., Government Code, Chapter 2258, the prevailing wage rates as set forth in Section 3 of the contract documents shall be paid on this project. For overtime work and legal holidays, the hourly rate shall be one and one-half times the basic hourly rate set forth in Section 3. The City will require an affidavit stating that the Contractor has complied with the prevailing wage rate provision of the contract documents, prior to acceptance of the project. The City reserves the right to conduct interviews with the Contractor's employees to insure compliance with Section 3 of the contract documents in accordance with applicable State and Federal Laws.

Upon written request by the City, the general contractor shall be responsible for submitting payroll information to the City of Burleson for all employees

performing work on the project, whether employed by the general contractor or a subcontractor to the general contractor. Each submittal shall be certified by the general contractor as to completeness and accuracy.

A Contractor or subcontractor in violation of V.T.C.A., Government Code, Chapter 2258 is liable for a penalty. That Contractor or subcontractor shall pay to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for work done under the contract.

The Contractor or subcontractor violating a requirement of this Special Provision may be determined ineligible to bid on or receive any additional work during the calendar year following the year in which the violation of this Special Provision occurred.

11A-11 CONSTRUCTION WATER:

Construction water necessary for the normal construction of this project will not be provided free to the Contractor. All construction water will be metered by City owned meters and only these meters. The Contractor is responsible for paying the current security deposit for the meter at the Utility Billing Department Office, 141 W. Renfro, City Hall, prior to picking up the meter. These meters will be furnished by the City of Burleson and will be picked up at City Hall. The assigned company is liable for any theft and/or damage done to the meter once in the Contractor's possession. The loss of the meter or failure to turn it in when the job is completed will result in the forfeiture of the security deposit. Damages to the meter will be billed. It will be up to the assigned company to supply the monthly meter reading, meter number and signature of the company employee in writing to the Utility Billing department no later than the 10th of each month. That written reading may be dropped off to the Utility Billing department at City Hall or faxed to 817-447-3928. This procedure will be followed wherever construction water is needed. No exceptions to the rule will be sanctioned. Where water is necessary only to settle dust on the street at the request of the property owners, the engineer or inspector will notify the Contractor. The necessary application of water for dust shall be considered subsidiary to the other bid items listed in SECTION 7 (PROPSAL) of this contract.

11A-12 DETOURS AND BARRICADES:

The Contractor shall submit to the inspector two (2) copies of a Traffic Control Plan two (2) weeks prior to closing any street or causing any obstruction to traffic on any street. The Contractor shall not proceed with the implementation of the Traffic Control Plan until notified by the inspector that the plan has been accepted. The Traffic Control Plan shall be drawn at a scale not less than 1"=200' unless approved by the inspector and such that it is legible and shall include proposed street closings, detours, barricade placements, and sign

placement, including advance warning signs, and pavement markings if necessary. The Contractor shall furnish and erect suitable barricades, signs, and appropriate pavement markings to protect motorists and pedestrians, as set forth in the latest edition of the *TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TxMUTCD)*. The barricades, signs, and pavement markings shall be constructed, placed, and adequately maintained as set forth in the Traffic Control Plan or as directed by the engineer or authorized representative. Unless included as a bid item, no direct compensation will be made to the contractor for the preparation of the Traffic Control Plan.

Unless otherwise approved by the engineer or authorized representative, two-way traffic shall be maintained on all roadways under construction at all times. If it becomes necessary to detour traffic off the existing paved roadway for more than seven (7) days, a hard surface driving lane, such as asphalt, shall be properly constructed and maintained by the Contractor throughout the duration of the detour. All temporary tie-ins shall be constructed of 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of all detours and tie-ins shall be considered subsidiary to the unit prices bid for temporary asphalt. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities. A bid item shall be included for furnishing, installing, maintaining and final removal of the asphalt.

Where pavement drop-offs occur, traffic control plans shall be in accordance as illustrated on the following *"Traffic Control Device Detail,"* which is enclosed as part of these specifications. These guidelines are applicable to construction work where continuous pavement edges or drop-offs exist parallel and adjacent to a lane used for traffic.

No direct compensation (unless bid item included) will be made to the Contractor for furnishing, installing, and maintaining barricades, signs, pavement markings, and detours and their subsequent removal. This is to be considered subsidiary to the several items for which unit prices are requested in the PROPOSAL. Should it be necessary for the City to provide and/or maintain signs, barricades, and markings the cost of such shall be deducted from the monthly estimate.

11A-13 SALES TAX EXEMPTION:

The Contractor is cautioned that Texas law regarding tax exemption for City projects has been revised. The Contractor is responsible for obtaining the latest information from the State Comptroller's Office and/or other appropriate entities and bidding accordingly.

11A-14 ACCESS TO PRIVATE PROPERTIES:

The Contractor shall maintain all private drives in an accessible condition to allow residents ingress and egress before leaving the job site, except during the placing and curing of drive approaches. All commercial drives and other locations with high traffic volumes, as directed by the engineer, shall be maintained with 4-inch Type B asphalt over a compacted subgrade (standard compaction). Subsequent maintenance of drives shall be considered subsidiary to the unit prices bid. Cutting, removing, and replacing the asphalt for utility installations, excavation, and/or liming operations shall be considered subsidiary to the initial placement of asphalt and will not be paid for each re-installation. Asphalt shall be replaced within seven (7) days of removal for these activities.

The Contractor will leave with the engineer the phone numbers of responsible persons available twenty-four (24) hours a day to handle emergencies concerning egress and ingress. If a vehicle becomes stranded due to an inaccessible condition, any legitimate claims arising from such conditions shall be the sole responsibility of the Contractor. If such claims are not settled prior to the monthly pay estimate, they shall be deducted from that estimate.

11A-15 CRUSHED ROCK BAD WEATHER PROTECTION:

During periods of bad weather, the Contractor shall put in place, on excavated streets, an amount of Type A, Grade 1, flex base sufficient to provide temporary access to private non-commercial property. Crushed concrete flexible base meeting TxDOT Item 247, Grade 1 is also acceptable to provide temporary access to private property. All flex base will be removed and stockpiled for future use at other locations as necessary. Any base removed and hauled off the project site without approval from the engineer will be replaced by an equal quantity at the Contractor's expense. Special care will be taken by the Contractor during placement and removal of the flex base, not to unnecessarily combine the flex base with native material on the project. If special care is not taken by the Contractor, an equal quantity of flex base will be replaced at the Contractor's expense. This specification is not considered a separate bid item. It is considered subsidiary to other items in the proposal. Ingress and egress onto private and public property shall be maintained at all times when contractor is not working in the area.

11A-16 USE OF PRIVATE PROPERTY:

The Contractor shall not at any time use private property to park or turn around construction vehicles or store equipment and/or materials without the written permission of the property owner involved. ***The Contractor shall not at any time use private water meters set for the property owners use without written permission of the property owner.*** Contractor is responsible for any and all damages to private property used for construction purposes.

11A-17 PROTECTION OF THE PUBLIC:

(COG 107.18) The Contractor shall at all times conduct the work in such manner as to ensure the least possible obstruction to public traffic and protect the safety of the public. Public safety and convenience and provisions therefore made necessary by the work, shall be the direct responsibility of the Contractor and shall be performed at his entire expense.

