

City Council City Council Regular Meeting Agenda

Monday, March 20, 2023 5:30 PM

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

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

1. CALL TO ORDER

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

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion and give staff direction regarding fiscal year 2021-2022 Annual Comprehensive Financial Report (ACFR), Single Audit Report and the annual audit. (Staff Presenter: Martin Avila, Director of Finance) (Presented to Finance and Internal Service Committee on March 13, 2023)
- B. Receive a report, hold a discussion, and give staff direction regarding the Hotel/Motel tax grant policy. (Staff Presenter: Alex Philips, Economic Development Director)

3. PUBLIC PRESENTATIONS

- A. Proclamations
- B. Presentations
- C. Community Interest Items

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

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

4. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

5. CITIZENS APPEARANCES

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

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

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

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

6. CONSENT AGENDA

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

- A. Consider approval of the minutes from the March 6, 2023 regular council meeting. (Staff Contact: Amanda Campos, City Secretary).
- B. Consider approval of a Memorandum of Understanding (MOU) between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System (ITS) partners. (Staff Contact: Eric Oscarson, Director of Public Works)
- Consider approval of a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions. (Staff Contact: Eric Oscarson, Director of Public Works)
- D. Consider approval of a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,250. (Staff Contact: Eric Oscarson, Director of Public Works)
- E. Consider approval of a professional services contract with Accessology Too, LLC for the development of a American with Disabilities Act (ADA) transition plan in the amount not to exceed \$65,340 (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager).
- Consider approval of a professional services agreement with Freese and Nichols, Inc. for preliminary design of the Alsbury Phase 3 Expansion to CR914 project in the amount of \$628,150.00. (Staff Presenter: Errick Thompson, Deputy Director of Public Works Engineering)
- G. Consider approval of an amendment to CSO#4034-11-2022 modifying the July 2023 City Council regular meeting dates from July 3, 2023 to July 10, 2023 and July 17, 2023 to July 24, 2023. (Staff Presenter: Amanda Campos, City Secretary)

- H. Consider approval of a five-year contract for Employee Performance Management Software services by emPerform in the amount not to exceed \$108,000. (Staff Presenter: Rick DeOrdio, Director of Human Resources)
- Consider approval of a resolution authorizing a \$1,500 sponsorship expense for the Burleson Character Council Luncheon. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)
- J. Consider approval of a first amendment to a real estate sales contract and lease for the property located at 216 Bransom Street, Burleson, Johnson County, Texas, with First Baptist Church. (Staff Contact: Alex Philips, Economic Development Manager)
- K. Consider approval of a resolution authorizing the purchase of 0.35 acres of land from Burleson Independent School District in the amount of \$14,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)
- L. Consider approval of a resolution accepting the results of the September 30, 2022 Annual Audit, Annual Comprehensive Financial Report (ACFR) for the period ending September 30, 2022, and the Single Audit Report as of September 30, 2022. (Staff Presenter: Martin Avila, Director of Finance) (Finance and Internal Service Committee recommended accepting the results of the September 30, 2022 Annual Audit, ACFR for period ending September 30,2022, and the Single Audit Report as of September 30, 2022 on March 13, 2023)
- M. Consider approval of a contract with Tarrant County for election services for the May 6, 2023 general election in an amount not to exceed \$14,000. (Staff Presenter: Amanda Campos, City Secretary)
- N. Consider approval of a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation Board recommending approval of a professional services contract between the City and Kimley-Horn and Associates, Inc. for design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00. (Staff Contact: Errick Thompson, Deputy Director of Public Works)
- O. Consider approval of a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of demolition agreement between the City and Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00. (Staff Contact: Errick Thompson, Deputy Public Works Director)
- P. Consider approval of a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation Board recommending approval of a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)
- Q. Consider approval of a professional services contract with Kimley-Horn and Associates, Inc. for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00. (Staff Contact: Errick Thompson, Deputy Director of Public Works)

- R. Consider approval of a demolition agreement with Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00. (Staff Contact: Errick Thompson, Deputy Public Works Director)
- S. Consider approval of a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

7. DEVELOPMENT APPLICATIONS

- A. 5917 W FM 917 (Case 23-007): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agriculture to "GR" General Retail. (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)
- B. 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 and February 20,2023 City Council meetings)

8. **GENERAL**

- A. Consider approval of a resolution authorizing street closures for the upcoming Honey Tour community event. (Staff Contact: Jen Basham, Director of Parks and Recreation)
- B. Consider approval of a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413. (Staff Presenter: Errick Thompson, Deputy Director of Public Works -Engineering)
- Consider approval of a minute order appointing members to City of Burleson boards, commissions, and committees to fill vacancies due to added positions and vacancies on all boards/commission/committees. (Staff Presenter: Amanda Campos, City Secretary)
- D. Consider approval of a letter of admonishment and reprimand addressed to City Council member Place 3 concerning his conduct in response to an event at the Library in February of 2023. (Staff Presenter: Allen Taylor, City Attorney)

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

10. RECESS INTO EXECUTIVE SESSION

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

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

- -Real estate contract dated April 18, 2022, with Paul and Darlene Karmy selling fee simple title to 430 N Burleson Blvd, Burleson, Johnson County, Texas for a sales price of \$900,000 and other good and valuable consideration
- -Drainage pipeline agreement with Union Pacific Railroad for the use of Union Pacific Railroad property adjacent to N Main St, Burleson, Johnson County, Texas
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code
 - -Discuss and receive direction on real property commonly known as 116 Warren St in Burleson, Johnson County, Texas for municipal purposes
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073, Texas Government Code
- D. Personnel matters pursuant to Section 551.074, Texas Government Code
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076, Texas Government Code
- F. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code
 - -Project Workforce
 - -Project Lunchbox
- G. Pursuant to Sec. 418.183(f), Texas Government Code, deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)

CERTIFICATE

I hereby certify that the above agenda was posted on this date the 15th of March 2023, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos
City Secretary



ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in <u>the</u> 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.



DEPARTMENT MEMO

DEPARTMENT: Finance

FROM: Martin Avila, Finance Director

MEETING: March 20, 2023

SUBJECT:

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

BACKGROUND:

Each year, the City hires an independent accounting firm to conduct an audit of the City's basic financial statements. The purpose of the audit is to express an opinion as to whether the City's financial statements present fairly, in all material respects, the financial position of the City. On June 21, 2021, Council approved a 3-year professional service agreement and two 1-year options with Weaver LLP for audit services.

The ACFR represents the financial position of the City for the fiscal year ending September 30, 2022. The document includes the independent auditor's opinion of management's representations within the annual report. The auditors have provided the City a clean opinion (unmodified), which means that in the opinion of Weaver, the City's financial statements present fairly, in all material respects, the financial position of the City. A "clean" or "unmodified opinion" is the best opinion that may be rendered in an audit of the financial statements.

The audit specifically included the following items:

- Audit of the City's ACFR in accordance with generally accepted auditing standards.
- An evaluation of the City's internal control over financial reporting.
- Single Audit in accordance with generally accepted auditing standards and compliance with U.S Office of Management and budget (OMB) Compliance Supplement

The auditor's examination of internal controls was conducted at a level sufficient to gain an understanding of the internal control structure to determine the nature, timing, and extent of audit procedures. The auditors did not perform an audit of internal controls, but performed

limited tests of internal controls for the purpose of providing an opinion on the financial statements.

Additionally, the auditors examined, on a test basis, evidence supporting amounts and disclosures in the combined financial statements. The City did not receive a management letter as there were no material weaknesses or recommendations for strengthening controls identified.

Jackie Gonzalez, Audit Partner, Weaver will be providing a presentation regarding the results of the audit, and answer any questions City Council may have.

RECOMMENDATION:

Recommend approval to accept ACFR, Single Audit, and annual audit as presented.

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

Presented to Finance and Internal Service Committee on March 13, 2023

FISCAL IMPACT:

NA

STAFF CONTACT:

Martin Avila Finance Director mavila@burlesontx.com 817-426-9651





Audit Insights

City of Burleson, Texas

Year Ended September 30, 2022

Overview

- Introductions
- Audit Process
- Audit Results
- Financial Highlights
- Questions









Introductions

Our Experience

At Weaver, there are no "one-size-fits-all" solutions. We combine leading technical knowledge with specific industry experience to provide highly customized services tailored to each client's needs.

Industries

Government

- Not-for-profit
- Higher Education
- Real Estate
- Construction
- ▶ Hospitality & Entertainment
- Health Care
- Professional Services
- Private Equity
- Insurance
- Technology
- Blockchain & Digital Assets
- Alternative Investments
- Financial Services
- Banking
- ▶ Manufacturing
- Distribution & Logistics
- Oil & Gas
- Energy Transition & Renewables

Services

Advisory Services

- Risk Advisory Services
- ▶ IT Advisory Services
- Digital Transformation & Automation
- Government Consulting Services
- ▶ Asset Management Consulting
- Accounting Advisory Services
- Transaction Advisory Services
- Valuation Services
- Forensic & Litigation Services
- Family Office Services

Assurance Services

- Audit, Review & Compilation
- Agreed-Upon Procedures
- Employee Benefit Plan Audit
- SOC Reporting
- Attestation Services
- ▶ IFRS Assessment & Conversion

Tax Services

- Federal Tax
- State & Local Tax
- International Tax
- Personal Client Services











Today's Presenters

Jackie Gonzalez, CPA Partner, Government and Not for Profit Services

- Your relationship partner
- 18+ years of experience
- Member, GFOA Special Review Committee
- Practice emphasis in auditing and consulting for cities, school districts, counties and not for profit organizations
- Serves on the Inspire Advisory Board, as a Culture Ambassador and a Community Champion for the Weaver Foundation

Justine Singletary, CPA Manager, Government and Not for Profit Services

- Your audit manager
- ▶ 6+ years of experience
- ▶ Practice emphasis in auditing and consulting for cities, school districts, counties and not for profit organizations.



Audit Team

Jackie Gonzalez, CPA

Engagement Partner

Justine Singletary, CPA

Manager

Melissa Kirkland

Senior Associate



AUDIT ASSOCIATES AND OTHER SUPPORTING STAFF MEMBERS





Audit Process

The Audit Cycle

Initial Audit Planning

Discuss
Developments
& Issues
Ongoing

Continuous Communication Interim Fieldwork September

City Council Presentation March 20

Fieldwork
December 5-23

Finance and Internal Services Committee Presentation March 13

Final Reports
Issued
February 24



Audit Process

- ✓ Audit Standards The audit is performed in accordance with General Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS), Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance)
- Risk-based approach Focused on specific risks, such as:
 - Revenue recognition and related receivables
 - Federal grant revenues and expenditures
 - Capital projects, purchasing and compliance with bidding procedures
 - Long-term debt, payables, accrued liabilities (Pension, OPEB) and expenditures
- ✓ Identified significant and fraud risks and designed responses to:
 - Misappropriation of assets
 - Management override of controls
 - Revenue recognition







Audit Results

Audit Results – Financial Statements

Type of Report issued:	UNMODIFIED
Internal control over financial reporting:	
Any material weakness(es) identified?	No
Any significant deficiencies that are not material weaknesses?	None reported
Any noted noncompliance material to financial statements?	No



Audit Results – Federal Awards

Type of Report Issued, Compliance on Major Programs:	UNMODIFIED		
Low Risk Auditee?	Yes		
Internal control over the major program:			
Any material weakness(es) identified?	No		
Any significant deficiencies that are not material weaknesses?	None reported		
Any audit findings required to be reported under 2 CFR 200.516(a)?	No		



Audit Results

Major Program Analysis

- In addition to detailed transaction testing, we also:
 - ✓ Analyzed the composition of costs for each major program
- All costs charged to the program were consistent with expectations and complied with compliance requirements.

MAJOR PROGRAM COMPOSITION OF COST

		American Rescue Plan Act
Personnel Services		54%
Professional & Contracted Services		4%
Supplies & Materials		2%
Capital Outlay – Machinery & Equipment		40%
	Total	100%

Additional Major Program Analysis





- All known and likely misstatements identified during the audit, other than those that are trivial, were communicated to management and recorded as adjustments to the City's financial statements.
- The most significant adjustments were as follows:
- Significant adjustments to the Water & Wastewater Fund:

Water & Wastewater Fund	Assets	Deferred Oufflows	Liabilities	Deferred Inflows	Net Position	Operating and Non-operating Revenues and Transfers In	Operating and Non-operating Expenses and Transfers Out
Construction In Progress - Sewer System	445,065	2	3	12	12	2	42
Sewer System Expense		*	*	0.00	0.00	32	(445.065)
<to capitalize="" costs="" incurred="" on="" sewer="" system<br="">project during FY22></to>							
Total current year effect	445,065		-	140	(*)		(445,065)
Water & Wastewater Fund balances per FY22 ACFR:	173,011,081	682,885	[62,208,948]	(1,410,827)	{110,074,191}	(30,798,272)	21,294,034
As a percent	0.26%	0.00%	0.00%	0.00%	0.00%	0.00%	-2.09%



• Significant adjustments to the COVID Relief Grants Fund:

COVID Relief Grants Fund	Assets	Deferred Outflows	Liabilities	Deferred Inflows	Fund Balance	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
Intergovernmental Revenue						49,948	
Payroll Expense		- 1	670			0.77	(49,948
<to arpa="" correct="" expenditures="" incurred<br="" of="" recording="">in FY21 in General Fund></to>							
Total current year effect		250	<u> </u>	<u> </u>	<u> </u>	49,948	(49,948
COVID Relief Grants Fund balances per FY22 ACFR:	9,862,857	-	(9,982,957)		120,100	[1,437,015]	1,557,115
As a percent	0.00%	0.00%	0.00%	0.00%	0.00%	-3.48%	-3.219



- Management's estimates of the following were found to be reasonable based on our evaluation of key factors and assumptions used to develop the estimates:
 - Proportionate share of the net pension liability
 - Proportionate share of the other post employment benefit (OPEB) liability
 - Depreciation expense
 - Allowance for doubtful accounts as related to property tax and utility revenues



- No material errors, irregularities, or illegal acts noted
- No transactions entered into by which the City during the year for which there is a lack of authoritative guidance or consensus
- No difficulties or disagreements arose during the course of the audit
- No independence issues noted
- No consultations or request for a second opinion from other accountants







Financial Highlights – General Fund

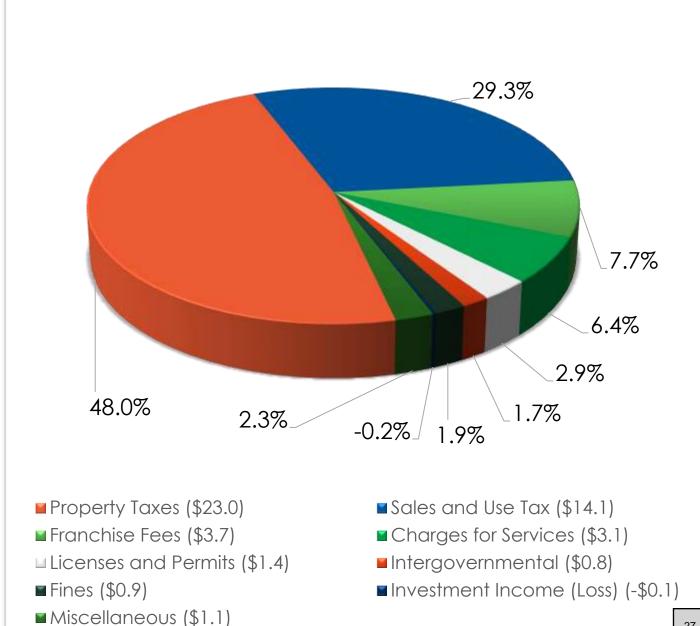
Financial Highlights – General Fund

ASSETS	\$	27,662,358
LIABILITIES		2,978,024
DEFERRED INFLOWS OF RESOURCES		2,760,169
FUND BALANCES		
Nonspendable:		27,424
Committed:		
Debt service		405,527
Other purposes		1,025,116
Unassigned	: 	20,466,098
Total Fund Balances	\$	21,924,165
REVENUES		47,976,053
EXPENDITURES	s-	49,075,438
Excess (deficiency) of revenues		
over (under) expenditures		(1,099,385)
OTHER FINANCING SOURCES (USES)		4,684,241
Net change in fund balance		3,584,856

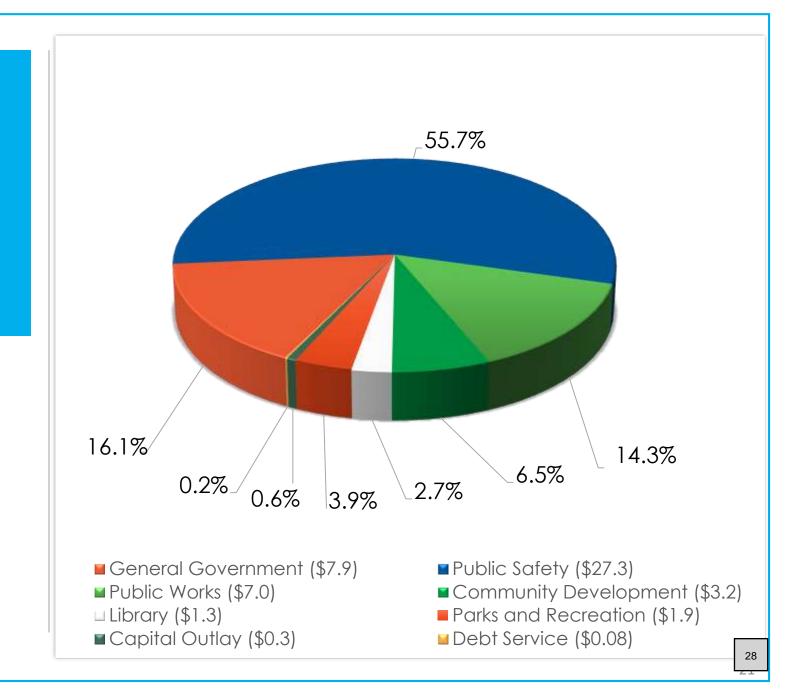


Financial Highlights – General Fund Revenue – Fiscal Year 2022 (in millions)





Financial Highlights – General Fund Expenditures - Fiscal Year 2022(in millions)





Financial Highlights — General Fund Budget to Actual — (in millions)



- Actual revenues of \$48.0M were more than budgeted amounts by \$1.3M
- Actual expenditures of \$49.1M were less than budgeted expenditures by \$.7M
- Ending fund balance for FY 2022 totaled \$21.9M
- Unassigned fund balance \$20.5M, which is 41.2% of FY 2022 budgeted expenditures (\$49.8M)



QUESTIONS?



Let's Connect







COVID-19 Resilience & Recover Resource Center

Jackie Gonzalez, CPA

Partner, Government & Not for Profit Services

Direct: 817.882.7758

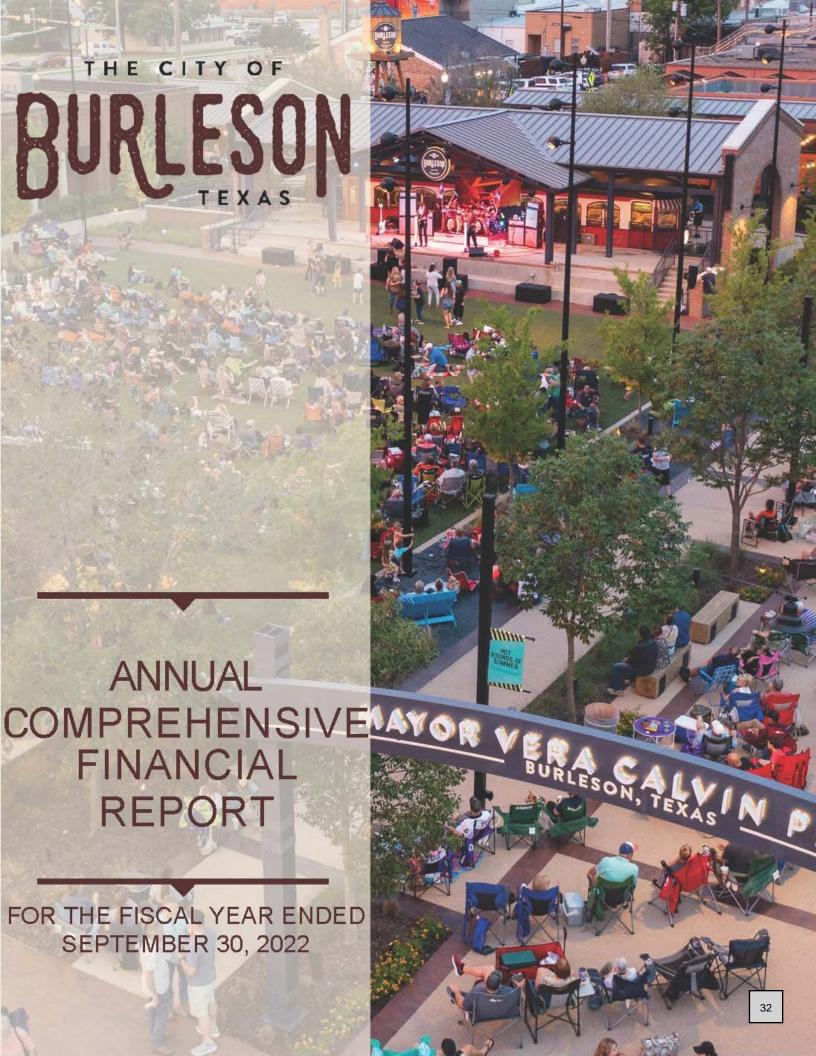
Email: jackie.gonzalez@weaver.com

Justine Singletary, CPA

Manager, Government & Not for Profit Services

Direct: 817.882.7358

Email: justine.singletary@weaver.com





CITY OF BURLESON, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2022

CITY OFFICIALS

Chris Fletcher **Mayor**

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

Mayor Pro Tem
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

Bryan Langley City Manager

Tommy Ludwig

Deputy City Manager

Martin Avila

Director of Finance

Tien Nguyen Controller

Prepared by: Finance Department





City of Burleson, Texas Annual Comprehensive Financial Report For the Year Ended September 30, 2022

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City of Burleson, Texas Annual Comprehensive Financial Report For the Year Ended September 30, 2022

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Introductory Section





141 West Renfro Burleson, Texas 76028-4261 www.burlesontx.com February 24, 2023

TO: The Honorable Mayor, Members of the City Council, and Citizens of Burleson (the "City")

Submitted herewith is a copy of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operation of the City, on a Government-wide and Fund basis. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

These statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) for local governments as prescribed by the Governmental Accounting Standards Board (GASB). GASB requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of management's discussion and analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditor's report.

THE REPORTING ENTITY

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State and the City's home rule Charter. Burleson was incorporated in 1912. The City operates under a Council-Manager form of government and provides a full range of services that include: police and fire protection, sanitation services, library services, construction and maintenance of streets and infrastructure, parks and recreation, code enforcement, planning and zoning, economic development, water and wastewater services, and general administrative services. The accompanying ACFR includes all governmental organizations and functions for which the City is financially accountable as well as its blended component units. Although legally separate entities, the Burleson 4B Community Services Development Corporation, the Burleson 4A Economic Development Corporation and Tax Increment Finance Reinvestment Zone Number Two are in substance part of the primary government's operations and are included as part of the primary government. Additional information on these component units can be found in the notes to the financial statements.

ECONOMY AND BUSINESS CLIMATE

Burleson is located along the southwestern edge of the Dallas/Fort Worth Metroplex, on Interstate Highway 35W, State Highway 174, and the Chisholm Trail Parkway toll road. Economically, this region is ranked as one of the most robust in Texas, a state that in recent years has trended well ahead of the national economy. Local measures of business activity have recovered and surpassed peak levels. The City is currently experiencing a strong expansion of business with more than \$125 million in new taxable value added in 2022, with more in the development pipeline.

Although the City of Fort Worth adjoins much of Burleson's northern boundary, the remaining three directions are surrounded by an extensive extra-territorial jurisdiction (ETJ). The City's corporate limits include more than 28 square miles and its extraterritorial jurisdiction (ETJ) is comprised of approximately 35,000 acres. Combined, Burleson's city limit and ETJ include more than 23,000 undeveloped acres. In 2017, The Texas State Legislature significantly restricted cities' abilities to involuntarily annex within their ETJs. The City of Burleson was proactive prior to 2017 in obtaining development agreements in large, strategic portions of its ETJ. These development agreements allow the City to pursue annexation when these areas develop. This has allowed the City to work with property owners to ensure orderly development of these areas and program our capital improvements to ensure services are provided.

Once largely agricultural, these areas have developed into a form of semi-urban, residential use. With vibrant retail destinations and commercial development, many of the individuals residing in these adjacent areas shop, dine, and send their children to schools located in Burleson. Thus, functionally speaking, Burleson's estimated population of just above 50,000 belies the true size of the community's economy. The combination of highway accessibility and more than 400,000 people located within the retail trade area create a community with a strong and growing trade area.

LONG TERM PLANNING

These focus areas create a roadmap for achieving the long-term goals and objectives that have been articulated by the City Council, and play a key role in the budget process, as well as long term financial planning of the City's major funds. The strategic focus areas are:

- Operational Excellence
- Infrastructure
- Community
- Public Safety

Five year projections are prepared for all of the City's major funds with the focus on maintaining year end fund balances that meet or exceed their requirements. In addition, the City continues to prepare five year capital improvement plans (CIP) for streets and drainage, parks, and water and wastewater projects. The five year projections and five year CIPs are presented to Council throughout the budget process and provides a great opportunity for feedback and direction. Incorporating the projections and CIP are crucial in the budget process to ensure the strategic focus areas are met and the City continues to be financially sound.

ACCOUNTING SYSTEM AND BUDGETARY CONTROL

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that the costs of a control should not exceed the benefits likely to be derived from the control. The evaluation of costs and benefits requires estimates and judgments by management. We believe that the City's current system of internal accounting controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

In addition to the system of internal controls, the City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance of legal provisions embodied in the annual appropriation budget adopted by the City Council. Budgetary controls over the General and Water and Wastewater Funds are exercised at the departmental level. This level of control occurs at the fund level for other funds. Activities of the Governmental and Proprietary Fund are closely reviewed at mid-year. If necessary, the original budget is modified and incorporated into a proposed mid-year budget, which is then used as the working budget for the remainder of the fiscal year. The City also maintains an encumbrance accounting system as one technique to help prevent the overspending of authorized appropriations.

Information regarding general accounting policies can be found in the notes to the basic financial statements.

INDEPENDENT AUDIT

An annual audit is required to be made of the financial statements of the City of Burleson by an independent auditor. Weaver and Tidwell, LLP was selected by the City Council to perform the audit for fiscal year ended September 30, 2022. The audit opinion is included in this report.

AWARDS

For the year ended September 30, 2021, the Government Finance Officers Association (GFOA) recognized the City for achievement in the presentation of the annual budget document and the ACFR. This was the 31st consecutive year that the City has received this prestigious national award. To earn the Certificate of Achievement, the City published an easy-to-read and efficiently organized Annual Comprehensive Financial Report with contents that conformed to program standards. Such reports satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for one year. The City believes that the current ACFR continues to meet the Certificate of Achievement Program requirements and thus is submitting it to GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Award for Distinguished Budget Presentation for the 33rd consecutive year for its annual appropriated budget dated October 1, 2021. To qualify for the Budget Award, the City's budget document was judged proficient in all categories.

ACKNOWLEDGEMENTS

I would like to thank the staff of the Finance Department, City Management, and Department Directors, Managers and Staff for their cooperative effort and help in the leadership and support of the City that made this report possible. Credit also must be given to the Mayor and the City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Burleson's finances.

Respectfully Submitted,

Martin Aufa

Finance Department



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Burleson Texas

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

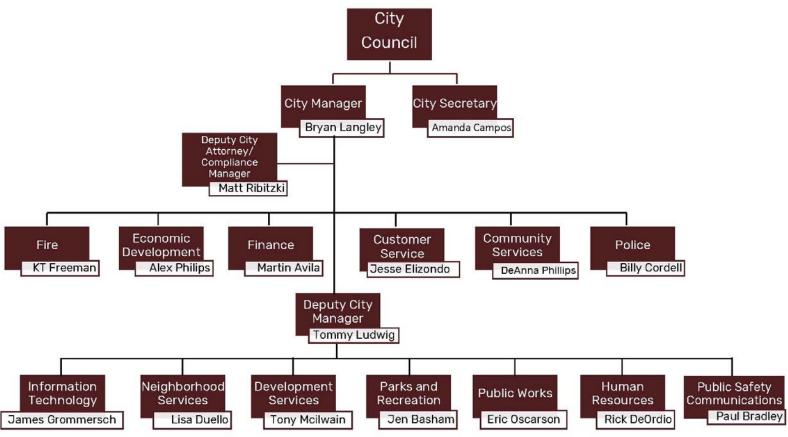
September 30, 2021

Christopher P. Morrill

Executive Director/CEO



Organizational Chart



Revised September 2022

CITY OF BURLESON, TEXAS

LIST OF PRINCIPAL OFFICIALS SEPTEMBER 30, 2022

Elected Officials

MayorChris FletcherMayor Pro-TemDan McClendonCouncilmemberVictoria JohnsonCouncilmemberRick GreenCouncilmemberJimmy StanfordCouncilmemberTamara PayneCouncilmemberRonnie Johnson

City Officials

City Manager Bryan Langley
Deputy City Manager Tommy Ludwig
Director of Finance Martin Avila
Deputy City Attorney Matt Ribitzki
Police Chief Billy Cordell
City Secretary Amanda Campos

Director of Parks and Recreation

Director of Human Resources

Director of Neighborhood Services

Jen Basham

Rick DeOrdio

Lisa Duello

Fire Chief

Chief Technology Officer James Grommersch

Kenneth Freeman

Director of Development Services

Director of Public Works

Eric Oscarson

Director of Economic Development

Alex Philips

Director of Community Services

DeAnna Phillips

Director of Customer Service

Director of Public Safety Communications

Tony McIlwain

Eric Oscarson

Alex Philips

DeAnna Phillips

Director of Public Safety Communications

Paul Bradley

Financial Section





Independent Auditor's Report

Honorable Mayor, City Council and City Manager City of Burleson, Texas Burleson, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1 to the basic financial statements, during the year ended September 30, 2022, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 87, Leases. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Honorable Mayor, City Council and City Manager City of Burleson, Texas

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, Texas Municipal Retirement System pension schedules, Texas Municipal Retirement System OPEB schedule, and budgetary comparison information on pages 7 through 14 and 65 through 68 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Honorable Mayor, City Council and City Manager City of Burleson, Texas

The combining and individual fund financial statements and schedules are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report (ACFR)

Management is responsible for the other information included in the ACFR. The other information comprises the introductory section and statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 24, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Weaver and Siduell, L.I.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas February 24, 2023



MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Burleson's (City) annual financial report presents our discussion of the City's financial performance during the fiscal year ended September 30, 2022. Please read it in conjunction with the transmittal letter, which can be found preceding this narrative, and with the City's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$324,989,209 (net position). Of this amount, \$51,523,465 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$27,493,744 or 9.24% from previous year. The City's total unrestricted net position increased by \$26,607,997, due to increases in revenues in both governmental and business-type activities which exceeded increases in expenses. \$8,032,001 increase in net investment in capital assets resulted from additions in construction capital cost and land acquisitions netted against the decrease of related debt.
- As of the close of the current fiscal year, unassigned fund balance for the general fund was \$20,466,098 or 42% of total general fund expenditures.
- The City's total debt increased by \$1,665,000 during the current fiscal year. The increase represents the net effect of scheduled debt retirement and issuance of Series 2022 Combination Tax and Revenue Certificates of Obligation and Series 2022 General Obligation Bonds in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

Government-wide Financial Statements - Government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing related to cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. (e.g., earned but unused vacation leave).

Both of the government-wide statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, parks and recreation, and community development. The business-type activities include water and wastewater operations, solid waste collection, the City's Hidden Creek Golf Course, and a cemetery.

Fund Financial Statements - The fund financial statements provide detailed information about the most significant funds – not the City as a whole. A fund is a grouping of related accounts that the City uses to maintain control over resources that have been segregated for specific activities and objectives. Some funds are required by state law or bond covenants. The Council establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants. The City has two types of funds:

Governmental Funds - These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near term inflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains nineteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, bond supported capital projects fund, and COVID relief grants fund, which are considered to be major funds. Data from the other sixteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary Funds – The City of Burleson maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Enterprise funds are used to account for water and wastewater, solid waste, golf, and cemetery operations. Internal Service Funds are accounting devices used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the acquisition and replacement of major components of equipment used throughout the organization, such as the fleet of City vehicles, for the repair and maintenance of significant components of equipment used by the organization, and for the health self-insurance program.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The water & wastewater operations are considered to be a major fund of the City. All internal service funds are combined in a single presentation in the proprietary fund financial statements. Individual data for each of the nonmajor enterprise funds and internal service funds is provided in the form of combining statements elsewhere in this report.

Notes to the Basic Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information - The combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds are presented immediately following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows by \$324,989,209 as of September 30, 2022.

The largest portion of the City's net position (80%) reflects its investments in capital assets (e.g., land, buildings, improvements, construction in progress, and infrastructure), less any debt used to acquire those assets that is still outstanding. The City uses these assets to provide service to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

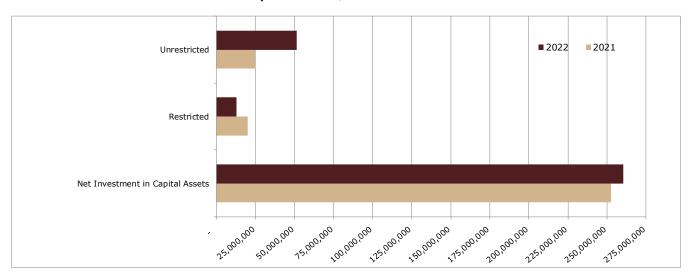
CITY OF BURLESON, TEXAS - NET POSITION

	Governmental					Busines	s-Ty	pe					
		Acti	vities			Activ	ities		Total				
		2021		2022		2021		2022	2021		2022		
Other assets Capital assets	\$	78,488,679 240,302,688	\$	94,730,804 251,050,175	\$	53,477,743 116,109,033	\$	57,374,088 122,829,136	\$ 131,966,422 \$ 356,411,721	5	152,104,892 373,879,311		
Total assets		318,791,367		345,780,979		169,586,776		180,203,224	488,378,143		525,984,203		
Total deferred outflows of resources		6,598,261		8,237,747		855,118		875,998	7,453,379		9,113,745		
Noncurrent liabilities – due													
in more than one year		113,184,319		108,952,166		55,676,214		55,817,730	168,860,533		164,769,896		
Other liabilities		18,891,148		25,652,502		7,772,080		8,984,772	26,663,228		34,637,274		
Total liabilities		132,075,467		134,604,668		63,448,294		64,802,502	195,523,761		199,407,170		
Total deferred inflows of resources		2,606,156		9,117,971		206,140		1,583,598	2,812,296		10,701,569		
Net position: Net investment													
in capital asset		163,721,859		174,521,592		88,788,759		86,021,027	252,510,618		260,542,619		
Restricted		12,460,606		12,617,978		7,608,773		305,147	20,069,379		12,923,125		
Unrestricted		14,525,540		23,156,517		10,389,928		28,366,948	24,915,468		51,523,465		
Total net position	\$	190,708,005	\$	210,296,087	\$	106,787,460	\$	114,693,122	\$ 297,495,465 \$	5	324,989,209		

An additional portion of the City's net position (4%) represents resources that are subject to external restriction on how they may have been used. The remaining balance of unrestricted net position (16%) may be used to meet the City's ongoing obligation to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

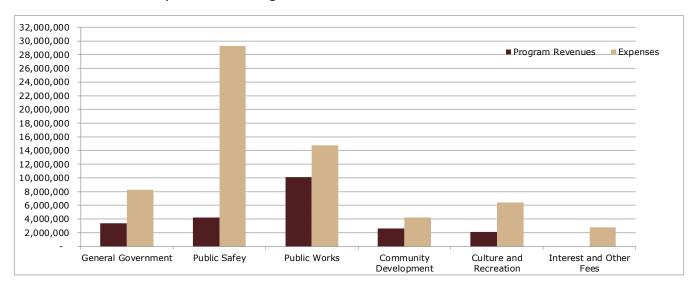
City of Burleson Net Position September 30, 2021 and 2022



The City's overall net position increased \$27,493,744 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

Governmental Activities. During the current fiscal year, net position for governmental activities increased \$19,588,082, an increase of \$6,114,172 from the prior fiscal year's increase in net position for governmental activities. Increase is primarily due to a 12.94% or approximately \$3,200,000 increase in sales & use tax from the prior year due to growth and increase in cost of goods from rise in inflation rates and a transfer of \$3,100,000 excess funds from Equipment Replacement Fund to General Fund.

Expenses and Program Revenues - Governmental Activities



Business-Type Activities. During the current fiscal year, net position for business-type activities increased by \$7,905,662, an increase of \$2,064,814 from the prior fiscal year's increase in net position for business-type activities. Increase was the result of an approximately \$2,700,000 increase in water and sewer revenues from increased consumption from prior year, due to a very hot and dry summer, and approximately 2% growth in accounts.

CITY OF BURLESON, TEXAS - CHANGES IN NET POSITION

	Govern Activ				ess-Typ ivities	oe		Total	
	2021	icico	2022	2021		2022	2021		2022
Revenues:									
Program Revenues:									
Charges for services Operating grants and	\$ 8,780,004	\$	9,394,259	\$ 26,713,025	\$	29,937,355 \$	35,493,029	\$	39,331,614
contributions Capital grants and	5,981,907		4,270,180	14,260		34,699	5,996,167		4,304,879
contributions	2,253,873		8,786,321	2,980,216		5,036,972	5,234,089		13,823,293
General Revenues: Taxes:	,,-		.,,	,,,,,,,		.,,.	, , , , , , , , , , , , , , , , , , , ,		2,7 2,7 2
Property taxes levied for									
general purposes	29,343,869		30,311,580	-		-	29,343,869		30,311,580
Tax Increment Financing Sales and use taxes	905,662 24,801,831		1,175,995 28,011,255	-		-	905,662 24,801,831		1,175,995 28,011,255
Hotel / motel taxes	455,115		466,584	_			455,115		466,584
Franchise fees	3,732,406		3,931,439	_		_	3,732,406		3,931,439
Investment income	78,034		(484,929)	44,697		(116,987)	122,731		(601,916)
Gain (loss) on sale of									
assets	 70,477		13,402	15,575		634,561	86,052		647,963
Total revenues	 76,403,178		85,876,086	29,767,773		35,526,600	106,170,951		121,402,686
Expenses									
General government	7,678,903		8,293,081	-		-	7,678,903		8,293,081
Public safety	26,227,399		29,220,408	-		-	26,227,399		29,220,408
Public works	13,597,575		14,743,553	-		-	13,597,575		14,743,553
Community development	4,587,759		4,178,055	-		-	4,587,759		4,178,055
Library			1,411,839	-		-			1,411,839
Parks and recreation	7,697,763		6,377,399	-		-	7,697,763		6,377,399
Interest and other fees	2,886,794		2,805,915				2,886,794		2,805,915
Water & wastewater	-		-	18,640,527		20,536,810	18,640,527		20,536,810
Hidden Creek Golf course Solid Waste	-		-	1,895,172		2,546,070	1,895,172		2,546,070
Cemetery	 -		-	3,563,473 80,828		3,780,319 15,493	3,563,473 80,828		3,780,319 15,493
Total expenses	 62,676,193		67,030,250	24,180,000		26,878,692	86,856,193		93,908,942
Change in net position									
before transfers	13,726,985		18,845,836	5,587,773		8,647,908	19,314,758		27,493,744
Transfers	 (253,075)		742,246	253,075		(742,246)	<u> </u>		
Change in net position	13,473,910		19,588,082	5,840,848		7,905,662	19,314,758		27,493,744
Net position - beginning	 177,234,095		190,708,005	100,946,612		106,787,460	278,180,707		297,495,465
Net position - ending	\$ 190,708,005	\$	210,296,087	\$ 106,787,460	\$	114,693,122 \$	297,495,465	\$	324,989,209

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance serves as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance, which has not yet been limited to use for a particular purpose.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$67,599,984. The 70% or \$47,287,431 of this total has constraints on its spending at because it is classified as either (1) non-spendable for inventory and prepaid items; (2) restricted for debt service, public safety, parks and recreation, library, economic development, tourism, capital projects, and other; and (3) committed for capital projects, debt service and other. Approximately 30% of the combined ending fund balance, or \$20,312,553, constitutes unassigned fund balance and is primarily in the General Fund.

Net change in fund balance was an increase of \$9,795,108 of which 37% is from the General Fund, 55% from Non-major Governmental Funds, and the remaining 8% is from Bond Funded Capital Projects fund.

The increase of \$3,584,856 in the General Fund is primarily due to a transfer of \$3,000,000 of excess funds from the Equipment Replacement Fund to the General Fund. The remaining is due to overall General Fund revenues exceeding overall expenditures reflecting the overall management of the governmental funds to ensure sources of funds are sufficient to meet the uses of funds.

The \$5,389,899 increase in Other Governmental Funds, due to \$1,633,874 increase in the BCSDC Special Revenue fund primarily due to a \$797,835 increase sales and use tax revenue exceeding expenditures from prior year, and \$806,363 in less debt service payments from prior year. In addition, net increase of \$3,976,618 in 4A EDC Non-bond Fund was due to a transfer from 4A Corp Special Revenue fund for \$5,000,000 for future purchase of land offset by capital outlay and transfer out of about \$1,000,000.

The Bond Funded Capital Projects fund increased by \$940,453 finishing the year at \$16,238,510. This is due to the issuance of \$8,000,000 of bonds offset with capital expenditures.

Proprietary funds – The City's proprietary funds provide the same type of information found in business-type activities in the government-wide financial statements, but in more detail.

Year-end net position in the water and wastewater fund amounted to \$110,074,191. Net position in the water and wastewater fund increased \$9,504,238 which is approximately \$4,000,000 more than prior year's increase. Difference is from an increase of about \$2,000,000 in developer non-cash contributions due to the City's continued growth; a \$1,000,000 transfer of excess funds from Equipment Replacement Proprietary Fund; an approximately \$3,000,000 increase in charges for services due to 2% growth in customer accounts, and an increase in consumption due to a hot and dry summer. These increases in revenue were offset by an approximately \$1,000,000 increase in expenditures from prior year due to an increase in water purchase costs from increased consumption.

General Fund Budgetary Highlights -

Total actual revenue collections exceeded the revised estimates by about \$1,284,121 over the revised estimate, primarily due to sales tax revenues.

The general fund's final revised expenditure budget was approximately \$184,572 more than the figure originally adopted due to encumbrances rolled over from the prior year.

Actual year-end expenditures totaled about \$683,188 less than the revised budget total. This decrease was primarily due to budget saving in several areas including maintenance & repair, material & supplies, and capital outlays which offset other expenditures. ARPA grant reimbursement of allowable expenditure is also a factor in the decrease of expenditure overall. The overall savings reflect the budget management and focus on spending needs.

CAPITAL ASSETS

The City's investment in capital assets for its governmental and business type activities as of September 30, 2022 amounts to \$373,879,311 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment and roads. The total increase in capital assets for the current fiscal year was approximately 5%.

					sets at Year End depreciation)						
	Govern		ıl	•	Business					T-4-1	
	2021	rities	2022		Activit 2021	ies	2022	_	2021	Total	2022
Land Buildings & improvements Infrastructure Machinery & equipment Vehicles Other Water distribution system Wastewater system Capitalized interest Intangible assets Construction in progress	\$ 38,300,084 78,425,585 107,992,652 4,670,966 2,519,407 45,000 - - - - 8,348,994	\$	40,312,769 79,489,539 117,002,996 5,219,041 2,552,391 45,000 - - - - 6,428,439		5,397,686 3,224,127 - 42,052 927,555 - 53,093,669 43,319,080 - 1,437,497 8,667,367	\$	5,413,714 3,064,471 - 177,985 839,494 - 56,106,747 46,783,947 - 1,377,432 9,065,346	\$	43,697,770 81,649,712 107,992,652 4,713,018 3,446,962 45,000 53,093,669 43,319,080 - 1,437,497 17,016,361	\$	45,726,483 82,554,010 117,002,996 5,397,026 3,391,885 45,000 56,106,747 46,783,947 - 1,377,432 15,493,785
Total	\$ 240,302,688	\$	251,050,175	\$	116,109,033	\$	122,829,136	\$	356,411,721	\$	373,879,311

Major capital asset events during the current fiscal year included the following:

- Construction costs related to arterial roads amount to approximately \$2,757,688.
- Construction and right-of-way costs related to construction of water infrastructure amounted to
- approximately \$3,555,571.
- · Construction and right-of-way costs related to construction of sanitary sewer lines amounted to
- approximately \$1,807,977.
- Cost of purchasing land and buildings to be used as City Facilities amounted to \$3,736,926.
- Costs related to construction of City recreational facilities amounted to \$4,353,312.
- Approximately \$1,607,632 of water lines were donated by developers.
- Approximately \$1,670,717 of sewer lines were donated by developers.
- Streets and sidewalks worth approximately \$8,462,744. Were donated by developers.

Additional information on the City's capital assets can be found in Note 4 in the notes to basic financial statements.

DEBT ADMINISTRATION

At the end of the current fiscal year, the City had total bonded debt issues of \$144,025,000. Of this amount, \$56,930,000 comprises of general obligation (GO) outstanding bonds debt backed solely by the full faith and credit of the City, \$84,600,000 represent certificate of obligation (CO) bonds secured by a combination of property taxes and a limited pledge of other revenues, and \$2,495,000 secured by revenues generated from the City's water and wastewater utility. The total GO and CO outstanding debt of \$141,530,000 includes self-supporting debt of \$53,000,000 paid with revenues generated from the City's water and wastewater utility, \$24,282,633 paid with revenue generated from sales tax dedicated to the Burleson 4B Community Service Corporation (Type 4B) and Burleson 4A Economic Development Service Corporation (Type A) and \$7,890,000 to be paid with tax revenues generated from the Reinvestment Zone Number Two reflected in the TIF 2&3 Fund, with the remaining balance of \$56,357,367 paid directly from the debt rate portion of the property tax rate.

Additional information on the City's outstanding debt can be found in Note 7 in the notes to basic financial statements.

Outstanding Debt at Year End

	Govern Activ	1	Business Activit		Total				
	2021	2022	2021	2022		2021		2022	
General obligation bonds	\$ 46,569,428	\$ 42,596,857	\$ 17,250,572	\$ 14,333,143	\$	63,820,000	\$	56,930,000	
Certificate of obligation bonds	40,045,000	44,870,000	35,795,000	39,730,000		75,840,000		84,600,000	
Utility system revenue bonds	 -	 	 2,700,000	 2,495,000		2,700,000		2,495,000	
DOTIGS	\$ 86,614,428	\$ 87,466,857	\$ 55,745,572	\$ 56,558,143	\$	142,360,000	\$	144,025,000	

The City maintains favorable bond ratings as assigned from the following rating agencies:

	Moody's Investors <u>Service</u>	Standard <u>& Poor's</u>
General obligation bonds	Aa2	AA
Water & wastewater revenue bonds	A1	AA-
4A sales tax revenue bonds	NA	AA-
4B sales tax revenue bonds	NA	AA-

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In fiscal year 2023 budget, City adopted a property tax rate of \$0.6572 per \$100 value which was \$0.0287 less than the previous rate of \$0.6859 per \$100 value. Since 2019, the rate has been reduced by almost eight (8) cents, from \$0.7350 (2019) to \$0.6572 (2023). The budget also includes a two percent (2%) homestead exemption in FY 2023. The property tax revenues are budgeted to increase 7.8% or about \$1,749,741 from fiscal year 2022 year end projection primarily due to new growth. Sales tax revenues are budgeted to increase by about 3% or \$419,877 from fiscal year 2022 year end projections. General Fund total revenues including transfers is \$53,151,097 or 5% increase from fiscal year 2022 budget. General Fund total expenditures is \$55,328,010 or 10% increase from prior year budget. The result is a \$2,176,913 reduction in fund balance. This projected reduction continues to maintain an unassigned fund balance to a level above the City's policy target of 20% of annual operating expenses.

No increase in water rates nor sewer rates is proposed in the FY 2023 budget. Water and Sewer Fund has a strong financial position and ability to continue meetings its debt obligations.

Solid Waste budget has no increase in proposed rates. Revenues and working capital is sufficient to meet the obligations.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Burleson's finances. Questions concerning any of the information provided in this report or requests for additional information may be obtained by contacting the City of Burleson, Attn: Finance Department, 141 West Renfro Street, Burleson, Texas 76028.

City of Burleson, Texas Statement of Net Position September 30, 2022

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments Receivables	\$ 84,893,177	\$ 22,918,131	\$ 107,811,308
Taxes, net	157,889	-	157,889
Accounts, net	1,532,039	3,314,870	4,846,909
Leases	2,030,283	1,058,840	3,089,123
Due from other governmental units	5,119,140	-	5,119,140
Accrued interest	137,185	67,603	204,788
Inventories	54,943	341,004	395,947
Prepaid items	127,424	-	127,424
Internal balances	678,724	(678,724)	
Total current assets	94,730,804	27,021,724	121,752,528
Noncurrent assets:			
Restricted cash and investments	-	30,352,364	30,352,364
Capital assets:			
Nondepreciable	46,786,208	14,479,060	61,265,268
Depreciable, net of depreciation	204,263,967	108,350,076	312,614,043
Total noncurrent assets	251,050,175	153,181,500	404,231,675
Total assets	345,780,979	180,203,224	525,984,203
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charge on refunding	666,895	282,445	949,340
Deferred outflows related to pensions	6,743,460	528,685	7,272,145
Deferred outflows related to OPEB (RHP & SDBF)	827,392	64,868	892,260
Total deferred outflows of resources	8,237,747	875,998	9,113,745
LIABILITIES			
Accounts payable	2,823,691	2,607,638	5,431,329
Accrued liabilities	1,886,599	152,065	2,038,664
Accrued interest payable	287,959	164,191	452,150
Deposits payable	-	735,317	735,317
Unearned revenue	10,179,700	2,279	10,181,979
Current portion of:			
Bonds, leases, compensated absences	10,474,553	5,323,282	15,797,835
Total current liabilities	25,652,502	8,984,772	34,637,274
Noncurrent Liabilities			
Bonds, leases, compensated absences	90,306,764	54,355,940	144,662,704
Net pension liability	13,345,964	1,046,318	14,392,282
Total OPEB liability (RHP & SDBF)	5,299,438	415,472	5,714,910
Total noncurrent liabilities	108,952,166	55,817,730	164,769,896
Total liabilities	134,604,668	64,802,502	199,407,170
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to leased assets	2,091,195	1,032,701	3,123,896
Deferred inflows related to pensions	6,418,557	503,212	6,921,769
Deferred inflows related to OPEB (RHP & SDBF)	608,219	47,685	655,904
Total deferred inflows of resources	9,117,971	1,583,598	10,701,569
NET POSITION			
Net investment in capital assets	174,521,592	86,021,027	260,542,619
Restricted for			
Debt service	2,521,806	305,147	2,826,953
Public safety	289,721	-	289,721
Other purposes	46,781	-	46,781
Economic development/tourism	9,759,670	-	9,759,670
Unrestricted	23,156,517	28,366,948	51,523,465
TOTAL NET POSITION	\$ 210,296,087	\$ 114,693,122	\$ 324,989,209

City of Burleson, Texas

Statement of Activities

For the Fiscal Year Ended September 30, 2022

		 Program Re	venu	ies
				Operating
		Charges	(Grants and
Functions/Programs	 Expenses	for Services	Co	ontributions
Primary Government				
Governmental activities:				
General government	\$ 8,293,081	\$ 3,335,561	\$	35,544
Public safety	29,220,408	1,143,155		3,008,621
Public works	14,743,553	398,116		1,063,307
Community development	4,178,055	2,580,560		_
Library	1,411,839	24,497		-
Parks and recreation	6,377,399	1,912,370		162,708
Interest and other fees	 2,805,915	 		-
Total governmental activities	 67,030,250	 9,394,259		4,270,180
Business type activities:				
Water and wastewater	20,536,810	24,638,049		_
Hidden Creek Golf Course	2,546,070	1,925,878		_
Solid waste	3,780,319	3,323,598		-
Cemetery	 15,493	49,830		34,699
Total business-type activities	 26,878,692	 29,937,355		34,699
TOTAL PRIMARY GOVERNMENT	\$ 93,908,942	\$ 39,331,614	\$	4,304,879

General revenues:

Taxes:

Property

Tax increment financing

Sales and use

Hotel occupancy taxes

Franchise fees based on gross receipts

Unrestricted investment earnings

Gain on sale of capital assets

Transfers between governmental and

business-type activities

Total general revenues and transfers

Change in net position

Net position - beginning

Net position - ending

Net (Expense) Revenue and Changes in Net Position

Prog	ram Revenues		C	Chang	ges in Net Position	
_	Capital	_		_		
	Grants and	G	overnmental	В	usiness-Type	
	ontributions		Activities		Activities	 Total
\$	-	\$	(4,921,976)	\$	-	\$ (4,921,976)
	34,571		(25,034,061)		-	(25,034,061)
	8,684,550		(4,597,580)		-	(4,597,580)
	=		(1,597,495)		-	(1,597,495)
	-		(1,387,342)		-	(1,387,342)
	67,200		(4,235,121)		-	(4,235,121)
	<u> </u>		(2,805,915)			 (2,805,915)
	8,786,321		(44,579,490)			(44,579,490)
	5,036,972		-		9,138,211	9,138,211
	-		-		(620,192)	(620,192)
	-		-		(456,721)	(456,721)
	-		<u> </u>		69,036	 69,036
	5,036,972				8,130,334	 8,130,334
\$	13,823,293		(44,579,490)		8,130,334	(36,449,156)
			30,311,580		-	30,311,580
			1,175,995		-	1,175,995
			28,011,255		-	28,011,255
			466,584		-	466,584
			3,931,439		-	3,931,439
			(484,929)		(116,987)	(601,916)
			13,402		634,561	647,963
			742,246		(742,246)	
			64,167,572		(224,672)	63,942,900
			19,588,082		7,905,662	27,493,744
			190,708,005		106,787,460	297,495,465
		\$	210,296,087	\$	114,693,122	\$ 324,989,209

City of Burleson, TexasBalance Sheet – Governmental Funds September 30, 2022

		General		ond Funded pital Projects	C	OVID Relief Grants	G	Other overnmental Funds	Total Governmental Funds		
ASSETS									-		
Cash and investments	\$	21,257,878	\$	16,911,391	\$	9,840,197	\$	27,957,656	\$	75,967,122	
Receivables:											
Taxes, net		-		-		-		157,889		157,889	
Accounts, net		1,498,638		-		-		31,807		1,530,445	
Leases		1,877,823		-		-		152,460		2,030,283	
Due from other											
governmental units		2,420,281		-		-		2,698,859		5,119,140	
Accrued interest		28,168		1,000		22,660		65,529		117,357	
Due from other funds		552,146		, -		-		, -		552,146	
Prepaid items		27,424		-		-		100,000		127,424	
Total Assets	\$	27,662,358	\$	16,912,391	\$	9,862,857	\$	31,164,200	\$	85,601,806	
LIABILITIES											
Accounts payable	\$	1,292,275	\$	673,881	\$	_	\$	593,151	\$	2,559,307	
Accrued liabilities	Ψ	1,685,749	Ψ.	-	Ψ.	_	4	137,168	Ψ.	1,822,917	
Unearned revenue		1,005,715		_		9,982,957		196,743		10,179,700	
Due to other funds		-				-		396,588		396,588	
Total Liabilities		2,978,024		673,881		9,982,957		1,323,650		14,958,512	
DEFERRED INFLOWS OF RESOURCES											
Unavailable revenue - mowing liens		60,905		-		-		-		60,905	
Unavailable revenue - hotel occupancy taxes		-		-		-		99,847		99,847	
Unavailable revenue - leased assets		1,942,472		-		-		148,723		2,091,195	
Unavailable revenue - grants		, , , ₋		-		-		34,571		34,571	
Unavailable revenue - franchise fees		756,792						<u>-</u>		756,792	
Total Deferred Inflows											
of Resources		2,760,169			_			283,141		3,043,310	
FUND BALANCES											
Nonspendable:								400.000			
Prepaid items		27,424		-		-		100,000		127,424	
Restricted:											
Debt service		-		-		-		2,809,765		2,809,765	
Public safety								289,721		289,721	
Parks and recreation		-		-		-		23,405		23,405	
Library		-		-		-		12,991		12,991	
Economic development		-		-		-		8,739,711		8,739,711	
Tourism		-		-		-		1,019,959		1,019,959	
Capital projects		-		16,238,510		-		-		16,238,510	
Other purposes		-		-		-		46,781		46,781	
Committed:											
Capital projects		-		-		-		16,548,521		16,548,521	
Debt service		405,527		-		-		-		405,527	
Other purposes		1,025,116		-		-		-		1,025,116	
Unassigned		20,466,098				(120,100)		(33,445)		20,312,553	
Total Fund Balances	_	21,924,165		16,238,510	_	(120,100)		29,557,409		67,599,984	
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES		27 662 250	#	16 012 201	.	0.863.857	.	21 164 200	.	0F 601 006	
RESOURCES AIND FUND BALAINCES	\$	27,662,358	\$	16,912,391	\$	9,862,857	\$	31,164,200	P	85,601,806	

City of Burleson, Texas

Exhibit B-2

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position September 30, 2022

Total fund balances - governmental funds

Bonds payable

\$ 67,599,984

Amounts reported for governmental activities in the statement of net position are different because:

246,838,608

Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.

Internal service funds are used by the City's management for equipment maintenance and vehicle replacement. The assets and liabilities of certain internal service funds are included with governmental activities in the Statement of Net Position but are not included at the fund level.

12,465,949

Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.

952,115

Long-term liabilities and related balance sheet items are not due and payable in the current period and therefore are not reported as liabilities in the funds.

(92,855,760) 666,895

Deferred charge on refunding
Leases payable
Accrued interest payable
Compensated absences (net of ISF of \$107,660)
Net pension liability (net of ISF of \$615,990)
Deferred outflows related to pensions (net of ISF of \$311,248)
Deferred inflows related to pensions (net of ISF of \$296,252)
Total SDBF & RHP OPEB liability (net of ISF of \$244,600)
Deferred outflows related to SDBF & RHP OPEB (net of ISF of \$38,188)

(287,959) (7,412,369) (12,729,974) 6,432,212 (6,122,305)

(5,054,838)

789,204

(580,147)

(405,528)

Deferred outflows related to SDBF & RHP OPEB (net of ISF of \$38,188)
Deferred inflows related to SDBF & RHP OPEB (net of ISF of \$28,072)
Combined adjustment

(117,560,569)

TOTAL NET POSITION - GOVERNMENTAL ACTIVITIES

210,296,087

City of Burleson, TexasStatement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended September 30, 2022

	General	ond Funded oital Projects	VID Relief Grants	Go	Other overnmental Funds	Go	Total overnmental Funds
REVENUES		,					
Property taxes	\$ 22,995,972	\$ -	\$ -	\$	8,491,603	\$	31,487,575
Sales and use taxes	14,100,029	-	-		13,911,226		28,011,255
Hotel occupancy taxes	-	-	-		366,737		366,737
Franchise fees	3,743,615	-	-		50,174		3,793,789
Charges for services	3,149,498	-	-		1,907,846		5,057,344
Licenses and permits	1,421,318	-	-		-		1,421,318
Intergovernmental	755,523	-	1,557,116		1,019,350		3,331,989
Fines	877,635	-	-		71,066		948,701
Contributions and donations	-	-	-		995,633		995,633
Investment income (loss)	(120,108)	90,127	(120,101)		(255,231)		(405,313)
Mineral lease	-	-	-		618,527		618,527
Street assessments	-	-	-		69,999		69,999
Miscellaneous	 1,052,571	 	-		789,568		1,842,139
Total Revenues	 47,976,053	 90,127	 1,437,015		28,036,498		77,539,693
EXPENDITURES							
Current:	7.024.020				24 500		7.045.637
General government	7,921,038	-	-		24,589		7,945,627
Public safety	27,272,278	-	913,212		591,566		28,777,056
Public works	7,049,142	-	-		309,331		7,358,473
Community development	3,231,431	-	-		2,623,861		5,855,292
Library	1,330,397	-	-		95,494		1,425,891
Parks and recreation	1,878,571	7 750 172	-		4,962,544		6,841,115
Capital outlay	316,576	7,759,172	643,903		2,941,354		11,661,005
Debt service:	F0 001				7 242 574		7 202 472
Principal retirement	59,901	-	-		7,242,571		7,302,472
Interest and fiscal	16 104				2 276 012		2 202 116
agent charges Debt issuance costs	16,104	160 505	-		3,376,012		3,392,116
	 -	160,505			<u>-</u>		160,505
Total Expenditures	 49,075,438	 7,919,677	1,557,115		22,167,322		80,719,552
Excess (deficiency) of revenues							
over (under) expenditures	(1,099,385)	(7,829,550)	(120,100)		5,869,176		(3,179,859)
OTHER FINANCING SOURCES (USES)							
Issuance of debt	-	8,095,000	-		-		8,095,000
Premium on debt issuance	-	675,003	-		-		675,003
Sale of capital assets	-	-	-		462,718		462,718
Transfers in	5,380,223	-	-		13,658,877		19,039,100
Transfers out	 (695,982)	 	 		(14,600,872)		(15,296,854)
Total other financing							
sources (uses)	 4,684,241	 8,770,003	 -		(479,277)		12,974,967
Net change in fund balance	3,584,856	940,453	(120,100)		5,389,899		9,795,108
Fund balance, beginning	 18,339,309	 15,298,057			24,167,510		57,804,876
FUND BALANCE, ENDING	\$ 21,924,165	\$ 16,238,510	\$ (120,100)	\$	29,557,409	\$	67,599,984

City of Burleson, Texas

Exhibit B-4

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds to the Statement of Activities
For the Fiscal Year Ended September 30, 2022

Net change in fund balances - total governmental funds

\$ 9,795,108

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation in the current period.

Capital outlay	\$ 11,252,314	
Depreciation (net of internal service funds)	(9,675,748)	1,576,566

The net effect of various miscellaneous transactions involving capital assets (i.e., sales and donations) is reported with governmental activities.

8,056,548

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

(59,745)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

733,918

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

(8,770,003)

Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

8,054,496

Internal service funds are used by management to charge the costs of certain activities, such as equipment maintenance and vehicle replacement, to individual funds. The net revenue (expense) of certain internal service funds is reported with governmental activities.

201,194

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES

\$ 19,588,082

City of Burleson, Texas Statement of Net Position – Proprietary Funds September 30, 2022

	Business-T			
	Water & Wastewater	Nonmajor Enterprise Funds	Total	Internal Service Funds
ASSETS	Wastewater	Enterprise Funds	10141	Turius
Current assets:				
Deposits and investments	\$ 19,609,505	\$ 2,006,307	\$ 21,615,812	\$ 10,228,374
Receivables:				
Accounts, net	2,981,288	333,582	3,314,870	1,594
Leases	1,058,840	- 7 122	1,058,840	-
Accrued interest Inventories	58,938 341,004	7,132	66,070 341,004	21,361
		·		54,943
Total current assets	24,049,575	2,347,021	26,396,596	10,306,272
Noncurrent assets:				
Restricted deposits and investments Capital assets, net	30,352,364 118,609,142	3,380,499	30,352,364 121,989,641	5,051,062
Total noncurrent assets	148,961,506	3,380,499	152,342,005	5,051,062
Total assets	173,011,081	5,727,520	178,738,601	15,357,334
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	275,480	6,965	282,445	_
Deferred outflows related to pensions	362,880	165,805	528,685	311,248
Deferred outflows related to OPEB (RHP & SDBF)	44,525	20,343	64,868	38,188
Total deferred outflows of resources	682,885	193,113	875,998	349,436
LIABILITIES				
Current liabilities:				
Accounts payable	1,721,784	885,854	2,607,638	264,384
Accrued liabilities	101,433	50,632	152,065	63,682
Unearned revenue Accrued interest payable	1,700 160,765	579 3,426	2,279	-
Customer deposits	735,317	-	164,191 735,317	_
Due to other funds	755,517	_	755,517	155,558
Bonds, compensated absences	4,944,608	378,674	5,323,282	76,136
Total current liabilities	7,665,607	1,319,165	8,984,772	559,760
Noncurrent liabilities:				
Bonds, compensated absences	53,539,994	815,946	54,355,940	31,524
Net pension liability	718,174	328,144	1,046,318	615,990
Total OPEB liability (RHP & SDBF)	285,173	130,299	415,472	244,600
Total noncurrent liabilities	54,543,341	1,274,389	55,817,730	892,114
Total liabilities	62,208,948	2,593,554	64,802,502	1,451,874
DEFERRED INFLOWS OF RESOURCES	02,200,940	2,393,334	04,002,302	1,431,074
Deferred inflows related to leased assets	1,032,701	_	1,032,701	-
Deferred inflows related to pensions	345,396	157,816	503,212	296,252
Deferred inflows related to OPEB (RHP & SDBF)	32,730	14,955	47,685	28,072
Total deferred inflows of resources	1,410,827	172,771	1,583,598	324,324
NET POSITION				
Net investment in capital assets	82,895,408	2,286,124	85,181,532	5,051,062
Restricted for debt service	305,147	-	305,147	-
Unrestricted	26,873,636	868,184	27,741,820	8,879,510
TOTAL NET POSITION	\$ 110,074,191	\$ 3,154,308	\$ 113,228,499	\$ 13,930,572
Net assistance for a second se			2 4 4 2 2 4 7	
Net position of business-type activity internal service funds Adjustment to reflect activity between governmental and business	tuno activitica		2,143,347 (678,724)	
Augustinent to renect activity between governmental and business	type activities		(0/0,/24)	
Net position of business-type activities			\$ 114,693,122	

City of Burleson, Texas Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds For the Fiscal Year Ended September 30, 2022

	Business-Type Activities Enterprise Funds						
	Water & Wastewater		Nonmajor Enterprise Funds		Total		Internal Service Funds
OPERATING REVENUES	<u></u>						
Charges for goods and services	\$	24,062,535	\$	5,299,306	\$	29,361,841	\$ 14,259,556
Penalties and interest		395,555		-		395,555	-
Miscellaneous		156,828		23,131		179,959	219,741
Mineral lease				34,699		34,699	
Total operating revenues		24,614,918		5,357,136		29,972,054	 14,479,297
OPERATING EXPENSES							
Water and wastewater services		12,837,839		-		12,837,839	-
Cost of golf operations		-		2,420,931		2,420,931	-
Cost of collecting revenues and other							
administrative expenses		2,952,938		-		2,952,938	7,196,401
Cost of cemetery operations		-		2,061		2,061	-
Cost of solid waste operations		-		3,752,644		3,752,644	-
Cost of equipment services		-		-		-	2,699,141
Materials, supplies, and cemetery lots		-		2,807		2,807	-
Depreciation		2,974,292		75,394		3,049,686	 1,432,799
Total operating expenses		18,765,069		6,253,837		25,018,906	 11,328,341
OPERATING INCOME (LOSS)		5,849,849		(896,701)		4,953,148	 3,150,956
NON-OPERATING REVENUES (EXPENSES)							
Gain on disposition of capital assets		-		167,341		167,341	424,100
Investment income (loss)		(83,768)		(28,608)		(112,376)	(84,619)
Interest and fiscal agent charges		(1,635,387)		(51,032)		(1,686,419)	 -
Total non-operating revenues		(1,719,155)		87,701		(1,631,454)	 339,481
INCOME (LOSS) BEFORE CAPITAL							
CONTRIBUTIONS AND TRANSFERS		4,130,694		(809,000)		3,321,694	 3,490,437
Transfers in		1,146,382		936,630		2,083,012	-
Transfers out		(809,810)		(1,015,448)		(1,825,258)	(4,000,000)
Impact fees		1,664,917		-		1,664,917	-
Capital contributions		3,372,055		-		3,372,055	 -
CHANGE IN NET POSITION		9,504,238		(887,818)		8,616,420	(509,563)
NET POSITION AT BEGINNING OF YEAR		100,569,953		4,042,126		104,612,079	14,440,135
NET POSITION AT END OF YEAR	\$	110,074,191	\$	3,154,308	\$	113,228,499	\$ 13,930,572
Adjustment to reflect the consolidation of internal service fur	nd activit	ies related to en	terpris	e funds			 (710,758)
Change in net position of business-type activities							\$ 7,905,662

City of Burleson, Texas Statement of Cash Flows - Proprietary Funds For the Fiscal Year Ended September 30, 2022

	Business-Ty	Governmental		
	Enterpris	Activities		
			Total	Internal
	Water &	Nonmajor	Enterprise	Service
	Wastewater	Enterprise Funds	Funds	Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 24,492,471	\$ 5,443,619	\$ 29,936,090	\$ -
Refunds of customer deposits	68,351	(17,589)	50,762	Ψ -
Receipts from interfund services provided	-	(17,303)	-	14,349,546
Payments to suppliers and service				11,313,310
providers	(9,283,872)	(4,522,970)	(13,806,842)	(7,465,748)
Payments to employees for salaries and	(3/203/072)	(1,322,370)	(13,000,012)	(7,103,710)
benefits	(2,189,105)	(1,209,237)	(3,398,342)	(2,285,656)
Payments to other funds for services	(=,===,===,	(=,===,===,	(=/===/= !=)	(=/===/===/
provided	(4,100,708)	-	(4,100,708)	-
Other receipts	-	58,409	58,409	219,741
Net cash provided by (used in)				
by operating activities	8,987,137	(247,768)	8,739,369	4,817,883
CASH FLOWS FROM NONCAPITAL				
FINANCING ACTIVITIES	1 146 202	026.620	2 002 012	
Payments from other funds Payments to other funds	1,146,382 (809,810)	936,630 (1,015,448)	2,083,012 (1,825,258)	(3,844,442)
Payments to other funds	(809,810)	(1,013,446)	(1,023,230)	(3,044,442)
Net cash provided by (used in) noncapital				
financing activities	336,572	(78,818)	257,754	(3,844,442)
CASH FLOWS FROM CAPITAL AND				
RELATED FINANCING ACTIVITIES				
Receipts from sale of capital assets	-	180,392	180,392	424,100
Principal paid on bonds	(4,475,000)	(339,357)	(4,814,357)	-
Interest payments on bonds	(1,436,024)	(32,106)	(1,468,130)	-
Proceeds of bond issuance	5,610,000	-	5,610,000	-
Impact fees	1,664,917	-	1,664,917	-
Acquisition of capital assets	(5,824,411)	(674,436)	(6,498,847)	(2,459,110)
Net cash provided by capital and	(4.460.540)	(0(5 507)	(F. 226 22F)	(2.025.040)
related financial activities	(4,460,518)	(865,507)	(5,326,025)	(2,035,010)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received (paid)	(133,826)	(33,897)	(167,723)	(102,654)
Net cash used in investing activities				
activities	(133,826)	(33,897)	(167,723)	(102,654)
Net increase (decrease) in cash and				
cash equivalents	4,729,365	(1,225,990)	3,503,375	(1,164,223)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR				
(including restricted deposits and investments				
of \$27,890,949 in the water and wastewater				
fund and \$82,845 in nonmajor enterprise funds)	45,232,504	3,232,297	48,464,801	11,392,597
CASH AND CASH EQUIVALENTS - END OF YEAR				
(including restricted deposits and investments				
of \$13,742,661 in the water and wastewater				
fund and \$0 in nonmajor enterprise funds)	\$ 49,961,869	\$ 2,006,307	\$ 51,968,176	\$ 10,228,374

City of Burleson, Texas Statement of Cash Flows - Proprietary Funds - Continued For the Fiscal Year Ended September 30, 2022

	Business-Type Activities Enterprise Funds Total						Go	Governmental	
							Activities		
		Matan 8						Internal	
		Water & Wastewater		Nonmajor Enterprise Funds		Enterprise		Service Funds	
December of constitution (1-1)		vastewater	Ente	i prise runus		Funds		runus	
Reconciliation of operating income (loss)									
to net cash provided by (used in) operating activities:	_	F 040 040	_	(006 701)	.	4.053.140	4	2 150 056	
Operating income (loss)	\$	5,849,849	\$	(896,701)	\$	4,953,148	\$	3,150,956	
Depreciation		2,974,292		75,394		3,049,686		1,432,799	
Change in operating assets and liabilities:									
(Increase) decrease in accounts									
receivable		(96,308)		144,892		48,584		89,990	
(Increase) decrease in leases receivable		(1,058,840)		-		(1,058,840)		-	
(Increase) decrease in inventories		14,369		35,567		49,936		(21,671)	
(Increase) decrease in deferred outflows									
related to pension		(117,505)		(40,335)		(157,840)		(112,419)	
(Increase) decrease in deferred outflows									
related to OPEB		8,057		6,544		14,601		4,418	
Increase (decrease) in accounts payable		133,821		519,881		653,702		227,838	
Increase (decrease) in accrued liabilities		33,675		5,946		39,621		11,401	
Increase (decrease) in unearned revenue		1,700		579		2,279		-	
Increase (decrease) in deposits payable		66,651		(17,589)		49,062		-	
Increase (decrease) in compensated									
absences		63,979		(48,021)		15,958		(96,310)	
Increase (decrease) in net pension									
liability and total OPEB liability		(161,034)		(136,952)		(297,986)		(82,921)	
Increase (decrease) in deferred inflows		, , ,		, , ,		, , ,		(, ,	
related to leased assets		1,032,701		-		1,032,701		-	
Increase (decrease) in deferred inflows		, , .				, , .			
related to pension		215,961		91,631		307,592		191,370	
Increase (decrease) in deferred inflows		,		,		331,732			
related to OPEB		25,769		11,396		37,165		22,432	
Not each provided by (used in)						-		· · · · · · · · · · · · · · · · · · ·	
Net cash provided by (used in)		0.007.127		(247.760)		0.720.260		4 017 002	
operating activities	_	8,987,137		(247,768)		8,739,369		4,817,883	
Noncash capital and related financing activities:									
Contributions from developers		3,372,055				3,372,055			
Total noncash capital and									
related financing activities	\$	3,372,055	\$	-	\$	3,372,055	\$	-	



City of Burleson, Texas

Notes to the Financial Statements

Note 1. Summary of Significant Accounting Policies

The City's major operations include public safety, public works, culture, recreation, and community development. In addition, the City owns and operates a water and wastewater system, solid waste system, a golf course, and a cemetery.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governmental units. The following is a summary of more significant policies.

A. Reporting Entity

The City of Burleson, Texas (the "City") Home Rule Charter was adopted by the voters at an election held on April 5, 1969. The City operates under a Council-Manager form of government. As required by the accounting principles generally accepted in the United States of America, the basic financial statements present the City (primary government) and its component units.

The Burleson Community Service Development Corporation ("BCSDC") was incorporated June 25, 1993 as a nonprofit industrial development corporation under the Development Corporation Act of 1979 ("Act"). The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. This includes the construction and renovation of municipal buildings and other facilities. Although it is legally separate from the City, the BCSDC is reported as if it were part of the primary government (blended) because its Board of Directors is substantively the same as the City Council. Separate financial statements for the BCSDC are not available.

The Burleson 4A Economic Development Corporation (the "4A Corporation") was incorporated September 28, 2000. The Corporation as organized is to promote and provide for economic development within the City and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City by developing, implementing, providing, and financing projects under the Act and as defined in Section 4A of the Act. Although it is legally separate from the City, the 4A Corporation is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for the 4A Corporation are not available.

Tax Increment Finance Reinvestment Zone Number Two (TIF 2) was formed to finance and make public improvements serving only the City, under the authority of the Tax Increment Financing Act. The TIF is governed by a five-member board of directors, of which four members are appointed by the City Council. Although it is legally separate from the City, the TIF is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for TIF 2 are not available.

Tax Increment Finance Reinvestment Zone Number Three (TIF 3) was formed to finance and make public improvements serving only the City, under the authority of the Tax Increment Financing Act. The TIF is governed by a five-member board of directors, of which four members are appointed by the City Council. Although it is legally separate from the City, the TIF is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for TIF 3 are not available. The TIF was terminated and the board of directors dissolved effective July 5, 2022.

B. Basic Financial Statements

The basic financial statements include both government-wide financial statements (based on the City as a whole) and fund financial statements. The focus is on either the City as a whole or major individual funds (within the fund financial statements). Both the government-wide and fund financial statements categorize activities as either governmental or business-type activities.

The government-wide Statement of Net Position is, (a) presented for the primary government distinguishing between the governmental and business-type activities columns, and (b) reflected on a full accrual economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable within a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the respective fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to what is being measured and basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the time of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, sales taxes, hotel occupancy taxes and investment income (including unrealized gains and losses) are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred, all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The <u>General Fund</u> is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

The <u>Bond-Funded Capital Projects Fund</u> is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The <u>COVID Relief Grants Fund</u> - This fund accounts for the resources received from federal and state agencies to be used to react to the COVID-19 pandemic.

The City reports the following major enterprise fund:

The <u>Water/Wastewater Fund</u> is used to account for the provision of water and sewer services to residents of the City and certain nonresidents. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt service and billing and collection.

Internal Service Funds are used to account for goods and services provided to City departments such as equipment and information technology services, the purchase of vehicles and equipment, and health self-insurance program.

Generally, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and wastewater fund and various other funds of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various funds concerned.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Deposits and Investments

Substantially all operating deposits and investments are maintained in pooled deposit and investment accounts. Investment income relating to pooled deposits and investments is allocated to the individual funds primarily based on each fund's pro rata share of the total deposits and investments. For purposes of cash flows, the City considers cash on hand, demand deposits, and investments with original maturities of three months or less to be cash equivalents.

Legal provisions generally permit the City to invest in direct obligations of the Federal government, municipal investment pools and interest-bearing deposit accounts. During the year ended September 30, 2022, the City did not own any types of securities other than those permitted by state law.

2. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the noncurrent portion of inter-fund loans). All other outstanding balances between funds are reported as due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reports in the government-wide financial statements as "internal balances."

3. Receivables - Property Taxes

All trade and property tax receivables are shown net of an allowance for uncollectible receivables. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible receivables. The net property tax receivable is comprised of the property tax revenues collected within 60 days after year end. The City believes amounts remaining uncollected at sixty days after year-end are generally uncollectible.

The City's property taxes are levied on October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the City. Assessed values are established at 100% of estimated market value. The assessed value, net of exemptions, upon which the fiscal year 2022 levy was based, was approximately \$4,781,489,823. Property taxes attach as an enforceable lien on property as of January 1. Taxes are due by January 31 following the October 1 levy date and are considered delinquent after January 31 of each year.

General property taxes are limited by the Texas Constitution to \$2.50 per \$100 assessed valuation. The City's Home Rule Charter authorizes assessment, levy, and collection of property taxes: a) at a rate not exceeding \$1.00 per \$100 of assessed valuation for the purpose of paying the general governmental operating costs of the City and b) at a rate sufficient to pay the principal and interest on bonds of the City. The City's combined tax rate for the year ended September 30, 2022 was \$0.6859 per \$100 of assessed valuation.

4. Lease Receivable - Lessor

The City is a lessor for noncancelable leases of property and equipment. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.

Lease payments included in the measurement of the lease receivable are composed of fixed payments from the lessee, variable payments from the lessee that are fixed in substance or that depend on an index or a rate, residual value guarantee payments from the lessee that are fixed in substance, and any lease incentives that are payable to the lessee.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

5. <u>Inventories</u>

All inventories are valued using the average cost method. Inventories of governmental funds are recorded as expenditures when consumed rather that when purchased.

6. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

7. Restricted Assets

Certain bond proceeds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

8. Capital Assets

Capital assets, which include land, buildings, improvements, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), purchased or acquired, are carried at historical cost, or estimated historical cost if historical cost is not available. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed. A capitalization threshold of \$5,000 is used for all capital assets. Depreciation on capital assets is calculated on the straight-line basis over the following estimated useful lives. Right-to-use assets are amortized over the shorter of the useful life or duration of the lease using the straight-line method.

Buildings	30 - 50 Years
Machinery and equipment	5 - 30 Years
Vehicles	5 - 30 Years
Water and sewer system	50 Years
Improvements other than building	20 Years
Infrastructure	15 - 40 Years

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest accrued during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

9. Compensated Absences

Vacation and sick leave are granted to City employees in varying amounts. The City accrues vacation benefits as they are earned. In the event of termination, an employee is reimbursed for accumulated unused vacation days if the employee has at least six months service. The City's policy regarding unused sick leave allows terminated employees with at least five years of service to receive reimbursement of accumulated unused sick leave.

10. <u>Leases Payable - Lessee</u>

The City is a lessee for noncancelable leases of equipment. The City recognizes a lease liability, reported with long-term debt, and a right-to-use lease asset, reported with other capital assets, in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.
- Lease payments included in the measurement of the liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, purchase option price that the City is reasonably certain to exercise, lease incentives receivable from the lessor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

11. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

12. Other Post-Employment Benefits

TMRS Supplemental Death Benefits Fund. The City participates in the Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF), which is an optional single employer defined benefit life insurance plan that is administered by TMRS. It provides death benefits to active and, if elected, retired employees of participating employers. For purposes of measuring the total TMRS SDBF OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary.

13. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refunding A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension and OPEB contributions after measurement date These contributions are deferred and recognized in the following fiscal year.
- Changes in actuarial assumptions and other inputs This difference is deferred and recognized over the
 estimated average remaining lives of all members determined as of the measurement date.
- Difference in expected and actual economic experience is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following types of items that qualify for reporting in this category.

- Difference in projected and actual earnings on pension assets This difference is deferred and amortized over a closed five-year period.
- Changes in actuarial assumptions and other inputs This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference in expected and actual economic experience This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

Unavailable revenue is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available

14. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. To calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are applied.

It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

15. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). To calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

16. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council has by resolution authorized the City Manager to assign fund balance. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

It is the goal of the City that unassigned fund balance of the General Fund should be at least 20% of General Fund annual expenditures. This percentage is the equivalent of 73 days of expenditures. To adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will take action to reduce the fund balance if the unassigned fund balance grows beyond 90 days of expenditures. At September 30, 2022, the General Fund unassigned fund balance equated to 152 days of expenditures.

E. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

2. <u>Proprietary Funds Operating And Nonoperating Revenues and Expenses</u>

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with proprietary fund's principal ongoing operations. The principal operating revenues of enterprise funds and internal service funds are charges to customers for sales and services.

Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

F. <u>Budgetary Information</u>

Budget Policy – Prior to September 1, the City Manager submits to the City council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them. The proposed budget and all supporting schedules are filed with the City Secretary when submitted to the City Council. Public hearings are conducted to obtain taxpayer comments. Prior to September 30, the budget is adopted by affirmative vote of a majority of the members of the City Council.

Annual operating budgets are prepared on a budgetary basis for the General Fund, Debt Service funds and all special revenue funds except for the Grants Fund, COVID Relief Grants Fund, and Other Special Revenue Funds. Budgetary data for capital projects funds is budgeted over the life of the respective project and not on an annual basis.

Budgetary Data – Budget amounts presented in the required supplementary information reflect the original budget and the amended budget, which has been adjusted for legally authorized revisions to the annual budget during the year. Appropriations, except remaining project appropriations and encumbrances, lapse at the end of each fiscal year.

G. Accounting Pronouncements

The Government Accounting Standards Board (GASB) pronouncements effective in fiscal years 2022 and beyond are listed below:

GASB Statement No. 87, Leases (GASB 87), establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2019; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 87 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 87 was implemented in the City's 2022 financial statements with no impact to amounts reported under previous standards.

GASB Statement No. 91, Conduit Debt Obligations (GASB 91), provides a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with 1) commitments extended by issuers, 2) arrangements associated with conduit debt obligations, and 3) related note disclosures. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2020; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 91 to reporting periods beginning after December 15, 2021, with earlier application encouraged. GASB 91 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined.

GASB Statement No. 92, Omnibus 2020 (GASB 92), enhances comparability in accounting and financial reporting by addressing practice issues that have been identified during implementation and application of certain GASB pronouncements. The requirements for parts of this statement were originally effective for reporting periods beginning after June 15, 2020; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 92 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 92 was implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported.

GASB Statement No. 93, Replacement of Interbank Offered Rates (GASB 93), addresses accounting and financial reporting implications that result from the replacement of an Interbank Offered Rate (IBOR). The requirements of this statement were originally effective for reporting periods beginning after June 15, 2020; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 93 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 93 was implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported.

GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements (GASB 94), improves financial reporting by addressing issues related to public-private and public-public partnership arrangements and provides guidance for accounting and financial reporting for availability payment arrangements. The requirements of this statement are effective for reporting periods beginning after June 15, 2022, with earlier application encouraged. GASB 94 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined.

GASB Statement No. 96, Subscription-Based Information Technology Arrangements (GASB 96), provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. This statement 1) defines a SBITA; 2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset - and a corresponding subscription liability; 3) provides the capitalization criteria for outlays other than subscription payments; and 4) requires note disclosures regarding a SBITA. The requirements of this statement are effective for reporting periods beginning after June 15, 2022, with earlier application encouraged. GASB 96 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined.

GASB Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans (GASB 97), increases consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform. It also provides for 1) mitigation of costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements and 2) enhances the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans that meet the definition of a pension plan and for benefits provided through those plans. The requirements of paragraph 4 of this statement are were effective immediately upon issuance in June 2020. All other requirements of this statement are effective for reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 97 was implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported.

GASB Statement No. 99, Omnibus 2022 (GASB 99), enhances comparability in accounting and financial reporting and improves consistency of authoritative literature by addressing 1) practice issues that have been identified during implementation and application of certain GASB statements and 2) accounting and financial reporting for financial guarantees. The requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63 are effective upon issuance. These requirements were implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported. The requirements related to leases were implemented in the City's fiscal year 2022 financial statements in conjunction with GASB 87 as discussed above. The requirements related to PPPs and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. These requirements for GASB 99 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The requirements for GASB 99 will be implemented in the City's fiscal year 2024 financial statements and the impact has not yet been determined.

GASB Statement No. 100, Accounting Changes and Error Corrections (GASB 100), enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement 1) defines accounting changes and corrections of errors; 2) prescribes the accounting and financial reporting for each type of accounting change and error corrections; and 3) clarifies required note disclosures. The requirements of this statement are effective for reporting periods beginning after June 15, 2023, with earlier application encouraged. GASB 100 will be implemented in the City's fiscal year 2024 financial statements and the impact has not yet been determined.

GASB Statement No. 101, Compensated Absences (GASB 101), improves the information needs of financial statements users by updating the recognition and measurement guidance for compensated absences under a unified model and amending certain previously required disclosures. The requirements of this statement are effective for reporting periods beginning after December 15, 2023, with earlier application encouraged. GASB 101 will be implemented in the City's fiscal year 2025 financial statements and the impact has not yet been determined.

H. Oil and Gas Royalties

The City receives royalties related to various oil and gas leases for which the City acts as lessor. The royalties are generally payable to the City when production begins at the lease site, and revenue is recognized at the time the royalty is earned and considered measurable and available if received within 60 days of year-end.

Note 2. Cash and Investments

A. Cash Deposits with Financial Institutions

State statutes authorize the City's cash to be deposited in demand deposits, time deposits, or certificates of deposit, and require that all deposits be fully collateralized or insured.

Custodial Credit Risk – Deposits. Custodial credit risk for deposits is the risk that, in the event of failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The City's policy requires that all deposits with financial institutions must be collateralized to the extent not protected by FDIC insurance.

At September 30, 2022, the carrying amount of the City's deposits was \$36,163,660. The bank balances were entirely covered either by Federal Depository Insurance or by collateral held by the City's agent in the City's name.

B. Investments

In accordance with the Texas Public Funds Investment Act (PFIA) and the City's investment policy, the City invests in:

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. Direct obligations of the State of Texas or its agencies and instrumentalities.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.
- d. Obligations of states, agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Financial institution deposits that, are issued by a state or national bank that a) has its main office or a branch office in Texas and is guaranteed or insured by the FDIC or its successor, b) is secured by obligations in a manner and amount provided by law and this Investment Policy for deposits of the City, or c) is placed in a manner that meets the requirements of the PFIA.
- f. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Repurchase Agreement must be signed by the counter-party prior to investment in a repurchase agreement. All repurchase agreement transactions must have a market value of purchased securities greater than or equal to 102 percent of the total balance of the agreement.
- g. Money Market Mutual funds that: (1) are registered and regulated by the Securities and Exchange Commission, (2) seek to maintain a net asset value of \$1.0000 per share, and (3) are rated AAA by at least one nationally recognized rating service.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles, which provides a framework for measuring fair value by establishing a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a
 government can access at the measurement date.
- Level 2 inputs are inputs—other than quoted prices included within Level 1—that are observable for an
 asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

As of September 30, 2022, the City had the following cash and investments:

	Sept	ember 30,2022	 (Level 1)		(Level 2)	(Level 3)	Percent of Total Investment Portfolio	Weighted Average Maturity (Days)*
Cash Investments measured at net asset value/amortized cost per share: Investment pools:	\$	36,171,500	\$ -	\$	-	\$ -	N/A	N/A
TexPool LOGIC		8,895,389 34,600,919	- -		-	-	8.7% 33.9%	25 19
Investments by fair value level: Debt securities: Municipal bonds		58,495,864	 		58,495,864	 	57.4%	356
Total investments		101,992,172	 	_	58,495,864	 <u>-</u>		
Total cash and investments	\$	138,163,672	\$ 	\$	58,495,864	\$ -		

^{*} Portfolio weighted average maturity (days) = 213

Investment Pools

Investment pools are not categorized as to investment risk since specific securities relating to the City cannot be identified. Under the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. through an agreement with the State of Texas Comptroller of Public Accountants. The State Comptroller is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company authorized to operate TexPool. TexPool investment pools are measured at amortized cost.

Under the LOGIC Participation Agreement, administrative and investment services to LOGIC are provided by Hilltop Securities, Inc. and JP Morgan Asset Management, Inc. as co-administrators. The administrators settle all trades for LOGIC and secure and value its assets every day. The fair value of the City's position in these pools is the same as the value of the pool shares. LOGIC investment pool is measured at net asset value.

The City's investment pools each have a redemption notice period of one day and may redeem daily. The investment pools' authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool's liquidity.

Interest income (loss) includes realized and unrealized gains and losses on investments during the fiscal year. The calculation of realized gains and losses is independent of the calculation of the change in fair value of investments. Realized gains and losses of the current year include the cumulative effects of unrealized gains and losses incurred in prior years as a result of changes in fair value. For the fiscal year ended September 30, 2022, net investment income (loss) includes \$849,443 in realized gains resulting from the City's sale and/or redemption of its investments and \$1,451,359 in unrealized losses resulting from non-cash, temporary changes in fair value that are expected to smooth out over the long term life of the investments.

Credit Risk and Concentration of Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized rating agency.

The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration risk, the risk of loss attributed to the magnitude of investment in a single issuer, by limiting investments to the safest types of issuers, pre-qualifying the financial institutions and brokers/dealers with which the City will do business, and diversifying the investment portfolio so that potential losses on individual issuers will be minimized, as appropriate.

Local government investment pools in Texas are required to be rated AAA or equivalent by at least one nationally recognized securities rating organization. As of September 30, 2022, the City's investments in investment pools were all rated AAAm by Standard & Poor's.

Interest Rate Risk

The City will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates. The City will structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity; invest funds primarily in certificates of deposit, shorter term securities, financial institution deposits, or money market mutual funds and local government investment pools whose investment objectives include maintaining a stable \$1.00 net share value; and diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

Safekeeping and Custodial Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. The City shall approve all third party custodians for the holding of securities pledged to the City as collateral to secure financial institution deposits.

Collateral Policy

The City has established a collateral policy in compliance with Government Code Chapter 2257, Public Funds Collateral Act. Deposits secured with irrevocable letters of credit shall have 100% of principal plus anticipated interest of the deposit, less any amount insured by the FDIC. Deposits secured with pledged marketable securities shall have a market value 13 equal to or greater than 102% of the principal plus accrued interest of the deposit, less any amount insured by the FDIC. All deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as City Depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including: the agreement must be in writing, the agreement has to be executed by the Depository and City contemporaneously with the acquisition of the asset, the agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City, and the agreement must be part of the Depository's "official record" continuously since its execution.

Note 3. Receivables and Deferred Inflows of Resources

Receivables as of September 30, 2022 for the City's individual major funds, and nonmajor funds in the aggregate, including the applicable allowances for uncollectible amounts, are as follows:

	Governmental Funds				
	General	Bond Funded Capital Projects	COVID Relief Grants	Other Nonmajor Governmental Funds	Total Governmental Funds
Receivables: Taxes Accounts Leases Intergovernmental Interest	642,65 1,498,63 1,877,82 2,420,28 	8 - 3 - 1 -	\$ - - - 00 22,660	\$ 183,309 46,022 152,460 2,698,859 65,529	\$ 825,960 1,544,660 2,030,283 5,119,140 117,357
Gross receivables	6,467,56	1 1,00	22,660	3,146,179	9,637,400
Less: allowance for uncollectibles	(642,65	1)		(39,635)	(682,286)
Net total receivables	\$ 5,824,91	0 \$ 1,00	90 \$ 22,660	\$ 3,106,544	\$ 8,955,114
Deferred inflows of resources: Mowing liens Hotel occupancy taxes Leases Grants Franchise fees	\$ 60,90 - 1,942,47 - 	2 - -	\$ - - - - -	\$ - 99,847 148,723 34,571 	\$ 60,905 99,847 2,091,195 34,571 756,792
Total deferred inflows	\$ 2,760,16	9 \$ -		\$ 283,141	\$ 3,043,310
Receivables:		Water and Wastewater	Enterprise Funds Other Non-major	Enterprise Funds Total	Internal Service Funds
Accounts Unbilled Leases Interest		\$ 1,849,445 1,196,330 1,058,840 58,938	\$ 307,417 54,786 - 7,132	\$ 2,156,862 1,251,116 1,058,840 66,070	\$ 1,594 - 21,361 54,943
Gross receivables		4,163,553	369,335	4,532,888	77,898
Less: allowance for for uncollectibles		(64,487)	(28,621)	(93,108)	
Net total receivables		\$ 4,099,066	\$ 340,714	\$ 4,439,780	\$ 77,898

Leases Receivable

The City has entered into multiple lease agreements as lessor. The leases allow the right-to-use of land, buildings, and infrastructure to other organizations over the term of the lease. The City receives annual and monthly payments at the interest rate stated or implied within the leases. The interest rates for these leases is 3.5%. As of September 30, 2022, the City has \$1,877,823 remaining in lease receivables and \$1,942,472 remaining in deferred inflows recorded in the General Fund, \$152,460 remaining in lease receivables and \$148,723 remaining in deferred inflows recorded in the Nonmajor Governmental Funds, and \$1,058,840 remaining in lease receivables and \$1,032,701 remaining in deferred inflows recorded in the Water and Wastewater Fund.

As of September 30, 2022, expectation of lease receipts through the expiration of all leases is as follows:

	 Lease Principal	Lease Interest	 Totals
2023 2024 2025 2026 2027 2028-2032 2033-2037 2038-2042	\$ 38,722 45,013 50,961 56,914 63,255 432,909 596,622 745,887	\$ 70,911 69,538 67,945 66,155 64,157 282,106 194,953 74,439	\$ 109,633 114,551 118,906 123,069 127,412 715,015 791,575 820,326
Total governmental activities	\$ 2,030,283	\$ 890,204	\$ 2,920,487
	 Lease Principal	 Lease Interest	 Totals
2023 2024 2025 2026 2027 2028-2032 2033-2037 2038-2042 2043-2047 2048-2052	\$ 10,647 12,475 14,412 16,462 18,631 130,263 205,877 304,010 165,638 180,425	\$ 36,894 36,493 36,025 35,488 34,878 162,343 133,334 89,229 46,159 14,310	\$ 47,541 48,968 50,437 51,950 53,509 292,606 339,211 393,239 211,797 194,735
Total business-type activities	\$ 1,058,840	\$ 625,153	\$ 1,683,993

Note 4. Capital Assets

Capital asset activity for the year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Governmental activities: Capital assets not being depreciated or amortized:			. (225.525)		40.040.750
Land Construction in progress Historical/Artwork collections	\$ 38,300,084 8,348,994 45,000	\$ 2,239,311 9,468,881 	\$ (226,626) - -	(11,389,436)	\$ 40,312,769 6,428,439 45,000
Total capital assets not being depreciated or amortized	46,694,078	11,708,192	(226,626)	(11,389,436)	46,786,208
Capital assets being depreciated or amortized: Buildings and improvements Improvements other than buildings Infrastructure Vehicles Machinery and equipment	55,430,861 51,149,127 183,332,227 9,207,657 18,302,556	112,349 858,779 6,812,057 952,969 1,613,017	(599,520) - - - (363,944) (55,592)	- 3,449,256 7,698,991 - 241,189	54,943,690 55,457,162 197,843,275 9,796,682 20,101,170
Total capital assets being depreciated or amortized	317,422,428	10,349,171	(1,019,056)	11,389,436	338,141,979
Less accumulated depreciation/amortization for: Buildings Improvements other than buildings Infrastructure Vehicles Machinery and equipment	(12,662,719) (15,491,684) (75,339,575) (6,688,250) (13,631,590)	(1,107,518) (2,069,342) (5,500,704) (876,865) (1,306,131)	419,950 - - - 320,824 55,592	: : : :	(13,350,287) (17,561,026) (80,840,279) (7,244,291) (14,882,129)
Total accumulated depreciation/amortization	(123,813,818)	(10,860,560)	796,366		(133,878,012)
Total capital assets being depreciated or amortized, net	193,608,610	(511,389)	(222,690)	11,389,436	204,263,967
Governmental activities capital assets, net	\$ 240,302,688	\$ 11,196,803	\$ (449,316)	\$ -	\$ 251,050,175
	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Business-type activities: Capital assets not being depreciated: Land Construction in progress	\$ 5,397,686 8,667,367	\$ 26,028 6,334,264	\$ (10,000)	\$ - (5,936,285)	\$ 5,413,714 9,065,346
Total capital assets not being depreciated	14,065,053	6,360,292	(10,000)	(5,936,285)	14,479,060
Capital assets being depreciated: Water systems Wastewater systems Infrastructure Buildings and improvements Machinery and equipment Vehicles Intangible assets	73,904,274 59,047,105 30,524 7,499,818 876,573 3,218,657 3,047,865	1,782,354 1,670,717 - - 57,538 250,200	(8,247) (127,990) (314,341)	2,800,447 3,024,786 - - 111,052 - -	78,487,075 63,742,608 30,524 7,491,571 917,173 3,154,516 3,047,865
Total capital assets being depreciated	147,624,816	3,760,809	(450,578)	5,936,285	156,871,332
Less accumulated depreciation for: Water systems Wastewater systems Infrastructure Buildings and improvements Machinery and equipment Vehicles Intangible assets Capitalized interest	(20,810,605) (15,728,025) (30,524) (4,275,691) (834,521) (2,291,102) (1,610,368)	(1,569,723) (1,230,636) - (156,605) (32,657) (248,014) (60,05)	- - 5,196 127,990 224,094 -		(22,380,328) (16,958,661) (30,524) (4,427,100) (739,188) (2,315,022) (1,670,433)
Total accumulated depreciation	(45,580,836)	(3,297,700)	357,280		(48,521,256)
Total capital assets being depreciated, net	102,043,980	463,109	(93,298)	5,936,285	108,350,076
Business-type activities capital assets, net	\$ 116,109,033	\$ 6,823,401	\$ (103,298)	\$ -	\$ 122,829,136

Because the City maintains an internal service fund solely for the purpose of servicing business-type activities of the City, capital assets in this schedule are not equal to those reported in the statement of net position for proprietary funds. The net value of capital assets in the Proprietary Vehicle Replacement fund is \$839,495 and is included in the above schedule.

Depreciation and amortization expense was charged to functions/programs as follows:

Governmental activities:		
General government	\$	614,101
Public safety		1,696,443
Public works, which includes the depreciation of general infrastructure assets		7,316,352
Parks and recreation		1,233,664
Total governmental activities depreciation and amortization	\$	10,860,560
	·-	
Business-type activities:		
Water and wastewater	\$	2,974,292
Golf course		64,307
Solid waste disposal and collection		462
Cemetery		10,625
Vehicle replacement fund		248,014
Total business-type activities depreciation	\$	3,297,700

Note 5. Leases Payable

The City has entered into a lease agreement as a lessee. The leases allow the right-to-use assets over the term of the lease. The City is required to make payments at its incremental borrowing rate or the interest rate stated or implied within the leases. The lease rate, term and ending lease liability are as follows:

_	Interest Rate			Lease Term in Years	ling Balance nber 30, 2022
Machinery and equipment	3.46%	\$	465,427	2023-2028	\$ 405,528
Total governmental activities					\$ 405,528

The future principal and interest lease payments as of fiscal year end are as follows:

	 Lease Principal	 Lease Interest	 Totals
2023	\$ 61,973	\$ 14,031	\$ 76,004
2024	64,118	11,887	76,005
2025	66,336	9,668	76,004
2026	68,631	7,373	76,004
2027	71,006	4,999	76,005
2028-2032	 73,464	2,542	76,006
Total governmental activities	\$ 405,528	\$ 50,500	\$ 456,028

The value of the right-to-use leased assets as of the end of the current fiscal year was \$631,520 and had accumulated amortization of \$221,032.

Note 6. Interfund Balances and Transactions

A. Interfund Receivables/Payables

The composition of interfund balances as of September 30, 2022, is as follows:

Receivable Fund	Payable Fund	 Total
General Fund General Fund	Nonmajor Governmental Internal Service Funds	\$ 396,588 155,558
Total		\$ 552,146

The outstanding balances between funds result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. Interfund receivables/payables are recorded between the governmental activities and business type activities in the government wide statement of net position resulting from allocation of interfund charges.

B. Interfund Transfers

Interfund transfers during the year ended September 30, 2022, were as follows:

Transfers Out:	Transfers in:		Amount
Nonmajor Governmental Water & Wastewater Internal Service Funds	General Fund General Fund General Fund	\$	1,570,413 809,810 3,000,000
General Fund Internal Service Funds	Water & Wastewater Water & Wastewater		146,382 1,000,000
Nonmajor Governmental General Fund Nonmajor Enterprise	Nonmajor Enterprise Nonmajor Governmental Nonmajor Governmental		936,630 549,600 1,015,448
Nonmajor Governmental	Nonmajor Governmental		12,093,829
Total		\$	21,122,112

Transfers are used to (1) move revenues collected in the special revenue funds to finance various programs in accordance with budgetary authorizations, (2) move receipts restricted for debt service from the funds collecting the receipts to a debt service fund as debt service payments become due, (3) transfer additional funds to the golf course, (4) pay the water and solid waste utilities' payments in lieu of taxes, (5) transfer excess fund balance from internal service funds to the general fund, (6) and transfer fund balance from special revenue funds to capital projects funds for land purchase. In the government-wide financial statements, interfund transfers are eliminated within the governmental activities column and business-type column, as appropriate.

C. Cost Reimbursements

The cost of the City's central general and administrative services is allocated to the designated special revenue and enterprise funds. These costs are reported as interfund services provided and used rather than interfund transactions and are treated as revenues in the General fund and expenses (expenditures) in the other funds. Interfund services provided and used are "arms-length" transactions between departments or funds that would be treated as revenues, expenditures, or expenses if they were with an external organization. The distinguishing aspects of interfund services provided and used are that each department or fund both gives and receives consideration.

Significant cost reimbursements made to the General Fund during the year were as follows:

Fund	 Amount
Water and Wastewater 4A Corp Special Revenue BCSDC Special Revenue	\$ 1,752,134 366,203 15,450
Municipal Court	37,327
Parks Performance Fund	359,838
Hotel Motel	27,583
Golf Course	125,925
Solid Waste	 305,148
Total	\$ 2,989,608

D. Franchise Fees

The City's enterprise funds, which use the public rights-of-way, pay franchise fees to the General Fund as if they were organizations separate from the City. These fees are not taxes but are compensation to the City for the use of the City's streets and public rights-of-way. These payments are reported as interfund services provided and used rather than interfund transactions and are treated as revenue (reported as franchise fees) in the General Fund and expenses in the enterprise funds. Such fees paid during the year were:

Fund	Amount			
Water and Wastewater Solid Waste	\$ 963,074 265,000			
Total	\$ 1,228,074			

E. Payments in Lieu of Property Taxes

For fiscal year 2022, the Water and Wastewater fund made a \$809,810 payment in lieu of property taxes to the General Fund. The payment is calculated by applying the City's property tax rate to the net book value of the enterprise fund's capital assets and is included in property tax revenue in the General Fund.

Note 7. Long Term Debt and Obligations

The City issues general obligation bonds and certificates of obligation for the purpose of providing funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation are issued for both governmental activities and business-type activities and are direct obligations issued on a pledge of the general taxing power for payment of the debt obligations of the City.

In the current year, the City issued Series 2022 Combination Tax and Revenue Certificates of Obligation in the amount of \$12,340,000, split between the governmental activities and business-type activities. The bonds carry interest rates ranging from 4% to 5% and the proceeds will be used for the construction of improvements and extensions to the City's water and wastewater system, the construction, installation, and equipment of park and recreational improvements in the City, including parking and related infrastructure, the construction, installation, and equipment of public safety facilities in the City, the construction, installation and equipment of City facilities and offices within tax increment revenue zone number two, and paying the legal, fiscal, design, and engineering fees in connection with such projects and the certificates.

In the current year, the City issued Series 2022 General Obligation Bonds in the amount of \$1,365,000. The bonds carry interest rates ranging from 4% to 5% and the proceeds will be used for designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, bridges, thoroughfares and related improvements in the City, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way, and the costs of issuance of the bonds.

Water and sewer revenue bonds are issued for the purpose of financing the acquisition and construction of major capital improvements for the water and sewer system and related facilities secured by a pledge of the net revenues of the water and sewer system.

Long-term debt transactions, including current portion, for the year ended September 30, 2022, are summarized as follows:

	Beginning Balance		Increased		Refunded/ Retired		Ending Balance		Due Within One Year	
Governmental Activities: General Obligation bonds Certificates of obligation Compensated absences Leases payable Premium on debt	\$	46,569,428 40,045,000 7,272,879 465,429 5,704,181	\$	1,365,000 6,730,000 3,030,720 - 675,003	\$	5,337,571 1,905,000 2,783,570 59,901 990,281	\$	42,596,857 44,870,000 7,520,029 405,528 5,388,903	\$	5,590,143 2,205,000 2,617,437 61,973
Governmental activites long-term debt	\$	100,056,917	\$	11,800,723	\$	11,076,323	\$	100,781,317	\$	10,474,553
Business-type activities: General Obligation bonds Certificates of obligation Water & sewer revenue bonds Compensated absences Premium on debt	\$	17,250,572 35,795,000 2,700,000 262,380 2,771,511	\$	- 5,610,000 - 249,950 477,979	\$	2,917,429 1,675,000 205,000 233,991 406,750	\$	14,333,143 39,730,000 2,495,000 278,339 2,842,740	\$	3,009,857 1,925,000 210,000 178,425
Business-type activites long-term debt	\$	58,779,463	\$	6,337,929	\$	5,438,170	\$	59,679,222	\$	5,323,282

Premium on debt is amortized over the life of the debt using the effective interest method.

The City's direct borrowings (leases payable) related to governmental activities are secured with equipment as collateral.

The City's outstanding certificates of obligations related to governmental and business-type activities are secured with property tax revenue.

The revenue bonds are collateralized by the revenue of the combined utility system and the various special funds established by the bond ordinances. The ordinances provide that the revenue of the system is to be used, first, to pay operating and maintenance expenses of the system and, second, to establish and maintain the revenue bond funds. Should the City default on these bonds, any registered owner of the certificates is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring specific performance from the City.

Bonds payable at September 30, 2022, is comprised of the following individual issues:

	Interest Rate %	Issue Date	Maturity Date	Original Issue	Amount Outstanding
Governmental Activities:					
General obligation bonds:					
2012 Series	2.00 - 4.00	5/16/2012	5/16/2032	\$ 5,040,000	\$ 3,575,000
2014 Series	2.00 - 4.00	7/2/2014	3/1/2034	19,558,570	8,821,857
2015 Series	1.00 - 5.00	4/20/2015	3/1/2035	12,150,000	6,655,000
2016 Series	2.00 - 5.00	6/6/2016	3/1/2036	25,135,000	16,995,000
2017 Series	2.50 - 4.00	7/17/2017	3/1/2037	2,155,000	1,760,000
2020 Series	5.00	8/19/2020	3/1/2030	4,445,000	3,425,000
2022 Series	4.00 - 5.00	9/15/2022	3/1/2042	1,365,000	1,365,000
Total general obligation bonds				69,848,570	42,596,857
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	4,620,000	2,815,000
2014 Tax and Revenue	2.00 - 4.00	7/2/2014	3/1/2034	4,685,000	3,270,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	6,565,000	4,885,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	3,855,000	2,995,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	2,810,000	2,270,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	13,745,000	11,865,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2039	7,415,000	6,755,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	3,560,000	3,285,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	6,730,000	6,730,000
Total certificates of obligation				53,985,000	44,870,000
Total governmental activites				123,833,570	87,466,857
Business-type Activities					
General obligation bonds:					
2014 Golf Course Refunding	2.00 - 4.00	7/2/2014	3/1/2034	3,006,430	1,063,143
2015 Water & Sewer Refunding	1.00 - 5.00	4/20/2015	3/1/2035	10,730,000	4,615,000
2016 Water & Sewer Refunding	2.00 - 5.00	6/6/2016	3/1/2036	4,435,000	1,640,000
2021 Water & Sewer Refunding	0.96	7/21/2021	3/1/2031	8,345,000	7,015,000
Total general obligation bonds				26,516,430	14,333,143
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	2,160,000	1,315,000
2014 Tax and Revenue	2.00 - 4.00	7/2/2014	3/1/2034	5,480,000	3,815,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	4,855,000	3,605,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	5,750,000	4,465,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	7,400,000	5,990,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	8,135,000	7,020,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2038	4,470,000	4,070,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	4,090,000	3,840,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	5,610,000	5,610,000
Total certificates of obligation				47,950,000	39,730,000
Water and sewer revenue bonds					
2012 Improvement	2.00 - 4.00	4/15/2012	3/1/2032	4,300,000	2,495,000
Total water and sewer revenue bonds				4,300,000	2,495,000
Total business-type activities				\$ 78,766,430	\$ 56,558,143

The annual requirements to amortize all debt outstanding as of September 20, 2022, are as follows:

	 Governmental Activities										
Year Ending September 30,	 General Obligation		GO Interest		Certificate of Obligation		CO Interest		Leases Payable	F	Leases Payable nterest
2023	\$ 5,590,143	\$	1,736,488	\$	2,205,000	\$	1,690,993	\$	61,973	\$	14,031
2024	5,826,428		1,504,834		2,275,000		1,609,625		64,118		11,887
2025	6,205,286		1,261,337		2,375,000		1,510,163		66,336		9,669
2026	4,860,000		1,017,606		2,490,000		1,406,994		68,631		7,373
2027	4,480,000		791,631		2,585,000		1,300,853		71,006		4,999
2028-2032	10,625,000		1,957,007		14,480,000		4,813,056		73,464		2,542
2033-2037	4,545,000		412,209		13,580,000		1,973,663		-		-
2038-2042	 465,000	_	47,900		4,880,000		303,275		-		
Total	\$ 42,596,857	\$	8,729,012	\$	44,870,000	\$	14,608,621	\$	405,528	\$	50,501

	Business-Type Activities										
Year Ending September 30,	General Obligation		GO Interest		Certificate CO of Obligation Interest		W	Vater and Vastewater Venue Bonds	Wa	ater and astewater Interest	
2023 2024 2025 2026 2027 2028-2032 2033-2037 2038-2042	\$ 3,009,857 3,093,572 2,759,714 1,940,000 1,450,000 2,080,000	\$	367,942 276,776 183,855 105,618 53,289 42,017	\$	1,925,000 2,005,000 2,085,000 2,180,000 2,275,000 12,835,000 12,490,000 3,935,000	\$	1,503,142 1,431,725 1,343,219 1,251,794 1,158,397 4,306,469 1,702,431 251,975	\$	210,000 220,000 225,000 235,000 240,000 1,365,000	\$	90,100 83,650 76,975 68,900 59,400 141,100
Total	\$ 14,333,143	\$	1,029,497	\$	39,730,000	\$	12,949,152	\$	2,495,000	\$	520,125

The ordinances authorizing the issuance of Water and Sewer serial bonds created the revenue bond debt service and retirement funds. The gross revenues of the waterworks system, after deduction of reasonable expenses of operation and maintenance, are pledged to such funds in amounts equal to the total annual principal and interest requirements of the bonds and amounts required to maintain the revenue bond and emergency funds. At September 30, 2022, the minimum amount required by the ordinances for the revenue bond debt service and retirement funds had been accumulated.