Materials placed on the site, or materials excavated and the construction materials or equipment used shall be located so as to cause as little obstruction to the public as possible.

The City of Burleson reserves the right to remedy any neglect on the part of the Contractor in regard to public convenience and safety which may come to its attention. The cost of such work done or material furnished by the City of Burleson shall be deducted from monies due or to become due to the Contractor.

11A-18 PROTECTION OF ADJACENT PROPERTY:

The Contractor shall be responsible for the protection of all fences, trees, curb and gutter, and other improvements on the property adjoining the construction sites from damage by the Contractor's equipment and personnel. The Contractor shall be responsible for notifying the property owners in advance of any trimming to be done on trees. The Contractor will notify the City of any trees, shrubs, or bushes that must be removed by the construction. No trees will be removed by the Contractor until permission is granted by the engineer or his designated representative. The Contractor will not be allowed to place excess material, forms, equipment, or any other material outside the street right-of-way without written permission of the property owner and approval of the Engineer. No dumping will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-19 TESTING:

The City Inspector, deemed necessary, shall have the authority to test materials, equipment and in-place construction to verify compliance with project specifications. The expense of tests shall be paid for by the City as follows:

1. *Sanitary Sewer Lines*

- Trench backfill density- City pays initial testing, Contractor pays for retesting.
- Pressure Testing of the Line - Contractor pays.
- Manhole Vacuum Test – Contractor pays.

2. *Water Lines*

- Trench Backfill Density – City pays initial testing, Contractor pays for retesting.
- Pressure Testing of the Line- Contractor pays.

- Line Sterilization – Contractor pays for sterilization. City takes water sample and pays for the initial testing, Contractor pays for retesting.
3. *Storm Drain*
- Trench Backfill density – City pays initial testing, Contractor pays for retesting.
4. *Paving*
- Lime or cement stabilized subgrade gradation and density – City pays initial testing, contractor pays for retesting.
 - Mix design/plant control – Contractor pays
 - Strength test/ cylinders – City pays initial testing, Contractor pays for retesting.
 - Thickness test/coring - City pays initial testing, Contractor pays for retesting and additional tests to isolate deficient areas.
5. *Structures*
- Mix design/plant control – Contractor pays
 - Strength test/cylinders – City pays initial testing, Contractor pays for retesting.

The failure of the City to make any tests shall in no way relieve the Contractor of his responsibility to provide materials, equipment, and in-place construction which comply with project specifications. The Contractor shall provide such facilities as the engineer may require for collecting and forwarding samples and shall not, without specific written permission of the engineer, use the materials represented by the samples until tests have been made and materials approved for use. The Contractor will furnish adequate samples without charge to the City of Burleson.

In case of concrete, the aggregates, design minimum and the mixing and transporting equipment shall be approved by the engineer before any concrete is placed, and the Contractor shall be responsible for replacing any concrete which does not meet the requirements of the contract documents.

11A-20 DEFECTIVE MATERIALS, EQUIPMENT OR, IN-PLACE CONSTRUCTION:

- A. Materials and equipment not conforming to the requirements of these specifications will be rejected and shall be removed immediately from the site of the work, unless permitted to remain by the engineer. Rejected materials, the defects of which have been subsequently corrected, shall have the status of new material.
- B. In-Place construction not conforming to the requirements of these specifications will be removed and replaced at the Contractor's expense or reworked at the Contractor's expense as deemed appropriate by the engineer. Tests made on in-place construction which has been replaced or reworked due to failure to meet project specifications will be authorized by the engineer and the cost of such tests will be the expense of the Contractor.

11A-21 MATERIALS AND WORKMANSHIP: WARRANTIES AND GUARANTEES:

Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Burleson. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Burleson or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency at the expense of the Contractor.

11A-22 EXISTING UTILITIES:

The Contractor will make every effort to protect existing utilities and other lines or structures. The Contractor shall not adjust, remove, or operate existing utilities unless specifically requested to do so in these specifications or authorized to do so by the engineer or his representative. Any utility damaged by the Contractor during the construction shall be suitably replaced at the Contractor's expense.

The Contractor shall contact the proper utility representative as follows for questions or coordination of construction related to existing utilities:

<u>Utility</u>	<u>Representative</u>	<u>Phone Number</u>
ATMOS (formerly TXU Gas) 100 W. Morningside Dr. Fort Worth, TX 76110	William Day New Construction Manager	817-215-4704
Oncor Electric Delivery 7860 Winbrook Benbrook, TX 76126	Josh Brown PMDS Utility Designer	682-226-8977

AT&T
1116 Houston St.. Rm 1410
Frot Worth, TX76102

Daniel Dunn
Mgr Osp Plng & Engrg Design

817-994-3700

CHARTER COMMUNICATIONS
8912 S. I-35W, Ste. D
Fort Worth, TX 76134

Sheri Trahan
Relocation Consultant

817-271-8108

PUBLIC WORKS
1675 John Jones Dr.
Burleson, TX 76028

Travis Rosenbaum, P.E.
Project Engineer

817-426-9620

11A-23 PROTECTION & CLEANING OF EXISTING SEWERS

If the contractor, through any carelessness or negligence, obstructs the flow through any existing sewer within the limits of the project, the Public Works Department of the City of Burleson will provide the necessary equipment and labor to clean the obstructions(s) at a rate of Two Hundred Dollars (\$200.00) per hour with a two (2) hour minimum per location.

11A-24 LOCATION & PROTECTION OF EXISTING STRUCTURES & UTILITIES:

In the preparation of plans and specifications, the engineer has endeavored to indicate the location of existing underground utility lines which are known to the engineer. No attempt has been made to show minor lines or service lines however, and it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, the Contractor shall communicate with the local representative of all utility companies and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. It is the Contractor's responsibility to uncover and determine the elevation and location of all potential conflicts well ahead of the excavation.

11A-25 RIGHT-OF-WAY PREPARATION: N/A

11A-26 ROADWAY EXCAVATION: All roadway excavation on this project shall be unclassified and shall be performed in full accordance with the NCTCOG Specifications, Division 200, 203.4, "Unclassified Street Excavation."

Payment for excavation is based on plan quantity. Contractor shall verify excavation/fill quantities and shall notify City of Burleson in writing of concurrence or disagreement with plan quantities prior to start of construction. Any discrepancies in quantities shall be resolved prior to beginning excavation. No adjustments to plan quantities shall be allowed once excavation/fill activities have begun.

It shall be the responsibility of the Contractor to locate a suitable disposal site outside the right-of-way limits to dispose of both excess and unsuitable material from roadway excavation not needed in roadway fill and embankment. No separate payment shall be made for disposal of excess or unsuitable material. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways. Disposal shall be performed in accordance with appropriate laws and ordinances.

11A-27 UNCLASSIFIED STRUCTURAL EXCAVATION: N/A

11A-28 SITE GRADING:

All vegetation shall be removed from areas where fill is to be placed. Topsoil shall be grubbed, removed, and stockpiled. After the fill has been placed and compacted, the topsoil shall be spread to a thickness of six inches (6") in all proposed areas that require it. The topsoil shall be free from grass, roots, sticks, stones, or other foreign materials. After placement is complete, the surface of the topsoil shall be finished to a reasonably smooth surface so grass may be planted and maintained.

Site grading will be based on the elevations and grades shown on the Grading and Paving Drawings. Filling, construction of embankments, removal, stockpiling, and spreading topsoil and offsite disposal of excess material will be considered incidental and subsidiary to excavation and shall not be a separate pay item.

No extra payment shall be made for rock excavation or crushing rock material for placement in fill areas. This work shall be considered incidental to site grading and shall not be a separate pay item.

11A-29 COMPACTED ROADWAY FILL & EMBANKMENT: N/A

11A-30 BORROW: N/A

11A-31 FILLING:

Fills shall be constructed at the locations and to the lines and grades indicated on the drawings. When rock excavation is used, it shall be broken or crushed so that the maximum dimension is four (4") inches. No rock will be allowed in the upper twelve (12") inches of the fill.

Equipment for compacting fills shall be sheepfoot rollers, rubber-tired rollers, and other approved equipment capable of obtaining required density.

The combined excavation and fill placing operation shall be blended sufficiently to secure the best practicable degree of compaction. Fill shall be compacted to at least ninety-five percent (95%) Standard Proctor Density at optimum moisture content, \pm two percentage points, as determined by ASTM D 698. The suitability of the materials shall be subject to approval of the City of Burleson's laboratory. Dump, then spread and mix successive loads of material to give a horizontal layer of not more than eight (8") inches in depth, loose measurement. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized, and brought to a uniform approved moisture content.

No fill material shall be rolled until the layer of material has a uniform moisture content which will permit the proper compaction under that degree of moisture content which is the optimum for obtaining the required compaction.

Dry any material having a moisture content too high for proper compaction by aeration until the moisture content is lowered to a point where satisfactory compaction may be obtained. If the moisture of the fill material is too low, add water to the material and thoroughly mix by blading and discing to produce a uniform and satisfactory moisture content.

If, in the opinion of the City of Burleson's laboratory or inspector, the rolled surface of any layer or section of the fill is too smooth to bond properly with the succeeding layer or adjacent section, roughen by discing or scarifying to the satisfaction of the City of Burleson's laboratory before placing succeeding layer or adjacent sections.

No recycled soil will be allowed for use on this project without prior consent from the engineer.

11A-32 DRAINAGE:

Contractor shall maintain adequate drainage at all times during construction. Changing of natural runoff flow locations or concentrating flows to a point of potential harm to the adjacent property shall not be allowed.

11A-33 REMOVAL ITEMS:

On this project, the removal of existing concrete curb and gutters, concrete valley gutters, and concrete drive approaches shall be at the locations indicated by the engineer and shall be paid for under the right-of-way preparation pay item (See Special Provision 11-23) unless a separate bid item is included in the PROPOSAL. All concrete curb and gutter and drive approaches removed will be broken out at existing construction expansion joints if possible. Where existing concrete is removed at a location other than a joint, the slab will be sawed in a neat straight line the full depth of the slab. The cost for sawing and breaking shall be considered subsidiary to the unit price bid for concrete removal. The Contractor shall make every effort to protect all concrete surfaces that will remain. Any remaining surfaces damaged during removal operations by the Contractor will be replaced at the Contractor's own expense.

The responsibility of locating suitable disposal sites for removal items on this project will be solely a function of the Contractor. The City of Burleson will in no way be responsible for the actions of the Contractor if he disposes of excess material in locations that are not approved. No dumping or disposal of excess material will be allowed in floodplains or below the 100-year flood elevation of drainage ways.

11A-34 HYDRATED LIME AND PORTLAND CEMENT FOR SUBGRADE STABILIZATION:

Hydrated lime to be used on this job shall conform to NCTCOG Specification Item 301.2 with the exception of 301.2.1.2 Quicklime. No Quicklime will be allowed on this project. Portland cement to be used for stabilization shall conform to NCTCOG Specification Item 301.3.

11A-34A LIME STABILIZATION OF SUBGRADE:

- A. Prior to beginning any lime modification, the subgrade shall be brought to the required line, grade, cross-section, and proof rolled in accordance with specification requirements. Proof rolling shall be in accordance with *Texas Department of Transportation Standard Specification for Construction of Highways, Streets and Bridges*, 2004, Item _____. The cost of proof rolling shall be considered subsidiary to this item.
- B. After the subgrade has been shaped, the roadway will be scarified to full depth and width of modification. Full depth will be six (6") inches below finished grade and full width will be that distance from the fronts of gutter pans on either side of the roadway. (On roadways where full length curb and gutter are removed to be replaced during reconstruction, one (1') foot behind the back of proposed curb on each side of the roadway.)
- C. Lime will be applied to that area defined in Part B of this section so that the initial mixing operation can be completed during the same working day. Lime will be applied by the "slurry method" when application is in the corporate limits of the City of Burleson, Texas.

1. Lime and water shall be combined to form a mixture for the lime application. Past experience has proven that approximately 3200 pounds of lime to 500-600 gallons of water will produce the satisfactory mixture. The slurry mix must be made within the city limits of the City of Burleson.
2. The slurry will be applied with an approved distributor or water truck by making multiple passes, if necessary, to apply the correct amount of lime. The distributor or water truck will be equipped with an agitator to keep the slurry in a consistent mixture.
3. For applications greater than or equal to 40 pounds per square yard, the initial application shall be applied in halves (two equal parts) on day one (1) and day two (2). This is subsidiary to the lime stabilization item.
4. Mixing with a pulvimixer will immediately follow the lime application(s) until 100% of all material will pass a two (2") inch sieve. The lime treated subgrade shall then be sealed with a pneumatic roller and left for an initial curing (mellowing) period of no less than 72 hours (3 days) and no more than 168 hours (7 days) measured from day one (1) of the initial application. During the initial curing (mellowing) period, the lime treated subgrade shall be maintained at the optimum moisture content to plus (+) four percentage points. *The final remix and compaction shall be completed within 168 hours (7 days) measured from day one (1) of the initial application. If the final remix and compaction are not complete within 168 hours (7 days) measured from day one (1) of the initial application than an additional lime application will be required. The additional lime application amount shall be 50 % of the original total application rate and shall be added to the lime treated subgrade in accordance with Section 11A-32. **No additional payment shall be made when this additional lime application is required.***
5. For the final remix the subgrade shall be re-scarified to a depth of six (6") inches and pulverized until all material conforms to the following:

Passing 1" Sieve	100%
Passing #4 Sieve	60%

Final compaction shall be accomplished in two (2) three (3") inch lifts and compacted to at least 95% of Standard Proctor Density as defined by TEX 113-E. The allowable field moisture content at 95% Standard Proctor Density shall be maintained at optimum to plus (+) four percentage points. A curing seal of emulsified asphalt, MS-1, shall be applied to the compacted subgrade at a rate of 0.15 gallons

per square yard within 24 hours of passing density tests. This is subsidiary to the lime stabilization item.

- D. No stabilizer, either concentrated or diluted, shall be allowed to enter a storm drain system or a natural waterway. The stabilizer shall be applied in a manner that prevents puddling and/or runoff. Runoff will be considered a spill. All spills shall be immediately reported to the City of Burleson's Communications & Environmental Services at (817) 447-5410, ext. 269 during Service Center working hours and to the Burleson Fire Department Dispatcher (817) 295-5498, ext 230 during evenings and weekends. The spill shall be contained, neutralized, cleaned up, and removed from the site. Washing down the spill is not allowed. This is subsidiary to the lime stabilization item.