The revenue bond ordinances also require that the City charge for services sufficient to produce net revenues, as defined, in an amount not less than 1.25 times the average annual principal and interest requirement. At September 30, 2022, this requirement had been met.

The ordinance authorizing the issuance of General Obligation Bonds created the Debt Service Fund. All taxes levied and collected for an on account of said bonds are pledged to the Debt Service Fund in amounts authorized by the City Council, but never less than annual maturing interest and principal requirements with the provision that the principal portion will never be less than 2% of the outstanding principal amount. At September 30, 2022, this requirement had been met.

Compensated absences are typically liquidated by the fund to which they relate.

Note 8. Water and Sewer Contract

On July 19, 2010, the City entered into a contract with the City of Fort Worth, Texas, for the purchase of treated water to be effective January 1, 2011, and to expire on September 30, 2031. This contract requires the City to pay varying amounts based on annual consumption rates established under the terms of the contract. During fiscal year 2022, the City purchased \$5,134,033 of treated water under the terms of this contract.

In 1987, the City entered a contract with the City of Fort Worth, Texas, for the transportation, treatment, and disposal of sanitary sewage. Under the terms of the contract, the City is required to make payments for sewage actually discharged based on rates and charges determined on an annual basis under the terms of the contract. During fiscal year 2022, the City paid \$2,938,206 for the treatment and disposal of sanitary sewage under the terms of this contract.

Note 9. Employees' Retirement System

Texas Municipal Retirement System

Plan Description. The City participates as one of 901 plans in the defined benefit cash balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of the System with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Annual Comprehensive Financial Report (ACFR) that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided. TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the Member's benefit is calculated based on the sum of the Member's contributions, with interest, and the city-financed monetary credits with interest. The retiring Member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total Member contributions and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS and within the actuarial constraints also in the statutes. Plan provisions for the City are as follows:

Employee deposit rate
Matching ratio (city to employee)
Years required for vesting
Service retirement eligibility

Updated service credit Annuity increase to retirees 7%
2 to 1
5
20 years to any age,
5 years at age 60 and above
100% Repeating,
Transfers
70% of CPI

Repeating

Employees Covered by Benefit Terms. At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently recieveing benefits	180
Inactive employees entitled to but not yet receiving benefits	188
Active employees	369
Total	737

Contributions. The contribution rates for employees in TMRS are either 5%, 6%, or 7% of the Member's total compensation, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 16.16% and 16.64% in calendar years 2021 and 2022, respectively. The City's contributions to TMRS for the year ended September 30, 2022, were \$4,955,929.

Net Pension Liability. The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Within the governmental activities, the General Fund generally liquidates the net pension liability. In the business-type activities, the net pension liability is liquidated by the Utility Fund.

Actuarial Assumptions. The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation 2.5% per year

Overall payroll growth 3.50% to 11.50% including inflation

Investment Rate of Return 6.75%

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4- year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2109 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2022 are summarized in the following table:

Target Allocation	Long-Term Expected Real Rate if Return (Arithmetic)
35.00%	7.55%
6.00%	2.00%
20.00%	5.68%
12.00%	7.22%
12.00%	6.85%
5.00%	5.35%
10.00%	10.00%
100.00%	
	Allocation 35.00% 6.00% 20.00% 12.00% 12.00% 5.00% 10.00%

Discount Rate. The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	Increase (Decrease)								
		Total Pension Liability (a)		Plan Fiduciary Net Position (b)		Net Pension Liability (a) - (b)			
Balance at 12/31/2020 Changes for the year:	\$	121,662,695	\$	103,522,046	\$	18,140,649			
Service cost		5,012,736		-		5,012,736			
Interest		8,224,864		-		8,224,864			
Difference between expected and actual experience Changes of assumptions		2,834,678		- -		2,834,678			
Contributions - employer		_		4,434,554		(4,434,554)			
Contributions - employee		_		1,936,487		(1,936,487)			
Net investment income		-		13,511,620		(13,511,620)			
Benefit payments, including refunds of employee contributions Administrative expense		(4,638,440) -		(4,638,440) (62,444)		- 62,444			
Other changes		_	-	428		(428)			
Net changes		11,433,838		15,182,205		(3,748,367)			
Balance at 12/31/2021	\$	133,096,533	\$	118,704,251	\$	14,392,282			

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	19	6 Decrease in		Discount		1% Decrease in			
	Discou	Discount Rate (5.75%)		Rate (6.75%)		unt Rate (7.75%)			
City's net pension liability	\$	35,424,800	\$	14,392,282	\$	(2,637,497)			

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position, by Participating City. That report may be obtained at www.tmrs.com.

Pension Expense and Deferred Outflows and Inflows of Resources and Deferred Inflows of Resources Related to Pensions. For the year ended September 30, 2022, the City recognized pension expense of \$3,250,252. At September 30, 2022, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources			erred Inflows Resources
Differences between expected and actual economic				
experience	\$	3,447,479	\$	-
Changes in actuarial assumptions		138,729		-
Difference between projected and actual Investment earnings		_		6,921,769
Contributions subsequent to the measurment date		3,685,937		<u> </u>
Total	\$	7,272,145	\$	6,921,769

\$3,685,937 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2022 (i.e. recognized in the City's financial statements for the year ended September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

Year Ending	
September 30,	Amount
2023	\$ (182,609)
2024	(1,788,886)
2025	(573,568)
2026	(790,498)
2027	-
Thereafter	-

Note 10. Other Post-Employment Benefit Plans

A. TMRS Supplemental Death Benefits Fund

Plan Description. The City participates in a single employer, defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF) administered by the Texas Municipal Retirement System (TMRS). The SDBF covers both active and retiree benefits with no segregation of assets, and therefore doesn't meet the definition of a trust under GASB No. 75 (i.e., no assets are accumulated for OPEB) and as such the SDBF is considered to be an unfunded OPEB plan.

The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The city may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Benefits Provided. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and is a fixed amount of \$7,500.

Employees Covered by Benefit Terms. At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently recieveing benefits	130
Inactive employees entitled to but not yet receiving benefits	58
Active employees	369
Total	557

Total OPEB Liability. The City's total OPEB liability of \$1,223,599 was measured as of December 31, 2021, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total OPEB liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement, unless otherwise specified:

Inflation rate 2.50% per annum

Discount rate 1.84%

Projected salary increase 3.50% to 11.50% including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables and due to the size of the City, rates are multiplied by an additional factor of 100%. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees is used with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor. Mortality rates for pre-retirement were based on the PUB(10) mortality tables, with the Public Safety table used for males and General Employee table used for females. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements.

Discount Rate. The discount rate was to measure the total OPEB liability was 1.84%. The discount rate was based on Fidelity Index's "20-Year Municipal GO AA Index" rate as of the measurement date.

Discount Rate Sensitivity Analysis. The following presents the total OPEB liability of the City, calculated using the discount rate of 1.84%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage-point lower (0.84%) or 1-percentage-point higher (2.84%) than the current rate:

	1%	Decrease in	Discount		1% Decrease in		
	Discou	nt Rate (0.84%)	Rate (1.84%)		Discount Rate (2.84%)		
		_		_			
Total OPEB Liability	\$	1,540,462	\$	1,223,599	\$	984,964	

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB. For the year ended September 30, 2022, the City recognized OPEB expense of \$143,032. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

Changes in the Total OPEB Liability

		Total OPEB Liability			
Balance at 12/31/2020 Changes for the year:	\$	1,121,124			
Service cost		71,927			
Interest	23,003				
Difference between expected and	·				
actual experience		(21,562)			
Changes of assumptions		42,939			
Benefit payments		(13,832)			
Net changes		102,475			
Balance at 12/31/2021	\$	1,223,599			

At September 30, 2022, the City reported deferred outflows and inflows of resources related to other post-employment benefits from the following sources:

		red Outflows Resources	Deferred Inflows of Resources	
Differences between expected and actual economic experience Changes in actuarial assumptions Contributions subsequent to the measurment date	\$	- 254,247 11,169	\$	36,754 22,977 -
Total	_ \$	265,416	\$	59,731

\$11,169 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the measurement year ending December 31, 2022 (i.e. recognized in the City's financial statements for the year ended September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30,	Amount			
2023	\$	48,102		
2024		45,210		
2025		42,130		
2026		38,448		
2027		18,946		
Thereafter		1,680		

B. Post-Retirement Healthcare Benefits

Plan Description. The City offers its retired employees health insurance benefits through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and it has the authority to establish and amend the benefit terms and financing arrangements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits Provided. To be eligible for this employer-provided subsidy, a participant much be at least age fifty-eight (58) and have at least twenty (20) or more years of service with the City. Eligible retirees may elect coverage that will include the same healthcare options offered to regular full-time employees at the same cost that the City pays for active employees. Retirees pay the same rate for coverage as employees pay if they are electing dependent coverage. Benefits commence at the first of the month following the day of retirement if the employee elects retiree or dependent coverage (at retiree's cost).

If an active employee passes away, the spouse and dependents will become eligible for retiree coverage if (1) the employee was eligible for retirement as defined by TMRS; and (2) the employee had dependent coverage at the time of death. The surviving spouse will continue to receive the benefits of the retiree health insurance program, at the rate charged for retiree only. If dependent children are already on the plan at the time of the retiree's death, the spouse may continue to cover the children (at retiree's spouse's cost).

Retirees are eligible for medical and prescription insurance until they become Medicare eligible. Since retirees pay the full premium for all other OPEB benefits (dental and vision), no liability is included in this valuation as no implicit subsidy exists for these benefits.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently recieveing benefits	9
Active employees	9
Total	379

Actuarial Assumptions. The Total OPEB Liability in the October 1, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate 2.50% per annum Salary increases 2.50% per annum

Discount rate 4.77%

Actuarial cost method Entry Age Normal Method

Healthcare cost trend rates 7.10% initial medical trend rate for pre-65

retirees decreasing to an ultimate rate of

4.14% in the year 2041

Mortality rates were updated and are based upon the sex distinct PUB 2010 general employee mortality table with mortality improvement scale MP-2021. Per capita costs for Pre-65 retirees were derived based upon the fully insured rates on a retiree-only experience basis. Medicare eligible retirees are assumed to rescind the City's plan and take Medicare coverage. Any Medicare Part D subsidy was not reflected in the estimate. The participation rate for future retirees is based upon years of service at retirement. Any participant that retires prior to age 50 is assumed to waive the City's healthcare plan. For any future retiree assumed to elect retiree healthcare, their spouse is assumed to waive coverage. 40% of retirees are assumed to drop coverage at the time the employer subsidy ends. The per capita claims costs include a 7% load for administrative expenses and a 10% load for stop loss premiums where both are assumed to escalate with the healthcare trend rates each year.

Discount Rate. The discount rate of 4.77% is based upon the yield of 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The other financial assumptions for long-term inflation, payroll growth, and salary scale were taken from the TMRS actuary study. The per capita claims costs and how these costs are expected to escalate in the future were set by IPS Advisors who develop the funding rates.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.77%) in measuring the Total OPEB Liability.

	1%	1% Decrease in		Discount		1% Decrease in		
	Discou	nt Rate (3.77%)	Rate (4.77%)		Discount Rate (5.77%			
		<u>. </u>	·	_	·-	_		
Total OPEB Liability	\$	4,882,085	\$	4,491,311	\$	4,139,039		

Healthcare Cost Trend Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the healthcare cost trend rate used was 1% less than and 1% greater than the rate that was used (7.10%) in measuring the Total OPEB Liability.

	1%	1% Decrease in Rate		Healthcare Cost Trend Rate		1% Increase in Rate		
Total OPEB Liability	\$	4,017,550	\$	4,491,311	\$	5,052,734		

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources Related to OPEBs. At September 30, 2022, the City reported a liability of \$4,491,311 for its Total OPEB Liability for this plan. The Total OPEB Liability was determined by an actuarial valuation as of October 1, 2021. For the year ended September 30, 2022, the City recognized OPEB expense of \$414,978. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

		Total OPEB Liability		
Balance at 9/30/2021 Changes for the year:	\$	4,746,097		
Service cost		221,336		
Interest	107,463			
Difference between expected and actual experience Changes of assumptions Benefit payments		(552,588) (45,996) 14,999		
Net changes		(254,786)		
Balance at 9/30/2022	\$	4,491,311		

At September 30, 2022, the City reported deferred outflows and inflows of resources related to this OPEB plan from the following sources:

	red Outflows Resources	 erred Inflows Resources
Differences between expected and actual economic experience Changes in actuarial assumptions	\$ 221,706 405,138	\$ 483,514 112,659
Total	\$ 626,844	\$ 596,173

Amounts reported as deferred outflows and inflows of resources related to this OPEB plan will be recognized in OPEB expense as follows:

For the Year	
Ended September 30,	 Amount
2023	\$ 86,180
2024	86,180
2025	49,542
2026	1,265
2027	(76,122)
Thereafter	(116,374)

Note 11. Deferred Compensation Plan

The City participates in a deferred compensation plan which falls under Internal Revenue Code Section 457. Virtually all employees are eligible to participate in the plan. The deferred compensation plan allows the deferral of individual federal income taxes until funds are withdrawn. Funds may be withdrawn at termination, retirement, death or unforeseeable emergency. During the fiscal year 2022, employers or employees through salary reductions may contribute up to the limit of \$20,500 compensation on behalf of the participant under this plan. Employees age 50 or older may contribute up to an additional \$6,500, for a total of \$27,000. Employees taking advantage of the special pre-retirement catch-up may be eligible to contribute up to double the normal limit, for a total of \$41,000. In accordance with GASB 97, the plan is not recorded in the City's financial statements.

Note 12. Commitments and Contingencies

A. Contingencies

The City is a defendant in certain pending litigation. In the opinion of management, the potential claims against the City not covered by insurance would not materially affect the financial statements of the City.

The City has participated in a number of state and federally assisted grant programs. These programs were subject to financial and compliance audits by the grantors or their representatives, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits it not believed to be material.

B. Construction Commitments

The City has active construction projects as of September 30, 2022. At year-end the City has \$8,052,862 of outstanding construction commitments.

C. Encumbrances

Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At year-end, the encumbrances expected to be honored upon performance by the vendor in the next year were as follows:

_Fund		Amount			
General	\$	961,803			
Bond-Funded capital projects		4,486,851			
COVID relief grants		2,094,067			
Nonmajor governmental		9,098,273			
Water & wastewater		3,117,104			
Nonmajor enterprise		568,416			
Internal service funds		1,739,283			
		_			
Total	_ \$	22,065,797			

Note 13. Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; injuries to employees and natural disasters. The City has purchased commercial insurance to cover these general liabilities from the Texas Municipal League, a non-public entity risk pool. As an insured, the City is not obligated to reimburse the pool for losses. The TML risk pool is self-sustaining through annual member premiums and stop loss reinsurance coverage through various commercial insurers for excess claims. There were no significant reductions in coverage in the past fiscal year and there were no settlements exceeding insurance coverage in each of the past three fiscal years. Any losses reported, but unsettled or incurred and not reported, are believed to be insignificant to the City's financial statements.

The City offers health coverage to its employees and retirees in a managed care plan administered by United Health Care and funded by the City with both employee and City contributions. The City retains risk for up to \$125,000 per covered enrollee per year and up to \$1,369,818 per period benefit, and transfers risk in excess of these amounts to a reinsurer. The City's operating funds are charged with premiums for coverage provided by the Human Resources department based on approved annual budgets with adjustments based on estimates of the amounts needed to pay prior and current year claims. These interfund premiums are used to reduce the amount of actual expenditures.

Note 14. Tax Abatements

The City enters into economic development agreements subject to the Burleson Economic Development Incentives Program adopted in 1993. Abatement incentives are provided in accordance with Chapter 312 of the Texas Tax Code.

- For the fiscal year ended September 30, 2022, the property tax abatement agreement with Jam Real Property provides a 75% tax abatement for 7 years, beginning in 2018 for development of a restaurant distribution facility. In fiscal year 2022, this agreement resulted in abated property taxes of \$5,948.
- For the fiscal year ended September 30, 2022, there was one property tax abatement agreement in place. The agreement with McLane Burleson Properties provides a 80% tax abatement for 10 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2022, this agreement resulted in abated property taxes of \$135,817.
- For the fiscal year ended September 30, 2022, there was one property tax abatement agreement in place. The agreement with Golden State Foods provides a 75% tax abatement for 7 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2022, this agreement resulted in abated property taxes of \$474,207.

Other incentives are provided according to Chapter 380 of the Texas Local Government Code. These consist of incentives tied to a percentage of property taxes paid, a percentage of sales taxes generated, or some other metric such as employment. The agreements are presented here in aggregate.

- Property tax rebate incentives \$792,231.
- Sales tax rebate incentives \$84,393.
- Grant payments for meeting other performance targets \$544,667.

Note 15. Subsequent Events

On October 2017, City of Burleson approved a cost participation agreement with the City for Fort Worth for a sewer relief line. This cost participation agreement allows the City of Burleson to increase capacity for future growth. Subsequent to September 30, 2022, the City of Burleson paid the City of Fort Worth \$12,681,217 in accordance with the agreement.



Required Sup	plementary	Information
	_	



City of Burleson, Texas General Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

						Variance -	
	Budgeted Amounts		Actual Amounts		Positive		
		Original		Final		GAAP Basis	(Negative)
REVENUES							
Property taxes	\$	22,568,177	\$	22,568,177	\$	22,995,972	\$ 427,795
Sales taxes		12,414,500		12,414,500		14,100,029	1,685,529
Franchise fees		3,400,000		3,400,000		3,743,615	343,615
Licenses and permits		1,918,500		1,918,500		1,421,318	(497,182)
Intergovernmental		775,127		775,127		755,523	(19,604)
Charges for services		3,113,448		3,113,448		3,149,498	36,050
Fines and forfeitures		1,081,500		1,081,500		877,635	(203,865)
Investment income (loss)		300,000		300,000		(120,108)	(420,108)
Miscellaneous		1,120,680		1,120,680		1,052,571	(68,109)
Total revenues		46,691,932		46,691,932		47,976,053	1,284,121
EXPENDITURES							
General government:							
City Council		107,516		107,516		111,978	(4,462)
City Manager's office		840,647		840,647		879,074	(38,427)
Legal		432,962		432,962		516,327	(83,365)
Communications		727,577		728,877		667,656	61,221
City Secretary's office		789,532		804,532		728,919	75,613
Records management		115,449		115,449		102,181	13,268
Judicial		108,853		108,853		120,075	(11,222)
Human resources		951,260		964,953		920,848	44,105
Burleson university		13,693		-		-	-
Finance		1,661,154		1,678,310		1,654,419	23,891
Tax		400,648		383,492		383,492	-
Purchasing		308,875		307,575		305,618	1,957
Non-Departmental		227,378		68,578		653,797	(585,219)
Total general government		6,685,544		6,541,744		7,044,385	(502,641)
Public safety:							
Police		14,556,137		14,682,839		15,091,248	(408,409)
Fire		9,161,400		9,220,433		8,526,523	693,910
Fire prevention		800,800		800,800		874,331	(73,531)
Emergency services		236,792		236,792		203,700	33,092
Municipal court		370,045		370,045		376,477	(6,432)
Dispatch services		2,075,368		2,075,368		2,091,990	(16,622)
Marshals service		368,059		368,059		363,332	4,727
Total public safety		27,568,601		27,754,336		27,527,601	226,735
Public works:							
Public works administration		960,718		964,527		1,034,737	(70,210)
Street drainage maintenance		555,463		555,463		577,022	(21,559)
Streets pavement maintenance		3,337,708		3,289,108		2,770,241	518,867
Traffic control maintenance		635,385		635,385		527,867	107,518
Engineering/capital		244,354		255,832		183,860	71,972
Engineering/development		1,281,359		1,351,442		1,188,523	162,919
Facilities maintenance		894,000		894,000		835,517	58,483
Total public works		7,908,987		7,945,757		7,117,767	827,990

Exhibit D-1 (Page 2 of 2)

City of Burleson, Texas General Fund Budgetary Comparison Schedule - Continued For the Year Ended September 30, 2022

	Budgeted Amounts				Actual Amounts		Variance - Positive	
	Original		Final		GAAP Basis		(Negative)	
Neighborhood services:		<u> </u>						
Neighborhood services	\$	285,695	\$	285,695	\$	236,128	\$	49,567
Environmental services		360,960		355,360		320,898		34,462
Animal services		578,395		601,795		585,105		16,690
Code enforcement		391,968		374,143		373,865		278
Total neighborhood services		1,617,018		1,616,993		1,515,995		100,998
Community development:								
Building inspections		1,012,456		1,012,456		921,549		90,907
Economic development		800,000		800,000		876,654		(76,654)
Community development		475,958		541,194		467,096		74,098
Development services		323,406		347,906		344,790		3,116
Total community development		2,611,820		2,701,556		2,610,089		91,467
Parks and recreation:								
Parks		1,482,160		1,487,760		1,599,041		(111,281)
Parks and recreation administration		258,861		258,861		251,952		6,909
Recreation		79,379		79,379		67,652		11,727
Total parks and recreation		1,820,400		1,826,000		1,918,645		(92,645)
Library:								
Senior citizens center		203,697		203,697		186,126		17,571
Library		1,157,987		1,168,543		1,154,830	-	13,713
Total Library		1,361,684		1,372,240		1,340,956		31,284
Total expenditures		49,574,054		49,758,626		49,075,438		775,833
EXCESS (DEFICIENCY) OF								
REVENUES OVER (UNDER) EXPENDITURES		(2,882,122)		(3,066,694)		(1,099,385)		2,059,954
OTHER FINANCING SOURCES (USES)								
Transfers in		913,010		3,913,010		5,380,223		(1,467,213)
Transfers out		(463,602)		(513,202)		(695,982)		182,780
Total other financing sources (uses)		449,408		3,399,808		4,684,241		(1,284,433)
NET CHANGE IN FUND BALANCE		(2,432,714)		333,114		3,584,856		775,521
FUND BALANCES - BEGINNING		18,339,309		18,339,309		18,339,309		
FUND BALANCES - ENDING	\$	15,906,595	\$	18,672,423	\$	21,924,165	\$	775,521

City of Burleson, Texas

Notes to Required Supplementary Information Budgetary Schedule For the Year Ended September 30, 2022

BUDGETARY INFORMATION - The City follows these procedures annually in establishing the budgetary data reflected in the budgetary comparison schedules:

- 1. The City Manager submits to the City Council a proposed budget for the fiscal year commencing the following October 1st. The budget includes proposed expenditures and the means of financing them.
- 2. The City Council reviews the proposed budget at specially scheduled sessions, which are open to the public. The Council also conducts a public hearing on the proposed budget to obtain comments from interested persons.
- 3. Prior to October 1st, the budget is legally adopted through passage of an ordinance. This budget is reported as the Original Budget in the budgetary comparison schedules.
- 4. During the fiscal year, changes to the adopted budget may be authorized as follows:
 - a. Items requiring City Council action appropriation of fund balance commitments; transfers of appropriations between funds; transfers between departments within funds; new interfund loans or advances; and creation of new capital projects or increases to existing capital projects.
 - b. Items delegated to the City Manager transfers within departments.
- 5. Annual budget is legally adopted and amended as required for the General Fund, the following special revenue funds: the BCSDC Special Revenue Fund, the 4A Corp Special Revenue Fund, the Parks Performance Fund, the Hotel/Motel Fund, the TIF 2&3 Fund, and the Municipal Court Fund. Project-length budgets are adopted for the capital project funds. All budgets are prepared on a budgetary basis, and budgetary comparisons for the general and major special revenue funds are presented on this basis in the required supplementary information. A debt service payment schedule for the debt service funds is also approved as part of the budget process. The budget is based on the modified accrual basis of accounting with the exception of certain non-cash expenditure accruals, which are not budgeted.
- 6. Budget amounts are reflected after all authorized amendments and revisions. This budget is reported as the Final Budget in the budgetary comparison schedules.
- 7. For each legally adopted operating budget, expenditures should not exceed budgeted appropriations at the fund level. Encumbrance accounting, under which purchase orders, contracts, and the other commitments are recorded to reserve the applicable appropriations, is employed in governmental funds. The City does, however, honor the contracts represented by year-end encumbrances and the subsequent year's appropriations provide authority to complete these transactions.

Schedule of Changes in Net Pension Liability and Related Ratios - Texas Municipal Retirement System For the Year Ended September 30, 2022

Plan Year	2014	 2015
A. Total Pension Liability Service Cost Interest (on the Total Pension Liability) Difference between expected and actual experience Change of assumptions Benefit payments, including refunds of employee contributions	\$ 2,909,890 4,907,692 (42,330) - (2,232,107)	\$ 3,299,052 5,311,694 96,222 (200,754) (2,164,637)
Net change in total pension liability	5,543,145	6,341,577
Total pension liability - beginning	 69,770,993	 75,314,138
Total pension liability - ending (a)	 75,314,138	 81,655,715
B. Plan Fiduciary Net Position Contributions - employer Contributions - employee Net investment income Benefit payments, including refunds of employee contributions Administrative expenses Other	\$ 2,850,708 1,288,039 3,172,873 (2,232,107) (33,119) (2,723)	\$ 2,973,435 1,364,856 89,281 (2,164,637) (54,372) (2,684)
Net change in plan fiduciary net position	5,043,671	2,205,879
Plan fiduciary net position - beginning	55,452,334	 60,496,005
Plan fiduciary net position - ending (b)	 60,496,005	 62,701,884
C. Net Pension Liability - Ending (a) - (b)	\$ 14,818,133	\$ 18,953,831
D. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	80.32%	76.79%
E. Covered Payroll	\$ 18,400,559	\$ 19,497,945
F. Net Pension Liability as a Percentage of Covered Payroll	80.53%	97.21%

Notes to Schedule:

10 years of information is required to be provided in this schedule, but information prior to 2014 is not available.

 2016	2017	 2018	 2019	 2020	 2021
\$ 3,628,862 5,536,081 324,293 - (2,908,249)	\$ 3,745,062 5,991,443 34,315 - (2,694,216)	\$ 3,887,921 6,464,469 37,485 - (2,974,711)	\$ 4,309,779 6,966,885 658,640 364,920 (3,340,504)	\$ 4,785,763 7,567,698 1,555,110 - (3,934,066)	\$ 5,012,736 8,224,864 2,834,678 - (4,638,440)
6,580,987	7,076,604	7,415,164	8,959,720	9,974,505	11,433,838
 81,655,715	 88,236,702	 95,313,306	 102,728,470	 111,688,190	 121,662,695
 88,236,702	 95,313,306	 102,728,470	 111,688,190	 121,662,695	 133,096,533
\$ 3,195,301 1,459,887 4,240,199 (2,908,249) (47,857) (2,578)	\$ 3,326,528 1,510,106 9,518,399 (2,694,216) (49,301) (2,499)	\$ 3,446,107 1,565,006 (2,405,770) (2,974,711) (46,457) (2,430)	\$ 3,812,900 1,732,309 12,355,867 (3,340,504) (69,735) (2,096)	\$ 4,144,156 1,875,187 7,166,812 (3,934,066) (46,326) (1,807)	\$ 4,434,554 1,936,487 13,511,620 (4,638,440) (62,444) 428
5,936,703	11,609,017	(418,255)	14,488,741	9,203,956	15,182,205
 62,701,884	 68,638,587	 80,247,604	79,829,349	 94,318,090	 103,522,046
 68,638,587	 80,247,604	 79,829,349	 94,318,090	 103,522,046	 118,704,251
\$ 19,598,115	\$ 15,065,702	\$ 22,899,121	\$ 17,370,100	\$ 18,140,649	\$ 14,392,282
77.79%	84.19%	77.71%	84.45%	85.09%	89.19%
\$ 20,855,530	\$ 21,572,943	\$ 22,357,225	\$ 24,697,874	\$ 26,780,992	\$ 27,664,104
93.97%	69.84%	102.42%	70.33%	67.74%	52.03%

Schedule of Pension Contributions Texas Municipal Retirement System For The Year Ended September 30, 2022

Fiscal Year	2014	2015
Actuarial determined contribution	\$ 2,801,196	\$ 2,929,061
Contributions in relation to the actuarially determined contribution	2,801,196	2,929,061
Contribution deficiency (excess)	-	-
Covered payroll	\$ 18,190,435	\$ 19,127,256
Contributions as a percentage of covered payroll	15.40%	15.31%

Notes to Schedule:

Valuation Date Actuarially determined contribution rates are calculated as of

December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method Entry Age Normal

Amortization Method Level Percentage of Payroll, Closed

Remaining Amortization

Period 24 years (longest amortization ladder)
Asset Valuation Method 10 Year smoothed market; 12% soft corridor

Inflation 2.50%

Salary Increases 3.50% to 11.50% including inflation

Investment Rate of Return 6.75%

Retirement Age Experience-based table of rates that are specific to the City's plan of benefits. Last

updated for the 2019 valuation pursuant to an experience study of the period 2014-

2018.

Mortality Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are

projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale

UMP.

Other Information There were no benefit changes during the year.

10 years of information is required to be provided in this schedule, but

information prior to 2014 is not available

Exhibit D-3

2016	2017	2018	2019	2020	2021	2022
\$ 3,290,623	\$ 3,270,142	\$ 3,413,058	\$ 3,710,515	\$ 4,023,849	\$ 4,144,156	\$ 4,434,554
3,290,623	3,270,142	3,413,058	3,710,515	4,023,849	4,144,156	4,955,929
-	-	-	-	-	-	(521,375)
\$ 21,503,209	\$ 21,235,212	\$ 21,235,212	\$ 24,033,514	\$ 26,033,943	\$ 26,780,992	\$ 27,664,104
15.30%	15.40%	16.07%	15.44%	15.46%	15.47%	17.91%

Exhibit D-4

Schedule of Changes In Total OPEB Liability and Related Ratios - Texas Municipal Retirement System – Supplemental Death Benefits Fund For the Year Ended September 30, 2022

Plan Year Ended December 31,	2017	2018	2019	2020	2021
A. Total OPEB Liability					
Service Cost Interest (on the Total OPEB Liability) Difference between expected	\$ 32,359 22,672	\$ 40,243 23,726	\$ 37,047 26,040	\$ 53,562 24,950	\$ 71,927 23,003
and actual experience Change of assumptions Benefit payments, including refunds	- 62,411	(15,410) (57,141)	(17,286) 156,463	(4,333) 169,132	(21,562) 42,939
of employee contributions	(4,315)	(4,471)	(4,940)	(5,356)	(13,832)
Net change in total OPEB liability	113,127	(13,053)	197,324	237,955	102,475
Total OPEB liability - beginning	585,771	698,898	685,845	883,169	1,121,124
Total OPEB liability - ending	698,898	685,845	883,169	1,121,124	1,223,599
B. Covered Payroll	\$ 21,572,943	\$ 22,357,225	\$ 24,697,874	\$ 26,780,992	\$ 27,664,104
C. Total OPEB Liability as a Percentage of Covered Payroll	3.24%	3.07%	3.58%	4.19%	4.42%

Notes to Schedule:

This schedule is required to have 10 years of information, but information prior to 2017 is not available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

Exhibit D-5

City of Burleson, Texas Schedule of Changes In Total OPEB Liability and Related Ratios - Retiree Health Care Benefit Plan For the Year Ended September 30, 2022

Measurement Date September 30,	2018	2019	2020	2021	2022
A. Total OPEB Liability					
Service Cost Interest (on the Total OPEB Liability) Difference between expected	\$ 148,455 118,786	\$ 152,883 128,811	\$ 152,373 139,215	\$ 214,854 101,983	\$ 221,335 107,463
and actual experience Change of assumptions Benefit payments	326,732 256,399 (83,018)	- 52,121 (42,529)	141,692 541,708 	(102,528) (37,819)	(552,588) (45,996) 14,999
Net change in total OPEB liability	767,354	291,286	974,988	176,490	(254,787)
Total OPEB liability - beginning	2,535,980	3,303,334	3,594,620	4,569,608	4,746,098
Total OPEB liability - ending	3,303,334	3,594,620	4,569,608	4,746,098	4,491,311
B. Covered-Employee Payroll	\$ 18,416,233	\$ 22,342,123	\$ 22,779,945	\$ 26,486,753	\$ 27,030,000
C. Total OPEB Liability as a Percentage of Covered-Employee Payroll	17.94%	16.09%	20.06%	17.92%	16.62%

Notes to Schedule:

No assets are accumulated in a trust for the retiree health care plan to pay related benefits that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

This schedule is required to have 10 years of information, but information prior to 2018 is not available.



Other Supplementary Information



Combining Financial Statements Nonmajor Governmental Funds

Special Revenue Funds

Special Revenue Funds are used by the City to account for revenues derived from specific taxes, fees, donations, and grants which are designated to finance particular functions or activities of the City. The City has eight nonmajor special revenue funds which include:

The **BCSDC Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson Community Services Development Corporation.

The **4A Corp Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson 4A Economic Development Corporation.

The **Parks Performance Special Revenue Fund** is used to account for the operation of the City's recreational facilities that derive a large portion of their support from user fees. These include the Burleson Recreation Center, Chisenhall Fields and Hidden Creek Softball Complex.

The **Hotel/Motel Tax Fund** – This fund is used to account for the receipts and allocation of the City's 7% room occupancy tax imposed on the rental of hotel/motel rooms located within the corporate city limits and extraterritorial jurisdiction of the City. These funds are used to promote tourism, conventions, and related activities within the City.

The **Grants Fund** – This fund accounts for various miscellaneous grants from federal, state or local governments.

The **Tax Increment Financing District (TIF) 2&3 Fund** – This fund accounts for the activity of the City's TIF. Revenues collected are primarily interlocal property tax increment funding. A TIF is a public financial method used as a subsidy for development and community improvement projects.

The **Municipal Court Fund** – This fund accounts for the Municipal Court fees assessed that are legally restricted to the purchase/maintenance of the Court's technology enhancements, Court security, improving the collections of court fees, and funding a portion of the juvenile case manager position.

The **Other Special Revenue Fund** – This fund accounts for the proceeds of other specific revenue sources that are legally restricted or committed to expenditures for specified purposes. Traffic safety, public safety, public works, culture and recreation, economic incentive funds, PEG fund, and PID funds are included under this heading.

Nonmajor Capital Projects Funds

Capital Projects Funds are used to account for capital improvements that are financed by designated resources other than City obligation bonds.

The **Mineral Lease-Funded Capital Projects Fund** is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The **4A Economic Development Corporation Non-Bond Funded Fund** is a blended component unit of the City. The 4A Corporation administers a ½ cent sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. This special revenue fund accounts for the receipts of the sales tax revenue, and subsequent transfers to the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects.

The Burleson Community Services Development Corporation (4B) Non-Bond Funded Fund is another component unit of the City. The BCSDC administers ½ cents sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. The special revenue accounts for the receipt of the sales tax revenue, and subsequent transfer of the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects and to subsidize the Parks Performance Special Revenue Fund and the Golf Course Fund operations.

Combining Financial Statements - Continued Nonmajor Governmental Funds

The **Street Paving Fund** is used to account for funds deposited by developers in lieu of constructing public facilities such as streets and drainage.

The **Miscellaneous Non-Bond Funded Fund** includes the Park Dedication subfund and the miscellaneous non-bond funded capital project subfunds. These subfunds account for the proceeds of other sources of revenue and expenditures for authorized projects.

Debt Service Funds

The City's Debt Service Funds account for the accumulation of financial resources for the payment of principal and interest on the City's general obligation (property and sales tax supported) debt:

The General Debt Service Fund is used to account for the payment of debt supported by ad valorem taxes.

The **4A Economic Development Corporation Debt Service Fund** accounts for receipts of sales tax revenue and payment of debt service.

The Burleson Community Service Development Corporation (4B) Debt Service Fund accounts for the receipt of sales tax revenue and payment of debt service.

City of Burleson, Texas Nonmajor Governmental Funds Combining Balance Sheet September 30, 2022

	Special Reveue Funds								
	BCSDC	4A Corp	Parks						
	Special Revenue	Special Revenue	Performance	Hotel/Motel	Grants				
ASSETS									
Cash and investments	\$ 5,436,667	\$ -	\$ 426,792	\$ 961,880	\$ -				
Receivables:	, -,,	'	,	, , , , , , , , , , , , , , , , , , , ,	,				
Taxes, net	_	_	_	157,889	_				
Accounts	_	_	14,615	-	_				
Leases	_	152,460		_	_				
Accrued interest	11,540	10,964	969	2,154	-				
Due from other governments	1,202,371	1,202,371	_	-	294,117				
Prepaid items		100,000							
Total assets	6,650,578	1,465,795	442,376	1,121,923	294,117				
LIABILITIES									
Current liabilities:									
Accounts payable	69,121	52,831	137,314	2,117	-				
Accrued liabilities	6,335	12,133	108,319	-	-				
Unearned revenue	-	-	196,743	-	-				
Due to other funds		103,597			292,991				
Total liabilities	75,456	168,561	442,376	2,117	292,991				
DEFERRED INFLOWS OF RESOURCES									
Unavailable revenue - hotel occupancy taxes	-	-	-	99,847	-				
Unavailable revenue - leased assets	-	148,723	-	-	-				
Unavailable revenue - grants			-		34,571				
Total deferred inflows of resources		148,723		99,847	34,571				
FUND BALANCES									
Nonspendable:									
Prepaid items	-	100,000	-	-	-				
Restricted for:									
Debt service	-	-	-	-	-				
Public safety	-	-	-	-	-				
Parks and recreation Library	-	-	-	-	-				
Economic development	6,575,122	1,048,511	_		_				
Tourism	0,373,122	1,040,311	_	1,019,959	_				
Other purposes	_	_	_	1,019,939					
Committed for:									
Capital projects	_	_	_	_	_				
Unassigned					(33,445)				
Total fund balances	6,575,122	1,148,511		1,019,959	(33,445)				
Total liabilities, deferred inflows									
of resources and fund balances	\$ 6,650,578	\$ 1,317,072	\$ 442,376	\$ 1,022,076	\$ 294,117				

City of Burleson, Texas Nonmajor Governmental Funds Combining Balance Sheet September 30, 2022

	Sp	oecial Revenue Fun	nds	Capital Pro	jects Funds		
	TIE 202	Municipal Court	Other Special	Mineral Lease Funded	4A EDC Non-bond Funded		
	TIF 2&3	Court	Revenue	Capital Projects	runded		
ASSETS							
Cash and investments	\$ 1,036,291	\$ 234,836	\$ 260,445	\$ 1,011,276	\$ 6,396,513		
Receivables:	. , ,						
Taxes, net	-	-	-	-	-		
Accounts	5,454	-	11,738	-	-		
Leases	-	-	-	-	-		
Accrued interest	2,522	872	359	2,264	3,127		
Due from other governments	-	-	-	-	-		
Prepaid items				<u> </u>			
Total assets	1,044,267	235,708	272,542	1,013,540	6,399,640		
LIABILITIES							
Current liabilities:							
Accounts payable	48,935	217	4,008	28,231	25,616		
Accrued liabilities	3,817	-	6,564	-	-		
Unearned revenue	-	-	-	-	-		
Due to other funds							
Total liabilities	52,752	217	10,572	28,231	25,616		
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue - hotel occupancy taxes	-	-	-	-	-		
Unavailable revenue - leased assets	-	-	-	-	-		
Unavailable revenue - grants				<u> </u>			
Total deferred inflows of resources							
FUND BALANCES							
Nonspendable:							
Prepaid items	-	-	-	-	-		
Restricted for:							
Debt service	-	-	-	-	-		
Public safety	-	235,491	54,230	-	-		
Parks and recreation	-	-	23,405	-	-		
Library	001 515	-	12,991	-	-		
Economic development	991,515	-	124,563	-	-		
Tourism Other purposes	=	-	- 46,781	-	-		
	-	-	40,/81	-	-		
Committed for:				005 300	6 274 024		
Capital projects Unassigned	-	-	-	985,309	6,374,024		
Onassigned				<u> </u>			
Total fund balances	991,515	235,491	261,970	985,309	6,374,024		
Total liabilities, deferred inflows							
of resources and fund balances	\$ 1,044,267	\$ 235,708	\$ 272,542	\$ 1,013,540	\$ 6,399,640		

Capital Projects Funds						Debt Service Funds							Total		
No	SDC 4B n-bond unded		Street Paving Trust		iscellaneous Non-bond Funded	D	General		1A EDC ot Service		CSDC 4B bt Service	Go	Other overnmental Funds		
	anaca		Hust		Turided		CDL SCI VICC	DCI	ot Scivice		Dt Scivice		i unus		
\$	9,808	\$	3,937,504	\$	5,441,511	\$	2,677,601	\$	14,331	\$	112,201	\$	27,957,656		
	-		-		-		-		-		-		157,889		
	-		_		_		-		-		-		31,807		
	-		_		_		-		-		-		152,460		
	22		11,434		13,030		5,993		32		247		65,529		
	-		-		-		-		-		-		2,698,859		
					-		-						100,000		
	9,830		3,948,938		5,454,541		2,683,594		14,363		112,448		31,164,200		
	_		-		224,121		640		_		_		593,151		
	_		-				-		-		-		137,168		
	_		-		-		-		-		-		196,743		
					-				-				396,588		
					224,121		640						1,323,650		
	-		-		-		-		-		-		99,847		
	-		-		-		-		-		-		148,723		
													34,571		
	<u>-</u>										-		283,141		
	_		_		_		_		-		-		100,000		
							2,682,954		14 262		112 440		2 900 765		
	-		_		_		2,002,934		14,363		112,448		2,809,765 289,721		
	_		-		-		-		-		-		23,405		
	-		-		-		-		-		-		12,991		
	-		-		-		-		-		-		8,739,711		
	-		-		-		-		-		-		1,019,959		
	-		-		-		-		-		-		46,781		
	9,830		3,948,938		5,230,420		-		_		_		16,548,521		
	<u>-</u>		<u>-</u>		<u>-</u>	-			-				(33,445		
	9,830		3,948,938		5,230,420		2,682,954		14,363		112,448		29,557,409		
\$	9,830	\$	3,948,938	\$	5,454,541	\$	2,683,594	\$	14,363	\$	112,448	\$	31,164,200		



Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds For the Year Ended September 30, 2022

	Special Revenue Funds									
	BCSDC Special Revenue	4A Corp Special Revenue	Parks Performance	Hotel/Motel	Grants					
REVENUES										
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -					
Sales and use taxes	6,955,613	6,955,613	-	-	-					
Hotel occupancy taxes	-	-	-	366,737	-					
Franchise fees	-	-	-	-	-					
Charges for services	-	-	1,907,846	-	-					
Intergovernmental	-	-	-	-	1,019,350					
Fines	-	-	-	-	-					
Contributions and donations	-	-	-	-	-					
Investment income (loss)	(49,740)	(48,351)	(4,034)	(8,449)	-					
Mineral lease	-	-	-	-	-					
Street assessments	-	-	-	-	-					
Miscellaneous		193,532	99	18,999						
Total revenues	6,905,873	7,100,794	1,903,911	377,287	1,019,350					
EXPENDITURES										
Current:										
General government	-	-	-	-	-					
Community development	341,652	1,722,429	-	259,609	-					
Public safety	-	-	-	-	445,940					
Public works	-	-	-	-	278,317					
Library	-	-	- 	-	77,689					
Parks and recreation	223,132	-	4,612,416	-	46					
Debt service:										
Principal retirement	=	=	-	-	-					
Interest and fiscal agent charges	-	-	-	-	-					
Capital outlay	23,897	343,631								
Total expenditures	588,681	2,066,060	4,612,416	259,609	801,992					
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	6,317,192	5,034,734	(2,708,505)	117,678	217,358					
OTHER FINANCING SOURCES (USES)										
Sale of capital assets	=	5,000	-	-	-					
Transfers in	-	352,139	2,708,505	-	278,317					
Transfers out	(4,683,318)	(6,718,154)			(338,425)					
Total other financing sources (uses)	(4,683,318)	(6,361,015)	2,708,505		(60,108)					
NET CHANGE IN FUND BALANCE	1,633,874	(1,326,281)	-	117,678	157,250					
FUND BALANCE, BEGINNING	4,941,248	2,474,792		902,281	(190,695)					
FUND BALANCE, ENDING	\$ 6,575,122	\$ 1,148,511	\$ -	\$ 1,019,959	\$ (33,445)					

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds For the Year Ended September 30, 2022

		Spe	ecial R	evenue Fund	ls			Capital Proj	ects	Funds
						Other		Mineral		4A EDC
			N	Municipal		Special	Lea	se Funded		Non-bond
		TIF 2&3		Court		Revenue	Capit	al Projects		Funded
REVENUES				•						_
Property taxes	\$	1,175,995	\$	-	\$	-	\$	-	\$	-
Sales and use taxes		-		-		-		-		-
Hotel occupancy taxes		-		-		-		_		-
Franchise fees		-		_		50,174		-		-
Charges for services		-		-		-		-		-
Intergovernmental		-		_		-		-		-
Fines		_		71,066		_		_		_
Contributions and donations		_		-		290,039		_		_
Investment income (loss)		(12,590)		(3,978)		(1,786)		(8,523)		(10,191)
Mineral lease		(12,330)		(3,570)		(1,700)		618,527		(10,131)
				_		69,999		010,527		_
Street assessments		26,938		_		09,999		_		_
Miscellaneous		20,936								
Total revenues		1,190,343		67,088		408,426		610,004		(10,191)
EXPENDITURES										
Current:										
General government		-		-		24,589		-		-
Community development		291,381		-		8,790		-		-
Public safety		14,844		128,076		2,706		-		-
Public works		_		_		31,014		-		-
Library		-		-		17,805		_		-
Parks and recreation		19,501		-		20,438		87,011		-
Debt service:										
Principal retirement		-		_		-		-		-
Interest and fiscal agent charges		_		_		_		_		_
Capital outlay						-		747,950		661,052
Total expenditures		325,726		128,076		105,342		834,961		661,052
EXCESS (DEFICIENCY) OF REVENUES										
OVER (UNDER) EXPENDITURES	_	864,617		(60,988)		303,084		(224,957)		(671,243)
OTHER FINANCING SOURCES (USES)										
Sale of capital assets		-		-		-		-		-
Transfers in		-		-		2,344		-		5,000,000
Transfers out		(833,033)		(117,580)		(102,181)		-		(352,139)
Total other financing sources (uses)		(833,033)		(117,580)		(99,837)				4,647,861
								(224.057)		
NET CHANGE IN FUND BALANCE		31,584		(178,568)	203,247		(224,957)		3,976,618	
FUND BALANCE, BEGINNING		959,931		414,059		58,723		1,210,266		2,397,406
FUND BALANCE, ENDING	\$	991,515	\$	235,491	\$	261,970	\$	985,309	\$	6,374,024

Capital Projects Funds				Debt Service Funds							Total		
N	CSDC 4B lon-bond Funded		Street Paving Trust	No	ellaneous n-bond unded	_De	General ebt Service	De	4A EDC		CSDC 4B bt Service	Go	Other overnmental Funds
\$	_	\$	_	\$	_	\$	7,315,608	\$	-	\$	_	\$	8,491,603
	_		_		_		-		_		_		13,911,226
	_		_		_		_		_		_		366,737
	_		_		_		_		_		_		50,174
	_		_		_		_		_		_		1,907,846
	_		_		_		_		_		_		1,019,350
	_		_		_		_		_		_		71,066
	_		620,574		85,020		_		_		_		995,633
	(37)		(32,325)		(45,306)		(32,634)		(19)		2,732		(255,231)
	-		-		-		-		-		-		618,527
	_		_		_		_		_		_		69,999
					550,000								789,568
	(37)		588,249		589,714		7,282,974		(19)		2,732		28,036,498
	_		_		-		-		_		-		24,589
	-		-		-		-		-		-		2,623,861
	-		-		-		-		-		-		591,566
	-		-		-		-		-		-		309,331
	-		-		-		-		-		-		95,494
	-		-		-		-		-		-		4,962,544
	-		-		-		4,689,991		1,572,580		980,000		7,242,571
	-		-		-		2,544,701		417,241		414,070		3,376,012
	21,500		-	1	,143,324		-						2,941,354
	21,500		-	1	,143,324		7,234,692		1,989,821		1,394,070		22,167,322
	(21,537)		588,249		(553,610)		48,282		(1,989,840)		(1,391,338)		5,869,176
	-		-		457,718		-		-		-		462,718
	-		-	2	,167,686		393,549		1,718,154		1,038,183		13,658,877
					,456,042)		<u>-</u>		<u>-</u>		<u>-</u>		(14,600,872)
				1	,169,362		393,549		1,718,154		1,038,183		(479,277)
	(21,537)		588,249		615,752		441,831		(271,686)		(353,155)		5,389,899
	31,367		3,360,689	4	,614,668		2,241,123		286,049		465,603		24,167,510
\$	9,830	\$	3,948,938	\$ 5	,230,420	\$	2,682,954	\$	14,363	\$	112,448	\$	29,557,409

City of Burleson, Texas Debt Service Funds Budgetary Comparison Schedule For the Year Ended September 30, 2022

		General Debt Service										
	Original Budget	Final Budget	Actual	Variance Positive (Negative)								
REVENUES												
Property taxes and assessments	\$ 7,234,969	\$ 7,234,969	\$ 7,315,608	\$ 80,639								
Investment income (loss)	-		(32,634)	(32,634)								
Total revenues	7,234,969	7,234,969	7,282,974	48,005								
EXPENDITURES												
Debt service:												
Principal retirement	4,689,99	4,689,991	4,689,991	-								
Interest and fiscal agent charges	2,547,35	2,547,356	2,544,701	2,655								
Total expenditures	7,237,34	7,237,347	7,234,692	2,655								
Excess (deficiency) of revenues over (under) expenditures	(2,37	(2,378)	48,282	50,660								
OTHER FINANCING SOURCES												
Transfers in	393,550	393,550	393,549	(1)								
Total other financing sources	393,550	393,550	393,549	(1)								
NET CHANGE IN FUND BALANCE	391,17	391,172	441,831	50,659								
FUND BALANCE, BEGINNING	2,241,12	2,241,123	2,241,123									
FUND BALANCE, ENDING	\$ 2,632,29	5 \$ 2,632,295	\$ 2,682,954	\$ 50,659								

		BCSDC Debt	Serv	ice					4A EDC Debt	Serv	ice		
Original Budget	Final Budget				Variance Positive Actual (Negative)		Original Budget		Final Budget		Actual		Variance Positive Negative)
\$ - 8,500	\$	- 8,500	\$	- 2,732	\$	- (5,768)	\$ 1,000	\$	- 1,000	\$	- (19)	\$	- (1,019)
8,500		8,500		2,732		(5,768)	 1,000		1,000		(19)		(1,019)
980,000 414,724		980,000 414,724		980,000 414,070		- 654	 1,572,580 417,795		1,572,580 417,795		1,572,580 417,241		- 554
1,394,724		1,394,724		1,394,070		654	 1,990,375		1,990,375		1,989,821		554
(1,386,224)		(1,386,224)		(1,391,338)		(5,114)	 (1,989,375)		(1,989,375)		(1,989,840)		(465)
1,393,675		1,393,675		1,038,183		(355,492)	 1,990,375		1,990,375		1,718,154		(272,221)
1,393,675		1,393,675		1,038,183		(355,492)	 1,990,375		1,990,375		1,718,154		(272,221)
7,451		7,451		(353,155)		(360,606)	1,000		1,000		(271,686)		(272,686)
465,603		465,603		465,603			286,049		286,049		286,049		-
\$ 473,054	\$	473,054	\$	112,448	\$	(360,606)	\$ 287,049	\$	287,049	\$	14,363	\$	(272,686)

Exhibit E-4

Hotel/Motel Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

		Original Budget		Final Budget		Actual	F	/ariance Positive Negative)
REVENUES				_				
Hotel occupancy taxes	\$	244,625	\$	244,625	\$	366,737	\$	122,112
Investment income (loss)		1,415		1,415		(8,449)		(9,864)
Miscellaneous		20,000		20,000		18,999		(1,001)
Total revenues		266,040		266,040		377,287		111,247
EXPENDITURES								
Current:								
Community development		351,795		576,795		259,609		317,186
Total expenditures		351,795		576,795		259,609		317,186
EXCESS (DEFICIENCY) OF REVENU	IFS							
OVER (UNDER) EXPENDITURES	JLO	(85,755)		(310,755)		117,678		428,433
NET CHANGE IN FUND BALANCE		(85,755)		(310,755)		117,678		428,433
FUND BALANCE, BEGINNING		902,281		902,281		902,281		
FUND BALANCE, ENDING	\$	816,526	\$	591,526	\$	1,019,959	\$	428,433

City of Burleson, Texas BCSDC Special Revenue Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales tax	\$ 6,128,500	\$ 6,128,500	\$ 6,955,613	\$ 827,113
Investment income (loss)	15,000	15,000	(49,740)	(64,740)
Total revenues	6,143,500	6,143,500	6,905,873	762,373
EXPENDITURES				
Current:				
Community development	818,778	783,775	341,652	442,123
Parks and recreation	263,510	263,510	223,132	40,378
Capital outlay	-	50,000	23,897	26,103
Total expenditures	1,082,288	1,097,285	588,681	508,604
EXCESS OF REVENUES OVER EXPENDITURES	5,061,212	5,046,215	6,317,192	1,270,977
OTHER FINANCING USES				
Transfers out	(5,326,811)	(5,326,811)	(4,683,318)	(643,493)
Total other financing uses	(5,326,811)	(5,326,811)	(4,683,318)	(643,493)
NET CHANGE IN FUND BALANCE	(265,599)	(280,596)	1,633,874	1,914,470
	, , , , , ,	(,)	, ,	, ,
FUND BALANCE, BEGINNING	4,941,248	4,941,248	4,941,248	-
FUND BALANCE, ENDING	\$ 4,675,649	\$ 4,660,652	\$ 6,575,122	\$ 1,914,470

City of Burleson, Texas 4A Corp Special Revenue Fund **Budgetary Comparison Schedule** For the Year Ended September 30, 2022

	Original Budget		Final Budget		Actual	Variance Positive Negative)
REVENUES		_			_	_
Sales tax	\$	6,128,500	\$ 6,128,500	\$	6,955,613	\$ 827,113
Investment income (loss)		25,750	25,750		(48,351)	(74,101)
Miscellaneous		188,200	188,200		193,532	5,332
		_			_	_
Total revenues		6,342,450	 6,342,450		7,100,794	758,344
EXPENDITURES						
Current:						
Community development		2,501,207	2,572,749		1,722,429	850,320
Capital outlay			 5,000,000		343,631	 4,656,369
		2 504 207	7 572 740		2 066 060	F F06 600
Total expenditures		2,501,207	 7,572,749		2,066,060	 5,506,689
EXCESS (DEFICIENCY) OF REVENUES						
OVER (UNDER) EXPENDITURES		3,841,243	(1,230,299)		5,034,734	6,265,033
OVER (GIVEEN) EXI ENDITORES		3,5 ,	(=/=00/=00/		3,00 .,, 0 .	0,200,000
OTHER FINANCING SOURCES (USES)						
Sale of capital assets		-	-		5,000	(5,000)
Transfers in		-	-		352,139	(352,139)
Transfers out		(1,990,375)	 (1,990,375)		(6,718,154)	4,727,779
			 _		_	_
Total other financing sources (uses)		(1,990,375)	 (1,990,375)		(6,361,015)	4,370,640
NET CHANGE IN FUND BALANCE		1,850,868	(3,220,674)		(1,326,281)	1,894,393
FUND BALANCE, BEGINNING		2,474,792	 2,474,792		2,474,792	
FUND BALANCE, ENDING	\$	4,325,660	\$ (745,882)	\$	1,148,511	\$ 1,894,393

Exhibit E-7

City of Burleson, Texas Parks Performance Fund **Budgetary Comparison Schedule** For the Year Ended September 30, 2022

				1	/ariance
	Original	Final		F	Positive
	 Budget	 Budget	 Actual	(legative)
REVENUES					
Charges for services	\$ 2,014,006	\$ 2,014,006	\$ 1,907,846	\$	(106,160)
Investment income (loss)	721	721	(4,034)		(4,755)
Miscellaneous	 5,000	 5,000	 99		(4,901)
Total revenues	 2,019,727	 2,019,727	 1,903,911		(115,816)
EXPENDITURES					
Current:					
Parks and recreation	 4,735,145	 4,807,399	 4,612,416		194,983
Total expenditures	 4,735,145	 4,807,399	 4,612,416		194,983
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,715,418)	(2,787,672)	(2,708,505)		79,167
OTHER FINANCING SOURCES					
Transfers in	 2,715,416	 2,715,416	2,708,505		6,911
Total other financing sources	 2,715,416	2,715,416	 2,708,505		6,911
NET CHANGE IN FUND BALANCE	(2)	(72,256)	-		72,256
FUND BALANCE, BEGINNING	-		 -		-
FUND BALANCE, ENDING	\$ (2)	\$ (72,256)	\$ _	\$	72,256

f Burleson, Texas Exhibit E-8

City of Burleson, Texas TIF 2&3 Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

		Original Budget		Final Budget	Actual		ı	Variance Positive Negative)
REVENUES								
Property taxes	\$	1,149,080	\$	1,149,080	\$	1,175,995	\$	26,915
Investment income (loss)		-		-		(12,590)		(12,590)
Miscellaneous				-		26,938		26,938
Total revenues		1,149,080		1,149,080		1,190,343		41,263
EXPENDITURES								
Current:								
Community development		321,939		321,939		291,381		30,558
Public safety		230,275		230,275		14,844		215,431
Parks and recreation		-		_		19,501		(19,501)
Total expenditures		552,214		552,214		325,726		226,488
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES		596,866		596,866		864,617		267,751
OTHER FINANCING USES		(393,550)		(393,550)		(833,033)		439,483
Transfers out	-	(393,330)	-	(393,330)		(633,033)		439,463
Total other financing uses		(393,550)		(393,550)		(833,033)		439,483
NET CHANGE IN FUND BALANCE		203,316		203,316		31,584		(171,732)
FUND BALANCE, BEGINNING		959,931		959,931	959,931			
FUND BALANCE, ENDING	\$	1,163,247	\$	1,163,247	\$	991,515	\$	(171,732)

City of Burleson, Texas Municipal Court Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

					ariance
	Original	Final			ositive
	 Budget	 Budget	 Actual	<u>(N</u>	egative)
REVENUES					
Fines	\$ 106,500	\$ 106,500	\$ 71,066	\$	(35,434)
Investment income (loss)	 	 	 (3,978)		(3,978)
Total revenues	 106,500	 106,500	 67,088		(39,412)
EXPENDITURES					
Current:	120 500	106.020	120.076		E0.763
Public safety	 138,588	 186,838	 128,076		58,762
Total expenditures	 138,588	186,838	 128,076		58,762
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(32,088)	(80,338)	(60,988)		19,350
OTHER FINANCING USES Transfers out	(117,580)	(117,580)	(117,580)		
Total other financing uses	 (117,580)	 (117,580)	(117,580)		
NET CHANGE IN FUND BALANCE	(149,668)	(197,918)	(178,568)		19,350
FUND BALANCE, BEGINNING	 414,059	 414,059	 414,059		-
FUND BALANCE, ENDING	\$ 264,391	\$ 216,141	\$ 235,491	\$	19,350

Combining Financial Statements Nonmajor Enterprise Funds

Nonmajor Enterprise Funds

The Golf Course Fund accounts for the operations of the City's golf course, Hidden Creek Golf Course.

The **Solid Waste Fund** accounts for the operations of the City's solid waste collection utility.

The **Cemetery Enterprise Fund** accounts for the operations of the City's cemetery.

City of Burleson, Texas Nonmajor Enterprise Funds Combining Statement of Net Position September 30, 2022

	lden Creek olf Course	Sc	olid Waste	(Cemetery	Total
ASSETS						
Current assets:						
Deposits and investments	\$ 244,319	\$	707,541	\$	1,054,447	\$ 2,006,307
Receivables:						
Accounts	9,123		319,792		4,667	333,582
Accrued interest	 1,309		3,462		2,361	 7,132
Total current assets	 254,751		1,030,795		1,061,475	 2,347,021
Noncurrent assets:						
Capital assets, net	2,480,059		5,538		894,902	 3,380,499
Total noncurrent assets	 2,480,059		5,538		894,902	 3,380,499
Total assets	 2,734,810		1,036,333		1,956,377	 5,727,520
DEFERRED OUTFLOWS OF RESOURCES						
Deferred charge on refunding	6,965		-		-	6,965
Deferred outflows related to pensions	165,805		-		-	165,805
Deferred outflows related to OPEB (RHP & SDBF)	 20,343				-	 20,343
Total deferred outflows of resources	 193,113				-	 193,113
LIABILITIES						
Current liabilities:						
Accounts payable	\$ 66,508	\$	810,099	\$	9,247	\$ 885,854
Accrued liabilities	50,632		-		-	50,632
Unearned revenue	579		-		-	579
Accrued interest payable	3,426		-		-	3,426
Bonds and compensated absences	378,674		-		-	378,674
Total current liabilities	499,819		810,099		9,247	1,319,165
Noncurrent liabilities:						
Bonds and compensated absences	815,946		-		-	815,946
Net pension liability	328,144		-		-	328,144
Total OPEB liability (RHP & SDBF)	130,299		-		-	 130,299
Total noncurrent liabilities	 1,274,389				-	1,274,389
Total liabilities	 1,774,208		810,099		9,247	 2,593,554
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows related to pensions	157,816		-		-	157,816
Deferred inflows related to OPEB (RHP & SDBF)	 14,955		-		-	 14,955
Total deferred inflows of resources	 172,771					 172,771
NET POSITION						
Net investment in capital assets	1,392,229		5,538		888,357	2,286,124
Unrestricted	(411,285)		220,696		1,058,773	868,184
TOTAL NET POSITION	\$ 980,944	\$	226,234	\$	1,947,130	\$ 3,154,308

Exhibit F-2

City of Burleson, Texas Nonmajor Enterprise Funds Combining Statement of Revenues, Expenses, and Changes in Net Position For the Year Ended September 30, 2022

	Hie	dden Creek					
	G	olf Course	S	olid Waste	(Cemetery	 Total
OPERATING REVENUES							
Charges for goods and services	\$	1,925,878	\$	3,323,598	\$	49,830	\$ 5,299,306
Miscellaneous		2,522		-		20,609	23,131
Mineral lease						34,699	 34,699
Total operating revenues		1,928,400		3,323,598		105,138	 5,357,136
OPERATING EXPENSES							
Cost of golf operations		2,420,931		-		-	2,420,931
Cost of cemetery operations		-		-		2,061	2,061
Cost of solid waste operations		-		3,752,644		-	3,752,644
Materials, supplies, and cemetery lots		-		-		2,807	2,807
Depreciation		64,307		462		10,625	 75,394
Total operating expenses		2,485,238		3,753,106		15,493	 6,253,837
OPERATING INCOME (LOSS)		(556,838)		(429,508)		89,645	 (896,701)
NON-OPERATING REVENUES (EXPENSES)							
Gain on disposition of capital assets		-		167,341		-	167,341
Investment income (loss)		(6,064)		(14,213)		(8,331)	(28,608)
Interest and fiscal agent charges		(51,032)					 (51,032)
Total non-operating revenues (expenses)		(57,096)		153,128		(8,331)	 87,701
LOSS BEFORE CAPITAL CONTRIBUTIONS							
AND TRANSFERS		(613,934)		(276,380)		81,314	(809,000)
Transfers in		936,630		_		-	936,630
Transfers out				(1,015,448)		-	 (1,015,448)
CHANGE IN NET POSITION		322,696		(1,291,828)		81,314	(887,818)
NET POSITION AT BEGINNING OF YEAR		658,248		1,518,062		1,865,816	 4,042,126
NET POSITION AT END OF YEAR	\$	980,944	\$	226,234	\$	1,947,130	\$ 3,154,308

City of Burleson, Texas Nonmajor Enterprise Funds Combining Statement of Cash Flows For the Year Ended September 30, 2022

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total Nonmajor Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 1,927,688	\$ 3,459,983	\$ 55,948	\$ 5,443,619
Refunds of customer deposits	-	-	(17,589)	(17,589)
Payments to suppliers and service				
providers	(1,308,799)	(3,214,882)	711	(4,522,970)
Payments to employees for salaries and				
benefits	(1,209,237)	-	-	(1,209,237)
Other receipts	3,101		55,308	58,409
Net cash provided by (used in) operating activities	(587,247)	245,101	94,378	(247,768)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Payments from other funds	936,630	-	-	936,630
Payments to other funds		(1,015,448)		(1,015,448)
Net cash provided by noncapital financing activities	936,630	(1,015,448)		(78,818)
CASH FLOWS FROM CAPITAL AND				
RELATED FINANCING ACTIVITIES				
Receipts from sale of capital assets	-	180,392	-	180,392
Principal paid on bonds	(339,357)	-	-	(339,357)
Interest payments on bonds	(32,106)	-	-	(32,106)
Acquisition of capital assets			(674,436)	(674,436)
Net cash provided by (used in) capital and				
related financial activities	(371,463)	180,392	(674,436)	(865,507)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received (paid)	(7,373)	(16,802)	(9,722)	(33,897)
Net cash provided by investing activities				
activities	(7,373)	(16,802)	(9,722)	(33,897)
Net increase (decrease) in cash and cash equivalents	(29,453)	(606,757)	(589,780)	(1,225,990)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	273,772	1,314,298	1,644,227	3,232,297
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 244,319	\$ 707,541	\$ 1,054,447	\$ 2,006,307

Exhibit F-3

City of Burleson, Texas Combining Financial Statements Nonmajor Enterprise Funds Combining Statement of Cash Flows – Continued For the Year Ended September 30, 2022

	Hic	lden Creek					al Nonmajor nterprise
	G	olf Course	So	olid Waste	Ce	emetery	Funds
Reconciliation of operating loss	-	•					
to net cash provided (used) by operating activities:							
Operating income (loss)	\$	(556,838)	\$	(429,508)	\$	89,645	\$ (896,701)
Depreciation		64,307		462		10,625	75,394
Change in operating assets and liabilities:							
(Increase) decrease in accounts							
receivable		2,389		136,385		6,118	144,892
(Increase) decrease in inventories		32,760		-		2,807	35,567
(Increase) decrease in deferred outflows							
related to pension		(40,335)		-		-	(40,335)
(Increase) decrease in deferred outflows							
related to OPEB		6,544		-		-	6,544
Increase (decrease) in accounts payable		(20,653)		537,762		2,772	519,881
Increase (decrease) in accrued liabilities		5,946		-		-	5,946
Increase (decrease) in customer deposits		-		-		(17,589)	(17,589)
Increase (decrease) in unearned revenue		579		-		-	579
Increase (decrease) in compensated							
absences		(48,021)		-		-	(48,021)
Increase (decrease) in net pension							
liability and total OPEB liability		(136,952)		-		-	(136,952)
Increase (decrease) in deferred inflows							
related to pension		91,631		-		-	91,631
Increase (decrease) in deferred inflows							
related to OPEB		11,396		-		-	 11,396
Net cash provided by (used in) operating activities	_\$	(587,247)	\$	245,101	\$	94,378	\$ (247,768)

Combining Financial Statements Internal Service Funds

Internal Service Funds are used to account for the financing of goods and/or services provided by one department to another department within the City:

The **Equipment Services Fund** accounts for a full range of services in managing and maintaining the City's fleet of vehicles and equipment. All costs associated with these operations are charged to the using department to offset the adopted budget to this fund.

The **Governmental Vehicle Replacement Fund** provides for the replacement of vehicles and equipment utilized by all governmental City departments. The two equipment replacement funds enable the City to fund major equipment purchases without substantially affecting the stability of the ad valorem tax rate.

The **Business-Type Vehicle Replacement Fund** is used as a funding, management and planning tool that provides a systematic approach to the replacement of City-owned vehicles and equipment used by the Water-Wastewater, Golf and Solid Waste funds.

The **Support Services Fund** is designed to record the activities of support services function (currently only Information Technology) and allow for the costs of these services to be reflected as expenditures of the "customer" departments.

The **Health Insurance Fund** accounts for the City's self-health insurance program.

City of Burleson, TexasCombining Statement of Net Position Internal Service Funds September 30, 2022

	Equipment Services	Governmental Vehicle Replacement	Business-type Vehicle Replacement	Support Services	Health Insurance	Total Internal Service Funds
ASSETS						
Current assets: Cash and investments	\$ -	\$ 3,685,494	\$ 1,302,319	\$ 1,419,549	\$ 3,821,012	\$ 10,228,374
Receivables:	φ -	\$ 3,003,434	\$ 1,302,319	\$ 1,419,549	\$ 3,021,012	\$ 10,220,374
Accounts	-	-	-	-	1,594	1,594
Accrued interest	-	8,105	1,533	3,179	8,544	21,361
Inventories	54,943					54,943
Total current assets	54,943	3,693,599	1,303,852	1,422,728	3,831,150	10,306,272
Noncurrent assets:						
Capital assets, net	76,986	2,552,390	839,495	1,582,191		5,051,062
Total noncurrent assets	76,986	2,552,390	839,495	1,582,191		5,051,062
Total assets	131,929	6,245,989	2,143,347	3,004,919	3,831,150	15,357,334
DEFERRED OUTFLOWS OF RESOURCES						
Deferred outflows related to pensions	61,813	-	-	249,435	-	311,248
Deferred outflows related to OPEB (RHP & SDBF)	7,585			30,603		38,188
Total deferred outflows	69,398			280,038		349,436
LIABILITIES Current liabilities:						
Accounts payable	93,904	-	-	165,726	4,754	264,384
Compensated absences	6,761	-	-	69,375	-	76,136
Due to other funds	155,558	-	-	-	-	155,558
Accrued liabilities	14,627			48,873	182	63,682
Total current liabilities	270,850			283,974	4,936	559,760
Noncurrent liabilities:						
Net pension liability	122,335	-	-	493,655	-	615,990
Total OPEB liability (RHP & SDBF) Compensated absences	48,578 -	-	-	196,022 31,524	-	244,600 31,524
Total noncurrent liabilities	170,913			721,201		892,114
Total liabilities	441,763			1,005,175	4,936	1,451,874
DEFERRED INFLOWS OF RESOURCES	,					
Deferred inflows related to pensions	58,835	_	_	237,417	_	296,252
Deferred inflows related to OPEB (RHP & SDBF)	5,574			22,498		28,072
Total deferred inflows	64,409			259,915		324,324
NET POSITION						
Net investment in capital assets	76,986	2,552,390	839,495	1,582,191	-	5,051,062
Unrestricted	(381,831)	3,693,599	1,303,852	437,676	3,826,214	8,879,510
Total net position	\$ (304,845)	\$ 6,245,989	\$ 2,143,347	\$ 2,019,867	\$ 3,826,214	\$ 13,930,572

City of Burleson, TexasCombining Statement of Revenues, Expenses and
Changes in Fund Net Position - Internal Service Funds September 30, 2022

	Equipment Services	Governmental Vehicle Replacement	Business-type Vehicle Replacement	Support Services	Health Insurance	Total Internal Service Funds	
OPERATING REVENUES							
Charges for goods and services	\$ 1,314,361	\$ 1,730,182	\$ 520,191	\$ 4,957,431	\$ 5,737,391	\$ 14,259,556	
Miscellaneous				138,582	81,159	219,741	
Total operating revenues	1,314,361	1,730,182	520,191	5,096,013	5,818,550	14,479,297	
OPERATING EXPENSES							
Personnel services	387,332	-	-	1,410,052	426,243	2,223,627	
Professional and contracted services	-	-	-	256,714	97,916	354,630	
Insurance	-	-	-	· -	4,618,144	4,618,144	
Repairs and maintenance	538,767	-	-	1,142,223	-	1,680,990	
Materials and supplies	680,304	-	-	337,847	-	1,018,151	
Depreciation	46,817	876,865	248,014	261,103		1,432,799	
Total operating expenses	1,653,220	876,865	248,014	3,407,939	5,142,303	11,328,341	
Operating income (loss)	(338,859)	853,317	272,177	1,688,074	676,247	3,150,956	
NONOPERATING REVENUES (EXPENSES)							
Gain (loss) on sale of capital assets	-	(43,120)	467,220	-	-	424,100	
Investment income (loss)	73	(34,317)	(4,611)	(11,536)	(34,228)	(84,619)	
Total nonoperating revenues	73	(77,437)	462,609	(11,536)	(34,228)	339,481	
Income (loss) before transfers	(338,786)	775,880	734,786	1,676,538	642,019	3,490,437	
Transfers out		(3,000,000)	(1,000,000)			(4,000,000)	
Change in net position	(338,786)	(2,224,120)	(265,214)	1,676,538	642,019	(509,563)	
NET POSITION - BEGINNING OF YEAR	33,941	8,470,109	2,408,561	343,329	3,184,195	14,440,135	
NET POSITION - ENDING OF YEAR	\$ (304,845)	\$ 6,245,989	\$ 2,143,347	\$ 2,019,867	\$ 3,826,214	\$ 13,930,572	

City of Burleson, TexasCombining Statement of Cash Flows Internal Service Funds September 30, 2022

	Equipment Services	Vehicle Replacement Governmental	Vehicle Replacement Business-Type	Support Services	Health Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES	Jei vices	Governmental	business-Type	Services	Trisulance	Total
Receipts for interfund charges	\$ 1,314,361	\$ 1,777,382	\$ 527,192	\$ 4,990,869	\$ 5,739,742	\$ 14,349,546
Other receipts	(4.457.420)	-	-	138,582	81,159	219,741
Payments to vendors, suppliers and contractors Payments to employees for services	(1,157,120) (385,990)			(1,594,752) (1,473,327)	(4,713,876) (426,339)	(7,465,748) (2,285,656)
Net cash provided by (used in) operating activities	(228,749)	1,777,382	527,192	2,061,372	680,686	4,817,883
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Payments to other funds	155,558	(3,000,000)	(1,000,000)	_	_	(3,844,442)
Tayments to other rands	133,330	(3,000,000)	(1,000,000)			(5,011,112)
Net cash provided by (used in)						
noncapital financing activities	155,558	(3,000,000)	(1,000,000)			(3,844,442)
CASH FLOWS FROM CAPITAL AND						
RELATED FINANCING ACTIVITIES						
Receipts for sale of capital assets	=	(43,120)	467,220	- (1 300 306)	-	424,100
Acquisition and construction of capital assets		(909,850)	(159,954)	(1,389,306)		(2,459,110)
Net cash used by capital and related						
financing activities	_	(952,970)	307,266	(1,389,306)	-	(2,035,010)
indicing detivities		(302/370)	507,200	(1/303/300)		(2/055/010)
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest received (paid)	113	(40,910)	(5,284)	(14,243)	(42,330)	(102,654)
Interest received (pale)		(10/310)	(3)231)	(11/210)	(12/330)	(102/031)
Net cash provided by (used in) investing activities	113	(40,910)	(5,284)	(14,243)	(42,330)	(102,654)
Net increase (decrease) in cash and						
cash equivalents	(73,078)	(2,216,498)	(170,826)	657,823	638,356	(1,164,223)
casti equivalents	(73,076)	(2,210,498)	(170,820)	037,823	038,330	(1,104,223)
CASH AND CASH EQUIVALENTS, beginning of year	73,078	5,901,992	1,473,145	761,726	3,182,656	11,392,597
CASH AND CASH EQUIVALENTS, end of year	\$ -	\$ 3,685,494	\$ 1,302,319	\$ 1,419,549	\$ 3,821,012	\$ 10,228,374
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET						
CASH PROVIDED (USED) BY OPERATING ACTIVITIES	\$ (338,859)	\$ 853,317	\$ 272,177	\$ 1,688,074	\$ 676,247	\$ 3.150.956
Operating income (loss) Depreciation	\$ (338,859) 46,817	\$ 853,317 876,865	\$ 2/2,1// 248,014	261,103	\$ 676,247	\$ 3,150,956 1,432,799
Change in operating assets and liabilities:	40,617	870,803	240,014	201,103		1,432,799
Decrease (increase) in accounts receivable	_	47,200	7,001	33,438	2,351	89,990
Decrease (increase) in inventories	(21,671)	-	-	-	-	(21,671)
Decrease (increase) in deferred outflows	(//					(//
related to pension	(21,339)	-	-	(91,080)	-	(112,419)
Decrease (increase) in deferred outflows						
related to OPEB	1,089	=	=	3,329	=	4,418
Increase (decrease) in accounts payable	83,622	=	=	142,032	2,184	227,838
Increase (decrease) in accrued liabilities	2,434	-	-	9,063	(96)	11,401
Increase (decrease) in compensated absences	(1,603)	=	=	(94,707)	=	(96,310)
Increase (decrease) in net pension liability	(21,151)	=	=	(61,770)	=	(82,921)
Increase (decrease) in deferred inflows related to pension	- 37,485	-	-	153,885	=	191,370
Increase (decrease) in deferred inflows	,			,		•••
related to OPEB	4,427			18,005		22,432
Net cash provided by (used in) operating activities	\$ (228,749)	\$ 1,777,382	\$ 527,192	\$ 2,061,372	\$ 680,686	\$ 4,817,883

Statistical Section (Unaudited)

This part of the City of Burleson's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents:

Financial Trends
These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.
Revenue Capacity5
These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.
Debt Capacity9
These schedules present information to help the reader assess the affordability of the government's current level of outstanding debt and the government's ability to issue additional debt in the future.
Demographic and Economic Information
These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.
Operating Information
These schedules contain service and infrastructure data to help the reader understand how the information in

the government's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports of the relevant year.

City of Burleson, Texas Net Position by Component Last Ten Fiscal Years (Accrual Basis of Accounting) (Unaudited)

	2013	2014	2015	2016
Governmental activities:				
Net investment in capital assets	\$101,280,575	\$102,518,051	\$105,900,578	\$111,368,435
Restricted	10,262,236	11,786,219	13,626,779	11,548,400
Unrestricted	18,176,631	19,052,951	10,915,868	10,908,958
Total governmental activities net position	\$129,719,442	\$133,357,221	\$130,443,225	\$133,825,793
Business-type activities:				
Net investment in capital assets	\$ 53,375,788	\$ 55,348,196	\$ 59,041,199	\$ 56,061,308
Restricted	3,250,923	4,592,463	3,667,415	4,592,463
Unrestricted	6,943,042	7,355,782	7,251,796	12,448,245
Total business-type activities net position	\$ 63,569,753	\$ 67,296,441	\$ 69,960,410	\$ 73,102,016
Total business type detivities het position	ψ 05,505,755	\$ 07,230,441	ψ 05,500,410	φ 75,102,010
Primary government:				
Net investment in capital assets	\$154,656,363	\$157,866,247	\$164,941,777	\$167,429,743
Restricted	13,513,159	16,378,682	17,294,194	16,140,863
Unrestricted	25,119,673	26,408,733	18,167,664	23,357,203
Total primary government activities net position	\$193,289,195	\$200,653,662	\$200,403,635	\$206,927,809

2017	2018	2019	2020	2021	2022
\$127,316,098 12,262,240 8,167,997	\$136,812,328 13,166,573 4,245,368	\$148,085,539 13,232,818 4,248,170	\$153,051,846 17,468,108 6,714,141	\$163,721,859 12,460,606 14,525,540	\$174,521,592 12,617,978 23,156,517
\$147,746,335	\$154,224,269	\$165,566,527	\$177,234,095	\$190,708,005	\$210,296,087
\$ 68,346,297 1,049,746 10,499,641	\$ 69,333,764 1,049,746 15,642,520	\$ 75,777,424 5,225,080 11,580,796	\$ 79,752,890 7,415,521 13,778,201	\$ 88,788,759 7,608,773 10,389,928	\$ 86,021,027 305,147 28,366,948
\$ 79,895,684	\$ 86,026,030	\$ 92,583,300	\$100,946,612	\$106,787,460	\$114,693,122
\$195,662,395 13,311,986 18,667,638	\$206,146,122 14,216,319 19,887,888	\$223,862,963 18,457,898 15,828,966	\$232,804,736 24,883,629 20,492,342	\$252,510,618 20,069,379 24,915,468	\$260,542,619 12,923,125 51,523,465
\$227,642,019	\$240,250,329	\$258,149,827	\$278,180,707	\$297,495,465	\$324,989,209

City of Burleson, Texas Changes in Net Position Last Ten Fiscal Years (Unaudited) (Accrual Basis of Accounting)

	2013	2014	2015	2016
Expenses				
Governmental activities:				
General government	\$ 4,779,683	\$ 6,027,808	\$ 5,567,804	\$ 3,406,957
Public safety	14,505,108	14,793,251	15,587,330	18,135,674
Public works	9,476,476	10,025,105	10,344,069	11,100,276
Community Development	1,534,915	2,071,758	2,467,564	4,701,517
Culture and recreation	6,148,475	6,851,657	7,062,534	7,801,924
Parks and recreation	-	-	-	-
Library	-	-	-	-
Interest and other fees	3,256,327	3,319,768	3,218,658	3,237,341
Total governmental activities expenses	39,700,984	43,089,347	44,247,959	48,383,689
Business-type activities:				
Water and wastewater	14,553,979	14,699,969	15,692,100	16,333,488
Hidden Creek Golf Course	2,100,255	1,922,102	1,983,682	2,049,089
Solid Waste	2,595,756	2,742,100	2,779,193	2,846,497
Cemetery	10,994	11,498	11,891	11,152
Total business-type activities expenses	19,260,984	19,375,669	20,466,866	21,240,226
Total primary government expenses	\$ 58,961,968	\$ 62,465,016	\$ 64,714,825	\$ 69,623,915
Program Revenues:				
Governmental activities:				
Charges for services	\$ 8,127,467	\$ 8,036,809	\$ 7,773,637	\$ 7,566,246
Operating grants and contributions	603,962	294,371	829,724	971,500
Capital grants and contributions	3,769,399	3,752,163	2,983,243	2,144,534
Total governmental activities program revenues	12,500,828	12,083,343	11,586,604	10,682,280
Business-type activities				
Charges for services	19,788,547	20,526,744	21,331,913	22,263,652
Operating grants and contributions	561,332	1,004,948	846,581	827,614
Capital grants and contributions	2,976,121	1,938,294	1,766,788	1,067,383
Total business-type activities program revenues	23,326,000	23,469,986	23,945,282	24,158,649
Total primary government program revenues	\$ 35,826,828	\$ 35,553,329	\$ 35,531,886	\$ 34,840,929
Net (expense)/revenue				
Governmental activities	\$(27,200,156)	\$(31,006,004)	\$(32,661,355)	\$(37,701,409)
Business-type activities	4,065,016	4,094,317	3,478,416	2,918,423
Total primary government net expense	\$(23,135,140)	\$(26,911,687)	\$(29,182,939)	\$(34,782,986)

2017	2018	2019	2020	2021	2022
\$ 7,611,844	\$ 7,801,767	\$ 8,762,392	\$ 9,901,828	\$ 7,678,903	\$ 8,293,081
18,619,648	19,356,978	20,396,702	21,647,212	26,227,399	29,220,408
11,263,930	12,173,830	12,650,861	14,839,605	13,597,575	14,743,553
2,740,816	4,902,487	5,138,466	4,216,584	4,587,759	4,178,055
8,091,904	8,134,817	8,053,419	7,940,337	7,697,763	-
-	-	-	-	-	6,377,399
-	-	-	-	-	1,411,839
3,118,052	2,954,294	3,242,540	3,122,881	2,886,794	2,805,915
51,446,194	55,324,173	58,244,380	61,668,447	62,676,193	67,030,250
16,349,125	17,605,194	18,910,941	18,543,022	18,640,527	20,536,810
2,141,509	2,046,511	2,194,026	2,321,398	1,895,172	2,546,070
2,957,738	3,047,978	3,179,444	3,464,393	3,563,473	3,780,319
11,910	12,528	28,894	33,770	80,828	15,493
21,460,282	22,712,211	24,313,305	24,362,583	24,180,000	26,878,692
\$ 72,906,476	\$ 78,036,384	\$ 82,557,685	\$ 86,031,030	\$ 86,856,193	\$ 93,908,942
ψ 72,300,170	Ψ 70,030,301	\$ 02,337,003	\$ 00,031,030	ψ 00,030,133	ψ 33,300,312
\$ 8,782,144	\$ 8,784,594	\$ 8,480,206	\$ 7,845,040	\$ 8,780,004	\$ 9,394,259
1,592,388	1,426,293	738,026	2,998,564	5,981,907	4,270,180
11,440,915	6,353,066	7,595,136	5,699,075	2,253,873	8,786,321
21,815,447	16,563,953	16,813,368	16,542,679	17,015,784	22,450,760
23,108,557	25,809,983	25,405,060	26,532,808	26,713,025	29,937,355
1,108,892	-	16,442	8,549	14,260	34,699
4,020,669	2,272,247	3,512,382	3,818,739	2,980,216	5,036,972
20 220 110	20.000.000	22 222 224	20.250.205	20 707 504	25 222 226
28,238,118	28,082,230	28,933,884	30,360,096	29,707,501	35,009,026
\$ 50,053,565	\$ 44,646,183	¢ 45 747 252	\$ 46,902,775	\$ 46,723,285	\$ 57,459,786
ψ 30,033,303	Ψ 11,010,103	\$ 45,747,252	ψ τ υ, συ Ζ, / / σ	Ψ 70,/23,203	Ψ 31,733,100
\$(29,630,747)	\$(38,760,220)	\$(41,431,012)	\$(45,125,768)	\$ (45,660,409)	\$(44,579,490)
6,777,836	5,370,019	4,620,579	5,997,513	5,527,501	8,130,334
\$(22,852,911)	\$(33,390,201)	\$(36,810,433)	\$(39,128,255)	\$ (40,132,908)	\$(36,449,156)

City of Burleson, Texas Changes in Net Position Last Ten Fiscal Years (Unaudited) (Accrual Basis of Accounting)

	2013	2014	2015	2016
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	\$ 15,853,216	\$ 16,377,575	\$ 19,171,938	\$ 20,510,482
Tax Increment Financing	254,600	406,445	423,586	457,438
Sales and use taxes	14,110,028	16,051,878	16,689,391	16,595,528
Hotel/motel taxes	146,986	165,550	192,639	219,250
Franchise fees	2,659,237	2,968,801	3,242,051	3,166,620
Investment income	536,572	80,273	95,192	243,568
Gain on sale of assets	-	-	-	-
Transfers	122,937	(258,909)	(244,589)	(108,909)
Total governmental activities	33,683,576	35,791,613	39,570,208	41,083,977
Business-type activities:				
Investment income	38,714	26,334	29,790	114,274
Gain on sale of assets	-	-	-	-
Transfers	(122,937)	258,909	244,589	108,909
Total business-type revenues	(84,223)	285,243	274,379	223,183
Total primary government	\$ 33,599,353	\$ 36,076,856	\$ 39,844,587	\$ 41,307,160
Change in Net Position				
Governmental activities	\$ 6,483,420	\$ 4,785,609	\$ 6,908,853	\$ 3,382,568
Business-type activies	3,980,793	4,379,560	3,752,795	3,141,606
	+ 10 161 0:5			
Total primary government	\$ 10,464,213	\$ 9,165,169	\$ 10,661,648	\$ 6,524,174

2017	2018	2019	2020	2021	2022
\$ 21,776,804	\$ 21,776,804	\$ 26,785,864	\$ 28,894,199	\$ 29,343,869	\$ 30,311,580
536,812	536,812	683,559	777,021	905,662	1,175,995
17,099,917	17,099,917	19,660,908	21,468,069	24,801,831	28,011,255
222,652	222,652	237,665	190,187	455,115	466,584
3,113,999	3,113,999	3,383,906	3,404,113	3,732,406	3,931,439
471,436	471,436	1,772,832	1,950,288	78,034	(484,929)
-	-	105,767	1,877,727	70,477	13,402
329,669	329,669	(780,753)	(1,768,268)	 (253,075)	742,246
43,551,289	43,551,289	51,849,748	56,793,336	59,134,319	64,167,572
311,582	311,582	1,114,808	581,231	44,697	(116,987)
33,919	33,919	41,100	16,300	15,575	634,561
(329,669)	(329,669)	780,753	1,768,268	253,075	(742,246)
15,832	15,832	1,936,661	2,365,799	313,347	(224,672)
\$ 43,567,121	\$ 43,567,121	\$ 53,786,409	\$ 59,159,135	\$ 59,447,666	\$ 63,942,900
\$ 13,920,542	\$ 4,791,069	\$ 10,418,736	\$ 11,667,568	\$ 13,473,910	\$ 19,588,082
6,793,668	5,385,851	6,557,240	8,363,312	5,840,848	7,905,662
				,	
\$ 20,714,210	\$ 10,176,920	\$ 16,975,976	\$ 20,030,880	\$ 19,314,758	\$ 27,493,744

Fund Balances
Governmental Funds
Last Ten Fiscal Years (Unaudited)
(Modified Accrual Basis of Accounting)

	2013	 2014	 2015	2016
General Fund:				
Nonspendable	\$ 53,769	\$ 24,806	\$ 32,024	\$ 28,174
Committed to:				
Debt service	703,824	610,445	510,802	404,607
Other Purposes	718,732	513,332	809,956	251,257
Assigned to:				
Risk management	874,825	1,047,047	1,047,047	1,047,047
Unassigned	8,841,408	 9,945,249	 9,023,255	9,273,423
Total general fund	\$ 11,192,558	\$ 12,140,879	\$ 11,423,084	\$ 11,004,508
All Other Governmental Funds:				
Nonspendable	\$ 300	\$ 1,437	\$ 1,389	\$ 2,617
Restricted for:				
Debt service	2,704,260	2,576,315	2,580,870	2,530,494
Public safety	-	-	-	-
Parks and recreation	-	-	-	-
Library	-	-	10,000	1,096
Economic development	7,074,668	8,702,328	10,473,189	8,406,131
Tourism	483,308	507,576	572,720	623,803
Capital projects	-	-	18,992,927	16,233,204
Other purposes	-	-	-	-
Committed to:				
Culture and recreation	723,587	530,845	585,144	683,099
Economic development	140,743	272,383	409,834	484,485
Capital projects	19,994,818	27,119,647	8,843,780	8,325,229
Debt service	511,000	-	-	-
Unassigned		 -	 -	
Total all other governmental funds	\$ 31,632,684	\$ 39,710,531	\$ 42,469,853	\$ 37,290,158

2017		2018	2019		2020	2021		2022
\$ 26,769	\$	40,389	\$ 14,997	\$	4,080	\$ 49,800	\$	27,424
291,558		802,860	622,908		523,325	465,429		405,527
299,254		586,007	320,191		220,044	234,175		1,025,116
1,047,047	1,047,047 1,369,818 1,260,078		-		-			
 8,334,083		7,534,128	 9,391,334		14,120,506	17,589,905		20,466,098
\$ 9,998,711	\$	10,010,431	\$ 11,719,248	\$	16,128,033	\$ 18,339,309	\$	21,924,165
\$ 5,190	\$	1,412	\$ 1,620	\$	-	\$ -	\$	100,000
2,545,853		2,682,681	2,315,108		3,150,018	2,992,775		2,809,765
-		-	-		1,123	414,059		289,721
-		-	1,402		618	563		23,405
408		409	522		243	815		12,991
9,597,492		10,428,389	10,147,192		13,620,267	8,428,929		8,739,711
647,895		721,237	770,518		697,823	902,281		1,019,959
15,166,607		27,103,803	28,908,327		21,852,694	15,298,057		16,238,510
-		-	-		-	5,203		46,781
889,250		875,940	981,885		-	-		-
395,759		73,618	73,618		73,618	-		-
8,127,991		6,416,935	8,263,131		8,517,847	11,614,396		16,548,521
-		-	-		-	-		-
 		-	 -	_	(1,424,708)	 (191,511)		(153,545)
\$ 37,376,445	\$	48,304,424	\$ 51,463,323	\$	46,489,543	\$ 39,465,567	\$	45,675,819

Changes in Fund Balances Governmental Funds Last Ten Fiscal Years (Unaudited) (Modified Accrual Basis of Accounting)

	2013	2014	2015	2016
Revenues:	+ 46 247 520	+ 46 000 004	+ 10.056.030	+ 24 220 260
Property taxes	\$ 16,247,528	\$ 16,980,934	\$ 19,856,938	\$ 21,228,368
Sales and use taxes	14,257,015	16,216,375	16,880,929	16,798,919
Franchise fees	2,714,231	2,940,465	3,193,511	3,150,851
Licenses and permits	1,147,361	1,446,281	1,415,034	1,335,198
Intergovernmental	212,609	242,262	287,832	599,310
Fines and forfeitures	1,127,906	1,282,599	1,422,084	1,402,152
Donations	391,353	52,110	533,822	251,840
Charges for services	3,267,802	3,555,560	3,727,378	3,840,360
Investment income	81,002	74,873	88,026	223,806
Mineral lease	1,058,233	969,979	521,976	268,183
Street assessments	86,535	70,473	166,226	143,429
Miscellaneous	2,296,743	1,581,916	1,874,647	1,578,783
Total revenues	42,888,318	45,413,827	49,968,403	50,821,199
Expenditures:				
Current:				
General government	5,109,652	4,596,577	5,178,035	5,356,449
Public safety	13,916,985	14,734,093	17,829,372	18,320,238
Public works	5,434,287	5,755,348	5,869,224	6,416,556
Community development	1,790,790	2,401,704	2,834,550	5,057,885
Culture and recreation	5,527,597	6,249,210	6,275,252	6,867,778
Library	-	-	-	-
Parks and recreation	_	-	-	_
Capital outlay	1,723,052	11,310,554	10,414,349	14,986,952
Debt service:	-//	,,		,,
Principal	5,106,392	4,627,379	5,230,643	5,741,552
Interest and fiscal agent charges	3,262,591	3,202,770	3,815,653	3,558,020
Debt issuance costs		-		-
Total expenditures	41,871,346	52,877,635	57,447,078	66,305,430
Excess (deficiency) of revenues				
over (under) expenditures	1,016,972	(7,463,808)	(7,478,675)	(15,484,231)
Other financing sources (uses):	7.400.056		0.000.407	10.017.100
Transfers in	7,193,956	6,214,654	8,009,497	12,017,189
Transfers out	(7,096,019)	(6,486,563)	(8,288,086)	(12,160,098)
Issuance of leases payable	- 	-	-	-
Issuance of bonds	4,620,000	24,243,570	18,715,000	30,051,092
Payment to refunded bonds				
escrow agent	-	(10,009,448)	(11,047,964)	(23,304,563)
Premium Sale of capital assets	171,291	2,527,764	2,131,755	3,282,340
Sale of Capital assets				
Total other financing sources (uses)	4,889,228	16,489,977	9,520,202	9,885,960
Net change in fund balances	\$ 5,906,200	\$ 9,026,169	\$ 2,041,527	\$ (5,598,271)
Debt service as a percentage of non-capital expenditures (1)	22.65%	15.47%	19.75%	19.22%

⁽¹⁾ There are some capital expenditures reported in various functional expenditure line items and are included in this calculation.

2017	2018	2019	2020	2021	2022
\$ 22,662,335	\$ 25,189,670	\$ 27,469,423	\$ 29,671,220	\$ 30,249,531	\$ 31,487,575
17,305,748	18,729,392	19,878,538	21,650,326	25,256,946	28,377,992
3,089,998	3,249,704	3,353,554	3,386,680	3,571,813	3,793,789
1,356,969	1,351,498	1,408,566	1,855,309	1,600,238	1,421,318
1,345,592	1,022,835	535,884			3,331,989
1,543,257	1,445,053	1,116,297	600,142	1,557,088	948,701
133,652	227,283	859,829	1,104,396	1,224,829	995,633
4,127,562	4,046,803	4,191,285	4,631,276	3,921,001	5,057,344
428,422	920,364	1,535,153	731,941	62,310	(405,313)
311,715	308,858	274,053	164,269	275,019	618,527
47,481	27,947	686,010	48,425	59,962	69,999
1,831,166	1,787,707	1,635,999	937,024	1,809,495	1,842,139
54,183,897	58,307,114	62,944,591	66,202,544	73,912,315	77,539,693
6,958,826	7,467,748	8,133,737	9,344,073	7,245,026	7,945,627
17,536,369	19,465,973	18,304,389	20,336,457	24,097,823	28,777,056
6,020,703	6,807,958	6,711,307	6,196,124	6,212,409	7,358,473
3,159,634	5,449,827	5,189,610	4,010,870	5,000,187	5,855,292
7,076,266	7,186,446	7,200,075	6,707,818	7,257,408	-
-	-	-	-	-	1,425,891
_	-	-	_	-	6,841,115
9,629,088	5,084,668	9,574,077	12,831,619	14,252,846	11,661,005
6,295,335	663,791	7,270,453	7,727,653	8,182,255	7,302,472
3,901,892	3,536,470	3,946,604	3,816,809	3,709,678	3,392,116
-	173,355	123,526	152,729	-	160,505
60,578,113	55,836,236	66,453,778	71,124,152	75,957,632	80,719,552
(6,394,216)	2,470,878	(3,509,187)	(4,921,608)	(2,045,317)	(3,179,859)
10,673,496	6,990,660	8,750,700	9,658,184	16,309,887	19,039,100
(10,377,827)	(7,289,423)	(9,439,453)	(11,460,452)	(19,077,270)	(15,296,854)
-	631,520	-	-	-	-
4,965,000	13,745,000	7,415,000	8,005,000	-	8,095,000
-	-	_	(5,304,194)	_	-
214,037	278,976	727,114	1,585,693	-	675,003
	212,088	-	1,872,402		462,718
5 474 706	14 568 821	7 453 361	4 356 633	(2.767.383)	12 974 967
5,474,706	14,568,821	7,453,361	4,356,633	(2,767,383)	12,974,967
¢ (010 510)	¢ 17 030 600	¢ 3 Q// 17/	¢ (564 075)	¢ (4,812,700)	¢ 9.705.109
\$ (919,510)	\$ 17,039,699	\$ 3,944,174	\$ (564,975)	\$ (4,812,700)	\$ 9,795,108
19.84%	18.71%	20.20%	19.80%	19.22%	15.63%

Table 5

Taxable

Assessed and Estimated Actual Value of Taxable Property (Unaudited) Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

		Industrial/		Less:	Total Taxable	Total Direct	Estimated Actual	Assessed Value as a Percentage of
Fiscal	Residential	Commercial	Mineral	Tax-Exempt	Assessed	Tax	Taxable	Actual
<u>Year</u>	Property	Property	Reserves	Property	Value	Rate	Value	Taxable Value
2013	\$1,949,702,876	\$ 690,001,727	\$ 111,483,802	\$ 341,644,076	\$2,409,544,329	0.6900	\$2,409,544,329	100.0%
2014	2,039,186,901	723,992,280	84,403,921	358,372,460	2,489,210,642	0.6900	2,488,710,642	100.0%
2015	2,237,761,861	730,854,710	184,302,872	369,333,494	2,783,585,949	0.7400	2,783,585,949	100.0%
2016	2,423,710,740	809,276,528	160,436,595	381,084,153	3,012,339,710	0.7400	3,012,339,710	100.0%
2017	2,770,858,176	865,977,924	42,719,357	435,249,706	3,244,305,751	0.7350	3,244,305,751	100.0%
2018	3,151,831,317	889,341,356	43,348,115	452,988,413	3,631,532,375	0.7350	3,631,532,375	100.0%
2019	3,561,153,075	939,220,256	50,736,216	543,091,182	4,008,018,365	0.7350	4,008,018,365	100.0%
2020	3,818,515,400	1,045,167,320	84,822,524	555,160,175	4,393,345,069	0.7200	4,393,345,069	100.0%
2021	4,106,205,404	1,180,701,936	52,344,989	631,482,062	4,707,770,267	0.7111	4,707,770,267	100.0%
2022	4,480,842,613	1,175,303,208	44,893,534	637,057,424	5,063,981,931	0.6859	5,063,981,931	100.0%

Source: Johnson County Appraisal District

Note: Property in the city is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to actual value.

City of Burleson, Texas Table 6

Direct and Overlapping Property Tax Rates (Unaudited) Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
OVERLAPPING RATES										
Tarrant County	0.2640	0.2640	0.2640	0.2640	0.2540	0.2440	0.2340	0.2340	0.2340	0.2290
Tarrant County Hospital District	0.2279	0.2279	0.2279	0.2279	0.2279	0.2244	0.2244	0.2244	0.2244	0.2244
Tarrant County College	0.1495	0.1495	0.1495	0.1495	0.1447	0.1401	0.1361	0.1302	0.1302	0.1302
Tarrant County Regional Water District	0.0200	0.0200	0.0200	0.0200	0.0194	0.0194	0.0194	0.0287	0.0287	0.0287
Johnson County	0.3332	0.3712	0.4054	0.4077	0.4227	0.4417	0.4417	0.3847	0.3847	0.3797
Burleson Independent School District	1.5400	1.5400	1.5400	1.5400	1.5400	1.6700	1.6700	1.5684	1.5383	1.4946
Joshua Independent School District	1.4900	1.4900	1.4200	1.6000	1.6100	1.6000	1.5200	1.4400	1.3960	1.2900
Crowley Independent School District	1.6700	1.6700	1.6500	1.6500	1.6500	1.6700	1.6700	1.5684	1.5398	1.4841
CITY DIRECT RATES										
Operating & Maintenance	0.5278	0.5278	0.5278	0.5278	0.5228	0.5228	0.5228	0.5106	0.5187	0.4974
Interest & Sinking	0.1622	0.1622	0.2122	0.2122	0.2122	0.2122	0.2122	0.2094	0.1924	0.1885
Total Direct Rate	0.6900	0.6900	0.7400	0.7400	0.7350	0.7350	0.7350	0.7200	0.7111	0.6859

Sources: Tarrant Appraisal District, Johnson County Tax Office, City records

Note: All rates per \$100 assessed value

Totals are not provided for columns since they would be meaningless.

Some of the jurisdictions are mutually exclusive

Table 7

City of Burleson, TexasPrincipal Property Taxpayers (Unaudited)
Current Year and Nine Years Ago

		2022		2013			
Taxpayer	 Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation	Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation	
Burleson Gateway Station LP	\$ 38,959,448	1	0.77 %				
Wagner Smith Equipment Co.	26,578,261	2	0.52	\$ 19,988,208	3	0.83 %	
ABBY Burleson MF LLC	22,328,637	3	0.44				
Burleson Commons LLC	20,966,323	4	0.41	20,498,927	2	0.85	
Golden State Foods Corp	19,187,746	5	0.38				
MA Summercrest at Burleson LLC	18,866,285	6	0.37				
TEP Barnett USA LLC	17,804,101	7	0.35				
Sam's Real Estate Business Tr/Sam's East Inc	17,240,704	8	0.34				
Oncor Electric Delivery Co	16,750,695	9	0.33				
JAHCO Burleson Town Center LLC	15,750,000	10	0.31				
Chesapeake Operating LP	-		-	23,241,473	1	0.96	
Encore MF Burleson LP	-		-	14,747,820	4	0.61	
Devon Energy Production CO LP	-		-	11,782,434	5	0.49	
Target Corporation	-		-	11,306,138	6	0.47	
Baker Hughes Oilfield Operations, Inc/	-		-	11,121,637	7	0.46	
Dragon Products	-		-	10,929,120	8	0.45	
WalMart Stores Inc. #220	-		-	10,474,522	9	0.43	
HEB Grocery Company LLP			<u>-</u>	10,142,394	10	0.42	
Total	\$ 214,432,200		4.22 %	\$144,232,673	:	5.97 %	

Table 8

City of Burleson, TexasProperty Tax Levies and Collections (Unaudited) Last Ten Fiscal Years

Fiscal			Collected v	within the			
Year	Actual	Taxes Levied	Fiscal Year	of the Levy	Collection	Total Collect	ions to Date
Ended	Levy	for the		Percentage	in Subsequent		Percentage
9/30	Year	Fiscal Year	Amount	of Levy	Years	Amount	of Levy
2013	2012	\$ 16,055,008	\$ 15,864,234	98.81%	\$ 126,985	\$ 15,991,219	99.60%
2014	2013	16,528,604	16,348,465	98.91%	161,390	16,509,855	99.89%
2015	2014	19,537,616	19,313,610	98.85%	119,028	19,432,638	99.46%
2016	2015	20,896,042	20,713,371	99.13%	74,875	20,788,246	99.48%
2017	2016	22,079,157	21,915,940	99.26%	35,962	21,951,902	99.42%
2018	2017	24,363,253	24,227,984	99.44%	48,184	24,276,168	99.64%
2019	2018	26,776,792	26,583,649	99.28%	86,510	26,670,159	99.60%
2020	2019	28,878,855	28,571,233	98.93%	22,239	28,593,472	99.01%
2021	2020	29,922,991	29,874,354	99.84%	32,536	29,906,890	99.95%
2022	2021	31,353,198	31,152,307	99.36%	25,571	31,177,878	99.44%

Sources: Johnson County Tax Office reports

City of Burleson, Texas Ratios of Outstanding Debt by Type and General Bonded Debt Outstanding (Unaudited) Last Ten Fiscal Years

		GOVE		BUSINESS-TYPE ACTIVITIES			
Fiscal Year	General Obligation Bonds	Certificates of Obligation (1)	Sales Tax Revenue Bonds	Leases	Unamortized Premium	General Obligation Bonds	Certificates of Obligation
2013	\$ 34,692,000	\$ 37,925,000	\$ 5,765,000	\$ 762,991	\$ 1,191,961	\$ 13,608,000	\$ 21,780,000
2014	49,584,570	33,800,000	5,140,000	621,676	3,149,960	11,770,430	23,220,000
2015	55,518,570	31,685,000	4,490,000	520,372	4,790,377	21,561,430	22,520,000
2016	68,653,213	20,895,000	3,815,000	419,067	8,325,210	24,816,787	24,050,000
2017	73,129,176	23,256,570	3,179,150	297,396	7,418,969	24,159,171	31,672,038
2018	63,172,356	33,695,000	2,380,000	806,613	6,599,717	20,087,644	36,690,000
2019	58,076,855	39,880,000	1,615,000	624,426	6,294,038	17,638,144	39,665,000
2020	52,038,785	41,875,000	825,000	523,326	6,846,544	15,266,215	42,015,000
2021	46,569,428	40,045,000	-	465,429	5,704,181	17,250,572	35,795,000
2022	42,596,857	44,870,000	-	405,528	5,388,903	14,333,143	39,730,000

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

⁽¹⁾ Includes certificate of obligation secured by a combination of property and sales tax revenue.(2) Includes governmental activities and business-type activities debt.(3) See Table 13 for population and personal income data.

	BUSI	NESS-TYPE ACTIV	ITIE	S			
Water Revenue Leases Bonds		Unamortized Premium		Total Primary Government (2)	Percentage of Personal Income (3)	Per Capita (3)	
\$	171,101 17,198 14,653 12,108 8,937 5,748 2,326	\$ 12,740,000 12,340,000 6,520,000 3,655,000 3,582,475 3,285,000 2,708,028	\$	482,612 1,254,735 2,860,630 3,548,319 3,349,611 3,028,819 3,002,559	\$129,118,665 140,898,569 150,481,032 158,189,704 170,053,493 169,750,897 169,506,376	11.60% 12.23% 12.80% 13.02% 13.17% 12.30% 11.44%	3,310 3,461 3,651 3,717 3,868 3,784 3,716
	- - -	2,900,000 2,700,000 2,495,000		3,267,486 2,771,511 2,842,740	165,557,356 151,301,121 152,662,171	10.63% 8.94% 9.51%	3,557 2,993 3,040

City of Burleson, Texas Net General Bonded Debt Outstanding (Unaudited) Last Ten Fiscal Years

		GOVERNMENTA		BUSINESS-TYPE ACTIVITIES		
Fiscal Year	General Certificates Obligation of U Bonds Obligation (3)		Unamortized Premium			Certificates of Obligation (3)
2013	\$ 34,692,000	\$ 37,925,000	\$ 1,191,961	\$ 846,752	\$ 13,608,000	\$ 21,780,000
2014	49,584,570	33,800,000	3,149,960	857,274	11,770,430	26,220,000
2015	55,518,570	31,685,000	4,790,377	873,316	21,561,430	22,520,000
2016	68,653,213	20,895,000	8,325,210	815,726	24,816,787	24,050,000
2017	73,129,176	23,256,570	7,418,969	821,623	22,564,073	30,030,000
2018	63,172,356	33,695,000	6,599,717	935,135	20,087,644	36,690,000
2019	58,076,856	39,880,000	6,294,038	526,482	17,638,144	39,665,000
2020	52,038,785	41,875,000	6,846,544	2,398,153	15,266,215	42,015,000
2021	46,569,428	40,045,000	5,704,181	2,241,124	17,250,572	35,795,000
2022	42,596,857	44,870,000	5,388,903	2,682,953	14,333,143	39,730,000

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

- (1) See Table 5 for taxable value of property data.
- (2) See Table 13 for population and personal income data.(3) Includes debt secured by a combination tax and revenue pledge.
- (4) These bonds are serviced completely by revenue streams other than general property taxes.

	BUSINESS-TY	PE ACTIVITIES		Net		
		Total		General	Percentage	
		General	Less:	Bonded	of Actual	
	Unamortized	Bonded	Self-supported	Debt	Property	Per
_	Premium	Debt	Debt (4)	Outstanding	Value (1)	Capita (2)
	\$ 482,612	\$108,832,821	\$ 61,140,001	\$ 47,692,820	1.98%	1,223
	1,254,735	124,922,421	66,191,289	58,731,132	2.36%	1,443
	2,860,630	138,062,691	73,906,740	64,155,951	2.30%	1,557
	3,548,319	149,472,803	70,561,740	78,911,063	2.62%	1,854
	3,349,611	158,926,776	72,145,034	86,781,742	2.67%	1,974
	3,028,819	162,338,401	83,101,740	79,236,661	2.44%	1,766
	3,002,559	164,030,115	90,211,289	73,818,826	1.84%	1,618
	3,267,486	158,910,877	73,562,446	85,348,431	1.94%	1,834
	2,771,511	145,894,568	68,218,869	77,675,699	1.59%	1,450
	2,842,740	147,078,690	85,172,633	61,906,057	1.52%	1,233



Table 11

Direct and Overlapping Governmental Activities Debt (Unaudited) September 30, 2022

Governmental Unit	Debt Outstanding	Estimated Percent Applicable (1)	Estimated Share of Direct and Overlapping Debt
City of Burleson	\$ 93,261,288	100%	\$ 93,261,288
Johnson County	18,735,000	22.77%	4,265,960
Tarrant County	433,175,000	0.39%	1,689,383
Tarrant County Hospital District	255,995,000	0.39%	998,381
Tarrant County Junior College District	12,825,000	0.39%	50,018
Burleson ISD	309,726,599	62.03%	192,123,409
Joshua ISD	92,755,000	22.50%	20,869,875
Total overlapping debt			\$ 219,997,024
Total direct and overlapping debt			\$ 313,258,312
Per capita direct and overlapping debt			\$ 6,239

(1) Overlapping percentage calculated as follows:

Overlapping portion of the government's tax base

Total tax base of the overlapping government

Population: 50,210

Source: Hilltop Securities

City of Burleson, Texas
Pledged – Revenue Bond Water and Sewer Coverage (Unaudited) Last Ten Fiscal Years

WATER	VVID	CEMED	DEDT

		Direct	Net Revenue Available	Revenu	e Bonds		
Fiscal	Gross	Operating	for Debt	Debt Service			
Year	Revenues(1)	Expenses (2) Service		Principal	Interest		
2013	\$ 16,213,617	\$ 10,741,772	\$ 5,471,845	\$ 920,000	\$ 565,957		
2014	17,263,299	10,908,767	6,354,532	400,000	492,016		
2015	17,792,538	11,053,011	6,739,527	1,070,000	492,014		
2016	18,593,177	10,989,736	7,603,441	890,000	365,595		
2017	19,789,388	10,568,950	9,220,438	185,000	118,625		
2018	22,369,878	11,552,023	10,817,855	185,000	114,925		
2019	23,030,483	12,765,375	10,265,108	190,000	111,175		
2020	22,316,565	12,719,362	9,597,203	195,000	106,838		
2021	21,935,286	12,878,090	9,057,196	200,000	101,900		
2022	24,505,013	13,749,990	10,755,023	205,000	96,325		

Notes:

⁽¹⁾ Includes operating revenues and interest income from pg. 21

⁽²⁾ Direct operating expenses are total operating expenses excluding depreciation expense and net pension obligation expense.