11A-34B PORTLAND CEMENT STABILIZATION OF SUBGRADE – N/A

11A-35 FLEXIBLE BASE: N/A

11A-36 CONCRETE CURB AND GUTTER:

Concrete curb and gutter shall be placed at locations along the project where portions of the existing curb and gutter is removed. In cases where 100% of the existing curb and gutter is to be removed, it shall be replaced with the Standard 30 inch curb and gutter section. All concrete used for curb and gutter in the City of Burleson will have a cement content of not less than five (5) sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a minimum compressive strength at 28 days of 3,000 pounds per square inch. The unit price bid for curb and gutter shall include 3-#3 bars of reinforcing steel. Expansion joints shall be placed at all intersections, P.Cs, P.Ts, driveways, inlets, other curb and gutter or every 200 feet. All expansion joints shall not be less than one-half inch (1/2") in thickness with longitudinal dowels. Dowel shall be three No. 4 smooth bars, 24 inches in length. One-half of the dowel shall be coated with asphalt and terminated with an expansion cap. All work shall be in compliance with NCTCOG Section 305.1. All loose material between the form will be removed and the grade wetted prior to the placing of the concrete. An approved curing compound shall be applied to the surface in accordance with the Curing Specification.

11A-37 EPOXY BONDING AGENT:

Epoxy used for tie bars drilled into existing concrete shall be submitted to the project inspector for approval.

11A-38 HOT MIX ASPHALTIC CONCRETE: N/A

11A-39 TACK COAT: N/A

11-40 ASPHALTIC PRIME COAT: N/A

11A-41 REINFORCING STEEL:

All reinforcing steel used on this project shall comply in all respects to Item _____, "Reinforcing Steel" of the *Standard Specifications for Construction of Highways, Streets and*, as adopted by the Texas Department of Transportation, 2004 ed. Payment for reinforcing steel shall be considered subsidiary to the various bid items.

11A-42 TEMPORARY BATCH PLANT: N/A

11A-43 TESTING REQUIREMENTS (CONCRETE):

The strength of the concrete shall be determined during the construction by taking a minimum of three (3) test cylinders and/or two test beams during each fifty (50) cubic yards of continuous pouring. These tests shall be conducted by an approved testing laboratory and the initial tests shall be paid for by the City of Burleson. The cost of additional testing to isolate areas not complying with the specifications shall be paid for by the Contractor.

Beam strength tests permitted by the specifications for early form removal shall be conducted by an approved testing laboratory and the cost shall be borne by the Contractor.

11A-44 CONCRETE VALLEY GUTTERS:

All concrete valley gutters shall have a thickness of six inches (6"). Concrete valley gutters shall be reinforced with #4 bars on twelve inch (12") spacing in both directions. All concrete shall have a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air (\pm 1.5%) and a minimum compressive strength at 28 days of 3,000 pounds per square inch. An approved curing compound shall be applied to the surface.

11A-45 CONCRETE DRIVEWAYS:

Driveways shall be composed of concrete having a minimum cement content of 5 sacks per cubic yard of concrete, 5% entrained air (\pm 1.5%) and a minimum

compressive strength at 28 days of 3,000 pounds per square inch. The unit bid price shall also include #3 bars on twelve inch (12") centers, or #4 bars on eighteen (18") centers both ways. An approved curing compound shall be applied to the surface.

The City will replace only those existing driveways specified. Any new drives installed by the Contractor under criteria other than the above will be at his own expense.

All drive connections to State Right-of Way shall use TxDOT details.

11A-46 RECONSTRUCT DRIVES:

Existing drives which will be destroyed by proposed construction and which will be reconstructed are specifically called out on the plans and construction shall conform to this special provision. After construction operations are completed in the street area, these drives shall be reconstructed to original or better condition than existed before construction and to satisfaction of the engineer. Existing surface and base materials and storm drain pipe may be reused if approved by the engineer. Where new materials will be required in order to reconstruct drives to the required condition, the Contractor shall be aware of their need and they shall be incidental to the price requested. All work shall conform to the applicable standard and special project specifications. Payment for reconstructing drives shall be a price per square yard of typical concrete driveway or a price per square yard of exposed aggregate concrete driveway. Such price shall include all materials, labor, and supervision for the completed construction.

11A-47 CONCRETE SIDEWALKS:

MATERIALS: Sidewalks shall be constructed of concrete with a minimum cement content of 5 sacks of cement per cubic yard of concrete, 5% entrained air ($\pm 1.5\%$), and a compressive strength of not less than 3,000 pounds per square inch at 28 days. Reinforcing steel shall be #3 bars on 18" centers located two inches (2") below the top surface of the sidewalk. As soon as the concrete has obtained its initial set, a white pigmented approved curing compound shall be applied.

B. **CONSTRUCTION PROCEDURE:** In general, the grade of the sidewalks shall be established with respect to the curb. Forms shall be set for all sidewalks and shall be true to line and grade. Forms shall be set to provide a cross slope of 1/4 inch per foot (2%) across the sidewalk toward the street. All forms shall remain in place at least twenty-four (24) hours.

The plane of all joints shall make a right angle with the surface of the pavement. No joints shall have an error in alignment of more than one-half (1/2") inch at any point. The edges of the slab at all joints, except where the joints are sawed,

shall be rounded with an edger having a radius of one-fourth (1/4") inch, except as otherwise shown on the plans. The edging shall also be done symmetrically on each section with the plane of the joint.

Longitudinal expansion joints, joints used to separate new from old concrete, and all joints around all fire hydrants shall be made of conventional one-half (1/2") inch asphalt expansion joint material extending completely through the concrete unless otherwise specified on the plans.

Transverse expansion joints shall be three-fourths (3/4") inch in width and be made of high grade redwood placed through the concrete at a spacing not to exceed forty (40') feet. No. 4 X 18" steel dowels shall be placed on eighteen inch (18") centers through each redwood expansion joint, one end of each dowel being wrapped or otherwise prevented from bonding to the concrete.

Contraction joints shall be made in the sidewalk at regular intervals, such intervals generally being equal to the width of the sidewalk.

The Contractor shall grade or fill, as necessary, along the sidewalk to match the existing ground. Care will be used to ensure that adjacent property outside the right-of-way line is protected.

11A-47A CONCRETE SIDEWALKS WITH RETAINING WALL: N/A

11A-48 BARRIER FREE RAMPS:

Sidewalks shall be constructed barrier free and fully accessible. Curb ramps are required at all intersections between sidewalks and streets. At driveways, the curb shall be layed down and the sidewalk section shall be maintained through the driveway. Ramps shall be constructed in accordance with the detail shown on the plans. Ramp slopes shall not exceed one inch (1") rise in twelve inches (12"). The landings shown on the details shall be constructed of concrete and paid for under the unit price bid for sidewalks. At tee intersections, a mid ramp shall be constructed as shown in the details. The ramps shall be paid for based on the unit price bid for the ramp and shall include curb and street cuts, matting, and other material used to construct the ramps, complete and in place.