WATER AND SEWER DEBT

Revenue Bonds					Total				
Debt Se	ervice				Debt S	Servi	се		Water & Sewer
 Total	Coverage	Principal		Interest		_	Total	Coverage	Bond Coverage
\$ 1,485,957	3.68	\$	935,000	\$	842,308	\$	1,777,308	3.08	1.68
892,016	7.12		1,040,000		777,845		1,817,845	3.50	2.34
1,562,014	4.31		1,250,000		871,317		2,121,317	3.18	1.83
1,255,595	6.06		1,450,000		924,667		2,374,667	3.20	2.09
303,625	30.37		1,420,000		941,453		2,361,453	3.90	3.46
299,925	36.07		1,475,000		1,115,842		2,590,842	4.18	3.74
301,175	34.08		1,495,000		1,429,433		2,924,433	3.51	3.18
301,838	31.80		1,740,000		1,517,402		3,257,402	2.95	2.70
301,900	30.00		1,950,000		1,489,023		3,439,023	2.63	2.42
301,325	35.69		1,675,000		1,324,769		2.999.769	3.59	3.26

Table 13

Demographic and Economic Statistics (Unaudited) Last Ten Fiscal Years

 Fiscal Year	Population (1)	Personal Income (thousands of dollars) (2)	Per Capita Income (6)	Median Age (3)	Public School Enrollment (4)	Unemployment Rate (5)
2013	39,010	\$ 1,112,955	\$ 28,530	32.9	10,457	4.6%
2014	40,714	1,152,369	28,304	33.0	10,618	3.9%
2015	41,213	1,175,807	28,530	33.0	11,363	3.2%
2016	42,560	1,214,833	28,544	32.9	11,376	3.1%
2017	43,960	1,291,589	29,381	32.8	11,748	3.2%
2018	44,860	1,380,162	30,766	33.0	12,054	3.2%
2019	45,620	1,481,783	32,481	33.0	12,440	2.9%
2020	46,540	1,557,461	33,465	33.0	12,775	6.9%
2021	47,730	1,597,284	33,465	35.3	12,474	4.0%
2022	50,210	1,606,017	31,986	35.3	12,532	2.9%

Sources:

- (1) North Central Texas Council of Governments(Census 2000 information average)
- (2) Personal Income is derived by multiplying per capita income by the estimated population
- (3) City of Burleson Economic Development
- (4) Burleson Independent School District
- (5) Texas Workforce Commission
- (6) U.S. Census Bureau

Table 14

City of Burleson, Texas
Principal Employers (Unaudited) Current Year and Nine Years Ago

		2022			2013	
<u>Employer</u>	Employees	Rank	Percent	Employees	Rank	Percent
Burleson Independent School District	1,800	1	9.56 %	1,512	1	11.05 %
Wal-Mart	480	2	2.55	520	2	3.80
City of Burleson	479	3	2.54	374	3	2.73
H.E.B. Grocery	400	4	2.12	320	4	2.34
Jellystone RV Ranch/Pirates Cove	400	5	2.12			
Golden State Foods	320	6	1.70			
Champion Buildings Mfg	300	7	1.59	310	5	2.27
KWS Manufacturing	170	8	0.90	140	8	1.02
McLane Classic Foods	120	9	0.64			
Lowe's Companies	100	10	0.53	141	7	1.03
Basden Steel				150	6	1.10
Home Depot				100	9	0.73
Thomas Conveyor Mfg				90	10	0.66
Total	4,569		24.27 %	3,657		26.72 %

Source: City of Burleson Economic Development Department (JobsEQ Report)

City of Burleson, TexasFull-Time Equivalent City Government Employees By Function/Program (Unaudited) Last Ten Fiscal Years

	2013	2014	2015	2016
Function/Program				
General government and Administration	4.50	4.00	4.00	F 00
City manager's office City secretary's office	4.50 3.00	4.00 3.50	4.00 4.50	5.00 5.00
Support Services	1.00	1.00	1.00	1.00
Records management	1.00	1.00	1.00	1.00
Information technology	7.00	8.00	8.00	8.00
Economic development	2.50	2.00	2.00	2.50
Human resources	4.00	3.00	4.00	4.00
Communications	1.00	1.00	1.00	1.00
Library	10.46	11.50	12.50	11.00
Judicial	1.15	0.50	0.50	1.50
Legal Finance	0.50 9.00	1.00 9.00	1.00 9.00	1.00 8.00
Purchasing	1.00	1.00	1.00	1.00
	1.00	1.00	1.00	1.00
Public Safety Police	79.00	82.00	78.50	84.00
Dispatch**	79.00	62.00	76.50	64.00
Fire	34.00	36.00	38.00	40.00
Fire prevention	2.00	2.00	3.00	3.00
Emergency Services	-	-	-	-
Municipal court	8.50	6.50	8.00	3.00
Marshals Service	-	-	-	3.00
Public Works				
Public works administration	5.00	5.00	5.00	6.00
Street maintenance	20.00	18.00	17.00	17.00
Neighborhood services	2.00	2.00	2.00	2.00
Animal services	5.00	5.00	5.00	5.00
Environmental services Facility maintenance	3.00 2.00	1.00 2.00	1.00 2.00	1.50 3.00
Planning	4.00	4.00	4.00	5.00
Building code enforcement	6.50	6.50	9.00	9.00
Community development	5.00	3.00	2.00	2.50
Engineering	10.00	9.00	9.00	12.00
Parks & Recreation				
Parks & recreation administration	3.25	2.00	3.00	2.00
Recreation	39.10	34.70	42.20	41.90
Park maintenance	12.50	11.00	11.50	12.00
Senior citizens center	1.50	2.00	2.00	2.00
Atheltic Fields	8.90	9.10	9.20	8.80
Russell Farm	1.00	1.00	1.00	1.00
Enterprise Operations and Administration				
Water/Wastewater				
Water & sewer services	21.00	19.00	19.00	21.00
Utility billing Hidden Creek Golf Course	8.00	8.00	8.00	8.00
Golf course administration	2.00	1.00	1.00	2.00
Golf course club house & pro shop	6.07	6.25	6.25	6.50
Golf course maintenance	8.00	7.00	6.00	8.50
Golf course food & beverage	5.70	4.50	4.50	4.30
Solid Waste	0.78	1.00	2.00	1.00
Internal Service Operations				
Equipment services	5.00	5.00	4.00	3.00
				_
Total	354.91	340.05	352.65	368

^{*}Source: City of Burleson Adopted Annual Operating Budget (beginning in FY 2019)

^{**}Dispatch separated from Police into separate department beginning in FY2021

2017	2018	2019*	2020*	2021*	2022*
4.00	4.00	4.00	3.00	3.00	3.00
4.00	4.00	4.00	4.00	3.00	3.00
1.00	1.00	1.00	-	-	-
1.00	1.00	1.00	1.00	1.00	1.00
8.00	9.00	10.00	10.00	10.00	11.00
2.50	2.50	2.00	2.00	3.00	3.00
4.00	4.00	4.00	4.00	5.00	6.00
2.00	2.00	2.50	4.00	4.00	4.50
11.00 1.00	11.00	12.00	12.00	11.00	11.00 0.50
1.00	1.00	1.00	1.00	1.00	1.00
8.00	8.00	9.00	9.00	10.00	10.00
1.00	1.00	1.00	1.00	1.00	1.00
1.00	1.00	1.00	1.00	1.00	1.00
84.50	85.50	90.76	95.76	86.50	92.50
-	-	-	-	19.26	19.26
48.00	48.00	49.00	49.00	49.00	56.00
3.00	3.00	3.00	4.00	4.00	4.00
-	-	1.00	1.00	1.00	1.00
4.00	4.00	4.00	4.00	4.00	4.00
3.00	3.00	3.00	3.00	3.00	3.00
6.00	6.00	6.00	6.00	6.00	6.00
18.00	17.00	17.00	20.00	22.00	22.00
2.00	2.00	2.00	2.00	2.00	1.00
5.50	5.50	5.00	5.50	5.50	5.50
2.00	2.00	2.00	3.00	3.00	2.00
5.00	5.00	5.00	5.00	5.00	5.00
5.00	5.00	4.00	4.00	3.00	3.00
9.00	10.00	10.00	10.00	10.00	12.00
2.50	2.50	5.00	4.00	2.00	2.00
12.00	12.00	11.50	10.00	10.00	12.00
2.00	2.00	2.00	2.00	1.00	1.00
38.10	38.60	42.26	42.26	43.76	45.76
12.00	12.00	11.91	11.91	11.91	14.91
2.00	3.00	2.84	2.84	2.84	2.84
8.10	7.10	8.83	8.83	7.83	8.83
1.00	1.40	2.28	2.28	2.28	2.28
21.00	21.00	21.00	21.00	21.00	21.00
8.00	8.00	8.00	8.00	8.00	9.00
2.00	2.00	2.00	2.00	1.00	_
6.50	6.50	6.80	6.80	6.80	6.80
9.00	9.00	8.68	8.68	7.68	7.68
4.20	4.20	4.19	4.19	4.19	4.19
1.00	1.00	1.00	-	-	-
2.00	2.00	2.00	2.00	4.00	4.00
3.00	3.00	3.00	3.00	4.00	4.00
375.9	377.8	394.55	401.05	409.55	433.55



Table 16

City of Burleson, Texas Schedule of Insurance Policies in Force (Unaudited) As of September 30, 2022

_	AM Best Rating	Policy Number	Policy Period	Coverage	Deductibles	Liability Limits	
Texas Municipal League Intergovernmental Risk Pool	A++	A++	3511	10/1/2021 9/30/2022	General Liability	-	\$1,000,000
			9/30/2022	Real & Personal Property	\$2,500	91,701,089	
				Flood and Earthquake	25,000	5,000	
				Boiler and Machinery	2,500	100,000	
				Mobile Equipment	2,500	100,000	
	Auto Liability	-	1,000,000				
	Auto Physical Damage	1,000	Per schedule				
			Law Enforcement Liability	1,000	2,000,000		
				Errors & Omissions	5,000	2,000,000	
		·	Public Employee Dishonesty	250	500,000		
				Theft Disappearance and Destr	100	20,000	
				Computer Fraud	50,000	100,000	
				Workers' Compensation	N/A	500,000	

Source: Claims administrators - TML Claims, 18601 LBJ Freeway, Suite 210, Tower East Tower, Mesquite, TX 75150

Operating Indicators by Function/Program (Unaudited) Last Ten Fiscal Years

	2013	2014	2015	2016	2017
Public safety					
Police					
Total calls	78,426	83,937	82,340	72,900	63,460
Arrests	1,068	1,050	1,077	1,089	1,045
Traffic enforcement	7,929	8,981	6,470	6,312	11,374
Fire					
Number of calls for service	3,622	3,821	4,121	4,338	4,491
Inspections	2,038	2,719	3,957	4,012	2,895
Animal Control					
Animals Adopted	352	426	478	457	564
Animals Impounded	1,900	1,907	1,942	2,041	2,352
Environmental Health					
Permits ¹	-	-	_	-	265
Inspections	-	131	162	182	521
Community Development					
Permits Issued ³	4,627	4,734	4,826	7,088	4,829
Inspections Made	11,015	13,827	15,071	15,186	14,225
Parks and Recreation					
Recreation					
Special Event Participants	33,725	28,415	38,181	41,300	44,225
Senior Citizen Participants ⁴	34,219	35,124	33,535	37,688	36,450
Library	·			•	
Books in Collection	64,640	66,435	70,545	70,828	70,210
Materials borrowed ²	406,379	432,189	413,732	436,033	333,290
Water and Sewer					
Number of water customers	13,251	13,501	13,877	14,224	14,432
Number of sewer connections	13,396	13,495	14,087	14,457	14,513
Gas Well					
Number of Permits	-	7	-	-	-
Number of Pad Site Inspections ⁵	6,350	6,032	3,033	2,964	3,380

Notes:

- (1) All permits collected by Tarrant County Health Department prior to June 2020.
- (2) Beginning 2017, Library discontinued counting in-house circulations.
- (3) Permits issued include building, fire prevention, and garage sales.
- (4) People counters installed in 2019 to track attendance.
- (5) Frequency of Gas Well Pad Site Inspections changed beginning in 2019.

Source: Various City Departments

2018	2019	2020	2021	2022
59,062	45,349	44,477	56,916	54,364
1,107	1,210	1,276	1,221	1,314
8,733	6,672	5,162	7,754	6,864
4,274	4,505	4,473	5,174	6,387
1,427	3,281	2,139	2,170	2,132
719	799	674	660	678
1,777	1,860	1,585	1,697	1,704
294	336	334	388	468
507	447	529	670	690
4,844	4 560	4.610	2 964	4 270
13,104	4,560 12,276	4,610 15,207	3,864 13,495	4,279 14,090
44,500	45,200	17,585	19,295	37,161
35,247	55,032	Closed - Covid	14,749	38,195
68,980	65,951	65,107	63,559	53,849
338,654	348,100	287,183	278,508	267,053
14,588	15,185	15,437	15,641	15,908
14,849	15,666	16,050	16,304	16,635
_	_	_	_	_
3,276	1,000	1,000	126	126

City of Burleson, TexasMiscellaneous Statistics (Unaudited) Last Ten Fiscal Years

		2013	2014	2015	2016
Date of incorporation Date of charter Area incorporated	May 12, 1912 April 5, 1989 (square miles) Council/Manager	26.17	26.17	26.33	28.06
Form of government	Council/Manager				
Education:					
Attendance centers		15	15	15	16
Number of teachers		665	675	685	706
Number of students		10,457	10,618	10,807	11,376
Miles of streets		185.00	181.00	185.17	192.76
Miles of sewers:					
Sanitary sewers		200.00	199.39	202.39	203.38
Storm sewers		49.00	49.70	49.47	50.68
Culture and recreation:					
Parks - number of a	cres	454	463.44	463.44	486.19
Number of municipal		2	2	2	2
Number of lighted ba		16	16	16	16
Number of communi	ty centers	2	2	2	2
Municipal water system	:				
Number of water cus		13,251	13,501	13,877	14,224
Daily average consur		4,227,154	4,344,483	4,129,146	4,196,295
System capacity (ga		14,550,000	14,550,000	17,500,000	17,500,000
Miles of water mains		189.00	192.09	205.24	204.72
Number of fire hydra	ints	1,349	1,431	1,463	1,497
Municipal sewer system	:				
Number of sewer co		13,396	13,495	14,087	14,457
System capacity (ga	llons per day)	11,890,000	11,890,000	11,890,000	11,890,000
Number of street lights		1,421	1,442	1,457	1,539

2017	2018	2019	2020	2021	2022
28.21	28.28	28.33	28.37	28.39	28.46
16	16	17	17	18	18
759	773	780	800	813	828
11,748	12,054	12,340	12,775	12,474	12,532
196.86	201.10	209.05	212.96	215.45	222.03
209.15	213.42	214.99	215.49	217.59	225.08
55.74	60.17	59.97	60.70	62.48	62.76
477.66	542.8	554.49	565.05	562.1	554.65
2	2	2	2	2	2
16	16	18	18	18	18
2	2	2	2	2	2
14,432	14,588	15,185	15,437	15,641	15,908
4,582,278	4,928,277	4,354,776	4,544,416	4,502,115	5,256,882
17,500,000	17,500,000	17,500,000	17,500,000	17,500,000	17,500,000
208.61	211.44	212.49	216.14	220.73	223.32
1,553	1,568	1,587	1,628	1,661	1,692
14,513	14,849	15,666	16,050	16,304	16,635
11,890,000	11,890,000	11,890,000	11,890,000	11,890,000	11,890,000
1,576	1,588	1,638	1,640	1,638	1,628



Single Audit Report September 30, 2022



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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Honorable Mayor and City Council City of Burleson, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 24, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Honorable Mayor and City Council City of Burleson, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

WEAVER AND TIDWELL, L.L.P.

Weaver and Siduell, L.S.P.

Fort Worth, Texas February 24, 2023



Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance

To the Honorable Mayor and City Council City of Burleson, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Burleson's (the City's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City's major federal programs for the year ended September 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

The Honorable Mayor and City Council City of Burleson, Texas

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- · Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to
 design audit procedures that are appropriate in the circumstances and to test and report on internal
 control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing
 an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such
 opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The Honorable Mayor and City Council City of Burleson, Texas

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Burleson as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Burleson's basic financial statements. We issued our report thereon, dated February 24, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Weaver and Siduell, L.S.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas February 24, 2023

Schedule of Findings and Questioned Costs For the Year Ended September 30, 2022

I. Summary of the Auditor's Results:

and type B programs.

i. Auditee qualified as a low-risk auditee?

<u>Financ</u>	ial Statements					
a.	An unmodified opinion was issued on the	financial statem	nents.			
b.	Internal control over financial reporting:					
	Material weakness(es) identified?			_Yes	X	_No
	Significant deficiency(ies) identified that a considered a material weakness?	are not		_Yes	X	_None Reported
C.	Noncompliance material to financial statements noted?			_Yes	X	_No
<u>Major</u>	<u>Programs</u>					
d.	Internal control over major programs:					
	Material weakness(es) identified?			_Yes	X	_No
	Significant deficiency (ies) identified that Considered a material weakness?	are not		_Yes	X	_None Reported
e.	An unmodified opinion was issued on compliance for the major Federal program.					
f.	Any audit findings disclosed that were required to be reported in accordance with 2 CFR 200.516(a)?			_Yes	X	No
g.	Identification of major program:					
_	Program/Cluster Name	Assistance Listing Number		An	nount	
	COVID-19 - American Rescue Plan Act	21.027	\$;	1,607,06	3
h.	The dollar threshold used to distinguish between type A					

\$750,000

___X__Yes

Schedule of Findings and Questioned Costs For the Year Ended September 30, 2022

II. Findings Relating to the Financial Statements Which Are Required To Be Reported in Accordance with *Generally Accepted Government Auditing Standards*:

There were no matters reported

III. Findings and Questioned Costs for Federal Awards:

There were no matters reported

Summary of Prior Audit Findings For the Year Ended September 30, 2021

IV. Summary of Prior Year Findings

There were no matters reported

Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2022

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Pass-through Entity Identifying Number	Expenditures
U.S. Department of Justice			
Passed through Texas Office of the Governor			
Victims of Crime Act Formula Grant Program Edward Byrne Memorial Justice Assistance Grant Program	16.575 16.738	3780303 4245001	\$ 54,410 24,183
Total Texas Office of the Governor			78,593
Total U.S. Department of Justice			78,593
<u>U.S. Department of Treasury</u> Passed through Texas Department of Emergency Management			
COVID-19 - American Rescue Plan Act	21.027	N/A	1,607,063
Total Texas Department of Emergency Management			1,607,063
Total U.S. Department of Treasury			1,607,063
U.S. Department of Transportation Passed through Texas Department of Transportation Highway Planning and Construction Cluster			
Extension of Alsbury	20.205	CSJ #0902-50-104	(278,317)
Irene Gardens to Johnson SRTS	20.205	CSJ #0902-50-125	267,005
Total Texas Department of Transportation			(11,312)
Total U.S. Department of Transportation			(11,312)
<u>Institute of Museum and Library Services</u> Passed through the Texas State Library and Archives Commission			
Regional ILS Cooperative Grant	45.310	LS-249990-OLS-21	66,234
ILL Lending Reimbursement Program	45.310	LS-249990-OLS-21	3,928
Community Advancement Packages Grant	45.310	LS-250239-OLS-21	7,526
Total Texas State Library and Archives Commission			77,688
Total Institute of Museum and Library Services			77,688
<u>U.S. Department of Homeland Security</u> Passed through Texas Department of Emergency Management			
COVID-19 Vaccine Public Assistance Grant	97.036	4485DRTXP0000001	312,471
Total Texas Department of Emergency Management			312,471
Total U.S. Department of Homeland Security			312,471
Total Expenditures of Federal Awards			\$ 2,064,503

Notes to Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2022

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City, and is presented on the modified accrual basis of accounting as described in Note 1 to the basic financial statements for the year ended September 30, 2022. The information in the Schedule of Expenditures of Federal Awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Amounts returned or refunded to a grantor resulting from unallowed or unused funds are presented as negative expenditures on the accompanying Schedule of Expenditures of Federal Awards.

The City elected not to use the de minimis indirect cost rate as allowed in the Uniform Guidance, Section 414.



City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: March 6, 2023

SUBJECT:

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

SUMMARY:

Council has expressed concerns to staff regarding the Hotel/Motel tax grant policy. Some specific items of consideration are as follows: event eligibility, review process, guest tracking, scoring rubric, and scope of advertisting.

OPTIONS:

- 1) Approve amendment to policy as recommended by staff
- 2) Modify amendment to policy as recommended by staff
- 3) Deny policy amendments (leave as is)
- 4) Other direction from Council

RECOMMENDATION:

Staff is recommending amendments to the governing policy as presented.

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

The latest revisions to the policy were adopted by Council in 2020.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joni Van Noy Economic Development Coordinator <u>jvannoy@burlesontx.com</u> 817-426-9689



Hotel/Motel tax grants

Current Guidelines

Usage of Hot/Mot funds is dictated by Chapter 351 of the Tax Code

- 1 Must directly enhance and promote tourism
- 2 Every expenditure must clearly fit into one of these categories:
 - 1. Visitor Information Center
 - 2. Furnishing of Facilities and Registration of Visitors
 - 3. Advertising, Promotional Programs or Activities
 - 4. Arts Promotion
 - 5. Historical Restoration and Preservation
 - 6. Tourist Transportation Systems

- Must present reasonable evidence that project/event has the *ability* to increase overnight stays
- Recipients must explore local businesses for products and services when expending HOT funds





Current Process/Procedures Overview

Apr 7: HOT/MOT Process announced via press release, City social media & email to previous applicants, and general inquirers throughout the year

Apr 21: Grant application deadline

Apr 24: EDC/City Attorney/Finance review applications for completeness and compliance; applicants are notified of any corrections /additional info. needed on application(s)

Apr 28: EDC scores applications in accordance with scoring rubric

Jun 5: Staff presents all applications and requests to City Council

Jun 5: Council awards grants at their discretion

Jul 31*: City Manager includes grant amounts as part of budget presentation to Council



FY 22-23 Grant Recipients

EVENT	APPLICANT	POINTS	FUNDS REQUESTED	PREVIOUS AWARD	EST. ATTENDANCE
McKenzie's Western Swing Fiddle Workshop	Fiddles on Wheels	4	\$4,500	\$5,000 (′18)	200
Harvest Moon Festival	Local Life	2	\$5,000	N/A- New	400
Party at the Pavilion	Local Life	2	\$5,000	\$5,000 ('21)	1,500
St. Paddy's Pub Crawl	Local Life	2	\$6,000	\$5,000 ('21)	300
City on a Hill	Crazy 8 Ministries	4	\$8,000	\$8,000 ('21)	3,000
Bistro, Wine & Brew Crawl	Cross Timbers Wine Trail	2	\$10,000	\$10,000 ('21)	3,000
Full Circle Women's Conf.	BACC (Chamber)	2	\$10,000	N/A- New	350
Open Skies Benefit	Never Alone Org.	2	\$10,000	\$8,050 ('21)	2,000
Museum/Visitors Center	Heritage Foundation	6	\$10,000	\$10,000 ('21)	7,500
Food Truck & Arts Fest.	Venture Mathis LLC	2	\$10,000	N/A- New	3,000
Honey Tour	BACC (Chamber)	6	\$12,500	\$12,500 ('20)	1,500
BTX Brew Fest	Venture Mathis LLC	2	\$17,000	\$10,000 ('21)	4,000
Marketing Campaign	Jellystone Park	3	\$50,000	N/A- New	85,000
Total	-	-	158,000	-	-

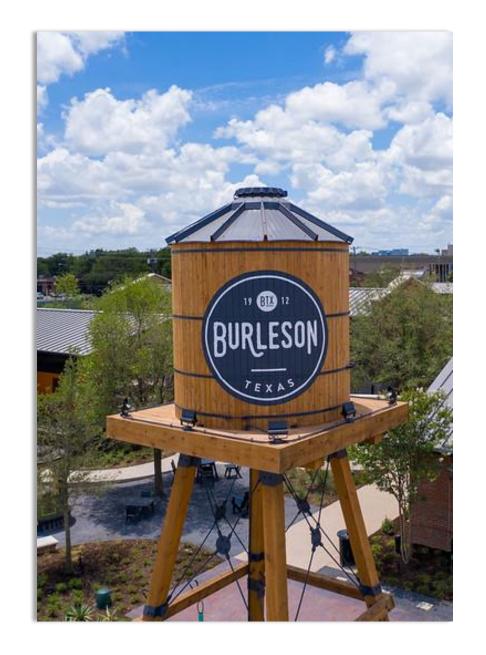
Projected Revenue: \$476,462

Grant Requests Total: \$158,000 (approx. 33.16%)



Latest Policy Revisions

- 1. (Added) Establish hotel promo code to encourage overnight stays for vendors and/or patrons (2019)
- 2. (Added) Allocate 50% of annual revenue for grants yearly as starting point with ability to use additional at Council discretion (2020)
- **3.** (Removed) Three (3) year application restriction (2020)





Application Scoring

Scoring rubric adopted by Council 02.03.20

The review committee scores applications based on the following factors (in no particular order)

- 1. Number of years event has occurred
- 2. Multi day vs. single day
- 3. Ticketed or free to the public
- 4. Profit vs. Non-profit
- 5. Established hotel code

Criteria	Points
Years hosted this event	1 year = 1 point
Multi-day events	1 day = 1 point
Ticketed or free to public	Ticketed= 1 point, Free= 2 points
Non-profit or For profit	501(c)3= 2 points, Profit= 1 point
Established hotel code	Yes= 1 point, No= zero

When funds are limited, priority will be given to events with higher application scoring

Concerns expressed by Council

Eligibility

Current: Application must present potential to create overnight stays, applicant must be in good standing if previous awards have been granted, recipient must explore local products and services when expending HOT funds

Conflicts: Established events may receive substantially less than a newer event although proven successful; Applicants may apply for funding year over year with no plan to become self sufficient in advertising without grant funds; Selection may appear subjective because of the variety of accepting both "for profit" events and non-profit events

Review Process

Current: EDC, Finance, City Attorney review applications for completeness/compliance

Conflict: Selection of applications brought forward may appear subjective to outside viewers. Council may want to consider a sub committee or citizen comprised review board

Guest Tracking

Current: Council recommended policy revision in 2020 requiring organizers to establish hotel promo code to track local stays generated by events hosted.

Conflict: Some organizers have mentioned issues with coordinating promo code with hotel owners/GM's-some not willing to do it because it does not benefit hotel; some willing to create code, but the info. obtained is not tracked, etc.

Concerns expressed by Council

(Continued)

Scoring Rubric

Current: Council recommended policy revision in 2020 creating a scoring rubric to score applications so that they may be ranked by priority in the event funds are limited.

Conflict: Because of the way "years hosted" scoring was established, the majority of events end up with the same score (2 pts), providing little added value to the scoring system.

Scope of Advertising

Current: Policy does not specify that reimbursable advertisement costs must target audiences outside of the vicinity; advertising guidelines are vague

Conflicts: Local advertising does not generally create hotel stays.



City	Review	Cap on yrs. Funded?	Funding allocation	Hotel tracking	Additional info.
Cleburne	"funding committee" interviews applicants/makes awards (Committee: 2 hoteliers, 2 tourism stakeholders, 1 city staff, 2 Chamber members)	N/A- No Cap	Budget all CVB expenses first; remaining revenue is allocated to Hot/Mot grants	Estimate provided by applicant on post event form	Applicants must be government entity or 501c3 non-profit; Hot/Mot duties overseen by Chamber; all applicants interviewed
Denton	Council sub-committee, then Council	N/A- No Cap	Annual revenue (starting point) w/ option to use fund balance at CC discretion/No max application amount	Estimate provided by applicant on post event form	Applicants must be government entity or 501c3 non-profit
Grapevine	N/A- no grant process	-	-	-	All events are hosted by the City's Parks & Rec or CVB
Keller	N/A- no grant process	-	-	-	-
Mansfield	Committee- City staff + council members	3 years	No specified % of fund or amount allocated/No max application amount	Estimate provided by applicant on post event form	
Midlothian	N/A- no grant process	-	-	-	-
Rockwall	Committee- City staff + Council members	N/A- No Cap	No specified % of fund or amount allocated/No max application amount	Estimate provided by applicant on post event form	

Options

- 1. Leave as is
- 2. Leave as is with removal of scoring rubric staff recommendation
- 3. Form a review committee for Hot/Mot applications
 - Council sub-committee
 - Citizens
 - Mix of Council/Citizens
- 4. Other direction from Council (i.e. to include modifications to policy to include other elements presented as part of council concerns)



CITY OF BURLESON GUIDELINES/APPLICATION FOR REQUESTING HOTEL/MOTEL OCCUPANCY TAX FUNDS

"Visit Burleson Tourism Grant"

GENERAL INFORMATION

Application Year: October 1, 2022 thru September 30, 2023

The City of Burleson's use of funds collected through the Hotel/Motel Occupancy Tax (HOT) is governed by Chapter 351 of the Tax Code. The funds primary use is intended to benefit the convention and hotel industries through the promotion of tourism to the City. The allocation of funding is premised on the City's population and the existence of funds for the acquisition of sites for convention center facilities and/or visitor information centers. The following determinations and definitions apply to the application of Hotel/Motel Occupancy Tax funds as of the date of this document.

The use of HOT funds is dictated by State law and defined in the Texas Tax Code (Subtitle D. Local Hotel/Motel Occupancy Taxes; Chapter 351. Municipal Hotel/Motel Occupancy Taxes).

Use of the approved HOT funds, MUST by law, directly enhance and promote tourism and the convention and hotel industry, AND fall within one of the statutorily provided categories:

<u>Visitor Information Center</u>. Funds may be used for the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, orboth.

<u>Furnishing of Facilities and Registration of Visitors</u>. Funds may be used for the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants.

<u>Advertising</u>, <u>Promotional Programs and Activities</u>. Funds may be expended for advertising, conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

<u>Arts Promotion</u>. Occupancy tax funds may be used for the encouragement, promotion, improvement, and application of the arts, including instrumental and

vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

<u>Historical Restoration and Preservation</u>. Funds may be used for historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums. (As of the date of this document the City has not dedicated any reserve funding to the acquisition of a convention center or visitor facilities and as such may not allocate more than 50% of the occupancy tax revenue).

<u>Tourist Transportation Systems.</u> Funds may be used to transport the attendees to different tourism venues. In 2007, the legislature authorized the use of city hotel tax for any sized city to cover the costs for transporting tourists from hotels to and near the city to any of the following destinations:

- the commercial center of the city
- a convention center in the city
- other hotels in or near the city
- tourist attractions in or near the city

In combination with the State's requirements for distributing HOT funds the City has created a set of guidelines to make these funds available for qualifying projects through the "Visit Burleson Tourism Grant"

SELECTION GUIDELINES

- The applicant must present reasonable evidence that the expenditure or event will increase overnight stays in Burleson that are consistent with the level of HOT funding requested.
- 2 The selection committee will base award decisions on the following factors (in no particular order):
 - a. Potential to attract overnight stays in Burleson (multi-day events preferred)
 - b. Level in which tourism is promoted
 - c. Impact on local economy
 - d. Quality of event
- All sponsorship requests (including those affiliated with Visit Burleson) are required to submit an application that will be reviewed by City Council in accordance with HOT/MOT grant eligibility and process
- 4. Event must have established hotel promo code to encourage overnight stays for vendors and/or patrons
- 5. 50% of the prior year's annual Hotel/Motel tax revenue will be the maximum amount allocated to grant awarding. That amount may be increased only at the discretion of City Council.
- 6. If previously awarded a grant, the applicant must have successfully fulfilled all contractual obligations.

7. Recipient must explore local businesses for products and services when expending HOT funds.

HOW TO FILE

To be considered by the selection committee, each application must follow the filing requirements below:

- Applications will be received via email to <u>ivannoy@burlesontx.com</u>
 *A confirmation receipt will follow a successful transmission
- 2. A point of contact for each application must be clearly identified
- 3. Organizations will receive official notification of awards by e-mail
- 4. Each organization must submit the following documents to be included with the application:
 - list of current board of directors and officers (if applicable)
 - a statement of long range goals (for the organization)
 - a statement of long range goals for the activity to be funded
 - a current budget for the organization
 - · a current budget for the tourism-related activity for which funding is sought

The timeline for the application review process for 2022-2023 is as follows:

- March 4- Application period opens
- March 21 Visit Burleson Tourism Grant Applications Due
- <u>March 22</u> EDC reviews for compliance/completeness and gives comments to applicant
- March 24 Applicant to respond with any corrections
- March 26 Applicant notified if committee intends to recommend project for award this
 year or not and the reasoning
- May 16 Recommendations presented to City Council for 2022-2023 Awards

REQUIREMENTS FOR GRANT RECIPIENTS

1. Limitations

Each applicant may apply for no more than three (3) projects in any one year. Each project must be submitted separately. A project is 1) a single event, performance and/or activity; or 2) a series of events, performances or activities that are related; which are promoted, marketed and/or perceived by the selection committee to be a single, integrated event,

performance or activity for the purpose of bringing outside visitors to Burleson hotels.

- All grant monies must go directly to the activities associated with the project.
- Any payment of administrative costs must be directly related to the event or authorized expenditure and must be set forth in the initial application to the City Council, approved by the City Council and incorporated into the written agreement with the recipient agency.
- All expenses approved by the City Council for an event will be considered on the basis of the City's fiscal year and must be incurred and encumbered by the applicant within the City's fiscal year. All requests for reimbursement must be presented to the City not later than 45 days after the conclusion of the event
- Failure to submit information requested by City Staff throughout this process may result in disqualification for the following year and/or a reduction in any amount approved.
- Marketing funded with HOT funds should focus on targeting visitors outside a 50 mile radius of the City of Burleson who are likely to stay overnight in Burleson.
- Funds will only be disbursed in compliance with the written agreement with the agency receiving the funds that the agency is in agreement and accountable to all provisions of the act and State law.

2. Reporting & Records

- In order to remain in good standing and receive reimbursement for the allocated monies awarded to your organization, the Post Event Analysis must be submitted to the City Economic Development Department within 45 days of the conclusion of the event.
- If the Post Event Analysis and the final accounting of room nights are not received by the due date, the City of Burleson reserves the right to reject any future application by the organization and to request reimbursement of partial or all HOT funding.
- It is the responsibility of the event to monitor the number of out-of-town guests who stay in City of Burleson lodging properties in relation to their event. It is strongly recommended to work with the local hotels to ensure proper credit and tracking. Some suggestions for tracking out-of-town guests would be to use a zip code tracking system or a survey distributed to attendees. Please note that stated room nights generated will be subject to an audit by the City of Burleson. Please note that room nights generated in other surrounding areas will not be credited to your event.

- No reimbursement will be honored by the City without an invoice or receipt along with acceptable proof of payment which shall be in the form of a canceled check(s), bank statement, or other proof of payment as required by the City of Burleson.
- All reimbursement requests will be reviewed in strict adherence to the Tax Code of the State of Texas, Chapter 351 (the "Act"), dealing with legally eligible expenses and the contract between the City and the recipient agency.
- Payment and determination by the City of the validity of an expense will be the sole right of the City and is not considered "authorized" until a reimbursement request has been submitted and approved.
- Keep separate accounting records and do not comingle funds.
- By signing this agreement, you are granting permission for City auditors to review your accounting records of this organization's event.

3. Modification of Projects

Any modifications or alterations to awarded projects must be submitted in writing to the City of Burleson for approval.

4. Acknowledgements

The Hotel/Motel Occupancy Tax funds are administered by the City of Burleson.

If your project is selected, the City of Burleson may require to be listed as a PRESENTING/TITLE SPONSOR of your event or activity. Organizations shall comply with the following request for acknowledgement of sponsorship:

- 1. Include the line "This project was made possible, in part, by a grant from the City of Burleson" in press releases and other literature:
- 2. All use of city logos shall be submitted in writing to the City of Burleson for approval;
- 3. Promotional pieces submitted to media outlets shall be submitted simultaneously to the City of Burleson;
- 4. Follow other/additional requirements as put forth in the award notification letter:
- Advertise Burleson hotel properties and have a Group Code listed on all advertisements.

Note: If an event/activity is being funded retroactively, acknowledgement should be included on any follow up press releases, websites or e-mails.

5. Liability

Grant recipients agree to indemnify and hold harmless the City of Burleson staff, volunteers, its employees and its agents, and City Council, in connection with any action, claim, lawsuit, charge, or proceeding, including but not limited to any civil action, based upon and/or arising out of the recipient's use of the funds provided by the City of Burleson pursuant to this contract. Any recipient of funds shall carry liability insurance for the event or activity, for which they are receiving funding from HOT funds, and shall include the city, employees and officers as additional insured.

All funds received from the City under the Act or authorization of the City Council is subject to the Texas Public Information Act and audit rights of the City of Burleson.

6. Penalty

Failure to comply with these requirements may result in forfeiture of final payments, required reimbursements and/or disqualification from consideration of future applications.



City Council Regular Meeting

DEPARTMENT: City Secretary's Office

FROM: Amanda Campos, City Secretary

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

The City Council duly and legally met on March 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 March 6, 2023 DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

COUNCIL ABSENT:

Victoria Johnson Rick Green

Jimmy Stanford

Chris Fletcher

Tamara Payne

Dan McClendon Ronnie Johnson

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 - 4:31 PM

Invocation – Rusty Gilliam, Pastor of Cross Timber Church.

Pledge of Allegiance to the US Flag

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

2. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide feedback to staff regarding EMS Billing best practices and recommendations. (Staff Presenter: K.T. Freeman, Fire Chief).
 - K.T. Freeman, Fire Chief, presented a report on EMS Billing best practices and recommendations to council.
- B. Receive a report, hold a discussion, and provide feedback regarding a demonstration of the city's new customer relationship management software and 311 customer service call center launch. (Staff Contact: Jesse Elizondo, Director of Customer Service

Jesse Elizondo, Director of Customer Service, presented a demo of the city's new customer relationship management software to the council.

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3. PUBLIC PRESENTATIONS

A. Proclamations

 A Proclamation recognizing "Theatre in our Schools" for the month of March. (Recipient: Christian Steele, Burleson Mayors Youth Council Chair and Burleson High School Elk Theatre

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.

- Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071
 - City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications, Case No. 6:10-cv-345-ADA-DTG, United States District Court for the Western District of Texas
 - Potential abatement and demolition contract for 130 E Renfro St, removal and conveyance of stained glass windows, and Texas Constitution Article III, § 52(a) and Article XI, § 3
- Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072
- 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
 - Project Lunchbox

Motion was made by Rick Green and seconded by Dan McClendon to convene into executive session. **Time: 5:51 p.m.**

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

Motion was made by Dan McClendon and seconded by Victoria Johnson to reconvene into open session. **Time: 6:37 p.m**.

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

3. PUBLIC PRESENTATIONS - cont'd

B. Presentations

None.

C. Community Interest Items

- Great turnout at the Senior Center craft show on Saturday with a portion of the proceeds to benefit the Library.
- Join us Saturday, March 11 at 9:30 a.m. for Dogs and Donuts at Burleson Bark Park and Burleson Police Department open house at 10:00 a.m.

• Join us on Saturday, March 23 at 11:30 a.m. for Character Council Awards Luncheon at Pathway Church, no cost for the ticket but do take donations.

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.
 - None.

5. CITIZEN APPEARANCES

 Hank Holdridge, 1225 Oak Grove, asked City Council to consider crosses at the entrance of the city (35W).

6. CONSENT AGENDA

A. Minutes from the February 20, 2023 regular council meeting. (Staff contact: Amanda Campos, City Secretary).

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

B. CSO#5019-03-2023, professional services agreement with Birkhoff, Hendricks & Carter, LLP for the design of the Lift Station Rehabilitations project in the amount of \$75,500.00. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

C. CSO#5020-03-2023, facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the upcoming season. (Staff Contact: Joni Van Noy, Economic Development Coordination)

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

D. CSO#5021-03-2023, contract with Home Run Construction, LLC for the construction of a parking lot for Oak Valley Park in the amount not to exceed \$169,344.34. (Staff Contact: Jen Basham, Parks and Recreation Director)

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

E. CSO#5022-03-2023, professional services contract for an Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) feasibility study with Quanta, LLC in the amount \$100,318.00. (Staff Contact: Eric Oscarson, Director of Public Works)

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

F. CSO#5023-03-2023, resolution authorizing an advance funding agreement (AFA) with the Texas Department of Transportation for the Highway Safety Improvement Program grant in the amount of \$89,329. (Staff Contact: Eric Oscarson, Director of Public Works)

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

G. CSO#5024-03-2023, amendment to the professional services contract (CSO#1353-05-2020) with Freese and Nichols, Inc. for the Water / Wastewater Masterplan, Impact Fee Study, and America's Water Infrastructure Act (AWIA) of 2018 Development Plan in the amount of \$48,500.00 for a total contract amount of \$428,500.00 (Staff Contact: Errick Thompson, Deputy Director of Public Works)

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

H. CSO#5025-03-2023, minute order authorizing the City Manager to execute a Settlement Agreement and Mutual Release with Spectrum Gulf Coast, LLC settling a dispute over franchise fees and PEG fees in the case styled City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications, Case No. 6:10-cv-345-ADA-DTG. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

7. DEVELOPMENT APPLICATIONS

A. CSO#5026-03-2023, ordinance for a zoning change request from "A", Agriculture to "SFE" Single-family estate district at 1101 CR 1021 (Case 23-004) (First and Final Reading) (Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)

Tony McIlwain, Director of Development Services, presented Case 23-004 to the city council.

Mayor Fletcher opened the public hearing. Time: 6:48 p.m.

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:48 p.m.**

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

B. CSO#5027-03-2023, ordinance for a zoning change request from "A", Agricultural to "PD", Planned Development for a 39.696 acre site at Belle Oak Estates (Case 22-169): (First and Final Reading) (Staff Presenter, Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission motion for approval passed 6-0)

Tony McIlwain, Director of Development Services, presented Case 22-169 to the city council.

Mayor Fletcher opened the public hearing. Time: 6:54 p.m.

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:54 p.m.**

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

C. CSO#5028-03-2023, resolution for a sign variance to the setback of a pylon sign; Chapter 63, Sign Regulations at McNairn Plaza at 826 SW Wilshire Blvd (Case 22-143). (Staff Presenter: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item.)

Tony McIlwain, Development Services Director, presented Case 22-143 to the city council.

Danielle Kaufman, representing the development, came forward to answer questions by Council.

Motion made by Dan McClendon and seconded by Rick Green to approve option 2.

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

8. GENERAL

A. CSO#5029-03-2023, professional services agreement with Kimley-Horn and Associates, Inc. for design of the Industrial Blvd Pump Station Expansion and Alsbury Pump Station Decommissioning project in the amount of \$1,154,795.00. (Staff Presenter: Errick Thompson, Deputy Director of Public Works - Engineering)

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

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

Motion passed 5-0, with Jimmy Stanford and Tamara Payne absent.

B. Hold a discussion regarding the behavior of city council members in response to the February 2023 event at the Library, to determine whether there were violations of the city charter and/or if the public comments created a hostile working environment for city staff).

Victoria Johnson, City Council, Place 1, discussed the behavior of city council members in response to the February 2023 event at the Library.

During the discussion, Council consensus was to bring back an item on the next. agenda.

The following came forward with concerns of demeanor at the dais and in favor of a reprimand.

- Susan Cato, 820 Cedar Ridge Lane
- Bill Janusch, 117 NE Clinton Street

Kristen McVean, 700 Date Court, praised the Library for engaging all age groups and requested more support.

Shannan Sutter, 301 NE Summercrest, voiced disappointment.

Rachel Breneman, 836 Blue Ridge Drive, requested council action on comments made by council member on social media platform.

Sarah Carlson, 1158 Crossvine Drive, requested council action and an apology.

Steve Carson, 133 SW Rand Street, spoke on the rights to free speech and praised the council member for speaking up.

Matt Cobb, 1325 Shelley Drive, voiced disapproval and requested an apology.

Jacqueline Jones, 321 Shane Lane, requested council action on comments made by council member.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

• None.

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.

- Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071
 - City of Allen, Texas et al., v. Time Warner Cable, Texas, LLC d/b/a Spectrum and Charter Communications, Case No. 6:10-cv-345-ADA-DTG, United States District Court for the Western District of Texas
 - Potential abatement and demolition contract for 130 E Renfro St, removal and conveyance of stained glass windows, and Texas Constitution Article III, § 52(a) and Article XI, § 3
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 - Project Workforce
 - Project Lunchbox
 - No need for a second Executive Session.

ADJOURNMENT

Motion made by Rick Green and Victoria Johnson to adjourn.

Mayor Fletcher adjourned the meeting.

Time: 8:00 p.m.	
Monica Solko	
Deputy City Secretary	



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: March 20, 2023

SUBJECT:

Consider approval of a Memorandum of Understanding (MOU) between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System (ITS) partners. (Staff Contact: Eric Oscarson, Director of Public Works)

SUMMARY:

The Public Works Department maintains and operates 16 traffic signals across the city. As part of the maintenance and operation of the signals, certain data is collected. In the near future, staff will be bringing forward a GO Bond funded Intelligent Traffic Systems project that will allow for significantly more data collection at each location. This data will be used to make informed decisions regarding the timing and function of traffic signals across the city.

This data is vital in making decisions for not only the city of Burleson, but also the region. The North Central Texas Council of Governments (NCTCOG) is responsible for the maintenance of the North Texas Intelligent Transportation System Regional Architecture, which is a blueprint for transportation integration and technological advancement through agreements and implementation. NCTCOG has a policy in Mobility 2040: The Metropolitan Transportation Plan for North Central Texas, which is long-term transportation plan that defines a vision for the region's multimodal transportation system and requires the integration of all traffic operations systems between public sector entities, including sharing of data and video.

As part of the MOU, the city will be required to participate in ITS regional meetings, have hardware and software that allows for collaboration, and provide access to our video feeds and traffic data to the regional partners. There are many benefits to authorizing this MOU, which include participation in the meetings regarding the ITS improvements in the region, opportunities to coordinate with regional partners on ITS projects, and additional opportunities for future ITS funding.

OPTIONS:

 Authorize a Memorandum of Understanding between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System partners. 2) Do not authorize a Memorandum of Understanding between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System partners.

RECOMMENDATION:

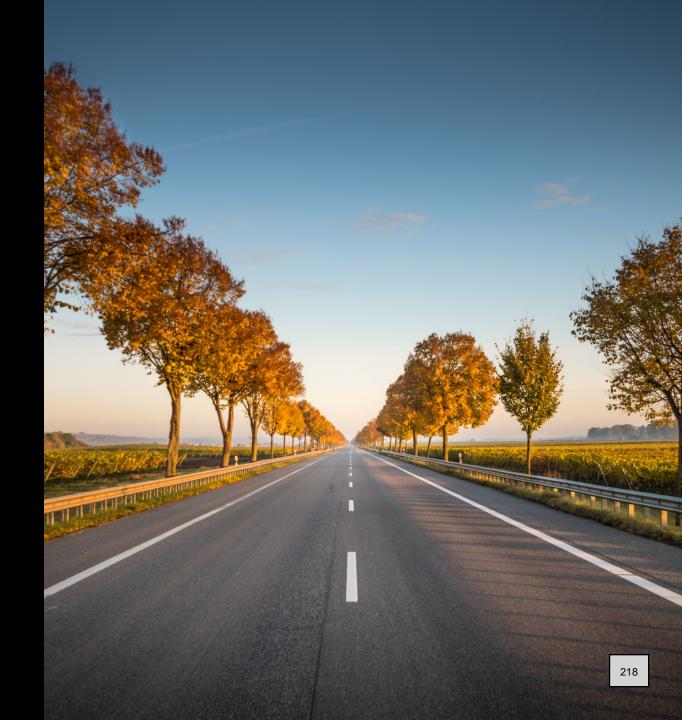
Authorize a Memorandum of Understanding between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System partners.

STAFF CONTACT:

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

MEMORANDUM OF UNDERSTANDING

Dallas - Fort Worth Regional Intelligent Transportation System Partners



TRAFFIC SYSTEMS



✓ TRAFFIC SIGNALS

Public Works maintains and operates 16 traffic signals

Will take over TxDOT signals as part of ITS implementation

✓ INTELLIGENT TRAFFIC SYSTEM

Approved as part of the GO Bond Remote video feeds and control of signals

✓ DATA

Data collected from signals assist in making informed changes to traffic patterns



NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

 NORTH TEXAS INTELLIGENT TRANSPORTATION SYSTEM REGIONAL ARCHITECTURE

Blue Print for Transportation and Integration Technological Advancement

 MOBILITY 2040: THE METROPOLITAN TRANSPORTATION PLAN FOR NORTH TEXAS

Vision for regions transportation system
Integration of all Traffic Operations Systems

 DALLAS - FORT WORTH REGIONAL INTELLIGENT TRANSPORTATION SYSTEM PARTNERS

Created by NCTCOG for the main goal of sharing data amongst the partners to improve safety and mobility across the region.



MOU REQUIREMENTS

PARTICIPATION

ITS Regional Meetings

*Staff is currently attending

COMMUNICATIONS

Equip signals with appropriate hardware/software for data sharing

*Signals are already equipped

REGIONAL COORDINATION

Share access to video feeds

Share traffic data

*City is currently sharing



MOU BENEFITS

REGIONAL COORDINATION

Work with partners on future projects
Utilize data from adjacent agencies to improve traffic control

FUNDING

Opportunities for future ITS funding through NCTCOG



OPTIONS

RECOMMENDED



APPROVE

Authorize a Memorandum of Understanding between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System partners



DENY

Deny a Memorandum of Understanding between the City of Burleson and the Dallas-Fort Worth Regional Intelligent Transportation System partners



MEMORANDUM OF UNDERSTANDING BETWEEN DALLAS-FORT WORTH REGIONAL INTELLIGENT TRANSPORTATION SYSTEM PARTNERS CONCERNING GUIDING PRINCIPLES FOR MULTI-AGENCY COMMUNICATION, DATA AND VIDEO SHARING

This Memorandum of Understanding (MOU) is entered into between the Dallas-Fort Worth Regional Intelligent Transportation System (ITS) partner agencies (Partners). The purpose of this MOU is to outline the roles and responsibilities of each Partner with respect to development of multiagency communication, data and video sharing on a regional network.

WHEREAS, the North Central Texas Council of Governments is responsible for the maintenance of the North Texas Intelligent Transportation System Regional Architecture, a blueprint for transportation integration and technological advancement through agreements and implementation; and

WHEREAS, the policy in Mobility 2040: The Metropolitan Transportation Plan for North Central Texas, a long-term transportation plan that defines a vision for the region's multimodal transportation system, requires the integration of all traffic operations systems between public sector entities, including sharing of data and video; and

WHEREAS, A regional communications network is necessary for the purpose of exchanging transportation-related information when required; and

WHEREAS, the North Central Texas Council of Governments will facilitate development of a regional network by establishing a North Central Texas Regional Communications Network Committee (Committee) comprised of the Partners that have executed this MOU; and

WHEREAS, the North Central Texas Regional Communications Network Committee will develop and put forth the standards, guidelines and structures necessary to establish, operate and maintain a regional network, including but not limited to a submittal, review and approval process; and

WHEREAS, physical connection points between Partners' networks will be necessary to establish a regional network and existing connections should be used to the extent possible; and

WHEREAS, redundant paths should be created to minimize system downtime due to disruption in service (i.e., cable cut) and redundancy will be a goal, and redundant physical paths may not be possible in all cases and the need for redundancy will be evaluated against the risks of failure and the costs to provide redundancy; and

WHEREAS, a Request for Authorization of Fiber Optic Cable and/or Related Infrastructure and Connectivity forms and diagram will be developed, and the Committee must approve each such request prior to an agency's participation.

NOW, THEREFORE, in consideration of these premises, and the Parties agree as follows:

Section 1. Partners' Responsibilities

- 1. Each Partner agrees to participate in the Committee and to provide input to Committee decisions.
- 2. The Committee will be comprised of representatives of agencies executing this MOU.

- 3. Each Partner with fiber optic cable or comparable wireless communications agrees to allow the use of two available fibers in dedicated fiber paths or bandwidth in the wireless path and for the exchange of regional transportation information (data and video) with any agency that participates on the shared regional network.
- 4. Each Partner agrees to provide its own hardware necessary to connect to the regional network, including but not limited to cabling, switches, firewall, and work stations.
- 5. Each Partner with communication links to the regional network agrees to provide reasonable efforts to maintain the connection of their local communication systems with those of other Partners. "Communication link" is intended to include fiber, wireless and other approved connectivity methods.
- 6. Each Partner agrees to continue participation in the regional network until the Partner provides written notice to the other Partners of its termination of participation.
- 7. Each Partner agrees to share the cost of operating and maintaining the proposed regional network, provided, however, that the amount of each Partner's share of any costs will be fixed by future agreement(s) and nothing in this MOU shall render a Partner liable for the payment of any costs without further action by each Partner. Each Partner will provide input into the total cost and sharing of cost to be set by future agreement(s).
- 8. Each Partner will be responsible for the cost of operating and maintaining its own portion of the regional network.
- 9. Each Partner will be responsible for the cost of establishing the connection(s) it desires and recognizes that regional funds may be available to provide Partners with a single connection to the network.
- 10. Each Partner agrees to develop and provide Center to Center plug-in for its respective internal system(s), including a Center to Center Data Extractor, Provider and Collector to retrieve and provide desired data with the purpose of establishing the regional exchange of information.
- 11. Each Partner agrees to use the regional video standard to exchange video on the regional network, should a regional video standard be developed and adopted.
- 12. To the extent permitted by law, each Partner agrees to indemnify and hold harmless other Partners for the failure of communications or devices beyond Partners' control.
- 13. Each Partner agrees to share any and all transportation data it provides on the regional network with Partners, or to limit accessibility as needed.
- 14. Each Partner agrees not to transmit, exchange or otherwise share video or data obtained solely from the regional network with entities not participating in the regional network.
- 15. Each Partner agrees to share real time status of ITS devices and ITS data to the extent possible for purposes of distribution to the public via the regional traveler information system.
- 16. Each Partner agrees not to record any network video without the express written consent of the Partner providing such video.
- 17. Each Partner agrees to log and update real time transportation data for distribution to other Partners to the extent practical and funded.

- 18. Each Partner agrees to provide maintenance for its own portion of the network.
- 19. Each Partner agrees to allow the use of shared data in training and outreach to support and improve regional operations.

Section 2. North Central Texas Council of Governments' Responsibilities

- 1. NCTCOG agrees to investigate the possibility of funding for the network and one connection to the network for each Partner.
- 2. NCTCOG agrees to establish and moderate the Committee.

Section 3. General Provisions

- 1. The regional network will not damage nor degrade the ability of any Partner's network to perform its normal operation.
- 2. Hardware and other equipment will be required to be compatible with the existing network. Hardware and other equipment will need to be determined on a case-by-case basis until a standard configuration can be developed and as new technology becomes available.
- 3. ITS data sharing methods will in no way allow for or risk the exposure of IT security measures and internal IT structures.
- 4. Costs for shared portions of the network will be determined as the regional network is developed, and standards and standard operating procedures will be established by consensus among the Committee.
- 5. The Committee will identify what types of data and video will be entered into the traveler information system, and acceptable uses of such data, as the concept is developed.
- 6. The types of shared data and acceptable uses of such data will be determined as the concept is developed.
- 7. Priorities and permissions will be developed and implemented to optimize network performance and security.
- 8. Processes and participants for submittals, requests, approvals and responsibilities will be developed by the Committee.
- 9. The Committee will review and approve requests for new Partners or other changes related to the regional network.
- 10. The entity responsible for maintaining the regional network will be determined by the Committee.
- 11. A Partner may cancel or discontinue participation either completely or in part by providing one hundred eighty (180) days prior written notice to the regional network Partners.
- 12. Concepts developed for this program should be vendor neutral.
- 13. Technical capabilities and requirements of the regional network will be evaluated as the regional network is developed.

- 14. The Partners recognize that future agreements will be needed to effectuate and implement a regional network.
- 15. A more detailed agreement will be executed among the parties to effectuate and carry out the intent of the principles contained herein.
- 16. This MOU may be amended at any time upon mutual agreement of the parties.
- 17. The effective date of this MOU is the date of last signature by the parties hereto.
- 18. This MOU may be executed in two or more identical counterparts, each of which is deemed an original but all constitute one and the same instrument. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the parties.

[Signature pages follow.]

Signed and Duly Exe	cuted by the Parties Below	
Mike Eastland	Date	
Executive Director		
North Central Texas Council of Governments		

Signed and Duly Executed by the Parties Below:			
Name	Date		
Position			
Agency			



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: March 6, 2023

SUBJECT:

Consider approval of a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions. (Staff Contact: Eric Oscarson, Director of Public Works)

SUMMARY:

The Public Works Department maintains 216.4 centerline miles of roadway across the city. The city maintains the roadways utilizing different treatment methods based on the type and condition of the roadway. The condition of the roadway is based on an automated collection of roadway defects which is then calculated into a pavement condition index (PCI). This PCI is currently utilized to rate the condition of the roadway from 0-100, with 100 being a brand-new roadway. The last assessment was collected in 2020 and staff is recommending reassessing the roadways to assist future planning.

Staff initiated RFP 2022-025 Pavement Management Assessment Solutions with the intent to identify an engineering firm to perform the assessment for the City. Unfortunately the city only received two proposals and neither of them met the specifications the city had requested. Staff is recommending rejecting the proposals.

OPTIONS:

- 1) Approve a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions. Example:
- Deny a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions.

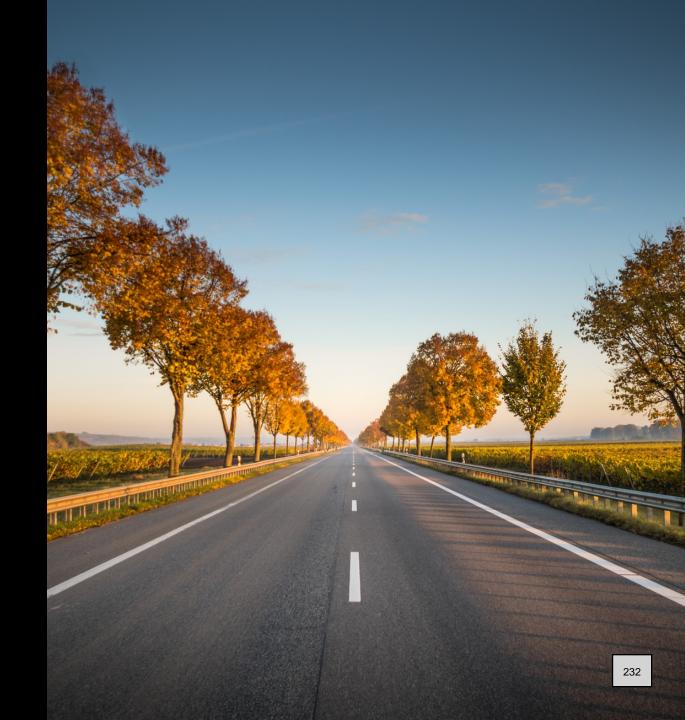
RECOMMENDATION:

Approval of a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions.

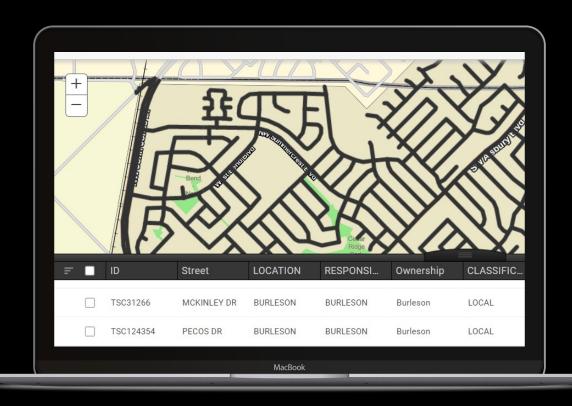
STAFF CONTACT:

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

REJECT RFP 2022-025 **PAVEMENT** MANAGEMENT ASSESSMENT **SOLUTIONS AND** AWARD PAVEMENT **ASSESSMENT** CONTRACT



PAVEMENT MANAGEMENT



✓ CENTERLINE MILE

Public Works maintains 216.4 centerline miles of roadway

✓ TREATMENT

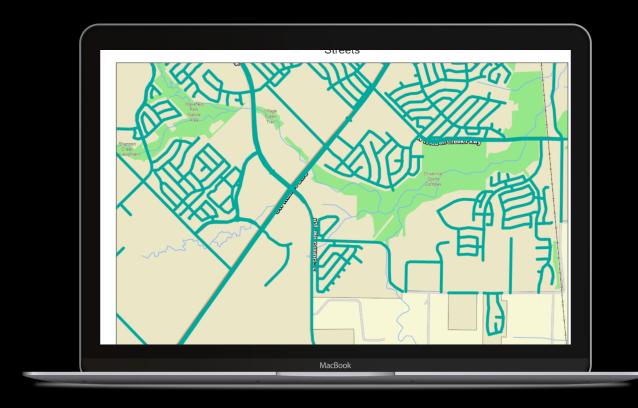
Public Works utilizes multiple treatment methods based on condition and pavement type.

✓ ASSESSMENT

Condition is determined based on an automated assessment of the roadway.



PAVEMENT ASSESSMENT



AUTOMATED COLLECTION

Vehicle drives the roadways and identifies defects within the roadway

PAVEMENT CONDITION INDEX (PCI)

PCI is calculated from data collected on defects.

✓ ASSESSMENT

Completed every 3 years to update the Capital Improvement Plan and Maintenance schedule



RFP 2022-025

REQUEST FOR PROPOSAL

Staff initiated a RFP for Pavement Management Assessment Solutions in 2022

Assessment included:

- 1. Automated collection of roadway surface defects and distresses which include cracking, potholing, rutting, weathering, etc.
- 2. Road roughness collection which identified rideability
- 3. Images of roadway defects
- 4. Images of overall roadway
- 5. Alternatives for additional asset collections



RFP 2022-025

SUBMITAL

Staff received two submittals for the RFP

The submittals did not meet the minimum requirements of the RFP.

REJECT PROPOSALS

Staff is recommending to reject the proposals.



TXSHARE

COOPERATIVE PURCHASING

The North Central Texas Council of Governments (NCTCOG) operates and manages a purchasing cooperative named TXShare. This cooperative acquires contract pricing utilizing the Texas Local Government Code procurement policies and procedures. They offer services for professional services and items across multiple departments.

PAVEMENT ANALYSIS SERVICES

TXShare has current agreements with four vendors for pavement analysis services

Staff reviewed the services and experience provided for all vendors Staff selected Fugro as the preferred vendor



FUGRO

SCOPE OF SERVICES

Project Intiation

Review Current GIS

Network Referencing

Pavement Condition Data Collection

Data Processing and Analysis

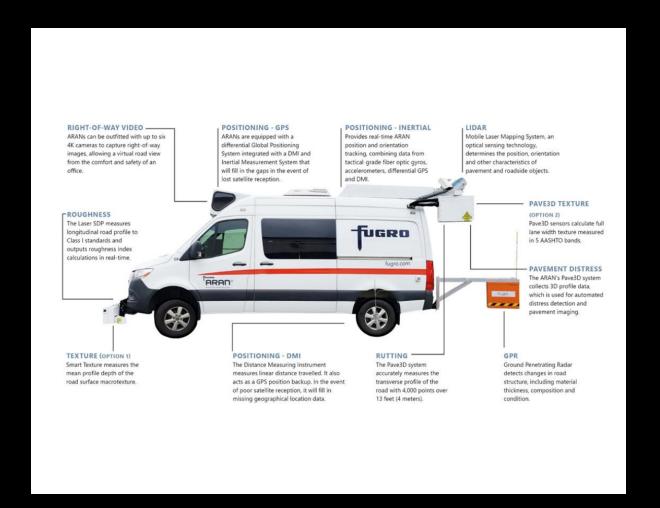
Pavement Condition Index (PCI) Calculation

Deliverable Data Set which included

PCI Score for all roadway segments

Asset Data for all roadways

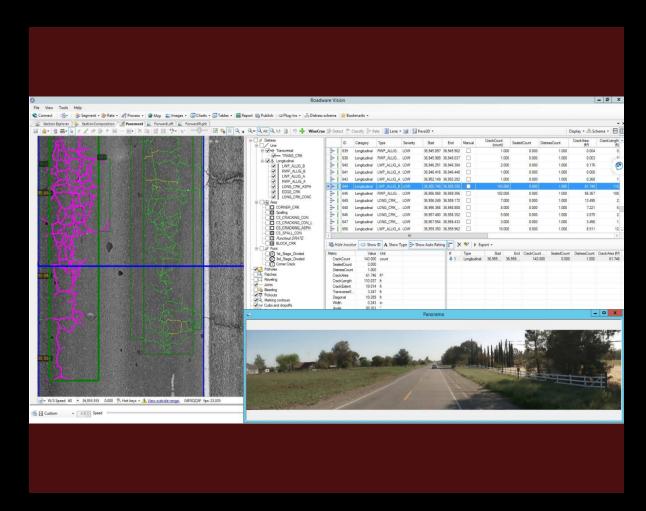
Asset Data for all street signs, signals, and pavement markings



FUGRO

COST OF SERVICES

\$151,250 CIP funded





OPTIONS

RECOMMENDED



APPROVE

Approve a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions



DENY

Deny a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions.



OPTIONS

RECOMMENDED



APPROVE

Approve a a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,150.



DENY

Deny a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,150.





City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

The Public Works Department maintains 216.4 centerline miles of roadway across the city. The city maintains the roadways utilizing different treatment methods based on the type and condition of the roadway. The condition of the roadway is based on an automated collection of roadway defects which is then calculated into a pavement condition index (PCI). This PCI is currently utilized to rate the condition of the roadway from 0-100, with 100 being a brand-new roadway. The last assessment was collected in 2020 and staff is recommending reassessing the roadways to assist future planning.

The North Central Texas Council of Governments (NCTCOG) operates and manages a purchasing cooperative named TXShare. This cooperative acquires contract pricing utilizing the Texas Local Government Code procurement policies and procedures. They offer services for professional services and items across multiple departments. One of the services provided is for pavement assessment services. TXShare has agreements with four vendors for this service. Staff reviewed the proposals from the four vendors and selected Fugro based on experience and pricing.

Fugro will be providing a full-service pavement assessment for the city. This will include data collection along every city-maintained roadway which will provide staff with a comprehensive pavement condition index. This assessment will also gather data for street signs, signals, and pavement markings.

Staff is recommending approval of a contract with Fugro for pavement assessment services in the amount of \$151,250.

OPTIONS:

- 1) Approve a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,250.
- 2) Deny a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,250.

RECOMMENDATION:

Approve a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,250.

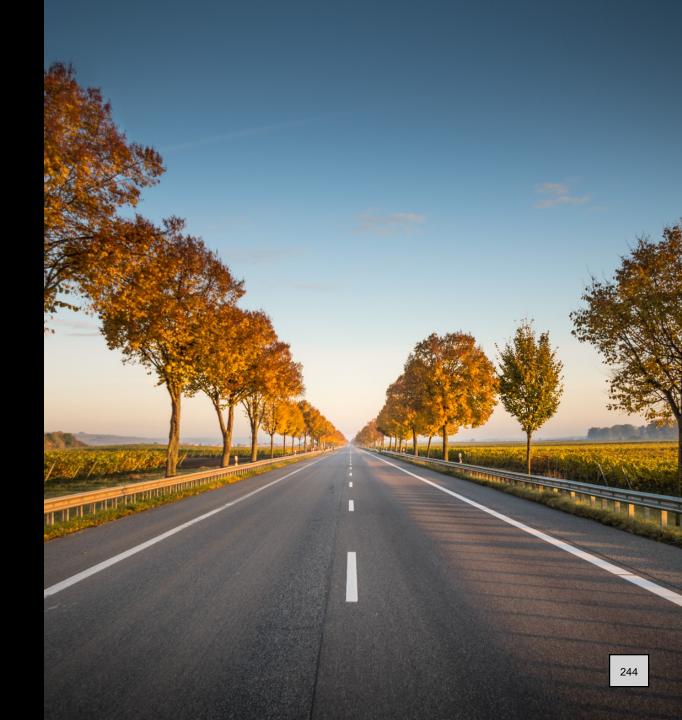
FISCAL IMPACT:

Budgeted Y/N: Y Amount: \$151,250 Project: ST2307

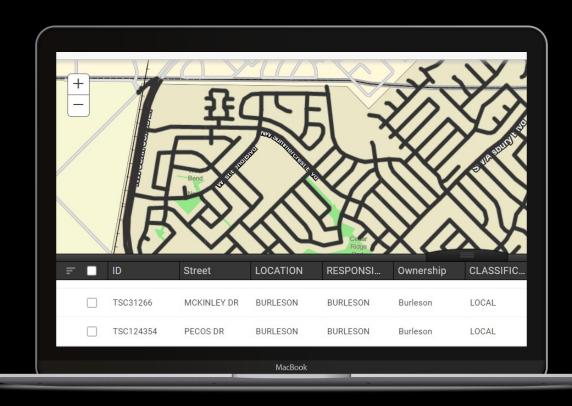
STAFF CONTACT:

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

REJECT RFP 2022-025 **PAVEMENT** MANAGEMENT ASSESSMENT **SOLUTIONS AND** AWARD PAVEMENT **ASSESSMENT** CONTRACT



PAVEMENT MANAGEMENT



✓ CENTERLINE MILE

Public Works maintains 216.4 centerline miles of roadway

✓ TREATMENT

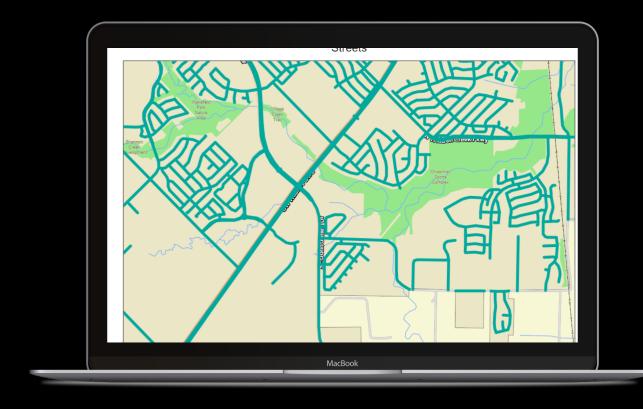
Public Works utilizes multiple treatment methods based on condition and pavement type.

✓ ASSESSMENT

Condition is determined based on an automated assessment of the roadway.



PAVEMENT ASSESSMENT



AUTOMATED COLLECTION

Vehicle drives the roadways and identifies defects within the roadway

▼ PAVEMENT CONDITION INDEX (PCI)

PCI is calculated from data collected on defects.

✓ ASSESSMENT

Completed every 3 years to update the Capital Improvement Plan and Maintenance schedule



RFP 2022-025

REQUEST FOR PROPOSAL

Staff initiated a RFP for Pavement Management Assessment Solutions in 2022

Assessment included:

- 1. Automated collection of roadway surface defects and distresses which include cracking, potholing, rutting, weathering, etc.
- 2. Road roughness collection which identified rideability
- 3. Images of roadway defects
- 4. Images of overall roadway
- 5. Alternatives for additional asset collections



RFP 2022-025

SUBMITAL

Staff received two submittals for the RFP

The submittals did not meet the minimum requirements of the RFP.

REJECT PROPOSALS

Staff is recommending to reject the proposals.



TXSHARE

COOPERATIVE PURCHASING

The North Central Texas Council of Governments (NCTCOG) operates and manages a purchasing cooperative named TXShare. This cooperative acquires contract pricing utilizing the Texas Local Government Code procurement policies and procedures. They offer services for professional services and items across multiple departments.

PAVEMENT ANALYSIS SERVICES

TXShare has current agreements with four vendors for pavement analysis services

Staff reviewed the services and experience provided for all vendors Staff selected Fugro as the preferred vendor



FUGRO

SCOPE OF SERVICES

Project Intiation

Review Current GIS

Network Referencing

Pavement Condition Data Collection

Data Processing and Analysis

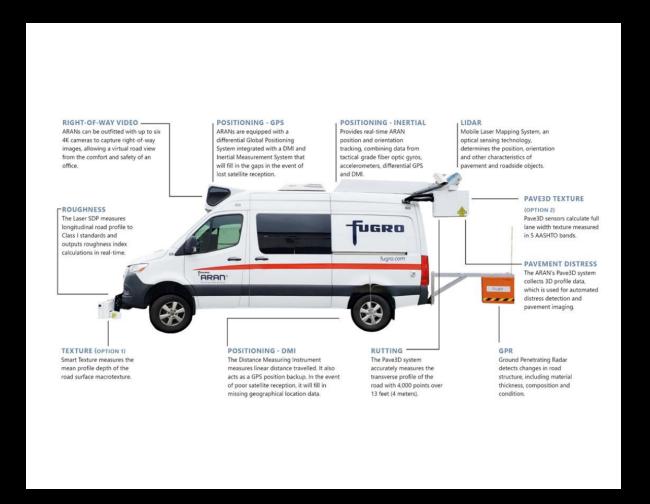
Pavement Condition Index (PCI) Calculation

Deliverable Data Set which included

PCI Score for all roadway segments

Asset Data for all roadways

Asset Data for all street signs, signals, and pavement markings

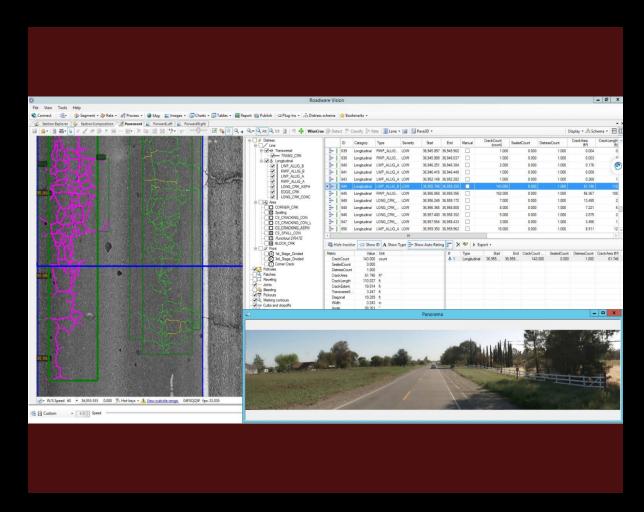




FUGRO

COST OF SERVICES

\$151,250 CIP funded





OPTIONS

RECOMMENDED



APPROVE

Approve a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions



DENY

Deny a minute order to reject proposals for RFP 2022-025 Pavement Management Assessment Solutions.



OPTIONS

RECOMMENDED



APPROVE

Approve a a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,150.



DENY

Deny a service contract with Fugro USA Land, Inc. through a cooperative purchasing agreement with the North Central Texas Council of Governments to perform a street pavement assessment in the amount of \$151,150.





Street Pavement Assessment for City of Burleson, Texas

Proposal Number: F227047 Date: February 17, 2023



Submitted to:

City of Burleson, Texas 725 SE John Jones Drive Burleson, TX 76028 Submitted by:

Fugro USA Land, Inc. 8613 Cross Park Drive Austin, TX 78754

Fugro USA Land, Inc. 8613 Cross Park Drive Austin, TX 78754



February 17, 2023

Mr. Eric Oscarson, P.E. Director of Public Works

City of Burleson, Texas 725 SE John Jones Drive Burleson, TX 76028

Subject: Proposal for Street Pavement Assessment for City of Burleson, Texas

Dear Mr. Oscarson,

Fugro USA Land, Inc. (Fugro) is pleased to submit this proposal for the Street Pavement Assessment for the City of Burleson (City). Fugro has over 75 years of experience in pavement and asset data collection, implementing and updating pavement management systems (PMS), and geotechnical and pavement engineering. Fugro understands that maintaining valuable assets, such as roadway infrastructure, has never been more critical and complex due to budget constraints and the growing usage of the infrastructure system.

We offer a wealth of experience with new technologies and methods used by various agencies to monitor existing roadway conditions and prioritize maintenance and capital improvements. Nearly 50% of US DOTs and numerous federal and municipal agencies rely on our automated data collection technology for their roadway asset management needs and we have nearly a quarter of a million miles presently under contract for data collection and analysis services. In the past 25 years, we have collected and processed more than 3,000,000 miles of pavement data collection in North America.

As described in our proposal, Fugro will use our Automatic Road Analyzer (ARAN) equipment for pavement distress and asset data collection at prevailing traffic speeds with no interruption to traffic flow. Fugro's ARAN is designed with high precision measurement systems and relevant safety systems to exceed the expectations of roadway condition data collection. Fugro will collect geo-referenced data with our inertial aided Global Positioning System (GPS). In addition, Right-of-Way (ROW) digital images will be collected using high resolution cameras. These images can be used in the future to develop asset inventories such as pavement markings (linear and point), sidewalks, curbs, traffic signs, and traffic signals.

Fugro will use our Vision software for data processing. The Vision software facilitates the entire data processing workflow from the ARAN to the final deliverable formats, including key modules for Data Upload, Linear Referencing/ Segmentation, Video Quality Analysis, Sensor Data Quality Analysis and Pavement Distress, and Report Generation thus allowing a high-quality data collection and processing.

For this project, Fugro will collect the pavement condition data following ASTM D6433, Standard Practice for Roads and Parking Lots Pavement Condition Index Survey. The data will be formatted for upload into the City's desired Pavement Management System (PMS) software. Fugro is experienced with a variety of pavement management software packages such as Cartegraph, StreetSaver, AgileAssets, Deighton dTIMS, and PAVER. We are a partner with Cartegraph and AgileAssets.

We welcome the opportunity to apply our experience and knowledge to this important project for the City. Please do not hesitate to contact me at 512-977-1851 or by e-mail at salavi@fugro.com if you have questions or need additional information.

Best regards,

Fugro USA Land, Inc.

Sirous Alavi, Ph.D., P.E., PTOE

Director, Pavement Engineering & Infrastructure Management Americas

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1.0 Introduction

Fugro USA Land, Inc. (Fugro) is pleased to submit our proposal to the City of Burleson, Texas (City) for Street Pavement Assessment. The City maintains approximately 241 centerline miles of roads, which equates to approximately 605 lane miles. The roads are approximately 53% concrete and 47% asphalt.

Based on discussions with the City, they are seeking a consultant that can provide pavement inspection solutions for (1) collecting pavement condition data and (2) visualizing each pavement section in a web-based GIS application backed by a geospatial database. This street pavement assessment would then serve as a database used by the City to develop its pavement management strategy and maintenance program. Other items that the City discussed are the development of indices such as the Pavement Condition Index (PCI), Overall Condition Index (OCI), and International Roughness Index (IRI).

Fugro has worked with many agencies in the Dallas-Fort Worth Metroplex and would welcome the opportunity to serve the City for this important project. Fugro has performed hundreds of pavement related projects over the last 75 years—providing innovative solutions. The remainder of this proposal will provide a brief firm profile, our proposed scope of services to successfully complete this project, our means and methods to carry out the work, our team members' qualifications, and relevant references.

2.0 Brief Firm Profile

Founded in 1947, Fugro offers decades of knowledge and experience to support the diverse needs of our clients. We provide the engineering expertise, state-of-the-art technology, and the necessary resources to ensure each project is delivered on time, within budget, and beyond the quality standards expected by our clients. We understand that the pavement network is an agency's largest and most valuable asset. We work closely with our agency partners to

- 75 years of experience
- 19 offices across the USA
- Over 9,500 employees globally
- Federal ID No. 74-2426512
- Texas VID No. 1-74-2426512-6
- Texas Charter Business Cert.
 No. 800750681

develop strategies to preserve and enhance their roadway networks by optimizing the use of their available resources and funds. Fugro has evolved to become the world's leading Geo-data specialist, collecting, and analyzing comprehensive information about the Earth and the structures built upon it. Figure 1 shows the diversity within Fugro. Besides our Roads' professionals, we can bring in other experts as needed on any project.

Fugro has a proven track record of delivering innovative technical solutions and has consistently been an industry leader in pavement data collection and asset management solutions. We designed and manufactured the ARAN, the world's first automated pavement condition survey vehicle. We are continuously improving our equipment and processes ensuring that we will be the leader in quality pavement data collection and asset management services.

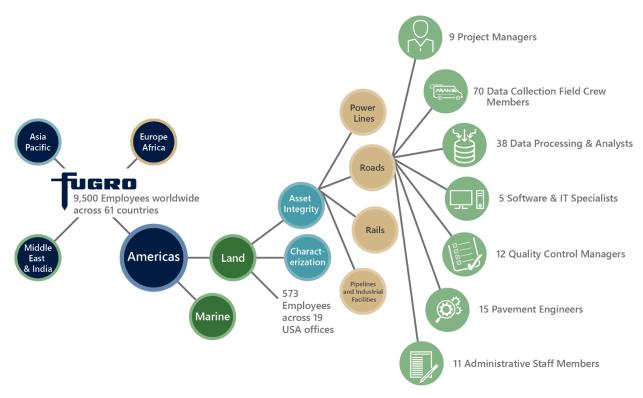


Figure 1: Fugro's Diverse Team Overview

Working around the globe, we employ approximately 9,500 employees in 61 countries. Fugro's North American position is well established with offices spanning the continent including seven offices in Texas.

3.0 Proposed Scope of Services

This section describes our proposed scope of services including those necessary to complete the project.

3.1 Task 1 - Project Initiation

For the project initiation, Fugro recommends a kick-off meeting. Upon receipt of the notice to proceed (NTP), Fugro will work with the City's Project Manager to schedule a project kick-off meeting that will include both key members of Fugro's Project Team and City staff. During the meeting, the draft scope of services or work plan, project schedule, budget, project documents, project goals, and format of deliverables, will be reviewed in detail to ensure that all adhere to the City's specific requirements. Roles and responsibilities will also be covered.

During the kick-off meeting, Fugro will request and/or confirm:

- 1) Review of project schedule including data collection, processing, and all data delivery milestones and their prioritization.
- 2) Shapefile of the City's current GIS roadway network.
- 3) Access to the City's PMS software (e.g., Cartegraph OMS Test or Sandbox environment)
- 4) Historical M&R activities.

3.2 Task 2 - Review Existing GIS Mapping / Cartegraph OMS

Once Fugro has received the shapefile of the City's GIS roadway network, Fugro will review the shapefile for accuracy and verify the sections that will be collected with the City. All data streams collected with Fugro's ARAN are geotagged and synchronized within 2 milli seconds (msec). This precise synchronization allows Fugro's data to be linked to any GIS system. If needed and with the City's approval, Fugro will modify the database as necessary to sectionalize the roadway network into adequate management sections. For example, arterial streets with 6 lanes or greater (3 lanes in each direction) will be sectionalized to differentiate the direction of travel. This assumption will be discussed and confirmed with City prior to testing.

3.3 Task 3 – Network Referencing

Fugro will develop survey routing maps and ensure the linkage of the road sections to the City's Cartegraph OMS database and GIS. Fugro will also review the sectioning to verify that the pavement management sections align with the City's sectioning practices. We will perform both completeness and logic checks to ensure that all necessary data attributes are available. Prior identification of discrepancies reduces difficulties in identifying roadways during the data collection effort and reduces the amount of time required to process collected data.

3.4 Task 4 – Pavement Condition Data Collection

Fugro will conduct the automated pavement condition surveys on the City's roadway network using our ARAN vehicle(s). Fugro's ARAN collects distress/asset data at prevailing traffic speeds, with no interruption to traffic flow, state-of-the-art safety features, and great accuracy in reported pavement distress data. Unlike manual and windshield surveys data collection, no sampling methods will be used for pavement rating and 100% of ARAN traveled lane will be distress surveyed and reported. Hence, the resulting PCI value will be due to the pavement distresses for the entire traveled lane and not based on some random samples (as is the case with manual surveys). For this project, Fugro will collect data during daylight hours with no adverse weather conditions. The City has approximately 17 centerline miles of arterial roads, 34 centerline miles of collector roads, 173 centerline miles of local roads. Fugro will be collecting 1 lane per direction for arterial and collector roads, and 1 lane for local roads. This will result in approximately 275 test miles of data collection.

3.4.1 Fugro's Automatic Road Analyzer (ARAN)

Developed in 1977, our ARAN was the first automated data collection vehicle available in the market and continued to evolve with the latest technology and equipment. Figure 2 shows our current sixth generation ARAN. The ARAN includes cutting-edge gyroscopes, sensors, cameras, computers, software, and related equipment, all designed to withstand the rigors of collecting seven days a week, 365 days a year in all landscapes and climates. Fugro's experience and industry knowledge have allowed us to be innovative and responsive to the changing economic conditions facing transportation agencies, balancing reduced budgets, and staffing with the demands for maintaining a safe, reliable, and efficient transportation network.

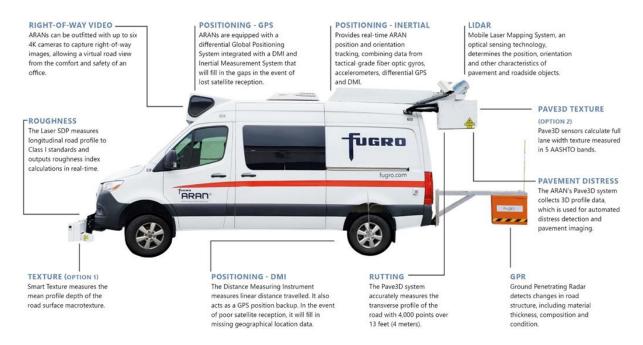


Figure 2: The Automatic Road Analyzer (ARAN)

Currently, we are working with over half the North American DOTs and many municipalities providing a full range of innovative custom roadway management solutions including data collection, PMS services, and M&R work plan development. Client satisfaction and trust are top priorities for us. We have developed many long-standing clients with this sound approach. We are working with over twenty (20) States/Provinces in North America

The following describes some of the specific ARAN subsystems that are pertinent to the project.

Locational Referencing and Positioning

The ARAN is equipped with a Distance Measuring Instrument (DMI) mounted on the driver's-side rear wheel as shown in Figure 3. The DMI is used to provide distance based triggers to the ARAN subsystems and translate wheel revolutions into measurements of velocity and linear distance traveled. The DMI meets the Class 1 requirements per ASTM E950, Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference.

The ARAN also incorporates a Differential Global Positioning System (DGPS) using Applanix's POS LV 220. The POS LV is Global Navigation Satellite System (GNSS)-aided inertial technology that mitigates the real-world effects of GPS outage.

The POS LV 220 tracks and reports the position (latitude, longitude, and elevation) and orientation (heading) of the ARAN in real-time using complementary locating technologies. The GPS corrects any drift evident in the inertial sensor over time, while the inertial sensor ensures that accurate positioning will be continuously available, even during periods of GPS outage due to tree canopy, mountainous terrain, tunnels, or urban canyons. Figure 4 is an image of the Applanix POS LV system.



Figure 3: Distance Measuring Instrument (DMI)



Figure 4: Applanix POS LV

Downward Pavement Image Collection

Fugro's Pave3D uses downward-facing high-speed cameras, custom optics, and laser line projectors to output range and intensity data, which derive a 3D image of the pavement surface as seen in Figure 5. These capabilities improve performance of post-processing techniques resulting in superior accuracy for identifying pavement crack severity. These images facilitate automated and manual crack identification methods.

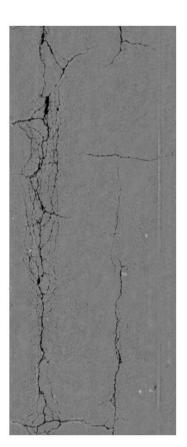


Figure 5: Downward Scanning Capabilities

Figure 6 depicts the range, intensity, and 3D views captured by Fugro's Pave3D system. The range image represents depth in grayscale; lower elevations due to defects like cracks, potholes, corner breaks, etc., appear dark. A range image means only actual pavement distress is detected and no other artifacts on the road like oil, skid marks, or dampness in hairline cracks. The intensity image is a more "traditional" camera image showing the surface as the human eye would see it. An intensity image is essential for the visual verification of non-crack-related distresses like raveling. The 3D view combines the Range and Intensity images to provide an enhanced image of the roadway that is ideal for visual rating and quality control of the cracking detected by the automated distress tool. Using both range and intensity information matched pixel for pixel, we can better determine the exact locations of cracks based on width, depth, texture, color, and other surrounding features.

Some of the advantages of using the Pave3D system over conventional pavement images include:

- Uninterrupted operation in all lighting conditions during the day and at night without the need for artificial pavement illumination.
 - Sun and shadows and various pavement types ranging from dark asphalt to lightcolored concrete can be measured at highway survey speeds and on roads reaching 14 feet in width and still achieve the 0.19 inches longitudinal resolution.
- Continuous collection of pavement images along the roadway's length with no interruptions.
 - This feature allows the user to select their desired reproduction interval length of generated pavement images, which align with predetermined right-of-way image intervals. The high-definition images are processed for various condition and distress ratings within Fugro's Vision software.





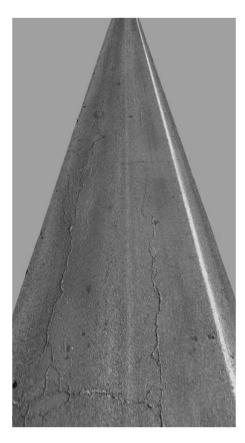


Figure 6: Range View (left), Intensity View (middle), and 3D View (right)

Laser SDP (South Dakota Profiler)

Fugro's Laser SDP (South Dakota Profiler) system shown in Figure 7 is a non-contact Class 1 inertial profiler (per ASTM E950) that uses lasers and accelerometers mounted at the front of the vehicle over each wheel path. The system measures the longitudinal profile for 100% of all lane miles to calculate International Roughness Index (IRI) and Ride Condition Index (RCI) for maximum accuracy. The equipment conforms with AASHTO R 57 "Standard Practice for Operating Inertial Profiling System" and the 2018 Caltrans Standard Specifications.

The ARAN saves raw longitudinal profile data for every one (1) inch of pavement in both wheel paths along with the standard deviations of each. The result is computed IRI values (in inches/mile) for each tenth (0.10) mile segment (528 feet) for both the left and right wheel paths. Highlights of Fugro's Laser SDP system for IRI data collection include:

- Equipped with GoCator dispersion lasers providing a full 100mm (4-inch) line of data across the road surface (like that of a tire footprint). This offers improved consistency, repeatability, and accuracy in the collection of the longitudinal profile.
- Ability to collect at variable testing speeds while maintaining a bias of less than 5%.
- Allowance for testing at low speed and "Stop and Go" conditions.
- High accuracy; measurements within ± 5% of all popular manual profiling techniques.

- High repeatability with standard deviation for repeat runs within ± 5% of the mean. GoCator sensors' use further improves on this consistency, regardless of the testing surface type or condition.
- Real-Time IRI reporting for immediate operator identification of system issues.
- Two standard conformance tests, one static, and the other dynamic, ensure that both the laser and accelerometer components of the system are operating as intended
- Multiple parameters reported, including mean and max IRI and standard deviation by segment.



Figure 7: ARAN Laser SDP

Fugro has developed reliable, speed-sensitive algorithms to improve the accuracy of the longitudinal profile calculated in low speed zones. These algorithms reduce the impact of the unwanted frequencies in the accelerometer signal that affect profile and IRI calculations. Since the low-speed algorithms are non-casual, meaning that they incorporate future data into the calculation, the low speed roughness feature recalculates the longitudinal profile and IRI during the processing stage for maximum accuracy and repeatability.

Right-of-Way (ROW) Images

With our long history of working with States, Counties, and municipalities, we understand the value that transportation agencies receive from high quality digital images that offer a clear, focused view of the roadway and surrounding area. We have taken great care to source, calibrate, and maintain the best cameras in the industry. The image collection for this project will include both continuous ROW and downward facing pavement imaging. Collection will be performed on dry pavement and when weather and light do not inhibit visibility of pavement and ROW.

ROW cameras will capture the lane of travel and ROW. These images shall be captured at a minimum interval (e.g., 25 feet), at typical City speeds, and will provide 100% and continuous coverage of the ROW in full-frame with a high pixel resolution. The ARAN will collect ROW images utilizing Sony FX9 HD cameras that offer a resolution up to 3840 x 2160 pixels at 16:9 aspect ratio. Figure 8 provides an example of Fugro's superior ROW image quality collected for one of our current clients. Each image is tied to a GPS location as well as a linear reference, which allows all images to be tied back to each other. All images can then be used to extract visible assets now or in the future.

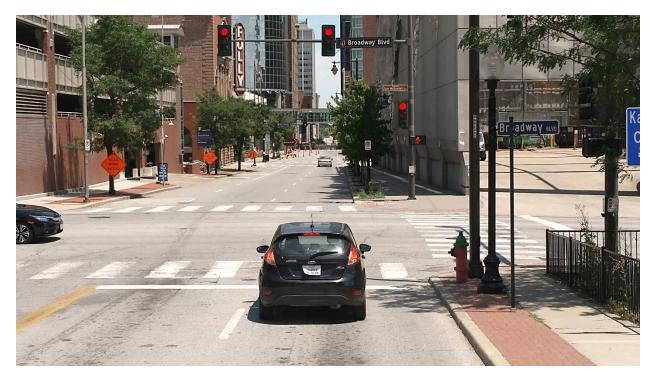


Figure 8: Example of Fugro's Superior ROW Image Quality

3.5 Task 5 - Data Processing and Analysis

Fugro is a pioneer in developing data processing and visualizing software products. Fugro's Vision and iVision software are customized to be used in combination with ARAN for efficient data processing and asset extraction processes. Fugro's engineers have developed sophisticated and proven algorithms to greatly improve the detection, classification, rating, and reporting of data. For this task, we have described the distress standards to be used, the processing software, and our QA/QC protocols.

3.5.1 Distress Standards & Pavement Condition Index (PCI)

The images provide a visual representation of various cracking types, surface defects, patches, and other distresses along the roadway. Fugro will identify the distresses as defined in American Society for Testing and Materials (ASTM) D6433-20, Standard Practice for Roads and Parking Lots Pavement Condition Index Survey. The ASTM D6433 standard is used by many municipalities worldwide to calculate Pavement Condition Index (PCI) for their roadway networks. PCI uses a scale from 0 to 100, where 0 represents a completely failed pavement and 100 represents a pavement in perfect condition. PCI is calculated based on the type, severity, and extent of surface distresses. Each distress type includes a severity level (i.e., low, medium, and high) and has a different impact or "deduct" value for pavement condition depending on its quantity (i.e., extent). Since each distress type has a different impact on pavement performance, deduct values are specific to individual distresses in accordance with the ASTM D6433 standard. High severity distresses and/or high distress quantities result in more reductions in PCI scores. In general, deduct values for fatigue cracking are higher than deduct values of other types of cracking.

Presence of load related fatigue cracking results in lower PCI scores, when compared with similar severities and extents for cracking associated with environmental conditions such as transverse cracking. Table 1 and Table 2 present the asphalt and concrete pavement distresses and their classifications.

Table 1: Asphalt Concrete Pavement Distresses and Classification

ID#	Load Related	ID#	Climate/Durability Related	ID#	Other Related	
1	Alligator Cracking	3	Block Cracking	2	Bleeding	
7	Edge Cracking	8	Joint Reflection Cracking	4	Bumps & Sags	
13	Pothole	10	Longitudinal/Transverse Cracking	5	Corrugation	
15	Rutting	19	Raveling	6	Depression	
		20	Weathering	9	Lane/Shoulder Drop Off	
				11	Patch/Utility Cut	
				12	Polished Aggregate	
				14	Railroad Crossing	
				16	Shoving	
				17	Slippage Cracking	
				18	Swell	

Table 2: Concrete Pavement Distresses and Classifications

ID#	Load Related	ID#	Climate/Durability Related	ID#	Other Related	
22	Corner Break	21	Blow Up	25	Faulting	
23	Divided Slab	24	Durability Cracking	27	Lane/Shoulder Drop Off	
28	Linear Cracking	26	Joint Seal Damage	29	Large Patch/Utility Cut	
34	Punchout	37	Shrinkage Cracking	30	Small Patch	
		38	Corner Spalling	31	Polished Aggregate	
		39	Joint Spalling	32	Popouts	
				33	Pumping	
				35	Railroad Crossing	
				36	Scaling	

For this project, Fugro is assuming we will use Cartegraph OMS to calculate the PCI for the pavement sections.

3.5.2 Data Processing Software - Vision

Vision software is considered an integral part of data processing and QC methodology in Fugro's pavement condition assessment approach. Vision was developed by Fugro to ensure a simple and accurate process for analyzing ARAN data. The software facilitates the entire data processing workflow including key modules for data upload, georeferencing and segmentation, video and sensor data quality analysis, and pavement distress analysis. It synchronizes all of the data (imagery along with sensor and map data) allowing the analyst to virtually drive on the road to assess quality, investigate anomalies, and confirm locations and conditions.

Automated & semi-automated algorithms are incorporated in Vision for pavement distress detection, classification, and rating. Digital pavement images collected by the ARAN serve as input to the distress rating process. ROW images are also used to enhance the distress-rating accuracy. Each distress can be identified in terms of location, severity, exact dimensions, and other characteristics. The software also allows for customized distress rating protocol. Moreover, Vision's Report Generator module facilitates the creation of custom reports and data deliveries using post-processed collection of all pavement performance parameters. This module allows Fugro staff to modify and apply reporting templates to ensure that data conforms to client requirements. Figure 9 provides a screenshot of Fugro's Vision software.

Crack Detection - WiseCrax

Accurate and consistent crack measuring starts with a good foundation. In this case, the good foundation is our ARANs equipped with LCMS, supplying a superior laser-based image for the identification of true cracking. This allows for easy determination of cracking versus other elements such as texture in the pavement. Fugro builds upon its superior hardware used to collect the raw data with our world leading Vision software. WiseCrax offers a customizable surface distress setup for classification and severity rating, continuous full-lane or zone rating, zone detection, and crack maps for quality control of the distress rating. Our distress technicians use this module to easily quantify each pavement crack by the software's automatic determination of a crack's beginning, end, width, depth, and orientation. Measuring cracks is conducted using a three phase process. The following provides an overview of each phase as shown in Figure 10:

- 3D Laser Image The Foundation for Proper Crack Measurement: The 3D laser image provides the ability to easily distinguish cracking from anomalies on the road surface by using depth.
- Detection: Extraction of crack maps on 3D pavement imagery. Depth is used in the detection of cracks on the 3D image.
- Classification: Analysis of the crack map. For some projects, Fugro would place detected cracks into various categories such as longitudinal, transverse, or alligator. Fugro could also detect crack lengths and widths and place them in five zones per ASTM E3303.
- Rating: Fugro would report the various metrics based on ASTM Standard D6433-20 and data dictionary requirements such as length of cracking, width of cracking, and crack density.

The WiseCrax editor allows our technicians to easily input specific distress severity and extent criteria such as:

- Number of cracks and their respective severity per cracking type (e.g., Alligator, Block, Edge, Longitudinal, Transverse, etc.).
- Location and orientation of the cracking across the lane width.
- The total length of a given crack and its orientation.
- Total crack lengths per distress type and severity summarized on a pavement image and segment/network basis.

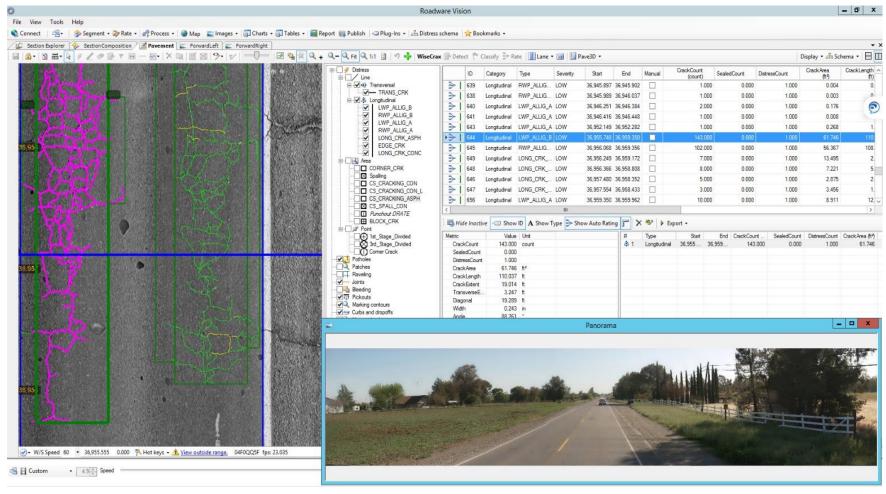


Figure 9: Fugro's Vision Processing Software

- Visual representation of pavement crack location on a given pavement image; color-coded according to its allocated severity state. (Cracks can be manually overwritten or deleted by the distress technicians.)
- Automated determination of pavement line markings, which can be used to restrict and classify pavement cracking.
- Automated statistic reports displaying summary graphs and tables of the entire collection (network) or defined section.

The distress information in WiseCrax is visually overlaid on the pavement imagery to facilitate the manual validation of the automated distress rating and to add in any distresses that require manual intervention.

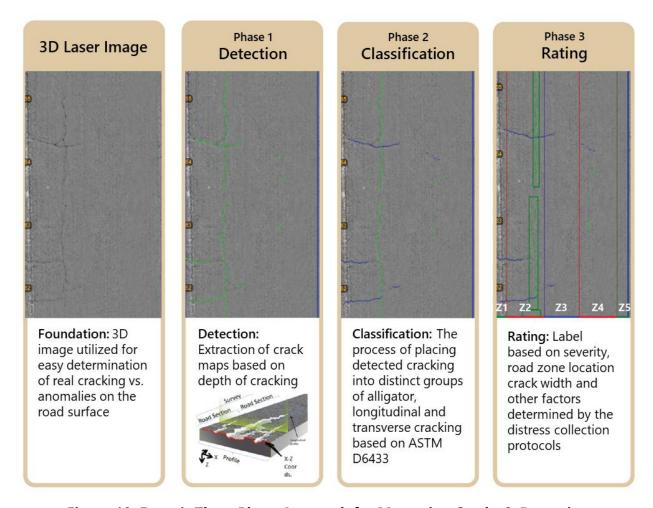


Figure 10: Fugro's Three Phase Approach for Measuring Cracks & Reporting

3.5.3 Data Viewing Software - iVision

Fugro's iVision5 viewing software provides the agency with a powerful tool to review collected images and asset data in a synchronized, GIS-based environment. iVision5 is hosted by Fugro and available on any device with access to the internet, this meets a remotely positioned

workforce's needs. Fugro will upload all raw images and data to our Vision processing software, data will be processed by our team, and post processed data will be synchronized with iVision5.

iVision5 contains a user-friendly interface that seamlessly integrates the collected data and imagery, GPS, distress and asset calculation tools, and mapping layers. The software's dashboard is fully customizable to meet the unique needs of each DOT's requirements. iVision5 offers open data schemas that enable customized data querying, extraction, and linking with other systems to provide maximum flexibility and data-synchronization capabilities. These advanced data sharing and integration mechanisms allow the application to be launched and linked to multiple different asset management applications.

Figure 11 provides an example of one display option for iVision5's rich dashboard layout. This dashboard is customizable to the user's preferences and needs. All displayed data is playing in a synchronized view as the user navigates along the roadway on the GIS-based map. The agency will be then provided with multiple licenses to use the software for one year at no additional cost. After one year, licenses can be renewed annually for an additional cost.



Figure 11: iVision5 Dashboard Example

3.5.4 Data Quality Management Plan (DQMP)

Fugro understands that the quality of collected pavement distress data is the key to the successful implementation and maintenance of any asset management system. Fugro will develop a formal Data Quality Management Plan (DQMP). Figure 12 shows an example quality checks from start up to data delivery. The DQMP will use reasonable quality control and manage the data collection and delivery process to effectively provide data that meets or exceeds the City's expectations. Fugro understands that data quality is imperative for all transportation agencies. Fugro's

International Standards Organization (ISO) 9001:2008 Quality Management System (QMS) includes Standard Operating Procedures (SOPs) with proven calibration and quality control processes and principles. Fugro has developed SOPs for controlling quality both in the field and office. These SOPs ensure each task is performed with consistency and discipline resulting in high quality work. The following are some of Fugro's Standard Operating Procedures and Plans:

- Location-Referencing Standard Operating Procedure
- Adverse Weather Standard Operating Procedure
- Initial Data Screening Standard Operating Procedure
- International Roughness Index Standard Operating Procedure
- Rut Depth Standard Operating Procedure
- Pavement Imagery Standard Operating Procedure
- Distress Data Reduction Standard Operating Procedure
- Roadway Photo Imagery Standard Operating Procedure
- Roadway Characteristics and Asset Data Standard Operating Procedure.
- Roadway Pavement Structural Composition/ Thickness Data Standard Operating Procedure

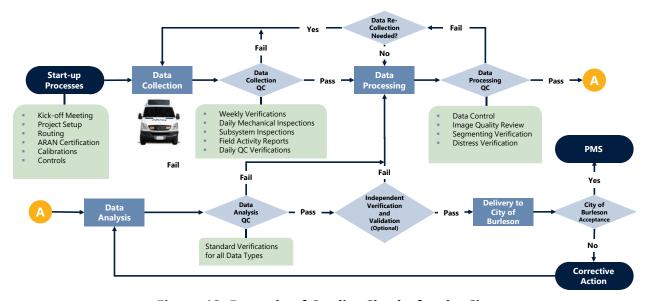


Figure 12: Example of Quality Checks for the City

3.6 Task 6 – Data Formatting and Loading

As per discussions with the City, the data needs to be formatted for loading into their PMS software, Cartegraph OMS. Fugro is currently a Data Partner with Cartegraph. We have been utilizing Cartegraph with our clients for many years. The following is a brief discussion on how we load new pavement data into Cartegraph OMS.

3.6.1 Create Import Files

Fugro will transform our distress delivery file into import files for the Cartegraph OMS upload. The import files include an inventory file (e.g., section, sample, IRI) and inspection files for asphalt distresses and concrete distresses. The inventory file will need to have task and inspection levels. Some important items to note before importation. A pavement record should exist for the data that is being loaded. Values such as pavement type in Cartegraph should be reviewed and should match with the inventory file. Before importing the inspection, a task must be defined.

For the inspection files with distresses, the extent of the distress needs to be determined. For asphalt distresses, it is the quantity of the distress divided by the area. For concrete distresses, it will be the number of slabs.

3.6.2 Importing Data into City's PMS

The following tasks are the typical approach to loading the pavement inspection data directly into Cartegraph OMS:

- **Step 1: Import Tasks (Open Status)** Fugro will create import tasks by creating a format file. We will check "Include Field Names" in properties and confirm the fields status as "Planned" or "In Progress."
- **Step 2: Open Inspection** Fugro will create the inspections, where the samples will be imported.
- **Step 3: Import Samples** Fugro will create the samples, where the distress will be imported.
- **Step 4: Import Distresses** Fugro will import the distresses into the samples. The distresses will be in terms of extent.
- **Step 5: No Distress Import** Fugro will create samples where no distresses were recorded. We have to mark sections without distress otherwise there may be errors after importation.
- **Step 6: Close Inspection** Fugro will then close the inspections by creating a close the inspection item for all inspections.
- **Step 7: Close Task** Fugro will create a close task for the import process. In properties, we would check "Include Field Names" and save records without errors. The fields status should be changed to "Completed."

Please note that we will need access to the City's Cartegraph OMS system. Typically, an agency will have a test environment, where we would enter the new data. The City would be able to review and approve before it is entered directly into the production environment. Fugro will coordinate all activities with the City and Cartegraph.

3.6.3 Deliverables

After our data processing and analysis, Fugro will provide the following deliverables:

- **Geodatabase Delivery** Fugro will deliver ESRI compatible geodatabase with distress data, PCI, IRI, and other attribute data. The geodatabase will be compatible to City's GIS system including street, from and to, functional class, pavement type, length, width, and area. Fugro is highly experienced in providing similar information to its clients as part of its pavement and asset data collection projects.
- **Data Delivery Files** Fugro will provide electronic files (e.g., Excel or CSV) with segment information.
- **PMS Electronic Files** Fugro will deliver the Cartegraph import files that will be uploaded into Cartegraph OMS.
- **Updated Cartegraph OMS Database** Fugro will update the City's Cartegraph OMS database with the inspected data. The City will review and provide approval before data is entered into the production environment.
- **Image Delivery** Fugro will deliver all the collected images (ROW) to the City on a hard drive. These will be linked to the geodatabase delivery.
- **iVision5 access -** Images will be available on Fugro's iVision5 dashboard.

3.7 Task 7 – Asset Extraction

Agencies are increasingly seeking to inventory and assess the condition of in-road and roadside assets. We offer asset inventories using the ARAN digital images as well as mobile LiDAR. The advantage of digital image or LiDAR based asset extractions is the safety of employees versus traditional manual field-based inventories. Digital images and mobile LiDAR used for asset inventory and other analytics are dependent upon "line-of-sight" measurements, which means obstructions such as buses, parked vehicles, garbage canisters, and vegetation can impact the "line-of-sight" measurements and image collection. Fugro has extensive experience collecting roadway assets and has extracted and delivered over 70 different asset types totaling 5.1 million unique assets over 216,000 miles of road for municipal and State agencies since 2008.

Fugro's Surveyor software uses the calibrated geo-referenced images collected by the ARAN to capture, extract, measure, and store data on client's visible roadside assets. Assets can be provided to clients via geodatabases for incorporation into the client's GIS system. Figure 13 shows a screen capture of Surveyor's Asset Attribute Editor. Fugro staff use a triangulation method with two successive images to determine an asset's location. Field assessment crews will only be deployed if additional condition assessment is required (e.g., ADA ramps), saving both time and money.

The items the City has discussed have been made **bold** (street sign, traffic signal, pavement markings) in the list. For example, all existing traffic control signs including location, relative location, post type, MUTCD/local sign code, and picture could be extracted. An asset data dictionary would be developed with the City to ensure assets are extracted per the City's requested definitions.