11A-49 CONCRETE MEDIANS: N/A

11A-50 ADJUSTMENT OR RELOCATION OF WATER SERVICES & METER BOXES:

The Contractor shall be responsible for adjusting (vertical), or relocating (horizontal and vertical), and bringing to grade, water meter boxes, within the limits of this project. This shall include the adjustment or relocation of the service line on the City's side of meter (from main to the meter), the quarter

bend, the curb stop or angle valve, depending on service size, and the meter. Adjustment of the customer's service line shall be performed by a licensed plumber and shall be considered subsidiary. All of the work shall be in accordance with the Standard Specifications for Waterworks and Sewerage Improvements (1997). The Contractor shall also endeavor to keep meters accessible during the project construction for reading purposes. In the event the meters are covered during construction, the Contractor shall mark their locations with stakes and shall uncover the meters within 24 hours when notified to do so by the inspector. The Contractor shall also replace cast iron meter boxes, with boxes of the following specifications:

For Meter Boxes for 5/8", 3/4", and 1" services

1. Single Mtr. Box (non-traffic) - Alliance 1200.SBTR
2. Double Mtr. Box (non-traffic) - Alliance 16AMR2.DU.SB
- 3.

For Meter Boxes of 1.5" and 2" services

1. Single Mtr Box (traffic) - Rotec D1730-18-BD5M
2. Double Mtr. Box (traffic) - Rotec DFW38C-14-KSBSM

Water meter boxes broken by the Contractor shall be replaced at the Contractor's own expense. If any portion of the meter box is in a concrete sidewalk, the meter box shall be relocated outside the sidewalk. The box shall be set to the finished grade of the surrounding lot. Water service and meter box *adjustments* (vertical) shall be subsidiary to the various items in the PROPOSAL. Water service and meter box *relocations* (horizontal and vertical) shall be paid for as outlined in the PROPOSAL.

11A-51 VERTICAL ADJUSTMENT OF SANITARY SEWER MANHOLES, SANITARY SEWER CLEANOUTS, AND WATER VALVES:

Prior to the application of the lime slurry, all manholes, cleanouts, and water valves shall be adjusted to approximately one foot (1') below the bottom of the proposed subgrade. Prior to the placement of any pavement, the Contractor shall verify the locations of all valves, manholes, and cleanouts. For existing manholes that are being adjusted to proposed grade, the Contractor shall replace old manhole ring and lid with new manhole ring and lid, as directed by the engineer or his representative. All manholes, water valves, and cleanouts may be blocked out or brought to proper grade before placement of concrete pavement. Where HMAC is used, adjustment to proper grade shall be made after placement of the top layer of coarse grade binder. It shall then be encased in concrete for a minimum of six inches (6") in depth and the concrete shall be a minimum of twelve inches (12") wide at all points around the water valves, cleanouts, or manholes. Valve stacks shall be ductile iron only. In the event the top of the operating nut for any valve is more than six feet (6') deep from the

finished ground elevation, valve stem extensions shall be furnished and installed by the Contractor to bring the operating nut to within three feet (3') of the finished ground level. Payment for the valve stem extension shall be subsidiary to other unit prices bid in the PROPOSAL.

It shall be the sole function of the Contractor to re-establish the location of all valves, manholes, cleanouts, etc. If the Contractor, through carelessness or negligence, damages any valve, manhole, or cleanout, it will be the Contractor's responsibility to replace the same. Should the Contractor fail to re-establish the location and adjust any valve, manhole, or cleanout, he will be required to perform the necessary work to raise the same at no additional charge to the City of Burleson.

Where manholes, cleanouts, or gate valves are to be raised within the proposed fill slopes or in areas other than a concrete or asphalt surface, the manhole, cleanout or gate valve shall be raised at least six inches (6") higher than the proposed finished grade. An exception to this specification is in areas where the appurtenance is on private property. The engineer or its representative will give the proper height above the proposed finished grade.

Where manholes, cleanouts, or gate valves are located within the alignment of a sidewalk, the following adjustments shall be made: (1) Manholes shall be flush within the sidewalk and located within construction joints creating an isolated panel for easy removal and repairs if necessary. If the manhole ring and lid are located only partially within the sidewalk and an eccentric cone will not remove it completely from the sidewalk, the manhole ring and lid shall be formed circumferentially within the sidewalk to create vertical edges. The grass side shall be planted with sod to the edge of the ring and lid. (2) Water valve boxes and cleanouts shall be raised flushed within the sidewalk. A block-out of 12" beyond all sides of the valve or cleanout shall be formed. The alignment of the block-out shall that of a 48" square rotated 45 degrees when looking perpendicular to the sidewalk. Contraction joints shall extend from the top and bottom vertices to the outer edged of the sidewalk. The contraction joints for the side vertices shall extend to meet the traverse construction joints on either side, forming a panel of four feet (4') square that will allow for removal and repairs if necessary.

Except as called for on the plans, the Contractor shall not be responsible for the relocation of power poles, gas meters, telephone cable boxes and signs, gas pipeline markers, fire hydrants, light poles, traffic signs and signals, or for adjustment of the top elevation of gas and telephone manholes which are in direct conflict with improvements. If these items have not been relocated and/or adjusted at the time of construction and the plans do not require the Contractor to adjust them, the Contractor shall inform the engineer and/or his representative of the problem.

Sanitary sewer manholes may be adjusted up to 12 inches in additional height above the cone section with concrete grade rings. Adjustments over 12 inches

shall be accomplished using a concrete flat top section or by using pre-cast or cast-in-place manhole sections.

11A-52 REINFORCED CONCRETE PIPE: N/A

11A-53 CORRUGATED METAL PIPE (CMP): N/A

11A-54 HIGH DENSITY POLYETHYLENE PIPE (HDPE): N/A

**11A-55 MECHANICALLY COMPACTED TRENCH BACKFILL
SPECIFICATIONS:**

After free moisture is gone from the embedment material, the ditch shall be backfilled with native material and compacted by mechanical methods. If hand pneumatic tampers are used, the backfill shall be placed in layers not exceeding six inches (6") in loose thickness and thoroughly compacted at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698. Backfill shall be placed in uniform layers completely across the trench, and compaction shall proceed in an orderly, uniform manner. If compaction is performed by the use of heavy tamping (sheep's foot) rollers, backfill shall be placed in layers not exceeding nine inches (9") in loose thickness and compacted to at least ninety-five percent (95%) Standard Proctor density at optimum moisture content, \pm two percentage points as determined by ASTM D 698.

For lines under the proposed roadway and laid prior to new street construction, the backfill shall continue to within two feet (2') of the top of subgrade. At this point the trench shall be widened a minimum of one foot (1') on each side. The remaining two feet (2') shall be native material, compacted in six inch (6") loose lifts at optimum moisture content, \pm two percentage points, to a density of at least ninety-five percent (95%) of maximum dry density, as determined by ASTM D 698.

The City of Burleson shall be responsible for testing during backfill operations. If a test does not meet the requirements as outlined above, the Contractor shall be responsible for additional tests until the above requirements are met.

Payment shall be subsidiary to unit prices bid for pipe.

11A-56 FLOWABLE FILL TRENCH BACKFILL SPECIFICATIONS:

- A. FLOWABLE BACKFILL: Flowable backfill shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 250 and 450 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent. The flowable mixture must be allowed to set prior to the placement of any overlying material.

- B. **MODIFIED FLOWABLE BACKFILL:** Modified flowable backfill in areas of possible future excavation such as utility installations shall consist of a mixture of native sand or a blend of native sand/manufactured sand, cement, fly ash and water which produces a material with unconfined compressive strength of between 50 and 150 psi after 28 days.