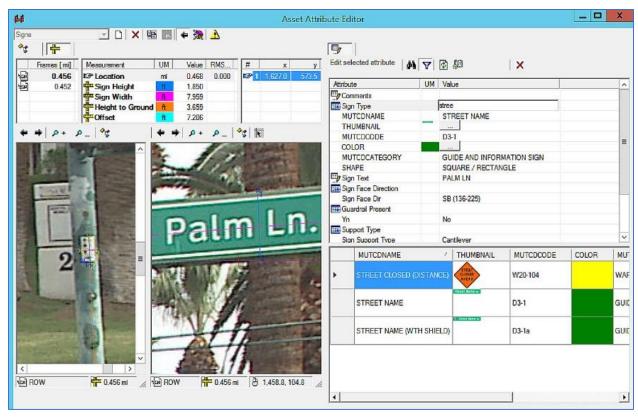


Figure 13: Screen Capture of Surveyor

The following is a list of point and linear assets that Fugro can extract using photogrammetry:

- Bicycle Lanes
- Bridges
- Brush & Tree Control
- Cable Barriers
- Cattle Guards
- Cemetery
- Church
- Concrete Barriers
- Curbs
- Driveways & Access Points
- Drop Inlets / Catch Basins
- Emergency Call Boxes
- Fences
- Fire Hydrants
- Fire Station
- Gates
- Guard Walls
- Guardrails
- · Lighting
- Hospital
- HOV Lanes
- Intersections
- ITS Devices
- Lane Widths

- Linear Pavement Markings
- Low Water Crossings
- Manholes
- Median Openings
- Medians
- Meters
- Mile Markers
- Traffic Signals
- Number of Lanes
- On Route Parking
- Overpasses
- Paved Ditch
- Pavement Markings
- Plowable Markers
- Point Pavement Markings
- Police Station
- Post Office
- Railroad Crossings
- Raised Pavement Markings
- Red Light Cameras
- Retaining Walls
- Roadway Signs
- Rock Slide Protections
- Rumble Strips

- School Zones
- Schools
- Shoulder Widths
- Shoulders
- Sidewalk Ramps
- Sidewalks
- Sight Distance (Passing Lanes)
- Sign Supports
- Slopes
- Snow Fences
- Sound Barriers
- Speed Cameras
- Toll Plazas
- Traffic Count Stations
- Traffic Lights
- Trees
- Tunnels
- Turf Condition
- Turn Lanes
- Unpaved Ditches
- Utility Poles
- Water Valves

A GDB file will be provided to the City with the various assets and will be compatible with the City's GIS system. Figure 14 shows a screen capture of ArcGIS of an agency where we extracted traffic sign poles, traffic sign heads, point pavement markings like arrows or legends, linear pavement markings like striping, curbs, and curb ramps.

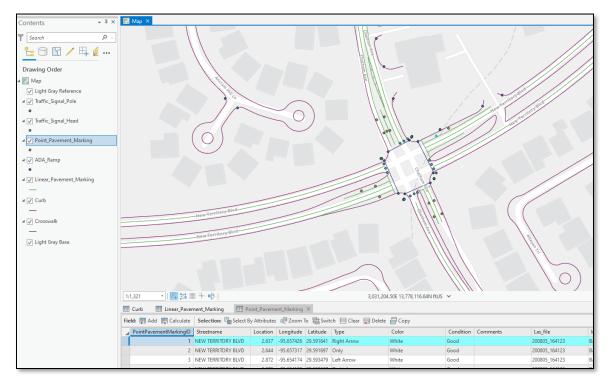


Figure 14: Screen Capture of ArcGIS with Extracted Assets

4.0 Means and Methods

Per discussions with the City, Fugro is providing information on the means and methods that we will employ to complete the project.

The equipment that will be used on the project will be the following:

• ARAN based out of Texas and used on many municipal projects. ARAN has been detailed in Section 3.4.1.

Regarding methodologies to be used, Fugro will adhere to the following standards:

- ASTM D6433, Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys, for identifying pavement distresses and calculating PCI for the pavement sections.
- ASTM E1926, Standard Practice for Computing IRI of Roads from Longitudinal Profile Measurements, for calculating IRI for the pavement sections.

• Vision Software for identifying and reporting distresses.

Please refer to Section 3.0 Proposed Scope of Services for detailed descriptions of equipment and methodologies.

5.0 Project Management Plan

Fugro believes successful projects are dependent upon clear and open communication with our clients, a strong professional team and project manager, and the utilization of a detailed project management plan. Our consistent record of delivering PMS projects exceeds the expectations of even our most complex clients' projects, both in terms of time and budget. Our proposed team has extensive experience in developing and following project management plans. We create a customized management plan to be presented during our client kick-off meeting that describes the data collection technology, collection and analysis procedures, and reporting capabilities. Figure 15 shows high-level items in our typical project management plan including the following:

- Start-up activities such as a kick-off meeting, review of GIS shapefile, review of the communication plan, review of a customized quality control plan, and review of pavement and asset data dictionary.
- Data collection and delivery schedules.
- List of data collection vehicles, equipment, personnel, and equipment calibrations and certifications.
- Access to our field and data analysis tracking systems to ensure that data is delivered on or ahead of schedule.

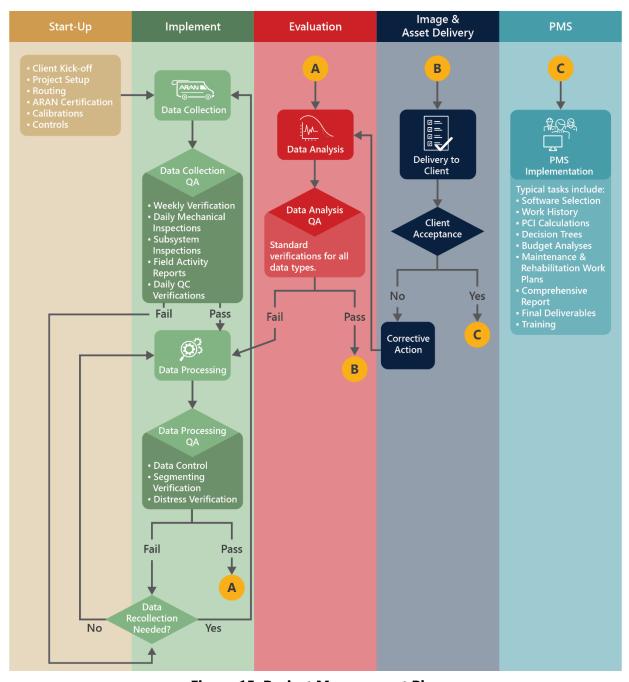


Figure 15: Project Management Plan

5.1 Project Team

In the following pages, a bio has been provided for key personnel including a brief overview of professional career, professional background highlighting relevant projects or services that have been completed and role(s) in each project or services, educational background, relevant professional activities and certifications, and years with the firm. Full resumes can be provided if requested.

5.1.1 Project Manager - Dr. Sirous Alavi, P.E., PTOE

Dr. Sirous Alavi, P.E., PTOE is the proposed Project Manager and is designated as a Pavement Engineer for this project. He is the Director of Pavement Engineering and Infrastructure Management for Fugro Americas. He is a graduate of the University of California at Berkeley with a Ph.D. in Civil Engineering, specializing in Pavement Engineering. He is a licensed professional engineer in several states including California. Dr. Alavi has over 29 years of experience in the U.S. pavement engineering community. Dr. Alavi served three full terms as a member on the National Academy of Science Transportation Research Board (TRB) Committee AFD60 on Flexible Pavement Design and Committee ABJ35 on Highway Traffic Monitoring. His experience includes serving as the Principal Investigator for a number of national and state agency pavement engineering & research projects including the FHWA Long Term Pavement Performance Program (LTPP), and FHWA Next Generation Pavement Performance Measures and -Asset Management Protocols. He was the project manager for the MTC P-TAP StreetSaver projects for Rounds 18-21. He has also served as the project manager for the State of Alaska PMS update and the Government of Manitoba PMS replacement projects. He has managed over 50 pavement and asset management projects and routinely oversees many of Fugro's projects including several projects related to Cartegraph PMS updates (e.g., Cities of Abilene, Missouri City).

5.1.2 Pavement Engineering

Senior Engineer – Mr. Michael P. Tavares, P.E.

Mr. Michael P. Tavares, P.E. is a Senior Engineer and was designated as a Pavement Engineer for this project. He has a Master of Science Degree in Civil Engineering from The University of Texas at El Paso with over 20 years of experience in pavement engineering. He is a licensed professional engineer in California, Nevada, and Guam. Mr. Tavares has been accredited at the FHWA Pavement Distress Accreditation Workshops, Orange County Transportation Authority (OCTA) Rater Certification Program, and the San Francisco Bay Area Metropolitan Transportation Commission (MTC) StreetSaver Pavement Distress Rater Certification Program. He is also certified by AgileAssets Partner's Program to carry out pavement analysis through Pavement Analyst Module of the software. He has extensive experience with PAVER, StreetSaver, Cartegraph, and AgileAssets PMS inventory, update, and PMP analysis and reporting working on a similar scope of services for over twenty cities in the US.

Pavement Engineer – Dr. Farhang Jalali

Dr. Farhang Jalali is a graduate of the National Center for Asphalt Technology (NCAT) at Auburn University with a Ph.D. in Civil Engineering, specializing in Pavement Technology. His research at NCAT involved establishing stochastic performance models for preventive treatments and quantifying the life-extending benefits. During his professional career, Dr. Jalali has worked developing and updating Pavement Management Programs (PMP's) for various agencies using StreetSaver and PAVER. His work involved developing pavement rehabilitation designs, linking street inventory to GIS shapefiles, creating PCI and PMP related maps using Esri ArcGIS, updating pavement distress data into PMS software, performing field data collection, performing quality control of inspections, and producing M&R work plans. Most recently, he has worked on the PMS replacement project for the Government of Manitoba, which includes developing a PMS using AgileAssets' Pavement Analyst. Dr. Jalali is also our resident GIS Expert with extensive experience

with PMS database applications. He also is experienced with various coding languages (e.g., Python).

Project Engineer – Dr. Setare Saremi

Dr. Setare Saremi has a Ph.D. in Civil Engineering (Geotechnical and Pavement) from the University of Maryland. Dr. Saremi has extensive research in pavement engineering, development of prediction models, structural evaluation, and non-destructive testing methods. As a project engineer at Fugro, her expertise in examining concrete strength by a combination of destructive and non-destructive testing methods is a major contributor to our pavement engineering group. She is also knowledgeable in civil engineering materials testing and data analysis. Throughout her academic career, she was awarded several research fellowships from the University of Maryland. Her most recent experience includes working on Cartegraph PMS updates for the Cities of Abilene, McKinney, and Schertz.

Pavement Engineer – Ms. Mainey James, P.E.

Ms. Mainey James, P.E. has a Master of Science Degree in Civil Engineering from the University of Arkansas with over twelve years of experience in pavement engineering including pavement evaluation, design, management, and research. Her research experience includes FHWA Long-Term Pavement Performance (LTPP) study evaluating the influence of materials, climate, traffic, and pavement distresses on the long-term performance of pavements, the National Cooperative Highway Research Program (NCHRP) projects for performance based specification for pavement construction, sensitivity analysis of AASHTOWare Pavement ME Design software for materials characterization, deflection back-calculation analysis, analysis of seasonal impacts on pavement evaluation, and pavement forensic investigation. She also assisted the City of Dallas network level structural capacity testing and evaluation using FWD, remaining life analysis, and life-cycle cost analysis. She worked on the PMS update projects for the Cities of McKinney and Abilene, Texas.

5.1.3 Field Operations

Over 70 field data collection crew are available for the project. All crew offer extensive experience with automated pavement condition surveys for State DOT and City clients. Field crew are trained and certified for project requirements and conduct daily quality reviews. Fugro's field crew have in-depth experience with equipment operations, trouble-shooting, software diagnostics, and data collection best practices (e.g., best time and directions to collect data).

5.1.4 Data Processing

Distress Processing Manager – Mr. David Hunter

Mr. David Hunter has over 10 years of industry experience to our team offering an exceptionally diverse set of skills that are focused on the successful delivery of data. He possesses expert-level programming skills and is responsible for our quality assurance routines. He is very knowledgeable on setting in-place analysis, quality verification, and trend tools to ensure the delivered data will stand the reasonableness test. Mr. Hunter's software training and experience is comprised of ArcGIS (including such extensions as Spatial Analyst, Geostatistical Analyst, 3D

Analyst), AutoCAD, ER Mapper, Map Info Professional, and Microsoft Office Suite. Mr. Hunter represents one of our data scientist and database experts.

Distress Rating Supervisor – Ms. Suha Bsharat

Ms. Suha Bsharat has over 5 years of experience with data processing, data analysis, computer engineering, and database management. She has extensive technical, software application, and Information Technology (IT) skills including SQL Server and Oracle, MS Access, ArcGIS, UNIX, and web design. Additionally, she has a proven ability with data and process modeling and resolving data integrity issues while analyzing data using multiple databases.

As a Data Analyst, Ms. Bharat is responsible for analyzing and processing roadway condition data including surface distress and sensor data, as well as pavement and roadway imagery. She well-versed in Fugro's Vision data processing software, Vision batch processors, and SQL scripts. Ms. Bharat performs quality control on the data and delivers data to clients in a variety of formats including Access databases, ArcGIS geodatabases and shapefiles, CVS files, and Fugro's iVision web-based software. Ms. Bsharat represents one of our data scientist and database experts.

Data Analyst – Ms. Jaime Mann

Ms. Jaime Mann has over 14 years of experience with the processing, analysis, and delivery of roadway condition data. She offers superior analytical and problem-solving skills with the ability to quickly assess data integrity. She is a very knowledgeable team player, who constantly strives to ensure that tasks are completed correctly the first time. She monitors incoming data for quality and consistency, performs data processing, and creates output formats and formatting for client delivery. She works with Fugro's Project Management and Data Services teams to contribute to project setup and execution. Ms. Mann has been involved in numerous statewide data collection projects such as Colorado, South Carolina, and Pennsylvania.

5.1.5 Asset Extraction

Asset Inventory Supervisor – Mr. Jordan Kilts

Mr. Jordan Kilts offers 10 years of experience with roadway asset inventory processing and feature extraction. He has a degree in Geographic Analysis and have been involved with all of Fugro's State DOT asset inventory projects such as Colorado, Louisiana, New York State, and Virginia. Mr. Kilts focuses his team to provide network level asset inventories quickly, safely, and on-time delivery with high quality output. He has been responsible for delivering over 6.7 million assets from over 70 unique asset types. He is involved in on-going research and development, as well as testing of Fugro's Surveyor software, and is responsible for overseeing his team's resources. He offers a strong dedication and commitment to process improvement initiatives, quality assurance, and compliance. Mr. Kilts is an effective communicator and is able to collaborate with multiple teams and departments. Mr. Kilts is also part of Fugro's Joint Health and Safety Committee.

5.1.6 IT & Business Systems

Database Manager – Yaoming Gu

Mr. Yaoming Gu has extensive experience in working with State DOTs and currently serves as Fugro's Database Manager. He is responsible for monitoring database systems and maintenance of database servers, as well as performing complex database troubleshooting performance analysis. He designs and provides tools to assist in the management of the database environments and designs and implements redundant systems including policies and procedures for disaster recovery and data archiving. He provides training and technical support to operations staff to better utilize data processing databases and installs and configures Microsoft SQL Server software and related products. Mr. Gu has been working with databases for over 20 years, and currently manages more than 1,000 databases for Fugro data collection projects. He has served as Senior Data Analyst for several state-level projects including Louisiana, Mississippi, and Iowa. Mr. Gu represents one of our data scientists and database experts.

Geo-Data Specialist - Yifei Chen

Ms. Yifei Chen has extensive knowledge of roadway asset extraction and processing, and currently serves as Fugro's Geo-data Specialist. She has a Master of Environmental Studies, Geography from the University of Waterloo. She is responsible for spatial data processing, quality control, and GIS automation in both pavement and asset projects. Ms. Chen is keen on process optimization and continuously creates solutions for automating processes and improving data quality. She is a certified FME professional and provides technical support for spatial data manipulation and analysis for pavement and roadway assets data. She also is experienced with various coding languages (e.g., SQL, Python, JavaScript). Ms. Chen is experienced in working with mobile LiDAR data in post-processing and feature extraction. Her recent work experience includes state and city level projects in California and Virginia providing support to process improvements including data automation and quality control.

iVision Specialist – Michael Slack

Mr. Michael Slack offers more than 10 years of experience working with transportation agencies in the use of Fugro's data collection equipment, processing roadway condition data, and information technology (IT). He offers a thorough understanding of data and image processing, analysis and client delivery, helping to develop plans and procedures as necessary for each project. He has the ability to identify and resolve complex problems, conduct diagnostic investigations and troubleshoot software and database related issues. Additionally, he has in-depth knowledge and extensive hands-on experience with software setup, database permissions, query and analysis tools, and SQL and web services. In his current role, he works with other Fugro Data Processing and Analysis teams to create customized data deliveries if needed, as well as Fugro's software engineers to make recommended changes to software processing tools as needed. He is responsible for analyzing client's business and technology needs, developing and conducting end-user training, creating training and learning materials, and attending client meetings as required.

5.1.7 Additional Staff

In addition to the Fugro team members listed, there are over 150 Fugro experienced professionals including pavement engineering experts with graduate degrees (M.S. & Ph.D.), ARAN operators, data handling and processing units, administrative support, and corporate support that work closely together as one Fugro team to ensure the successful, on-time, and within-budget delivery of our project deliverables.

5.2 Organizational Chart

The proposed team (Figure 16) has worked together on many statewide and municipal data collection and PMS projects in the past.

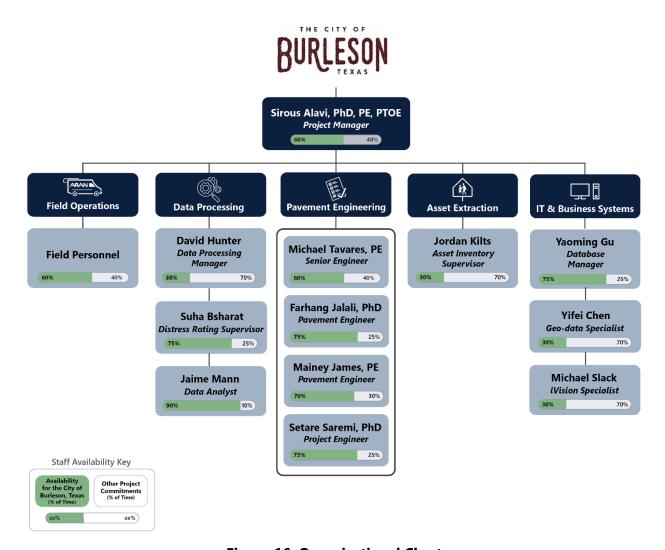


Figure 16: Organizational Chart

6.0 Experience with Similar Projects/Texas Projects

Fugro has a wealth of experience performing pavement condition assessment and pavement management services for government agencies across Texas, within the United States, and around the world. Figure 17 is a partial list of recent clients in Texas for which Fugro has provided pavement distress inventory, pavement management system updates, and multi-year M&R plan updates.



Figure 17: Recent Clients in Texas

6.1 Selected Reference Projects

The following are three (3) selected reference projects conducted by Fugro with similar scopes of work. Contact information has also been provided including name, phone number, and email address.

6.1.1 City of Abilene – Pavement Condition Survey

and Management Services
Contact: Max E. Johnson
Title: Director of Public Works

Address: 555 Walnut Street, Room 201-A, Abilene,

Texas 79601

Email: <u>max.johnson@abilenetx.gov</u>

Phone: 325-676-6283 Project Status: 2021-2022 Project Cost: \$182,490

Scope of Work: Fugro performed an automated

pavement inspection for Abilene's roadway network (approximately 650 centerline miles). Fugro previously collected their network in 2015-2016. The condition survey was conducted in accordance with ASTM D6433, and condition data was imported into Cartegraph to update the pavement management database. Fugro updated their PCI scores and IRI. Fugro also developed a 10 year M&R work plan for the City based on a new decision tree. We evaluated five different budget scenarios and made recommendations. Another part of the contract included collecting FWD data for approximately 59 centerline miles of arterials to develop a Structural Strength Index (SSI) parameter for the City. Fugro prepared a comprehensive final report.



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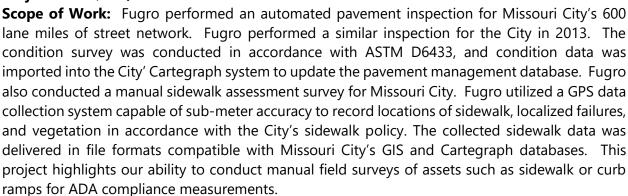
6.1.2 City of Missouri City – Pavement Condition Survey and Management Services

Contact: Cliff Brouhard, P.E., PTOE
Title: Assistant Director of Public Works

Address: 1522 Texas Parkway, Missouri City, Texas 77489

Email: clifford.brouhard@missouricitytx.gov

Phone: 281-403-8555 Project Status: 2019-2020 Project Cost: \$285,100



6.1.3 City of Sugar Land - Street Pavement Assessment & Asset Data Collection

Contact: Mathew Douglas Title: Operations Manager

Address: 111 Gillingham Drive, Sugar Land, Texas 77478

Email: <u>mdouglas@sugarlandtx.gov</u>

Phone: 281-275-2577 Project Status: 2019-2020 Project Cost: \$310,640

Scope of Work: Fugro was contracted to collect right-of-way (ROW) images and pavement condition data for approximately 1,172 lane miles of streets. Data deliverables included pavement cracking, texture,

rutting, forward and rear ROW digital images, and dual-wheel path roughness data to International Roughness Index (IRI) standards. In addition, Fugro extracted assets from our Lidar data collection, which included curb ramps, traffic signals, linear pavement markings, and point pavement markings. Fugro provided the results that were compatible with the City's Geographic Information System (GIS) database as well as their PMS software, Assetic.



7.0 Pricing Proposal

Fugro has prepared the following pricing proposal that has all the costs for which compensation is expected. Table 3 presents the costs using North Central Texas Council of Governments (NCTCOG) items. The Pricing Proposal is based on 275 test miles of data collection.

Table 3: Pricing Proposal

Item	Description	Unit	Base Cost (\$)	Unit Cost (\$)	Quantity	Item Total (\$)
1	Automatically and continuously measure pavement cracking, texture, rutting, width, and pavement type	Test Mile	5,000	100	275	32,500
2	Collect pavement surface distress through automated means	Test Mile	5,000	60	275	21,500
3	Provide a digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	2,000		1	2,000
4	Collect dual-wheel path roughness data to International Roughness Index standards	Test Mile		10	275	2,750
5	Roadway information that shall be collected and provided to the Participant at a minimum includes: street name, endpoints, segment ID, segment length, pavement width, inventory date, pavement type, functional class, pavement condition score, rutting, surface distress, and pavement age.	Test Mile		20	275	5,500
6	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery)	Test Mile		10	275	2,750
9	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Test Mile		80	275	22,000
10	Collect photos of sidewalks, ADA ramps, and/or roadway signs inventoried under items, 8, 9, and 12.	Test Mile		0	275	0
12	Collect location and type of visible pavement markings and provide georeferenced data.	Test Mile		80	275	22,000

Item	Description	Unit	Base Cost (\$)	Unit Cost (\$)	Quantity	Item Total (\$)
13	Load assessment data for all Participant- maintained pavements into a pavement management software system required by local government Participant(s), if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	5,000	5	275	6,375
14	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. Cost includes base cost plus lane mile unit cost.	Each Participant	5,000	5	275	6,375
16	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433. Provide results compatible with the Participant's GIS database, if applicable	Test Mile		15	275	4,125
17	Calculate the International Roughness Index for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable	Test Mile		5	275	1,375
26	Additional miscellaneous services, selected by Participant, not to exceed 15% of total bid collect traffic signals, and provide georeferenced data.	Test Mile		80	275	22,000
					Grand Total	151,250

A proposed schedule will be provided after discussions with the City. Based on similar sized projects, we believe the project can be completed successfully in 6 to 8 months.

Bryan Langley - City Manager

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

						1011			
	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.				FFICE USE				
1	Name of business entity filing form, and the city, state and count of business.	tity's place	Certificate Number: 2023-991159						
	Fugro USA Land, Inc.	2020 0	01100						
	Houston, TX United States			Date Fil	ed:				
2	Name of governmental entity or state agency that is a party to the	e contract for which t	he form is	03/06/2	023				
	being filed. City of Burleson			Date Ac	knowledged:	,			
3	Provide the identification number used by the governmental enti	track or identify	the cont	ract, and prov	ride a				
	description of the services, goods, or other property to be provided F227047	ied under the contrac							
	Street Pavement Assessment								
_					Nature of	interest			
4	Name of Interested Party	City, State, Country	(place of busine	ess)	(check ap	The state of the s			
_	•				Controlling	Intermediary			
Ge	erson, Celine	Houston, TX Unite	ed States)	×	:			
Th	ibodeaux, Blaine	Houston, TX Unite	ed States	>	Κ .				
Ho	rdijk, Erik	Houston, TX Unite	ed States	>	Κ				
Mc	otamed, Farid	Commerce, CA U	nited States	>	<				
Εl	Menchawi, Osman A. Commerce, CA United States				<				
Bu	hrke, Mark	Houston, TX Unite	ed States	>	<				
Ja	necek, Dwayne A.	Houston, TX Unite	ed States	>	<				
Th	ornton, Megan	Houston, TX Unite	ed States	>	<				
Fu	gro (USA) Holdings Inc.	Houston, TX Unite	ed States	>	<				
5	Check only if there is NO Interested Party.								
6	UNSWORN DECLARATION								
	My name isSirous Alavi		and my date of b	oirth is _	August 2, 196				
	My address is74 Clouds View, Irvine,				92603	,USA			
	(street)	(city)	(sta	ate)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct.								
	Executed in Orange County	, State ofCA	, on the _	6th day	of March	, 20_23 (year)			
			6	\	(.1101111)	(3001)			
				7		-			
Signature of authorized agent of co					usiness entity				



City Council Regular Meeting

DEPARTMENT: Legal Department

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: March 20, 2022

SUBJECT:

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

SUMMARY:

Accessology Too, LLC is a minority-owned and certified company through the General Service Admission that provides professional consulting services related to ADA transition plans, project development, plan reviews, state inspections, and training for professional staff. Accessology has provided these services to clients throughout the United States since 1993. Accessology is a professional service being recommended to the council based on its rich history of delivering similar products across competing municipalities. Their track record demonstrates their capability to provide professional consulting services to help the city develop an ADA Transition Plan. Staff's goal is to create a short, mid, and long-term plan with the results from this assessment.

References include the city of Addison, Coppell, Dallas, Denton, Flower Mound, Frisco, Garland, Midlothian, Saginaw, and Southlake. References include the city of Addison, Coppell, Dallas, Denton, Flower Mound, Frisco, Garland, Midlothian, Saginaw, and Southlake.

The \$65,340 authorization requested includes a 10% contingency over the contract price. The contract price is \$59,400.

OPTIONS:

1) Example: Approve as presented

Example: Approve with changes

3) Example: Deny

RECOMMENDATION:

Staff's recommendation is to approve as presented.

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

N/A

FISCAL IMPACT:

Account: 001-2014-413-35-02

Amount: \$65,340

STAFF CONTACT:

Name: Matt Ribitzki

Title: Deputy City Attorney mribitzki@burlesontx.com

817-426-9646



Accessology

PRESENTED TO THE CITY COUNCIL ON MARCH 20, 2023



Overview

- Council approved a budget line item in this fiscal year's budget to begin an update to the City's ADA self-evaluation and transition plan.
- The proposed professional services agreement is to develop a self-evaluation and transition plan that over time will bring the city to better compliance.
- Accessology is an industry leading firm that has provided these services for three decades.



Why is this important?

- Americans with Disabilities Act was signed into law in 1990.
- It is import the city allocates resources to continue to develop and enhance our ADA compliance.
- This project brings awareness for future projects, develops a plan to bring existing structures up to compliance. Additionally, this will enable staff to bid a full transition plan once the assessment is complete.



Council Action

• Approve or deny a professional services contract with Accessology Too, LLC.

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF BURLESON** (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and Accessology Too, LLC. ("Consultant").

1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional services for the purpose of **the services outlined in Exhibit A**, Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties, ("Effective Date") and terminate upon completion of the work specified or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6and 8 herein shall survive the term of this agreement.

3. <u>COMPENSATION.</u>

This is a fixed-price contract. The City shall pay Consultant an amount \$59,400 and 00 /100 dollars in accordance with the fee schedule incorporated herein, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Scope of Services. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2. <u>Non-appropriation of Funds.</u>

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

4.3. Duties and Obligations of the Parties.

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

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

7. INDEPENDENT CONTRACTOR.

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

8. LIABILITY AND INDEMNIFICATION.

CONSULTANT SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE ANDIOR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONSULTANT COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) ANDIOR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The

Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. **INSURANCE.**

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

10.1. <u>Coverage and Limits</u>

a. Commercial General Liability \$1,000,000 Each Occurrence \$1,000,000 Aggregate

b. Automobile Liability

\$1,000,000 Each accident on a combined single limit basis or \$250,000 Bodily injury per person \$500,000 Bodily injury per person per occurrence \$100,000 Property damage

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

c. Worker's Compensation

Statutory limits

Employer's liability

\$100,000 Each accident/occurrence

\$100,000 Disease - per each employee

\$500,000 Disease - policy limit

This coverage may be written as follows:

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

d. Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2. Certificates.

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

10.3. Additional Insurance Requirements.

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

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

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

11.1. Records Retention

To the extent Section 552.371 of the Texas Government Code applies to Consultant and the Agreement, in accordance with Section 552.372 of the Texas Government Code, Consultant must (a) preserve all contracting information related to the Agreement in accordance with the records

retention requirements applicable to the City for the duration of the Agreement, (b) no later than the tenth business day after the date of the City's request, provide to the City any contracting information related to the Agreement that is in Consultant's custody or possession, and (c) on termination or expiration of the Agreement, either (i) provide to the City at no cost all contracting information related to the Agreement that is in Consultant's custody or possession or (ii) preserve the contracting information related to the Agreement in accordance with the records retention requirements applicable to the Consultant. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Consultant agrees that the Agreement may be terminated if Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

City of Burleson City Manager Attn: Bryan Langley 141 W. Renfro St. Burleson, TX 76028 Accessology Too, LLC.

1407 W. University Dr.

McKinney Tx 75069

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

any future occasion.

16. **GOVERNING LAW / VENUE.**

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. <u>SEVERABILITY.</u>

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

18. **FORCE MAJEURE.**

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

19. **HEADINGS NOT CONTROLLING.**

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any

prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY,

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant affirms and verifies by signature it does not boycott Israel and will not boycott Israel in accordance with Chapter 2270 of the Texas Government Code.

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a

prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

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

30. <u>COUNTERPARTS; PDF SIGNATURES</u>.

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

The remainder of this page is left intentionally blank



TEL: 972-434-0068

Exhibit A

SCOPE OF PROFESSIONAL SERVICES

PROJECT NAME: City of Burleson, TX ADA Compliance Plan

PROJECT UNDERSTANDING

Accessology Too, LLC ("Consultant") will provide professional services based on our project understanding as follows:

- The City of Burleson, Texas ("Client") wants to develop their Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan but is not ready to begin. In the meantime, the City would like to develop their ADA Compliance plan, which will identify what will need to be evaluated for their ADA Transition Plan and develop the inventory that will become the scope of services for the Transition Plan RFQ.
- This assignment will constitute developing the ADA Compliance Plan, which will further develop the plan for the City to complete their ADA Self-Evaluation and Transition Plan and will include the development of the Transition Plan framework, documentation of the City's efforts to-date related to Title II compliance, inventory of City programs, services, activities, and facilities to be evaluated in future phases, and development of a budget and schedule to complete the City's Self-Evaluation. No evaluations of the City's programs, services, activities, or facilities will be completed as part of Phase 1, but items needing evaluation will be uncovered. The deliverable for this assignment will outline the remaining tasks to complete the City's Self-Evaluation and Transition Plan.
- Future phases of this project could include, but are not limited to:
 - O Physical evaluations of buildings, parks and green spaces, public rights-of-way curb ramps, sidewalks and pedestrian crossings through cross streets and driveways, pedestrian equipment at signalized intersections, unpaved pedestrian trails, and pedestrian bridges including determination of compliance status, possible solutions, cost estimates to implement possible solutions, and prioritization of evaluated facilities for implementation;
 - Evaluations of programs, services, activities, employment practices, contracts and leases, ordinances, emergency management plan, website, and design standards;
 - o Update of Transition Plan to document additional work.



Task 1 – Project Management

- 1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood the project will have a 9-month duration.
- 1.2 The Consultant will prepare a project schedule and update it monthly.
- 1.3 The Consultant will prepare monthly progress reports for the duration of the project.

Task 1 Deliverables: Monthly invoices with progress reports.

<u>Task 2 – Project Kick-off Meeting</u>

2.1 The Consultant will meet with City staff representing major program areas to orient them with the process that will be used to develop the City's ADA Transition Plan and introduce the proposed project tasks and schedule. The Consultant will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation process. The Consultant will produce meeting materials and handouts, conduct staff orientation, and prepare a summary of action items resulting from the meeting (2-hour, in-person meeting).

Task 2 Deliverables: Summary of action items from meeting.

Task 3 – Self-Evaluation

TEL: 972-434-0068

- 3.1 <u>ADA Liaison Committee</u>. The Consultant will assist the City in establishing an ADA Liaison Committee that will meet throughout the process of completing the Self-Evaluation and developing the Transition Plan and will continue to meet and actively participate after the completion of this project. The Consultant will work with the ADA Liaison Committee throughout the duration of the project to receive feedback and incorporate information from the ADA Liaison Committee into the project. Meetings between the Consultant and the ADA Liaison Committee are listed in **Task 5**.
- 3.2 <u>External ADA Advisory Committee</u>. The Consultant will assist the City in establishing an external ADA Advisory Committee comprised of disability advocates, individuals with disabilities, and general members of the public by:
 - Compiling a list of local disability organizations and their contact information; and
 - Writing a template letter for the City to distribute to the local disability contact list requesting their participation on the ADA Advisory Committee.



3.3 <u>Programs, Services, and Activities Inventory</u>

- 3.3.1 The Consultant will coordinate with the City to gather information related to the City's programs, services, and activities, including information available on the City's website. The Consultant will compile a list of City boards, commissions, councils and departments that need to be evaluated for compliance under the ADA. The Consultant will document City efforts to-date regarding ADA compliance for City programs, services, and activities.
- 3.3.2 The Consultant will compile a list of each of the following elements that need to be evaluated for compliance under the ADA. The Consultant will document City efforts to-date regarding ADA compliance for these elements.
 - Programs, Services and Activities
 - Employment Practices
 - Ordinances
 - Emergency Management Plan
 - City Website
 - Design Standards
 - Lease Agreements and contracts
 - Notice of Nondiscrimination

3.4 Facilities Inventory

TEL: 972-434-0068

- 3.4.1 <u>Facility Identification</u>. The Consultant will coordinate with the City to identify City owned, leased, operated and maintained facilities to be evaluated for compliance under the ADA. The Consultant will document City efforts to-date regarding ADA compliance for City facilities and prioritize facility evaluations needed Items that will be included in the facility inventory include:.
 - Buildings and associated parking lots and on-site sidewalk
 - Green spaces and associated parking lots and on-site sidewalk
 - Paved and unpaved trails
 - Park pedestrian bridges
 - Signalized intersections
 - Sidewalk corridors
 - Unsignalized intersections and driveways along sidewalk corridors
 - Railroad crossings along sidewalk corridors
 - Transit stops



- 3.4.2 <u>Facility Shapefiles Creation.</u> The Consultant will create Geographic Information System (GIS) shapefiles for the facilities identified in **Task 3.4.1** for the following facility types:
 - On-site building sidewalk
 - On-site park sidewalk
 - Park unpaved trails
 - Park pedestrian bridges
 - Signalized intersections
 - Sidewalk corridors
 - Unsignalized intersections and driveways along sidewalk corridors
 - Railroad crossings along sidewalk corridors

Task 3 Deliverables:

TEL: 972-434-0068

- Inventory of Programs, Services and Activities that will be required to be evaluated as part of the Transition Plan Development.
- Inventory of facilities that need to be evaluated and their priority.
- Inventory of Parks and their amenities that need to be evaluated and their priority.
- Shapefiles for facility type noted in Section 3.4.2.

Task 4 – Compliance Plan Development

The Consultant will coordinate with City staff in developing the Compliance Plan and ADA Transition Plan framework as follows:

- 4.1 <u>ADA Coordinator.</u> The Consultant will work with the City to define the role and responsibilities of the ADA Coordinator. The Consultant will work with ADA Liaison Committee to establish their roles throughout the project to support the ADA Coordinator for the City.
- 4.2 <u>Grievance Policy and Procedure.</u> The Consultant will assist the City with developing an ADA grievance policy, procedure, and complaint form. The Consultant will review the City's existing ADA grievance policy, procedure, and complaint form.
- 4.3 <u>ADA Notice.</u> The Consultant will assist the City with developing ADA Notice. The Consultant will review the City's existing ADA Notice.
- 4.4 <u>Evaluation and Prioritization Criteria.</u> The Consultant will identify the standards from which facility evaluation criteria should be developed and recommend criteria to prioritize accessibility improvements identified in future phases.



- 4.5 <u>Budget.</u> The Consultant will assist the City with the development of a multi-year budget needed to complete the Self-Evaluation of elements identified in **Task 3.3** and **Task 3.4**. The Consultant will provide possible funding sources to achieve compliance. It will be the City's responsibility to confirm the City's eligibility for each funding source.
- 4.6 <u>Draft Compliance Plan.</u> The Consultant will prepare a draft Compliance Plan for the City. The plan will include:
 - Introduction which will describe the project purpose and provide a brief summary of Title II requirements;
 - Documentation of City efforts to-date related to ADA compliance;
 - Summary of City programs, services, activities, and facilities to be evaluated in future phases; and
 - A budget and schedule for future phases.

The Consultant will provide electronic copies of the Draft Compliance Plan in Microsoft Word and Adobe PDF formats to the City.

- 4.7 <u>Final Compliance Plan.</u> The Consultant will address one (1) round of comments from City staff to prepare a Final Compliance plan to help the City develop their ADA Self-Evaluation and Transition Plan and develop the framework for their plan. The Consultant will provide the following deliverables to the City:
 - Electronic copies of the Final Compliance Plan in Microsoft Word and Adobe PDF formats;

Task 5 – Meetings

TEL: 972-434-0068

- 5.1 <u>Progress Meetings</u>. The Consultant will prepare for and attend two (2) in-person (2-hr) progress meetings and up to three (3) virtual (1-hour) progress meetings with City staff and the newly created ADA Liaison Committee. We propose meetings to be scheduled throughout the estimated project timeline.
- 5.2 <u>Miscellaneous Meetings</u>. The Consultant will participate in up to five (5) teleconference meetings with various project stakeholders as needed.

Schedule: The Consultant will work with the City to develop a mutually agreeable schedule.

Deliverables: The Consultant will deliver the following materials to the City:

- Electronic copies of the Draft Compliance Plan in Microsoft Word and Adobe PDF formats;
- Electronic copies of the Final Compliance Plan in Microsoft Word and Adobe PDF formats;
- Facility inventory data from **Task 3.4.2** in GIS format, compatible with the City's GIS system.



CITY OF BURLESON, TEXAS – ADA COMPLIANCE PLAN DEVELOPMENT

Fee Schedule

\$59,400
\$8,200
\$4,900
\$32,500
\$5,400
\$8,400

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Physical evaluation of facilities
- Evaluation of Programs, Services, and Activities

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

AGREED TO BY:

TEL: 972-434-0068

Accessology 100, LLC	City of Burieson, Texas				
AM					
Kristi Avalos, President/CEO	Bryan Langley, City Manager				
2/1/2023					
Effective Date Signed	Effective Date Signed				

SIGNATURE PAGE

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

CITY OF BURLESON:		CONSULTANT:
By:		By:
Name:		Name: 1407 W. University Dr.
Title: President/CEO		Title: President/CEO
Date:		Date:March 13, 2023
APPROVED AS TO FORM LEGALITY:	AND	
By:		

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 count of business.	place	Certificate Number: 2023-986304					
	Accessology Too, LLC							
	McKinney, TX United States		Date F					
2	Name of governmental entity or state agency that is a party to th	e contract f	or which the fo	rm is	02/22	/2023		
	being filed.				Date /	Acknowledged:		
	City of Burleson, Texas							
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provide			or identify	the co	ntract, and pro	vide a	
	CPD2210734							
	ADA / Accessibility Consulting Services							
4	Name of Interested Bod	Cir. 2: :	Operation ()				of interest	
	Name of Interested Party	City, State	e, Country (plac	e ot busine	ess)		oplicable) Intermediary	
					+	Controlling	milermediary	
4١	valos, Kristi	McKinne	ey, TX United S	States		X		
Δ۱	valos, Thomas	McKinne	ey, TX United S	States		X		
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5	Check only if there is NO Interested Party.							
3	UNSWORN DECLARATION							
	My name isKristi Avalos		, and	my date of I	birth is .	D4/24/1960	<u> </u>	
	14077777			_	.,	75000	1.40.4	
	My address is1407 W. University Drive	,	McKinney	,,	,	75069	_,USA	
	(street)		(city)	(st	ate)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	ct.						
	Executed inCounty	y, State of _	Texas	, on the _	22nd da	ay of <u>February</u>	, 20 <u>_23</u>	
						(month)	(year)	
			< 2M	1				
		Signature	of authorized a	gent of cont	racting	business entity		
		2.9		larant)				



City Council Regular Meeting

DEPARTMENT: Public Works

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

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

CR1020 is an existing two-lane asphalt roadway which will become the extension of Alsbury Boulevard. This project (Phase 3) will include design of approximately 1.75 miles of the extension of Alsbury Boulevard from Prairie Grove Lane to the intersection of CR914 (future Lakewood Boulevard).

The design of this expansion is proposed to be completed in two phases with this item representing the initial phase of the design effort. The objective of this preliminary design effort is to collect and analyze data (traffic, land use, utility, topographic survey, geotechnical, and environmental) in order to develop context-sensitive alignment options. Over approximately eight months, this data, analysis, and options will culminate in a preliminary design report to assist the City in finalizing the alignment and roadway section that proceeds to final design.

After a preferred alignment and roadway section are identified by the City, an amendment to this contract is anticipated for full design including utility coordination, construction bidding support, and construction administration services. Phasing the design contract reduces risk for both the City and consultant and allows for a more refined scope and corresponding final design fee to be developed after key decisions are made during this preliminary design effort.

Alsbury Phase 3 could result in an up to 120' right-of-way section with a four-lane divided roadway and a 10' shared use path on one or both sides. Acquisition of right-of-way and relocation of water and natural gas lines is anticipated. This initial design effort allows many of these critical design decisions to be assessed and finalized using key data such as survey and environmental that are required for full design later.

Sufficient funding exists to fund the full design of this project. The 2022 General Obligation Bond Program approved by Burleson voters includes \$2.5M for design, right-of-way acquisition, and utility relocation and an additional \$1,833,091 is included in the City's 2023 – 2027 CIP Plan. The

project schedule anticipates completing this initial effort by the end of 2023 and completing full design in Summer 2024.

OPTIONS:

- 1) Approve a professional services agreement with Freese and Nichols, Inc. for the design of the Alsbury Phase 3 Expansion to CR914 project in the amount of \$628,150.00.
- 2) Deny a professional services agreement with Freese and Nichols, Inc. for the design of the Alsbury Phase 3 Expansion to CR914 project in the amount of \$628,150.00.

RECOMMENDATION:

Approve a professional services agreement with Freese and Nichols, Inc. for the preliminary design of the Alsbury Phase 3 - Expansion to CR914 project in the amount of \$628,150.00.

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

May 2022 - Burleson voters approved the 2022 General Obligation Bond Program

FISCAL IMPACT:

Project #: ST2301

Fund Name: GO Street & Drainage Bond

Full Account #s: 365-7500-439.32-02

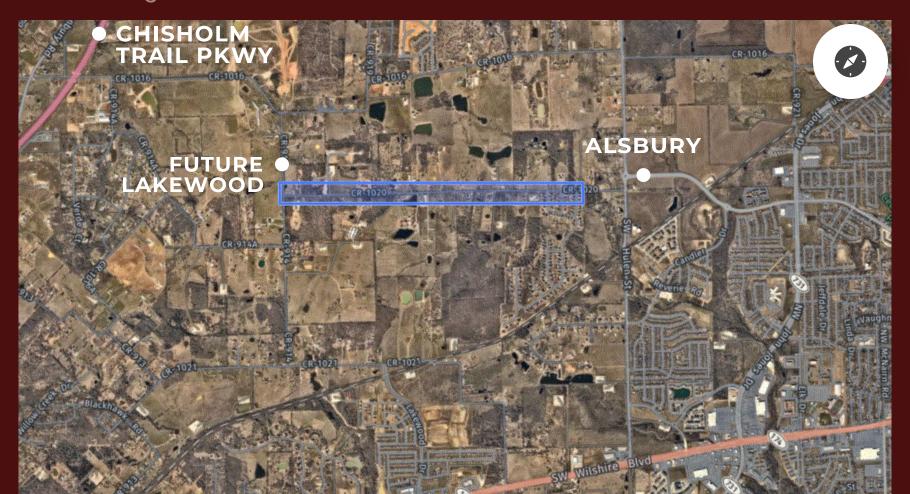
Amount: \$628,150.00

STAFF CONTACT:

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

ALSBURY PHASE 3 - EXPANSION TO CR914

Professional Services Agreement



ALSBURY BOULEVARD CORRIDOR ENHANCEMENTS



ALSBURY PHASE 3 FUNDING



ESTIMATED PROJECT COSTS

- Two lanes: \$19.6M (\$5.8M design, ROW, and utilities plus \$13.8M construction)
- Four lanes: \$27M (\$5.8M design, ROW, and utilities plus \$21.2M construction)



CURRENT FUNDING SUMMARY

As presented and adopted in the current budget August 4, 2022

General Government 5-Year CIP Plan (as presented and adopted August 2022)
2022 GO Bond Program

Project	2023	2024	2025	2026	2027	Total
CR 1020 (Alsbury) Widening (design)	\$2,500,000					\$2,500,000
Hulen at Wilshire Intersection			\$200,000	\$1,501,027		\$1,701,027*
Hulen Widening (SH174 to Candler)			\$1,800,000	\$6,003,653		\$7,803,653

^{*} This project also has \$1,600,000 today in pre-2022 GO Bond Program funding for a total of \$3,301,027

Additional Capital Projects (as presented and adopted August 2022)

Project	2023	2024	2025	2026	2027	Total
Alsbury Design and ROW Acquisition (additional to GO Bond project)		\$1,833,091	-			\$1,833,091
Hulen 4-Lane Expansion (additional to GO Bond project)				\$3,630,029		\$3,630,029

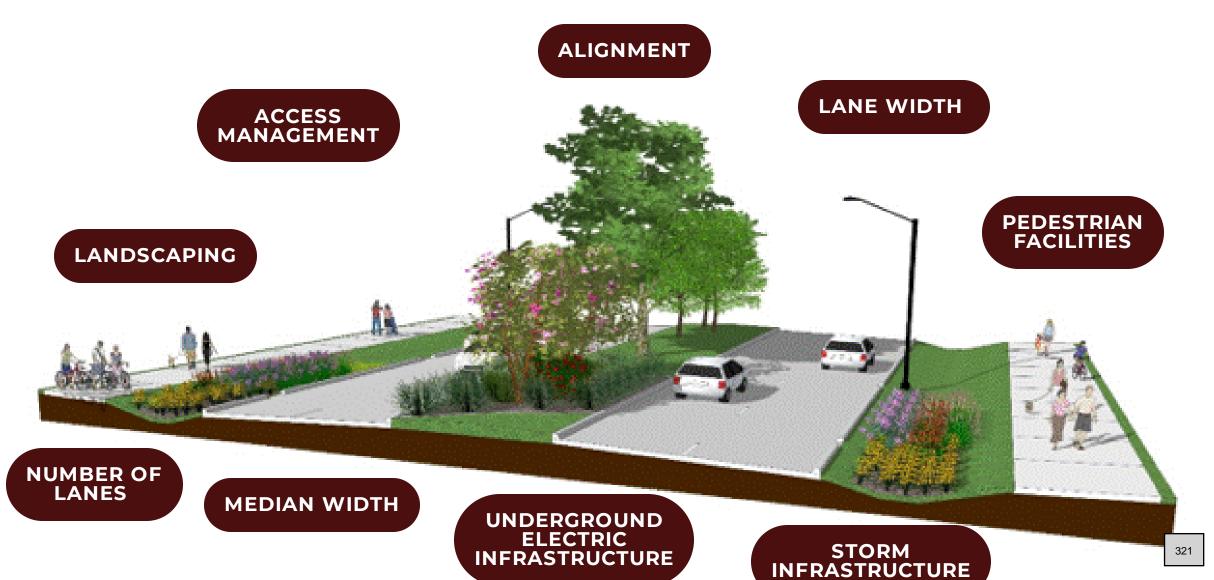
CURRENT FUNDING SUMMARY

Combined Current Funding Summary

Project	Previous	2023	2024	2025	2026	2027	Total
Alsbury Phase 3 Expansion to CR 914 (Project ST2301)		\$2,500,000	\$1,833,091	1			\$4,333,091
SW Hulen St. Widening – Candler Dr. to SH 174 (Project ST2306)	\$1,600,000			\$2,000,000	\$7,504,680		\$11,104,680

- PROJECT NAMES CLARIFIED
- HULEN PROJECTS COMBINED FOR ECONOMY OF SCALE AND EFFICIENCY
- PROJECT FUNDING (\$600,000) PROPOSED TO BE SHIFTED TEMPORARILY FROM ALSBURY PHASE 3 TO HULEN IN ORDER TO ADVANCE THE HULEN SCHEDULE
- NEXT CIP UPDATE (FY24 BUDGET PROCESS) ANTICIPATES RESTORING THE SHIFTED FUNDS AND ADVANCING HULEN FUNDING FROM 2025 AND 2026 TO 2024 AND 2025

DESIGN ELEMENTS TO BE DETERMINED DURING INITIAL SCOPE OF SERVICES



EXAMPLE ALTERNATIVE EVALUATION MATRIX

Preliminary Design Report will include tools like this to help determine preferred alignment and design elements

Key Parameters	Option 1	Option 2	Option 3
ROW Parcels	8	4	6
Property Relocations	1	4	0
Order of Magnitude ROW Costs	\$	\$\$	\$\$\$
Environmentally Sensitive Areas	Medium	Low	Medium
Approx. Construction Costs	\$\$	\$	\$\$\$
Length of Floodplain Impacted	Medium	High	High
Construction Phasing	More Difficult	More Standard	More Standard
Number of Utility Conflicts	Medium	Low	Low

PROPOSED PROFESSIONAL SERVICES AGREEMENT

Freese and Nichols selected through a procurement process to provide preliminary design services at negotiated fee of \$628,150 (within budget) - contract amendment for final design anticipated fall 2023



PRELIMINARY ENGINEERING DESIGN REPORT

Evaluation of existing and forecast traffic data, access management, and utilities to compose three context-sensitive alignment and roadway section options



SUBSURFACE UTILITY ENGINEERING (SUE) & COORDINATION

Locating utilities and coordination with franchise and other utilities



SURVEY & GEOTECH

Topographic survey and Geotechnical Engineering



ENVIRONMENTAL PERMIT EVALUATION

Clean Water Act (Sect. 404), Texas Historical Commission (THC), etc.

SUB-CONSULTANT

Yellow Rose Mapping, LLC - Survey & SUE

323 X

PROJECT SUMMARY

THIS ITEM **FINAL DESIGN** CONSTRUCTION PRELIMINARY Winter 2023 - Summer 2024 **DESIGN** Estimated 24-month **DESIGN** duration **PROCUREMENT** Spring 2023 - Winter 2023 Fall 2022; Freese and Nichols selected **COMPLETE**

DESIGN SCOPE & FEE NEGOTIATIONS

Winter 2022/2023

PROPERTY ACQUISITION

Winter 2023 - Summer 2024

CONSTRUCTION FUNDING EFFORTS

Fall 2023 - Summer 2024



OPTIONS

RECOMMENDED



APPROVE

Approve a professional services agreement with Freese and Nichols, Inc. for the design of the Alsbury Phase 3 - Expansion to CR914 project in the amount of \$628,150



DENY

Deny a professional services agreement with Freese and Nichols, Inc. for the design of the Alsbury Phase 3 - Expansion to CR914 project in the amount of \$628,150



PROFESSIONAL SERVICES AGREEMENT

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

1. <u>SCOPE OF SERVICES</u>.

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

2. <u>TERM</u>.

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

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed (Six Hundred Twenty Eight Thousand One Hundred Fifty Dollars) (\$628,150 and 0/100) accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

4. <u>TERMINATION</u>.

Professional Services Agreement Page 1

4.1. Written Notice.

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

4.2 <u>Non-appropriation of Funds.</u>

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

4.3 <u>Duties and Obligations of the Parties.</u>

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. **RIGHT TO AUDIT.**

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

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

Page 2

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 <u>Indemnification.</u>

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

Professional Services Agreement Page 3

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

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

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

Professional Services Agreement Page 4

9. ASSIGNMENT AND SUBCONTRACTING.

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

10. <u>INSURANCE.</u>

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

10.1 Coverage and Limits

(a) Commercial General Liability \$1,000,000 Each Occurrence \$1,000,000 Aggregate

(b) Automobile Liability

\$1,000,000 Each accident on a combined single limit basis or \$250,000 Bodily injury per person

\$500,000 Bodily injury per person per occurrence

\$100,000 Property damage

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

(c) Worker's Compensation

Statutory limits

Employer's liability

\$100,000 Each accident/occurrence \$100,000 Disease - per each employee

\$500,000 Disease - policy limit

This coverage may be written as follows:

Professional Services Agreement Page 5

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 <u>Certificates.</u>

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

10.3 Additional Insurance Requirements.

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

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

Professional Services Agreement Page 6

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

To CONSULTANT:

Freese and Nichols						
Freese and Nichols, In	Freese and Nichols, Inc. Attn: Chris Bosco					
801 Cherry Street, Suite 2800						
Fort Worth	TX	76102				

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

Professional Services Agreement

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Page 7

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

17. <u>SEVERABILITY.</u>

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

18. **FORCE MAJEURE.**

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. <u>SIGNATURE AUTHORITY.</u>

Professional Services Agreement Page 8

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

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27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

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

31. <u>COUNTERPARTS: PDF SIGNATURES</u>.

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

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SIGNATURE PAGE

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

CITY OF BURLESON:	FREESE AND NICHOLS, INC.:
By:	By: (1/2)
Name:_	Name: Chris Bosco, P.E.
Title:	Title: Vice President/Principal
Date:	Date:
APPROVED AS TO FORM:	
By:	
City Attorney, Assistant City Attorney,	
or Deputy City Attorney	

ATTACHMENT A

SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering services in conjunction with the Alsbury Boulevard – Phase 3 (from Prairie Grove Lane to CR 914) project (approximately 1.75 miles) for the City of Burleson (hereinafter referred to as CITY or OWNER).

The purpose of this project is to provide design, bid, and construction phase services to remove an existing two-lane undivided asphalt roadway and construct a four-lane divided concrete roadway with shared use paths on both sides of the roadway, underground drainage system, JCSUD water line, and signage and pavement marking improvements. The improvements will be constructed within a 120' wide right-of-way that will be acquired with this project. After a preferred alignment is identified by the CITY, an amendment to this contract is expected as described in the Additional Services section of this contract. With the construction funding for this project unknown, FNI will utilize the current TxDOT design criteria to prepare recommendations.

FNI will perform the following engineering, technical, and design services as authorized by the CITY.