Modified flowable backfill in permanent areas such as abandoned pipe closures, abutments and embankments shall contain the same materials with an unconfined compressive strength of greater than 150 psi after 28 days.

The flowable mixture shall be mixed at a concrete batch plant or a mobile transit mixer and shall have a minimum slump of five inches (5") and a minimum air content of 6 percent.

The flowable mixture must be allowed to set prior to the placement of any overlying material.

The Contractor shall submit to the engineer a mix design for the type of flowable backfill to be used 10 days prior to the start of the backfill operation. When the mix design has been approved by the engineer there shall be no changes or deviation from the proportions or sources of supply except as approved by the engineer.

- C. Flowable backfill will be allowed for the following:

Backfill	Structural Fill	Miscellaneous Uses
•Bridge abutments	•Road base	•Abandoned sewer mains
•Box culverts	•Pipe bedding	•Soil erosion
•Sewer trenches	•Mud jacking	•Slope stabilization
•Utility trenches		•Abandoned tank fill
•Conduit trenches		

11A-57 CONCRETE:

Concrete for all concrete drainage structures, manholes, and inlets shall be Class "A" with a minimum compressive strength of 3,000 psi at 28 days. A minimum of five (5) sacks of cement (Type I) shall be used per cubic yard and the maximum water-cement ratio shall not exceed 6.5 gallons per sack.

Concrete for channel lining and rip-rap shall also be Class "A" concrete having a minimum compressive strength of 3,000 psi at 28 days.

The desired slump for Class "A" concrete shall be three inches (3") and the maximum allowable slump shall be four inches (4").

Air entrainment (5 %, \pm 1.5%) is required for all exposed concrete.

Calcium Chloride will not be permitted. Air-entraining, retarding, and water reducing admixtures must be approved and shall conform in all respects to NCTCOG Specification Item 303.2.3.

Aggregates for Class "A" concrete shall be either Grade 2 or Grade 3 for coarse aggregate, and Grade 1 for fine aggregate. Grades specified above refer to those outlined in Item 421 of the Texas Department of Transportation Specifications referenced above.

Forms used in the construction, concrete placement, and concrete finishing, shall comply in all respects to the requirements of Item 420 of the above referred Texas Department of Transportation Specifications.

All concrete shall be cured for a minimum of four (4) curing days. The acceptable methods for curing the concrete are as follows:

- A. FORM CURING: Forms left in place in contact with the concrete.
- B. WATER CURING: Water curing using wet mats, water spray or ponding.
- C. MEMBRANE CURING: Compound may be used.

All weight supporting forms shall remain in place a minimum of four (4) curing days after which they may be removed if the concrete has attained a flexural strength of 500 psi as evidenced by strength tests of beam specimens cast at the time of the pour. If beams have not reached the required strength after 4 days, the forms shall be left in place 14 days.

11A-58 REINFORCED CONCRETE BOX CULVERT: N/A

11A-59 UNCLASSIFIED CHANNEL EXCAVATION: N/A

11A-60 MANHOLES, INLETS, AND OTHER CONCRETE DRAINAGE STRUCTURES: N/A

11A-61 CURB INLET: N/A

11A-62 BACKFILL & BACKFILL MATERIAL:

Backfill operations shall begin immediately following removal of the forms on the permanent improvements. All loose concrete, rocks, roots, trash, and other debris shall be removed from the excavation prior to any backfill being placed.

Backfill material shall consist of the native material obtained from the street excavation unless in the opinion of the engineer, this material is unsuitable for use. The material shall not contain trash, rock, concrete, asphalt, lime shavings, gravel or other debris. Sand shall not be used for backfill material unless the native soil in the construction area is sandy in nature. All backfill material will be considered subsidiary to the unit price bid for the permanent improvements.

Backfill shall be placed in such a manner as to eliminate voids in the backfill material. The use of power equipment to place the backfill, or to bring it to grade, shall be limited to small farm-type tractors. Bring the backfill material to within four inches (4") of proper finished grade. The top four inches (4") shall be placed in accordance with Spec 11A-63 "Topsoil."

11A-63 TOPSOIL:

A minimum of four inches (4") of topsoil shall be placed on all disturbed areas adjacent to permanent improvements within the project limits. The topsoil shall be free from stone, rock, lumps, clods of hard earth, plants or their roots, sticks and other foreign material and shall be brought to the lines and grades as established by the engineer. Under no circumstances will topsoil be accepted unless it is free from the aforementioned contaminants. Contractor may use approved means of treating the topsoil to ensure its acceptability. This item shall be considered subsidiary to the other items in this project and shall not be a separate pay item.

The existing topsoil from the project limits may be used if Contractor stockpiles and protects it properly. No trash, lime shavings or other foreign material, shall be added to this stockpile. Topsoil material shall be stockpiled at locations approved by the engineer, and after completion of permanent improvements, topsoil shall be placed on all disturbed areas so as to provide a minimum four-inch (4") depth of topsoil. The topsoil shall be tilled to a 1/2"-1" diameter size.

The City of Burleson retains the authority to require the Contractor to provide topsoil meeting the following specification should the Contractor fail to maintain the integrity of the stockpiled existing topsoil.

The soil texture shall be classified as loam or sandy loam according to the following criteria:

	(% Passing) <u>Loam</u>	(% Passing) <u>Sandy Loam</u>
Sand (0.074 to 4.76 mm diameter)	25-50%	45-85%
Silt (0.002 to 0.074 mm diameter)	30-50%	Less than

Clay (Smaller than 0.002 mm) (Hydrometer analysis)	5-25%	50% Less than 20%
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Soil texture shall be determined by utilizing processes as prescribed in ASTM D 422.

11A-64 5" REINFORCED CONCRETE RIPRAP: N/A

11A-65 HYDRO-MULCH SEEDING: - N/A

11A-66 SODDING:

Grass sod shall be provided along disturbed areas of the parkways at the completion of construction and clean-up operations. Sodding is specified to be provided for but not limited to street reconstruction which includes new curb and gutter, adjacent to sidewalk construction, and along graded drainage swales. Sod limits shall be to a maximum of five feet behind the new curbs. The City of Burleson shall approve sod types with the intent of matching existing grass cover in the individual yards. Sod pallets shall be inspected before unloading to ensure quality and physical appearance of sod. If the individual sod patches display less than 75% dark green in color, it shall not be used. Sod should not be laid during the dormant time of year or during the peak of summer. THE General contractor will be responsible for the initial growth and establishment. Payment for sodding shall include the cost of leveling disturbed areas, topsoil, fertilizer and water. No separate payment will be made for topsoil, fertilizer and watering. Buffalo grass sod shall be used on all medians unless otherwise specified in the plans.

11A-67 SLOPE EROSION CONTROL:

Erosion control material shall be "Curlex Blanket" heavy jute netting such as "AMXCO Curlex Blanket," or approved equal (no plastic meshes are allowed), and shall be applied after seeding is complete. Heavy jute mesh shall be open plain weave of unbleached single jute yarn, averaging one hundred and thirty (130) pounds per spindle of 14,400 yards. Jute mesh shall be furnished in approximately ninety (90) pound rolled strips. Other criteria for jute mesh shall be as follows:

Length- approximately seventy-five (75) yards.
Width - forty-eight (48") inches (± one inch).
0.78 warp ends per width of cloth.
Forty-one (41) weft ends per yard.
Weight of cloth - 1.22 pounds per linear yard (± 5%).

Staples shall be of No. 11 gauge steel wire formed into a "U" shape six inches (6") long.

To install erosion control material on channel slopes, bury the up-channel end in a trench six inches (6") deep. After the jute is buried, the trench shall be tamped firmly closed. Using a steel tube or three-quarter inch (3/4") pipe through the paper core of the roll with a rope on each end will enable the operator to lower the roll down the slope. The material should be applied without stretching. The material should lie smoothly, but loosely on the soil surface. In order to keep the area as smooth as possible, workers should avoid, as much as possible, walking directly on the seed bed, either before or after the jute is applied. In cases where one roll ends and another is needed, the up-channel piece should overlap the second roll by at least eighteen inches (18"). Where two or more widths are applied side by side, an overlap of at least four inches (4") shall be maintained. The material shall be brought to level area before terminating. The end shall be across the fold on twelve-inch (12") centers. Outside edges, centers, and overlaps on banks shall be stapled on two-foot (2') intervals. Each width of cloth will have a row of staples down the center as well as along each edge. On soft or sandy soil or windy areas, apply staples in alternate slanting position and space at closer intervals (12" to 18"). For extra hard soil or shale areas, use sharp pointed, hardened steel three-inch (3") fence-type staple. Outside edges shall have loose topsoil spread over them to allow for smooth entry of water. The entire jute covered area should be rolled with a smooth roller weighing fifty (50) to seventy-five (75) pounds per foot of length.

Any clods, debris, etc., which hold the jute off the ground, shall be stamped into the soil. The netting shall completely cover all areas to be protected from erosion. Overlaps must be ample and well stapled so that no gapping can occur. The material shall be in intimate contact with the surface at all points. If some areas experience severe erosion, two layers shall be in intimate contact with the surface at all points.

The quantity shown in the PROPOSAL is a rough estimate as the actual amount and location of the jute mesh will be determined in the field as directed by the engineer in areas where excessive slopes exist. Overlapping of material will not be paid for double.

Heavy jute netting will be paid for at the unit price bid per square yard, which price will be full compensation for furnishing and placing all materials, including all labor, tools, equipment, and incidentals necessary to complete the work.

11A-68 STEEL GUARD RAIL: N/A

11-69 CLEANUP:

It is the intent of the Special Provisions to ensure that an adequate cleanup job be performed by the Contractor as soon during the construction procedure as possible. In particular, all curb and gutter and sidewalk shall be backfilled as

soon as possible. Before the project is accepted by the City, all rocks, stones, and other construction debris shall be removed. All necessary cleanup work shall be considered subsidiary to the various bid items on this contract.

11A-70 FINAL INSPECTION:

The engineer will make final inspection of all work included in the contract as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the engineer at the time of such inspection, he will inform the Contractor as to the particular defects to be remedied before final acceptance will be made.

11A-71 TOWING OF VEHICLES:

The Contractor shall follow applicable City of Burleson Ordinances should it be determined that vehicles parked upon a City street must be moved in order to perform street maintenance or construction.

11A-72 TRAFFIC SIGNAL CONDUIT: N/A

11A-73 SPRINKLER RELOCATIONS:

Sprinkler relocations may be required on this project. Prior to construction, the Contractor and inspector shall identify and document the sprinkler systems that will be affected by the construction of the project. The Contractor shall contact the owner of each sprinkler system and arrange to test each system. In the presence of the inspector, the Contractor shall: (1) determine if the system functions properly, (2) identify the layout of the system and, (3) document in writing the layout and function of the system. The work described above is required by the Contractor for all projects and should be considered subsidiary to the unit prices bid for other items.

If the Contractor is responsible for actual irrigation relocations, a dollar amount will be included in the PROPOSAL to reimburse the Contractor for any required sprinkler relocations. The amount is only an estimate. Prior to beginning construction, the Contractor shall contact the City of Burleson of each sprinkler system and arrange to test each system. When construction activities approach a sprinkler system, the Contractor shall cut all feed lines to the system and salvage existing sprinkler heads for re-use (if possible). The feed lines shall be cut at the right-of-way line. All of these activities shall be coordinated with the inspector. The Contractor shall obtain a licensed irrigator to repair or replace sprinkler systems with equal or better materials as the existing system. The Contractor shall submit copies of monthly invoices from the licensed irrigator for all sprinkler work performed during the month. Payment will only be made based on the invoices submitted; therefore, the full dollar amount included in the

PROPOSAL for sprinkler relocations may or may not be paid. No payment will be made for adjustments except those determined necessary by the inspector. All sprinkler systems affected must be fully functional prior to final acceptance of the project.

11A-74 PROJECT SIGNS:

The Contractor on this project shall provide and erect up to two (2) project signs as required.

Generally, project signs shall be located at the beginning and end of the project and on major intersecting streets. Locations of signs and specific information on signs shall be approved by the inspector prior to fabrication of signs.

Signs shall be substantially in accordance with the sample drawing enclosed as part of these Special Provisions. Construction shall be on 3/4 inch weatherproof (marine) 4'x8' plywood and the painting shall be accomplished with good quality paint which will not weather or fade during the life of the contract. Sign colors shall be as indicated on the sample drawing.

A City of Burleson logo shall be incorporated into each project sign at the left end of the plywood signboard as indicated on the enclosed sample drawing.

Signs shall be placed in prominent locations and maintained in good condition until the completion of the project. Damaged or defaced signs will be repaired or replaced within two (2) calendar days at the Contractor's expense. The cost of the plywood sign(s) shall be considered subsidiary to the unit prices bid on this project.

11A-75 SIGNS FOR BUSINESSES:

Weatherproof signs directing motorists to adjacent business entrances shall be provided by the Contractor and used during construction at locations directed by the project engineer. The signs shall be white with red letters and include the business name, shall be approximately 18 inches by 24 inches and have lettering at least six inches tall. The sign shall be placed such that it is visible from the street to help direct patrons to adjacent businesses, but shall not obstruct traffic visibility for vehicles exiting the driveway. It will be the Contractor's responsibility to maintain the signs until such time as the project engineer agrees they can be removed. A bid item has been included which shall cover all costs related to fabricating, installing, and maintaining the signs.

11A-76 USE OF CITY PARKS:

The Contractor shall obtain written permission from the Parks and Recreation Department prior to the use of City park property for access or for the storage of

machinery, equipment, materials, and/or supplies. Any damage incurred to City park property, by unauthorized use by the Contractor, will be the responsibility of the Contractor to repair in an equal or better condition. Payment to the Contractor may be withheld until the damage is repaired and/or payment for the damages has been made.

11A-77 STORM WATER MANAGEMENT (CONTRACTOR PROVIDE)

- A. This project is subject to the Texas Commission on Environmental Quality's (TCEQ) General Permit requirements for construction projects, through the Texas Pollutant Discharges Elimination System (TPDES) Program. The Contractor shall be required to submit a "Notice of Intent" (NOI) to TCEQ prior to the start of any construction activity on projects 5 acres and larger. The contractor shall provide the city a copy of the approved NOI. The City of Burleson will submit its own "Notice of Intent (NOI)" to TCEQ. On projects 1 acre and larger but less than 5 acres the contractor shall be required to submit a "TCEQ Site Notice" to TCEQ prior to the start of any construction activity. The information contained in the NOI's and TCEQ Site Notices shall be in accordance with the TPDES General Permit Regulations.

The Contractor shall provide a site specific "Storm Water Pollution Prevention Plan" (SWPPP), in accordance with the TPDES General Permit Regulations, prior to submitting either a NOI or TCEQ site notice. The SWPPP shall be prepared and certified by a licensed professional civil engineer who is familiar with the TCEQ TPDES General Permit requirements. The SWPPP shall be subject to approval by the City and/or TCEQ. The SWPPP shall contain information as required by the TPDES General Permit Regulations, including, but not limited to:

1. Site Description - including a site map, description of construction activity, estimate of disturbed area, runoff coefficient, and name of receiving waters.
2. Description of Controls - including plans for controlling erosion and sedimentation caused by construction activity by utilizing hay bales, silt fences, detention/retention structures, check dams, sand bag barriers, or other approved best management practices.
3. Construction Implementation - including phasing of construction activities and corresponding sequencing of erosion/pollution control measures. The Contractor shall perform his construction operations in accordance with best management practices to control erosion/pollutants in storm water discharges during construction.
4. Information on endangered species and critical habitat.

5. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- B. Payment for the preparation and submittal of the NOI and the SWPPP, including any revisions necessary throughout the duration of the construction contract, shall be considered subsidiary to other items bid.
- C. The following shall be maintained on the project site by the Contractor at all times:
1. Post near main entrance to project site or at project site office:
 - a. NOI or TCEQ site notice depending on project size.
 - b. Local contact person with phone number.
 - c. Brief description of project.
 - d. Location of SWPPP if site is inactive or does not have an on-site location to store the plan.
 2. SWPPP including any revisions.
 3. Copy of the TPDES General Permit TXR150000.
 4. Inspection reports for inspections performed every 14 days and within 24 hours after every ½ inch rain.
 5. Record of construction activities:
 - a. Dates when grading activities will occur.
 - b. Dates when construction activities will temporarily and/or permanently cease on a portion of the project.
 - c. Dates when ground cover will be initiated on disturbed areas.
 6. Current description of construction and waste materials stored on-site with updates as appropriate. Description of controls to reduce pollutants from these materials including storage practices to minimize exposure of the materials to storm water, spill prevention and response.
- D. A Notice of Termination (NOT) must be submitted to TCEQ 30 days of project completion on all 5 acre or larger projects.

- E. Payment shall be a lump sum bid item and dollar amount in the PROPOSAL. This amount shall include complete payment for the physical erosion/pollution control measures throughout the duration of the construction contract, as delineated in the approved SWPPP. This amount also includes removal of all items and structures constructed for storm water pollution protection at completion of the project when called to do so by the engineer or representative.
- F. **The erosion control measures must be in place on the project prior to being authorized for any other construction activity. Any stockpiles of unusable items and/or excavated materials shall be removed from the project site within seven days.** In case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs will be deducted from any money due or to become due to the Contractor.

11A-77A STORM WATER MANAGEMENT (CITY PROVIDE): N/A

11A-78 FINAL QUANTITIES:

The Contractor is required to be present when final quantities are measured by the inspector. The inspector will coordinate with the Contractor to schedule a mutually agreeable date and time (including Saturdays) to perform the final measuring. If the Contractor chooses not to be present when final quantities are measured by the inspector, the Contractor agrees to accept the inspector's measurements or reimburse the City for time the inspector spends remeasuring any portion of the project.

11A-79 PUBLIC MEETING: N/A

11A-80 PRE-CONSTRUCTION MEETING:

A Pre-Construction Meeting shall take place prior to construction. This meeting will cover all of the aspects usually covered in the pre-construction meeting, but is also designed to build relationships between the City of Burleson representatives and the Contractor's representatives who will work together on a daily basis. Issues will be discussed related to the chain-of-command, areas of special concern, and coordination expectations. It is the City of Burleson's hope that this meeting promotes a partnership between the Contractor and the City that lasts throughout this project, making the project more pleasant for the Contractor, the City of Burleson, and the affected property owners/occupants.

11A-81 CONSTRUCTION MEETING:

Once construction begins, project construction meetings may be held for this project. A representative of the Contractor, knowledgeable of the project, shall attend the construction meetings. The engineer will schedule the time and location, and determine the frequency of these meetings.

11A-82 TEMPORARY STREET REPAIR FOR STORM DRAIN:

A temporary driving surface shall be required on all street cut openings. It shall be composed of permanent type paving material, specifically excluding gravel or flexbase as the surface material, unless approved by the engineer. Four (4) inches of flexible base shall be placed to a level 2-inches below the existing surface. A 2-inch hot mix asphaltic concrete (Type D) surface shall then be placed by the Contractor as soon as possible after completing the backfill, but always within 5 working days after completion of the work involving the cut. Any temporary surface that fails to provide an acceptable driving surface shall be removed and replaced at the Contractor's expense, as directed by the engineer. Payment for this item is considered subsidiary to other bid items and shall not be a separate bid item.

11A-83 PROTECTION OF ADJACENT LANDSCAPING IMPROVEMENTS:

The Contractor shall be responsible for the protection of any existing landscaping improvements in the medians and parkways adjacent to the project including but not limited to trees, shrubs and irrigation from damage by Contractor's equipment or personnel. If the Contractor damages any of the landscaping improvements, the Contractor shall be responsible for replacing and/or repairing the improvements prior to processing the final pay estimate for the project. If the Contractor feels any of the landscaping improvements are in conflict with the project and must be removed or have prior damage, the Contractor shall coordinate this with the project inspector prior to removal of any landscaping improvements.

11A-84 RESTORATION OF EXISTING PAVED SURFACES:

The Contractor shall be responsible for maintenance of existing paved roadway surfaces within the project limits throughout the duration of the project. The Contractor shall perform daily inspections and restoration work required to provide an acceptable driving surface, as determined by the engineer. Restoration of paved surfaces shall be of asphalt, unless otherwise approved by the engineer. Should the Contractor be notified by the City of unacceptable roadway conditions, the Contractor shall restore the surface within 24 hours. Should it become necessary for the City to provide for the restoration of the surface, the cost of such shall be deducted from the monthly estimate. All asphalt for restoration of existing paved surfaces shall be considered subsidiary

to the various bid items on this contract.

11A-85 REPLACEMENT/ RELOCATION OF FENCES: N/A

11A-86 RELOCATION / REPLACING OF MAIL BOXES: (POST OR BRICK):

N/A

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-977732

Date Filed:
01/30/2023

Date Acknowledged:

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

Home Run Construction LLC
Midlothian, TX United States

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

City of Burleson

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

PK2006
Parking Lot, Irrigation and Landscape

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Joseph Yentes, and my date of birth is 5-7-76.

My address is 166A HCR 3220, Hillsboro, TX, 76645, US.
(street) (city) (state) (zip code) (country)

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

Executed in Hill County, State of Texas, on the 30 day of January, 2023.
(month) (year)

Joseph Yentes
Signature of authorized agent of contracting business entity
(Declarant)