WORK TO BE PERFORMED

<u>DESIGN SERVICES</u>	EFFORT PER TASK
TASK 1. PROJECT MANAGEMENT	\$48,000.48
TASK 2. TOPOGRAPHIC SURVEY	\$104,429.21
TASK 3. SUBSURFACE UTLIITY ENGINEERING	\$83,996.44
TASK 4. GEOTECHNICAL ENGINEERING	\$39,822.15
TASK 5. ENVIRONMENTAL PERMIT EVALUATION	\$19,040.28
TASK 6. FRANCHISE UTILITY COORDINATION	\$20,552.50
TASK 7. CULVERT OUTFALL ALTERNATIVES	\$30,679.21
TASK 8. DESIGN REPORT	\$281,629.73
DESIGN SERVICES TOTAL	\$628,150.00

BASIC SERVICES

TASK 1. PROJECT MANAGEMENT

FNI will manage the work outlined in this scope to foster an efficient and effective use of FNI's and CITY's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

Communications and Reporting

- Set up project on internal system and prepare subconsultant contracts.
- Conduct internal project kickoff meeting.
- Conduct and document external project kickoff meeting with CITY.
- Conduct and document project update meetings (up to four (4)) with CITY Project Manager.
- Conduct internal project coordination meetings (up to four (4)).
- Prepare and submit monthly progress reports.
- Conduct up to three (3) site visits to understand the existing conditions.

ASSUMPTIONS

- One (1) project kickoff meeting with CITY
- Up to four (4) project update meetings with CITY
- Invoices will be provided to the CITY from FNI on a monthly basis.
- An amendment to this task is expected to increase the project management effort based on the project schedule after a preferred alignment and funding source is identified by the CITY.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Monthly invoices (up to 10)

TASK 2. TOPOGRAPHIC SURVEY

FNI will provide topographic survey support as follows:

- Temporary Right of Entry Letters Prior to entering property for field survey, FNI will prepare, mail, and obtain permission for temporary right of entry from landowners after a date range for field survey has been provided by FNI. If the property owners are unresponsive to the temporary right of entry letters, the CITY will support FNI in contacting the property owners.
- Survey and prepare a topographic survey map that will establish the control line, centerline, and
 references for control points, benchmarks, and cross-sections. The survey will also include utility
 features found in the field marked by Texas 811 and will show public utility lines per as-built
 drawings provided by the CITY. The survey will be provided with an electronic copy for use in
 design. The survey will include location and identification of all above ground features within the
 survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways,

handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth will be identified. Trees six inches and larger in diameter will be surveyed and common name will be identified.

- Research the existing right-of-way / easement property boundaries and field locating within the project area.
- The topographic survey will be conducted up to 200 feet in width along the roadway alignment (approximately 11,300 feet in length).
- Survey Control and Materials:
 - o 5/8" iron rods with cap and/or mag nails will be used as control material.
 - Horizontal and vertical control points will be set at 500' intervals within the project area.
 Where possible, control monumentation will be located sufficiently away from the project limits so as not be disturbed by construction activities.
 - All established main horizontal and vertical control along the pertinent calculations will be furnished in electric (MS Word Document) format.
- Prepare up to ten (10) easement survey documents (exhibit and metes and bounds description).
- Prepare up to five (5) right-of-way survey documents (exhibit and metes and bounds description)
 and set monuments for the new right-of-way acquisitions to meet the standards of the Texas Board
 of Professional Engineers and Land Surveyors (TBPELS).

ASSUMPTIONS

- Construction staking will be conducted by the Project Contractor, not by FNI.
- CITY will provide all services associated with meetings with property owners and acquisition of the easements.
- The number of easement and right-of-way survey documents in this contract is a contingency for
 property owners who may choose to move forward with property acquisition during this contract.
 An amendment to this task is expected to increase the number of easement and right-of-way
 survey documents after a preferred alignment is identified by the CITY.

DELIVERABLES

A. Digital topographic survey file in CAD format, ASCII point file, and field notes and sketches.

TASK 3. SUBSURFACE UTILITY ENGINEERING

FNI will perform the Level A-D Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") Information derived from existing utility records.
- Quality Level C (QL"C") QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating",

this quality level provides the horizontal position of subsurface utilities within approximately one foot.

• Quality Level A (QL"A") – Three-dimensional (x,y,z) utility information obtained utilizing nondestructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer.

FNI will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g., steel pipe, electrical cable, telephone cable).

Quality Level B-D SUE will be conducted up to 200 feet in width along the roadway alignment (approximately 11,300 feet in length).

FNI will provide appropriate traffic control measures (barricades and signs).

FNI will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, FNI will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. FNI will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

FNI will provide up to ten (10) test holes (estimated to be between 8 and 12 feet in depth) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.

FNI will provide a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities and a summary sheet of the test hole coordinate data and depth information. The size of each utility will be presented in the utility file. If this information is indicated on available record drawings, FNI will also provide.

ASSUMPTIONS

- An amendment to this task is not expected to increase the area or quantity of the Quality Level B-D after a preferred alignment is identified by the CITY.
- An amendment to this task is expected to increase the number of testholes (Quality Level A) after a preferred alignment is identified by the CITY.

DELIVERABLES

A. Digital subsurface utility engineering file in CAD format, ASCII point file, and field notes and sketches.

TASK 4. GEOTECHNICAL ENGINEERING

FNI will provide geotechnical engineering support for the design of concrete pavement (permanent), asphalt pavement (temporary), foundation support recommendations for two (2) culverts and retaining walls (up to 10 feet in height). It should be noted that the geologic atlas of Texas indicates that the Grayson formation

occurs in the northern half of the project limits and the Woodbine formation occurs in the southern half of the project limits. This is mentioned since the pavement subgrade could be different between these two formations and may require different approaches to pavement subgrade treatment. The following geotechnical engineering work will be completed:

• Field Exploration

- Select and mark up to eight (8) boring locations and notify Texas 811 and CITY departments to request location and marking of existing underground utilities prior to the field exploration.
- Oue to limited ROW outside the roadway, the borings will be drilled through the existing pavement. Traffic control will be set up to close one lane of traffic and route vehicles around the drilling zone. We are anticipating flagmen will be needed to direct the traffic. If areas of ROW are available and clear of existing utilities, the boring will be drilled off the pavement.
- Subcontract with a geotechnical drilling contractor to drill up to eight (8) borings to a depth of 20 feet. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. Rock and rock-like materials will be tested insitu using a TxDOT Cone Penetration Test, as appropriate for the material. At completion, the boreholes will be backfilled with auger cuttings and the pavement patched (borings drilled through pavement).
- Provide an Engineer or Geologist experienced in logging borings to direct the drilling, log the borings, and handle and transport the samples. Visual classification of the subsurface stratigraphy shall be provided per the Unified Soil Classification System (USCS).

Laboratory Testing

- Testing shall be performed on samples obtained from the borings to determine soil classification and pertinent engineering properties of the subsurface materials. FNI will select samples for laboratory testing, assign tests, and review the test results. Testing will be performed by a geotechnical testing subcontractor.
- Laboratory tests will be assigned based on the specific subsurface materials encountered during exploration. Test type and quantity may vary, but are expected to include:
 - a. Classification tests (liquid and plastic limits and percent passing the no. 200 sieve or gradation)
 - b. Moisture content
 - c. Dry unit weight
 - d. Unconfined compressive strength
 - e. One-dimensional swell (restrained)
 - f. pH lime determination
 - g. Soluble sulfate content

Engineering Analysis

- Prepare a geotechnical report of the investigation to include:
 - a. Appendix with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.

- c. Foundation support recommendations for two (2) culverts and the retaining wall.
- d. Lateral earth pressures will be provided for design of the retaining wall and culvert walls.
- e. A global stability calculation will be made for the retaining wall for the maximum height, if needed. Depending upon depth to rock and depth of wall, it may be determined that the proposed wall foundation support is not susceptible to a slope failure. This will be evaluated for the specific site conditions and wall location. If slope calculations are needed, soil shear strength will be estimated using the soil classification test results and published correlations.
- f. Pavement thickness calculations and subgrade treatment recommendations will be provided.
- g. General discussion of expected construction-related issues.
- h. Earthwork-related recommendations for use during development of the plans and specifications.

ASSUMPTIONS

An amendment to this task is not expected after a preferred alignment is identified by the CITY.

DELIVERABLES

A. Geotechnical Report

TASK 5. ENVIRONMENTAL PERMIT EVALUATION

FNI will evaluate the project area for regulatory permitting requirements primarily related to Section 404 of the Clean Water Act (Section 404) and other know permits. This information will be utilized to evaluate the project improvements to minimize regulatory requirements for the project.

Desktop Evaluation

 Prior to the site visit, FNI's environmental scientists will assemble and review data such as aerial photographs, topographic maps, National Wetlands Inventory (NWI) maps, and soil data.

Pedestrian Survey

o FNI's environmental scientist will conduct a pedestrian survey within the project limits (including approximately 100 feet upstream and downstream of the existing culvert crossings) to document existing environmental conditions and assess potential environmental impacts. The presence and locations of waterbodies, including wetlands, potential federally listed threatened and endangered species habitat, and vegetation cover types will be identified within the project area.

• THC Coordination

- o FNI's environmental scientist will prepare and submit a consultation letter to the Texas Historical Commission (THC) to determine the potential for the project to impact protected cultural resources and provide results to the CITY. If follow up studies are requested by the THC, those studies can be provided as an additional service with written authorization from the CITY.
- Conceptual Environmental Permitting Memorandum

 Information gathered during the pedestrian survey (and coordination with the project team and CITY) will be used to prepare a technical memorandum identifying potential environmental permitting requirements for the proposed improvements identified in the conceptual design phase.

ASSUMPTIONS

- Section 404 Section 404 of the Clean Water Act (Section 404) regulates the discharge of materials within waters of the U.S. (such as streams, ponds, and wetlands), and the U.S. Army Corps of Engineers must issue a Section 404 permit prior to a regulated action. This scope assumes if waters of the U.S. are impacted by the proposed project, then the proposed project could be authorized by a Section 404 Nationwide Permit (NWP), such as NWP 14 Linear Transportation Projects.
- TxDOT NEPA The National Environmental Policy Act (NEPA) requires federal agencies to assess the environmental impacts from their proposed actions or projects. TxDOT has environmental compliance policies to comply with Federal Highway Administration (FHWA) NEPA compliance procedures. This scope assumes the scoping of TxDOT environmental documentation requirements will take place during future phases of design.
- An amendment to this task is expected after a preferred alignment and funding source is identified by the CITY.

DELIVERABLES

A. Conceptual Environmental Permitting Memorandum

TASK 6. FRANCHISE UTILITY COORDINATION

FNI will provide franchise utility coordination support for the CITY, as follows:

- FNI will develop a Franchise Utility Contact List of companies within and adjacent to the project.
- FNI will prepare and conduct up to three (3) franchise utility coordination meetings with utility owners.
- FNI will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of utility conflicts will be completed by FNI with assistance from the CITY.
- In the case of a private utility conflict, the FNI will provide a PDF set of plans with the utility conflicts highlighted and a utility conflicts table of those conflicts. If necessary, FNI will coordinate directly with the private utility provider if that provider needs to undertake design to adjust their utility's location.
- FNI shall create a Schematic Franchise Utility Conflict Exhibit using the proposed improvements and the existing utility file created by the Subsurface Utility Engineering task.
- FNI will create a Schematic Franchise Utility Conflict Matrix to supplement the Schematic Franchise Utility Conflict Exhibit.
- As available, the CITY will attend the coordination meetings and assist in the coordination process.

TASK 7. CULVERT OUTFALL ALTERNATIVES

FNI will provide hydraulic analysis and culvert outfall alternatives analysis for the CITY, as follows:

• FNI will delineate a drainage area for each of the two (2) culvert crossing locations. FNI will utilize the appropriate hydrologic method outlined in the CITY's drainage criteria to determine discharge rates for the post-project runoff conditions for each drainage area.

- FNI will identify a new/proposed culvert size for each of the two (2) culvert crossings based on the post-project conditions.
- FNI will review the existing condition topographic data (collected with this project) and the future roadway conditions at the two (2) culvert crossings as part of the alternatives analysis.
- FNI will provide up to three (3) culvert outfall alternatives for each culvert crossing (up to two (2) for a total of up to six (6) outfall alternatives. Each of the six (6) outfall alternatives will include an existing and an estimated construction cost.
- FNI will prepare a brief technical report summarizing the six (6) drainage outfall alternatives analysis and the provided alternatives.
- FNI will prepare for and conduct a meeting with the CITY to review and select a preferred culvert outfall for each culvert crossing.

ASSUMPTIONS

- It is assumed that no HEC-RAS hydraulic modeling will be conducted for this effort.
- It is assumed that no there will be no hydraulic adverse impacts; therefore, adverse impact or flood mitigation alternatives will not be provided.
- An amendment to this task is not expected after a preferred alignment is identified by the CITY.

DELIVERABLES

- A. Technical Memorandum
- B. Exhibits and Estimated Construction Costs for Up to Six (6) Culvert Outfall Alternatives

TASK 8. DESIGN REPORT

The purpose of the design report is for FNI to prepare, identify, and develop a design that meets the CITY's goals for the project. The design report will be provided to the CITY to obtain an endorsement for the concept to process with Conceptual, Preliminary, and Final Design.

FNI will provide design report analysis and culvert outfall alternatives analysis for the CITY, as follows:

Collect Existing Traffic Data

• FNI will collect 24-hour bi-directional volume and intersection turning movement intersection counts (at intersection of CR 914 and CR 1020) with basic classification (lights/mediums/articulated trucks).

Design Criteria Summary

• FNI will prepare a summary (in table format) of the TxDOT design criteria that will be followed by the project.

Access Management

• FNI will provide recommendations for access management from the proposed roadway to the existing properties. These recommendations will be applicable to all alignment alternatives and may include shared access, median openings, and two-way left turn lanes.

Utility Evaluation

• FNI will evaluate the feasibility to extend CITY sanitary sewer services within the project area.

Alignment Alternatives

- FNI will provide up to three (3) alignment alternatives which meet the project scope and design criteria. It is assumed that each of these alignment alternatives will not deviate more than 40 feet from the existing centerline.
- FNI will prepare a roadway profile for one (1) alignment alternative. This roadway profile will be used to understand the necessary easements, retaining wall limits, and necessary earthwork. It is assumed that the roadway profile will not change between each alternative.
- FNI will prepare roadway typical sections (including proposed location of CITY and franchise utilities).
- FNI will provide up to three (3) roundabout intersection designs within the project area.
- FNI will evaluate the necessary area of right-of-way (ROW) or easement acquisitions within the project area for each of the three (3) alignment alternatives.
- FNI will estimate the property acquisition costs for each of the three (3) alignment alternatives.
- FNI will develop estimated construction costs for each of the three (3) alignment alternatives.
 Sources of data used in the preparation of the estimated construction costs include, but are not
 limited to, construction data aggregation services, similar past projects performed by FNI, bid
 results from previous CITY projects of similar type, and professional experience and engineering
 judgment.
- FNI will provide an alignment alternative evaluation matrix for the three (3) alignment alternatives. This matrix will be used to compare the alternatives and will include the following information:
 - o Number of parcels impacted with ROW acquisition.
 - o Number of relocations based on structure removals.
 - Estimated ROW costs.
 - o Impact to environmentally sensitive areas.
 - Estimate construction costs.
 - o Difficultly of construction phasing
 - Cost and difficulty of franchise utility relocation
- FNI will prepare a brief technical memorandum summarizing the three (3) alignment alternatives that were prepared for the CITY.
- FNI will prepare for and conduct a meeting with the CITY to review and select a preferred alignment alternative.

Plan and Profile Exhibit

- After the CITY selects a preferred alignment alternative, FNI will prepare one (1) plan and profile exhibit of the project improvements based on the CITY preferred alignment. The plan and profile exhibit will include the following information:
 - o Location map, project name, and project limits.
 - o Existing conditions data (including aerial, topographic and boundary survey, and SUE).

- Proposed alignment and alignment data.
- Existing and proposed typical sections.
- Proposed roadway and driveway layout (including CITY preferred access management method).
- o Proposed roadway profile.
- o Existing and proposed right-of-way and easement layout (including parcel summary table).
- o Proposed culvert layout.
- FNI to update the estimated construction costs and based on the Plan and Profile Exhibit and feedback received during the meeting with the CITY to select the preferred alignment alternative.

ASSUMPTIONS

- FNI will begin to prepare the alignment alternatives after the topographic and boundary survey data has been collected from the field.
- FNI will not conduct a traffic analysis or future growth projections.
- An amendment to this task is not expected after a preferred alignment and funding source is identified by the CITY.

DELIVERABLES

- A. Existing Traffic Counts.
- B. Plan View Exhibits of Three (3) Alignment Alternatives.
- C. Estimated Construction Cost for Each Alignment Alternative.
- D. Estimated Property Acquisition Cost for Each Alignment Alternative.
- E. Technical Memorandum.
- F. Plan and Profile Exhibit

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above-described basic services, are described as follows:

- A. Land acquisition services
- B. Construction materials testing.
- C. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- D. Water and sanitary sewer design other than adjustment of surface appurtenances.
- E. Design of pedestrian bridge.
- F. Providing renderings, model, and mock-ups requested by the CITY.
- G. Assisting CITY in claims disputes with Contractor(s).
- H. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- I. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- J. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- K. Services required to resolve bid protests or to rebid the projects for any reason.
- L. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- M. GIS mapping services or assistance with these services.
- N. Site visits and meetings in excess of the number of trips included in the scope of services.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- P. Quality Level "A, B, C, D" subsurface utility engineering outside of the quantity outlined in the scope of services.
- Q. Public Involvement and Public Meeting Facility Rental.
- R. Floodplain Services (CLOMR and/or LOMR).
- S. After a preferred alignment and project funding is identified by the CITY, an amendment to this contract is expected to include the following:
 - 1. Project Management
 - 2. Survey Documents (ROW and Easements)
 - 3. Conceptual Design (30%)
 - 4. Preliminary Design (60%)
 - 5. Final Design (90% and 100%)

- 6. Bid and Construction Phase
- 7. Franchise Utility Coordination
- 8. Public Involvement
- 9. TDLR / TAS Plan Review and Inspection
- 10. Environmental Documentation
- 11. Property Acquisition Support
- 12. Subsurface Utility Engineering Additional Level A
- 13. Funding Application Support

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the attached project schedule (Attachment B).

If FNI's services are delayed through no fault of FNI, FNI will be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER: OWNER will perform the following in a timely manner so as not to delay the services of FNI:

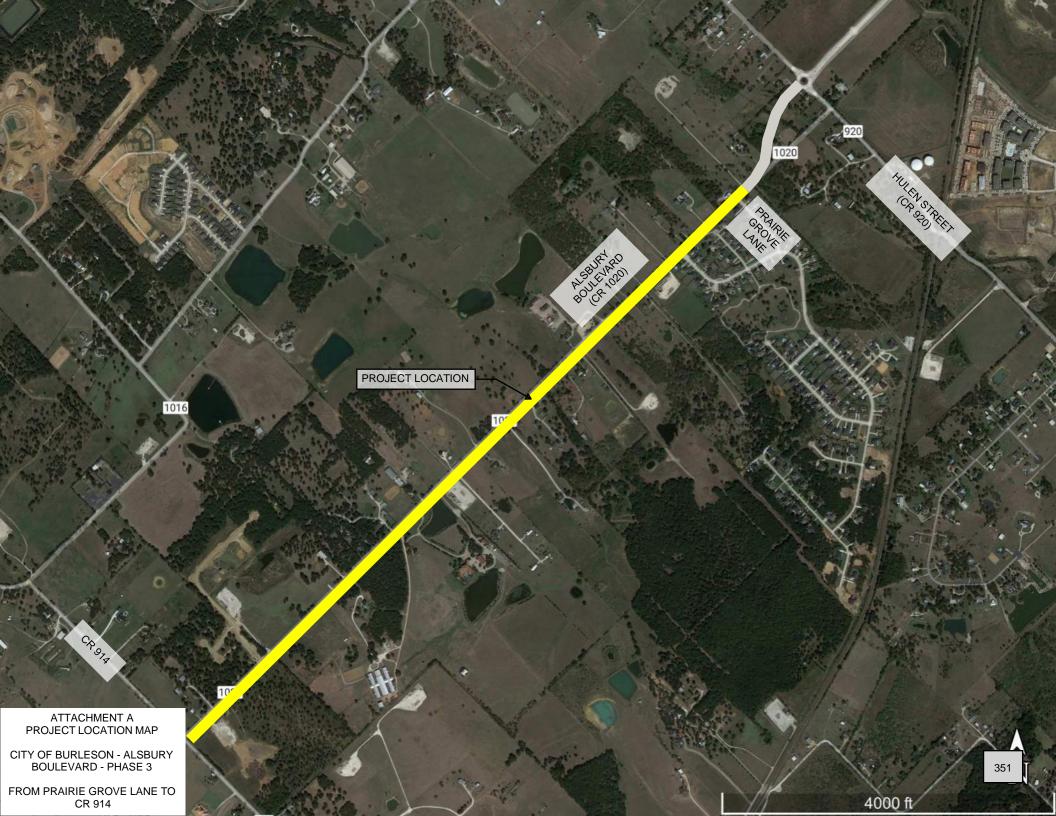
- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person will have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data (design plans, drainage studies, surveys, property information, utility locations, CADD files) relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. The CITY will attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the project progress as scheduled.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Furnish, or direct FNI to provide, Additional Services.
- I. Bear all costs incident to compliance with the requirements of the Responsibilities of Owner section.

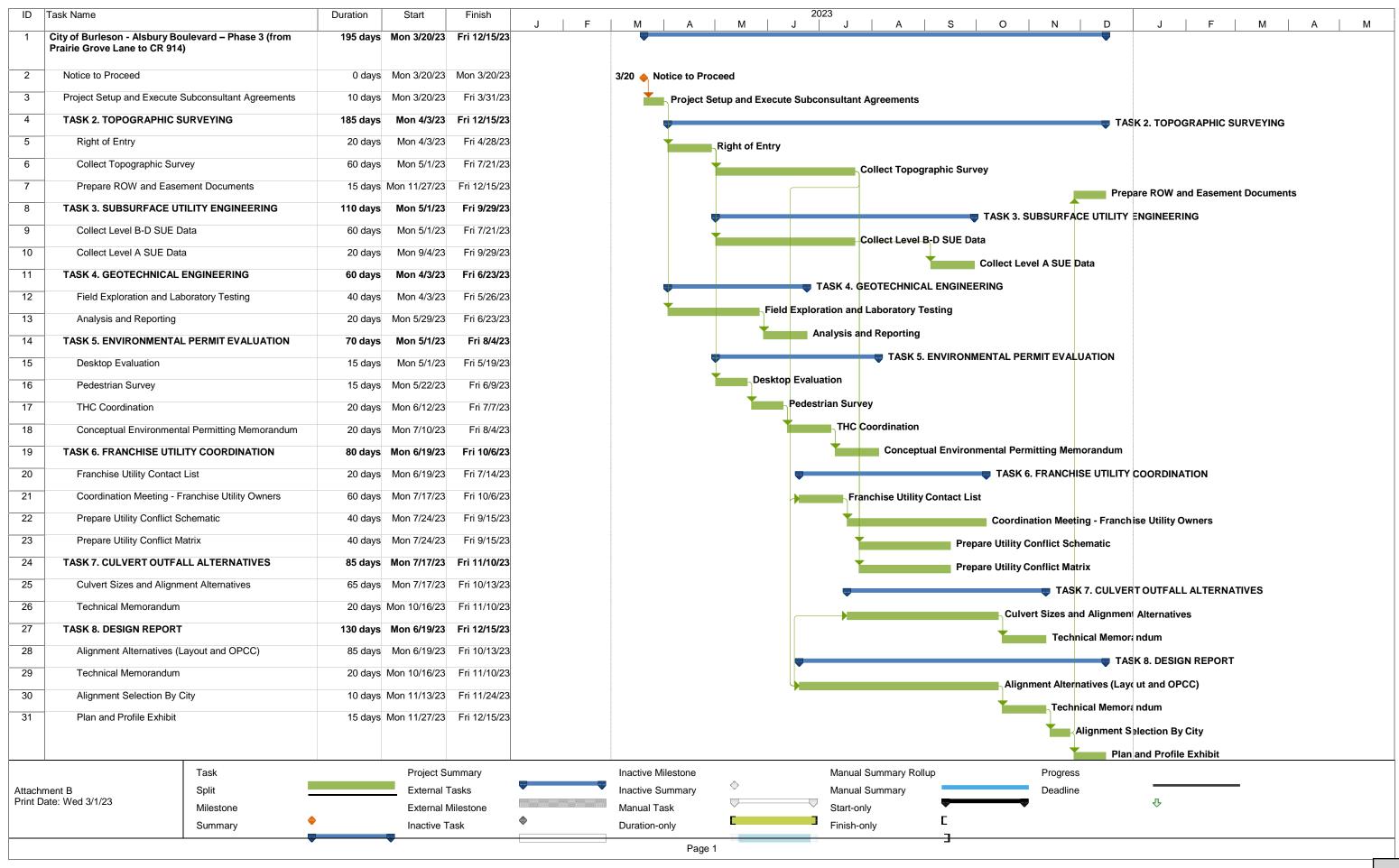
DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Tiana Jackson, P.E., CFM, Project Manager – Public Works Department, 141 W. Renfro, Burleson, Texas 76028; Phone (817) 426-9619; e-mail: tjackson@burlesontx.com

FNI's Project Manager – Todd Buckingham, P.E., 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7517; Fax (817) 735-7491; e-mail: todd.buckingham@freese.com

FNI's Accounting Representative – Erin Westbrook, 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7395; Fax (817) 735-7491; email: erin.westbrook@freese.com





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 partie	S.	CEI	OFFICE USI			
Name of business entity filing form, and the city, state and of business. Freese and Nichols, Inc. Fort Worth, TX United States	country of the business entity's place	2023	Certificate Number: 2023-983537 Date Filed:			
2 Name of governmental entity or state agency that is a party being filed. City of Burleson	y to the contract for which the form is		02/15/2023 Date Acknowledged:			
Provide the identification number used by the government description of the services, goods, or other property to be Contract Provide professional engineering services for Alsbury B	provided under the contract.	tify the c	ontract, and pro	vide a		
4 Name of Interested Party	City, State, Country (place of bu	siness)		f interest pplicable) Intermediary		
Pence, Bob	Fort Worth, TX United States		Х			
Coltharp, Brian	Fort Worth, TX United States		Х			
Archer, Charles	Raleigh, NC United States		Х			
Greer, Alan	Fort Worth, TX United States		Х			
Hatley, Tricia	Oklahoma City, OK United St	ates	Х			
Johnson, Kevin	Dallas, TX United States		Х			
Payne, Jeff	Fort Worth, TX United States		Х			
Reedy, Mike	Houston, TX United States		Х			
Wolfhope, John	Austin, TX United States		Х			
5 Check only if there is NO Interested Party.	<u> </u>					
6 UNSWORN DECLARATION						
My name is Pam Fordtran	, and my date	of birth is	February 1			
My address is 800 N. Shoreline, Suite 1600N (street)	Corpus Christi (city)	TX (state)	78401 (zip code)	, US (country)		
I declare under penalty of perjury that the foregoing is true and	correct.					
Executed in Nueces	County, State of Texas , on t	he 15th	day of Februa (month)	ry , 20 23 (year).		
	Pam Fordtran					
_	Signature of authorized agent of (Declarant)	contracting	g business entity			



City Council Regular Meeting

DEPARTMENT: City Secretary's Office

FROM: Amanda Campos, City Secretary

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

The City Council approved the 2023 City Council regularly scheduled meeting calendar at the November 14, 2022 meeting. When the calendar was presented staff failed to consider the July 4 holiday, which this year falls on a Tuesday the day after the council meeting. The staff would request the city council consider modifying the July calendar to move the July 3 to July 10 and the July 17 meeting to July 24.

OPTIONS:

- Approve the amendments to 2023 Council calendar for July as presented
- 2) Deny the amendments to 2023 Council calendar for July
- 3) Modify the amendments to the proposed July dates

RECOMMENDATION:

Staff recommendations approval of the 2023 council calendar amendments for July as presented by staff

STAFF CONTACT:

Name: Amanda Campos Title: City Secretary acampos@burlesontx.com

817-426-9665

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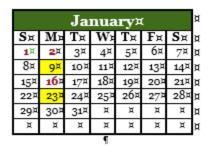
2023 City Council Calendar July amendment

MARCH 20, 2023 CITY COUNCIL REGULAR MEETING

City Council Meeting Calendar

- City Council approved the 2023 City Council Meeting calendar on November 14, 2022
- July 4th Holiday falls on a Tuesday after a city council meeting date
- Staff would request we amend the meetings as follows:
 - July 3 to July 10
 - July 17 to July 24





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2023

1st-meeting-of-the-Month--early-start-for-Reports¶

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Council Action Requested

Approve an amendment to CSO#4034-11-2022 modifying the July 2023 City Council meeting dates from July 3, 2023 to July 10, 2023 and July 17, 2023 to July 24, 2023

3/9/2023 4



Questions?



Choose an item.

DEPARTMENT: Human Resources

FROM: Rick DeOrdio, Director of Human Resources

MEETING: March 20, 2023

SUBJECT:

Consider approval of a five-year contract for Employee Performance Management Software services by emPerform in the amount not to exceed \$108,000. (Staff Presenter: Rick DeOrdio, Director of Human Resources)

SUMMARY:

The City of Burleson has utilized paper for the annual employee evaluations and the ability to do evaluations throughout the year is difficult. Online evaluations allow departments to document employee activity throughout the year and provide 360 evaluations if desired.

An Request for Proposals was released and 3 firms responded. Demonstrations were made by the top two firms to a multi-departmental panel and the software provided by empower was overwhelmingly approved.

The contract is for 5 years with a 2-year rate guarantee and 3 one year renewal options. We anticipate minimal increases for the individual licenses during years 3 – 5. The amount of the contract was approved by Council in the FY'22/FY'23 budget process. The not to exceed amount contains a 5% contingency as it is based on a per headcount cost.

OPTIONS:

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

RECOMMENDATION:

Staff recommendations Approval

FISCAL IMPACT:

The fiscal impact is \$41,846 for year 1 and anticipated \$15,250 for years 2-5 each.

STAFF CONTACT:

Rick DeOrdio
Director of Human Resources
rdeordio@burlesontx.com
817-426-9641



Employee Online Performance Evaluation Software

Human Resources

Performance Evaluation Software Analysis

- Annual performance evaluations have been historically paper forms
- HR administers the program and the process normally takes 4-6 weeks
- HR receives dozens of requests from supervisors annually for past evaluations for reference
- An online, cloud based system, is needed to automate the process
- An RFP was done with 3 companies responding
- A panel was convened to provide the initial RFP scoring to determine the top 2 software options
- Finalist demonstrations were made to a larger group of users and the recorded demonstration was sent to Directors and the Benefits Committee for feedback and input

Performance Evaluation Software Decision

- After input and cost comparison the product offered by emPerform was selected
- The software is cloud based and able to be accessed by both employees and supervisors 365 days a year to input notes for reference during the annual evaluation process
- The software is very robust and can easily produce reports and will house past evaluations for reference
- The contract offered was the best priced with a 2 year rate guarantee and has 3 additional annual renewal options
- Funds were approved during the current budget for this software

Performance Evaluation Software

Fiscal Impact

Annual Cost	Term Cost	
372 emPerform Subscription licenses @ \$39 each (initial FT estimate) (we added permanent part-time employees)	\$29,016	
Implementation and Munis integration	\$12,830	
First Year Total	\$41,846	
Annual Subscription Cost Estimate per year 2-5 (each)	\$15,250	

- Questions
- Options
 - 1. Approve the contract as presented (recommended)
 - 2. Approve the contract with requested changes
 - 3. Deny the contract



EMPERFORM SAAS CONTRACT AGREEMENT EMPLOYEE PERFORMANCE MANAGEMENT SOFTWARE

Presented to:

CITY OF BURLESON, TEXAS 141 WEST RENFRO, BURLESON, TX 76028 (817) 426-9847

Statement of Confidentiality

Due to the nature of the material contained herein, Corporate Renaissance Group (CRGroup) requests that this document and its contents not be discussed, disclosed or divulged to third parties without the written consent of CRGroup.

Notice or inquiries regarding this document should be directed to:

Corporate Renaissance Group, a Quisitive company 6 Antares Drive, Phase 3, Suite 200 Ottawa, Ontario Canada K2E 8A9 613-232-4295 E-Mail: info@employee-performance.com



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1. INTRODUCTION

emPerform (referred to as emPerform) is an employee performance and talent management software solution. The software is wholly owned by Corporate Renaissance Group, a Quisitive Company (**CRGROUP**).

This Agreement sets forth with terms and conditions governing the deployment of emPerform software, professional services being provided to train emPerform system administrators and post-implementation protocols related to software updates and additional support.

2. SOLUTION OVERVIEW

CRGROUP covenants that emPerform (a) is a collaborative, web-based software solution that facilitates the employee performance and talent management process, and (b) provides functionality that allows organizations to develop and deploy employee performance appraisals, performance journals and feedback, surveys, 360° multirater feedback questionnaires, 360° enabled performance appraisals, succession planning, compensation management and reporting.

The system administrator function deals with the administration of the solution and can be used by the Human Resources support group which will be responsible for the administration of the solution following the formal training provided as part of the implementation package described in **Appendix C**.

Administration of the solution includes, but is not limited to functions such as: maintaining all employee profiles, reporting relationships and data; creating, assigning and updating all performance and/or compensation criteria including rating scales, content definitions (example: Competency statements), compa-ratios and any other data that forms part of the CITY OF BURLESON, TEXAS data requirements; assignment of content to individuals or groups; assignment of employees to applicable performance or compensation forms; adjustments of changes to workflow; reporting and analysis.

All administrative and users can access the software from one of the following web browsers: Chrome v33.0+, Mozilla v28.0+, Safari v5.1.7+, Chromium and Edge v1.0+.

3. SOFTWARE LICENSING OPTION

3.1.1 SOFTWARE AS A SERVICE (SAAS) SUBSCRIPTION

For an annual subscription license fee CITY OF BURLESON, TEXAS agrees to subscribe to the emPerform software for a series of annual periods. The software will be hosted by CRGROUP (either by itself or through a third-party web hosting service). One (1) production site is included with this Agreement.

The annual subscription license fee includes the right to use emPerform and any upgrades that are released during the period of the subscription (to be installed by CRGROUP). The customer will be notified of the latest support packs and releases as soon as they are commercially released. Any support pack and release updates will be scheduled and approved by the customer in advance. In addition, the customer will receive notice of the subscription renewal date and the cost of renewal (based on the current Agreement).

Upon completion of the Agreed upon term, CRGROUP reserves the right to calculate the annual subscription license fee price based on current pricing in effect at the time of renewal. The customer will be given reasonable notice of any such changes before they occur. Reasonable notice is considered sixty (60) days prior to the completion of the agreed upon term.

Under this arrangement, CRGROUP reserves the right to pass on Service Level Agreements ("SLAs") to CITY OF BURLESON, TEXAS, including but not limited to SLAs between CRGROUP and CITY OF BURLESON, TEXAS and SLAs between CRGROUP and any third-party web hosting service that it chooses as its hosting provider. The Software as a Service (SAAS) Service Level Agreement related to this option is provided in **Appendix D**.

The actual Software License Agreement is enclosed in Appendix A.



4. SERVICES: IMPLEMENTATION/INSTALLATION

Implementation and training packages are available with all emPerform deployments. The packages offered vary in length and duration and the time required to successfully implement the solution depends on several factors that include but are not limited to: the readiness of the organization, availability and quality of information, support from IT personnel, and efforts and experience and involvement of the customer's staff. The costs of these services will depend on the level of efforts required by the emPerform team and will be discussed and approved prior to the start of the implementation timelines.

During the implementation process, the emPerform Business Solution Consultant(s) will work with designated staff from CITY OF BURLESON, TEXAS to ensure that all agreed upon project deliverables and milestones are met to mutual satisfaction.

The implementation shall be considered complete unless a formal rejection of the implemented solution is provided within ten (10) business days of the last scheduled day of implementation. If the solution is rejected, a valid reason must be provided stating which previously discussed business requirement was not met.

Appendix B provides the Standard Terms and Conditions for these services as well as any other services that may be asked for and provided by CRGROUP.

Further detail on the implementation package selected by CITY OF BURLESON, TEXAS is detailed in **Appendix C.**

5. POST-IMPLEMENTATION SUPPORT

Following completion of the implementation, as defined in Section 4 of this Agreement, customer post-implementation support is provided by our Consulting Team and Technical Support Team. Post-implementation support is defined as either Technical Support, Business Support, or Professional Services and is governed by our Post Implementation Support Service Level Agreement.

5.1.1 POST-IMPLEMENTATION TECHNICAL SUPPORT

CRGROUP shall provide support for technical issues related to emPerform, technical issues related to emPerform upgrades (version, not platform) and any technical error messages received by the customer. It does not cover "Business Support" (see section 5.1.2 below). Post-implementation technical support is included at no additional charge to customers that are considered active on their chosen licensing plan.

Cases considered technical in nature are not billed to the Customer.

5.1.2 POST-IMPLEMENTATION BUSINESS SUPPORT

CRGROUP shall provide business support including but not limited to dealing with "how-to" questions related to emPerform or process functionality; providing an outline of steps needed to resolve the Customer's issue, providing references to areas in the emPerform Help Guide which will help the Customer to solve their issues, etc. Support of this nature commences on the date the implementation as described in this proposal has been completed (per Section 4 of this Agreement).

Business Support is included as part of the Customer's active subscription fee or enhancement fee and is not billed to the Customer.

5.1.3 POST-IMPLEMENTATION PROFESSIONAL SERVICES

Professional Services include, but is not limited to, additional administrator or end-user training, custom report writing, data integration, time spent configuring or reviewing the Customer setup in emPerform, evaluation and compensation modelling assistance, etc. Professional services are considered billable.



Post-Implementation Professional Services outside the scope of the implementation and not included as part of a Professional Services Package are billed at \$175 hourly as incurred. Professional Services Packages are outlined in **Appendix F**.

5.1.4 POST IMPLEMENTATION SUPPORT SERVICE LEVEL AGREEMENT:

The CRGROUP Service Level Agreement for post implementation support guarantees response times by the CRGROUP support team members via both electronic and telephone support, based on severity level.

Response times are not guaranteed during Canadian statutory holidays, special company events and weather-related closures. CRGROUP guaranteed support hours are from 9:00am – 5:00pm Eastern Standard Time (EST), Monday to Friday.

Email: Support requests and related questions may be emailed directly to **support@employee-performance.com**. Email support requests submitted outside of regular support hours will be answered the next business day. The guaranteed response time begins from the start of new business hours.

Telephone: The support team may also be accessed through **1.877.711.0367** where callers will be directed to one of CRGROUP's product specific Support Team members.

Guaranteed Response Time: Guarantees are met when the emPerform support team responds to your support request within the guarantee period determined by the severity level of your problem (see below). A response is defined as the team representative beginning to work on the issue; a guaranteed response time is not a guarantee of a resolution. CRGROUP cannot guarantee resolutions to questions within the guarantee period, only responses to initial support requests.

Low severity problem requests have an eight business-hour response time (includes usability questions, i.e. How do I do this?); impact only 1 or 2 users; may be an error message which does not prevent normal work from occurring but is a source of annoyance; etc.).

High severity problem requests have a four business-hour response time (includes system-down situations as well as situations where an operation vital to success cannot be performed).



6. PRICING AND TERM:

CITY OF BURLESON, TEXAS has selected the emPerform Software as a Service (SAAS) Subscription License arrangement. Under this arrangement, pricing is as follows:

6.1.1 SUBSCRIPTION TERM

The subscription term is two (2) years (24 months).

The subscription commences on the date of contract execution. The date of contract execution is defined as the date of Customer acceptance to this Agreement, as defined in Section 7. Subscription fees are billed in two (2) annual installments during the subscription period. The client has the option to renew for an additional three (3) consecutive terms at the cost/license listed below.

6.1.2 TOTAL FIRST YEAR BILLING

ITEM	DESCRIPTION	COST
Software	372 emPerform Subscription Licenses @\$39.00/license/year	\$14,508
Implementation	emPerform Implementation & Training (as outlined in Appendix C)	
Integration	One-way data integration from MUNIS®	\$2,600
	Total First-Year Billing:	\$27,338

6.1.3 TOTAL SUSBSCRIPTION & ONGOING COSTS

ITEM	COST
Total Subscription Costs	\$14,508
Annual Billing Fee	\$14,508
Total Contract Commitment (2-year term)	\$41,846

6.1.4 PRICING NOTES

- Prices are stated in US dollars and do not include any applicable taxes.
- Travel & other out-of-pocket expenses will be billed to the customer at incurred cost on a monthly basis.
- Additional users can be added at any time in increments of 10 at \$39/user/year.
- emPerform Licenses and Implementation Services are billed upon receipt of the executed contract.
- On-going annual costs are billed on the anniversary date of contract execution and are billed in advance for the year that follows. These items are non-refundable once billed.
- Professional Services performed outside the original implementation and scope of regular business and technical support is billed at \$175 per hour as incurred. See **Appendix F** for an overview of the Professional Services Packages available.
- Invoices are considered due Net30 days.



6.1.5 CONSENT TO ANNOUNCE

CRGROUP has the option to announce that CITY OF BURLESON, TEXAS has chosen emPerform. In addition, within one (1) year of post implementation CRGROUP has the option to create a case study at its own expense. In any scenario where CITY OF BURLESON, TEXAS is mentioned or marketed as a customer of emPerform, formal written approval must be granted by authorized personnel at CITY OF BURLESON, TEXAS.

7. ACCEPTANCE

Accepted by:

This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms, and the person signing on behalf of each has been authorized to do so. If the person signing below as customer is entering into this Agreement on behalf of a company or other legal entity, such person represents that he or she has the authority to bind such entity and its affiliates to these terms and conditions.

CORPORATE RENAISSANCE GROUP CITY OF BURLESON, TEXAS Signature Signature Natalie Trudel Name Name (please print) Solution Specialist Position Position (please print) Date: Feb 23-2023 Date: **Billing Contact details:** Billing contact Name: Billing contact Email:



8. Appendix:

APPENDIX A: EMPERFORM SUBSCRIPTION SERVICES AGREEMENT

This EMPERFORM SUBSCRIPTION SERVICES AGREEMENT ("Subscription Agreement" or "Agreement") is a legal agreement between CITY OF BURLESON, TEXAS (referred to interchangeably as the Customer or You; hereafter) and Corporate Renaissance Group (CRGROUP). By installing and/or using emPerform (also referred to as SOFTWARE; hereafter), You agree to be bound by the terms of this License Agreement. If You do not agree to the terms of this License Agreement, discontinue the use of the software and accompanying items (including printed materials and binders or other containers) and promptly return all related material to CRGROUP.

Software License

- 1. SUBSCRIPTION SERVICE: Subject to the terms and conditions of this Agreement and during the Term, CRGROUP shall make the emPerform service available to Customer to be used by Customer's and its Affiliates' Users solely for the internal business operations of Customer or such Affiliate (as the case may be). The terms of this Agreement shall also apply to updates, and upgrades subsequently provided by CRGROUP to Customer for the Service. CRGROUP is responsible for hosting the Service and may update the functionality, user interface, usability and other user documentation, training and educational information of, and relating to the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Service and customers' use of the Service.
- 2. TERM: The term of this Agreement shall commence on the Contract Execution Date and shall continue for the length of time referenced in Section 6.1.1 (the "Term"). The initial subscription term of the Service procured by Customer shall continue for the term specified in Section 6.1.1. Thereafter, the subscription term for the applicable Service and Users shall be automatically renewed for successive Renewal Terms of one (1) year each, unless either party provides written notice of non-renewal to the other at least thirty (30) days before such expiration.
- 3. **FEES and PAYMENT:** The Subscription Services Agreement is non-cancellable and all fees are non-refundable. All fees payable are due within thirty (30) days from the invoice date.
- 4. COPYRIGHT: The emPerform SOFTWARE that is the basis of this subscription service (including any images, "applets", photographs, animations, video, audio, music, and text incorporated into the SOFTWARE) is owned by CRGROUP or its partners and is protected by United States, Canadian and United Kingdom copyright laws and international treaty provisions. You may not copy the printed materials accompanying the SOFTWARE, nor print copies of any user documentation provided in "online" or electronic form.
 - a) You agree that the SOFTWARE contains proprietary information, including trade secrets,

know-how and confidential information, that is the exclusive property of CRGROUP. During the period this Agreement is in effect and at all times after its termination, the Customer and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third Party nor use such information except as authorized by this License Agreement.

- b) The Customer shall not disassemble, unassemble, or decode any portion of the SOFTWARE. The Customer shall not modify any portion of the SOFTWARE, or merge or embed the SOFTWARE in another computer program.
- 5. OWNERSHIP OF DATA: CRGROUP claims no right to any data entered into or added to the SOFTWARE at any point during or after expiration or termination of this Agreement. The Customer retains 100% ownership of its data.
 - a) TERMINATION: In case of a termination of this Agreement Customer will receive a copy of the data (in whatever format requested) and all copies of Customer data, including backups, shall be destroyed and a certificate of destruction will be provided to the Customer.

Limited Warranty

- LIMITED WARRANTY. Corporate Renaissance Group warrants that (a) the SOFTWARE will perform substantially in accordance with the accompanying printed materials for the subscription term.
- 2. NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, CRGROUP disclaims all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the SOFTWARE, the accompanying written materials, and any accompanying hardware. This limited warranty gives You specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.
- 3. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.
 - To the maximum extent permitted by law, in no event shall either party or its affiliates have any liability to the other party arising out of or in connection with this Agreement for any lost profits or revenue or for incidental, sonsequential, punitive, cover, special, reliance and exemplary damages, or indirect damages of any type or kind however caused, whether from breach or repudiation of contract, breach of warranty, negligence, or otherwise (and whether or not the party has been advised of the possibility of such damages). Certain states and/or juristictions do not allow the exclusion of incidental or consequential damages, in which case such damages shall be subject to the limitations set forth in Section 4 below.
- 4. The maximum aggregate liability of either party and its affiliates arising out of or in connection with this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, breach of



warranty, negligence, or otherwise, shall not exceed the total subscription fees paid for the service giving rise to the liability during the twelve (12) month period immediately preceding the event out of which the liability arose

U.S. Government Restricted Rights

 The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Corporate Renaissance Group at 6 Antares Dr., Phase 3, Suite 200, Ottawa ON K2E 8A9 Canada.

Trademarks

- 1. This License Agreement is governed by the laws of the Province of Ontario, Canada.
- 2. If this product was acquired outside the United States or Canada, then local law may apply.
- Should You have any questions concerning this License Agreement, or if You desire to contact CRGROUP for any reason, please contact or write: Corporate Renaissance Group at 6 Antares Dr., Phase 3, Suite 200, Ottawa ON K2E 8A9 Canada.

Entire Agreement

This Subscription Agreement together with the Standard Terms and Conditions, Professional Services and Proposal constitutes the complete and exclusive statement of agreement between the parties relating to the subject-matter of this Agreement and supersedes all proposals, written or oral, and all other communications between the parties relating to subject-matter of this Agreement. The Parties agree that this Agreement may be modified from time to time only by an instrument in writing signed by an authorized representative or representatives of both parties.

APPENDIX B: STANDARD TERMS AND CONDITIONS, PROFESSIONAL SERVICES

The following Standard Terms and Conditions apply to all professional services provided by Corporate Renaissance Group Inc. ("CRGROUP"). In the event of any conflict between these Standard Terms and Conditions and the specific Engagement Letter or Proposal to which these Standard Terms and Conditions are attached, the provisions of these Standard Terms and Conditions shall prevail unless specific reference to the conflicting provision is made in the Engagement Letter or Proposal. For the purpose of these Standard Terms and Conditions, the term CRGROUP shall include its officers, directors, partners, employees and its associated and affiliated partnerships, corporations and other entities. The term Agreement shall refer to these Standard Terms and Conditions together with the applicable Proposal (as defined below).

- Services. CRGROUP agrees to provide to you (the "Customer") with the Services (the "Services") set forth in the Letter of Engagement or Proposal ("Proposal") to which these Standard Terms and Conditions are attached, and any statement of work or other form of project plan agreed to by the parties. It is understood and agreed that the Services may include advice and recommendations; but all decisions in connection with implementation of such advice recommendations shall be the responsibility of, and made by, Customer. Nothing in these Standard Terms and Conditions shall be construed as precluding or limiting in any way the right of CRGROUP to provide consulting or other Services of any kind or nature whatsoever to any person or entity as CRGROUP in its sole discretion deems appropriate.
- 2. Expenses/Taxes/Payment of Invoices. All fees and other charges do not include any applicable federal, provincial, or other goods and Services or sales taxes, or any other taxes or duties whether presently in force or imposed in the future. Any such taxes or duties shall be assumed and paid by Customer without deduction from the fees and charges hereunder.

CRGROUP will bill for all reasonable expenses including travel, meals, and accommodations.

Invoices are considered due within thirty (30) days upon receipt. Without limiting its rights or remedies, CRGROUP shall have the right to halt its performance of Services until payment is received on past due invoices, except where Customer has notified CRGROUP that it disputes an amount set forth in such invoices. Upon notification of a dispute, the parties shall negotiate in good faith to settle such dispute in a timely manner.

3. Ownership.

- Ownership of CRGROUP Property. To the extent that CRGROUP utilizes any of its property (including, without **CRGROUP** limitation, Technology or any hardware or software of CRGROUP) in connection with the performance of Services hereunder, such property shall remain the property of CRGROUP and, except for the licenses expressly granted herein, the Customer shall acquire no right or interest in such property. In addition, and notwithstanding anything in these Standard Terms and Conditions or Proposal to the contrary, the parties acknowledge and agree that (a) CRGROUP will own all right, title, and interest, including, without limitation, all rights under all copyright, patent, trademark, trade name and other intellectual property laws, in and to CRGROUP Technology and (b) CRGROUP may employ, modify, disclose, and otherwise exploit CRGROUP Technology (including, without limitation, providing Services or creating programming or materials for other customers).
- Ownership of Customer Property. To the extent that Customer provides CRGROUP with any information, data, materials or technology for use



in the performance of the Services, Customer retains all right, title and interest in such information, data, materials and technology, and grants CRGROUP a limited, non-exclusive license to use such data, information, materials and technology for the sole purpose of providing the Services.

- Ownership of Deliverables associated with implementation services. Except as provided below, upon full and final payment to CRGROUP hereunder, the tangible items specified as deliverables or work product in the Proposal to which these Standard Terms and Conditions are attached (the "Deliverables") will become the property of Customer. To the extent that any CRGROUP Property is contained in any of the Deliverables, CRGROUP shall notify Customer of same and hereby grants Customer, upon full and final payment to CRGROUP hereunder, a royaltyfree paid-up, worldwide, non-exclusive license to use such CRGROUP Property for Customer's own internal purposes in connection with the Deliverables and Licensing Agreement.
- 4. Limitation on Warranties for Services and Limitation of Liability. CRGROUP warrants that the Services provided under this Agreement will be performed in a professional manner in conformity with generally accepted practices in the field of information management and technology. CRGROUP further warrants that any deliverables shall conform to the specifications set forth in the applicable Proposal or any statements of work or specification documents agreed to by the parties in the course of carrying out the Services. Any and all other warranties either express or implied are expressly disclaimed by CRGROUP. Any of the Customer's recoverable damages in relation to the Services provided by CRGROUP shall in all cases be limited to actual direct damages and shall in no case exceed the amount actually paid or payable by the Customer under the terms of this Agreement for Services except in the case of CRGROUP's negligence or willful misconduct. Notwithstanding anything to the contrary stated herein, CRGROUP represents and warrants that it is the owner of, or otherwise has the right to use and distribute and grant the Customer the right to use, all material and methodologies used in connection with providing the Services contemplated in this Agreement. CRGROUP further warrants that the Services, Deliverables and any materials used by CRGROUP in providing the Services do not now and will not infringe upon any copyright, patent, trade secret, other third-party contract right or
- 5. Limitation of Warranties for Software and Limitation of Liability. The parties agree that CRGROUP's exclusive warranty with respect to any software provided under this Agreement is limited to any warranty provided by the manufacturer thereof, or as specified in the applicable software license Agreement. Any and all other warranties either express or implied are expressly disclaimed by CRGROUP. Any of the Customer's recoverable damages in relation to any

software provided by CRGROUP shall in all cases be limited to actual direct damages and shall in no case exceed the amount actually paid or payable by the Customer under the terms of this Agreement for the software, except in the case of CRGROUP's negligence or wilflul misconduct.

- 6. Limitation of Liability for Manufacturer's Defaults. Other than the limited warranties with respect to Services, Deliverables and software set out in this Agreement, CRGROUP makes no other express or implied warranties, and it is understood that any equipment or other materials are being provided by CRGROUP on an as-is basis, except that any such items being provided shall meet their respective manufacturer's specifications. Any claims by the Customer, and CRGROUP's responsibility with respect to any equipment or materials provided hereunder which do not meet manufacturers specifications, are expressly limited to the following:
 - (a) A claim under the manufacturer's warranties, which CRGROUP may require that the Customer pursue directly with the manufacturers;
 - (b) Refund of Customer's purchase price for such items (without interest); or
 - (c) Repair and/or replacement of such items, at CRGROUP's choice.

The remedy chosen by CRGROUP shall be exclusive and in lieu of all other remedies. CRGROUP will not be liable for personal injury or property damage except that caused by CRGROUP's negligence and CRGROUP will in no event be responsible for, or have any obligations or liabilities for, direct, indirect, consequential or incidental damage.

- 7. Limitation on Liability. Neither of the parties shall be liable to the other for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of Professional Services or Implementation fees paid by Customer to CRGROUP under this engagement except as otherwise provided herein. On a multi-phase engagement, CRGROUP's liability shall be based on the Professional Services or Implementation fees actually paid to CRGROUP for the particular phase that gives rise to the liability.
- 8. Indemnity. Notwithstanding anything herein to the contrary, in the event of a claim by a third party relating to the Services performed, or Deliverables delivered, or confidential information inadvertently disclosed, hereunder, CRGROUP shall indemnify and hold Customer and its respective officers, directors, members, employees and agents from all liabilities, losses, damages, costs and expenses arising from such a claim, or the settlement thereof, including all reasonable legal costs and expenses.



- 9. Cooperation. Customer shall cooperate with CRGROUP in the performance by CRGROUP of its Services hereunder, including, without limitation, providing CRGROUP with reasonable facilities and timely access to all relevant data, information and personnel of Customer. Customer shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to CRGROUP for purposes of the performance by CRGROUP of its Services hereunder.
- 10. Site Preparation. Other than the required Services, software and materials which CRGROUP is required to supply under this Agreement, the customer shall be solely responsible for ensuring that its site is prepared, and that all necessary equipment and services are provided to enable CRGROUP to fulfill its obligations under this Agreement. Any delay caused and costs incurred by CRGROUP as a result of the customer's failure to properly prepare the site shall be the sole responsibility
- 11. Force Majeure. Whenever and to the extent CRGROUP shall be unable to fulfill or shall be delayed or restricted in the fulfillment of any obligation imposed upon CRGROUP under the terms of this Agreement in respect of the delivery, supply or provision of any hardware, software, materials, installation or other Services in whole or in part by reason of being unable to obtain, through no fault of CRGROUP, the materials, goods, equipment, service, utility or labor required to enable CRGROUP to fulfill any such obligation or by reason of any other cause beyond CRGROUP's control whether of the foregoing character or not, including without limitation, acts of God, fires, strikes, riots, shortages, or war or unfavorable weather, but not the financial inability of CRGROUP, CRGROUP shall be relieved from the fulfillment of such obligation during the period of such delay without liability to the Customer for any losses, inconvenience, nuisance or other damages whatsoever.
- 12. Limitation on Actions. Except for a demand or claim for indemnification pursuant to Section 8, no action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder.
- 13. Independent Contractor. It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
- 14. Confidentiality. Customer and CRGROUP acknowledge and agree that all information communicated to either Customer or CRGROUP by the other party in connection with the performance by a

- party under this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law, the parties' obligations under this Paragraph do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by Customer or CRGROUP, (b) was known to either Customer or CRGROUP or had been previously possessed by Customer or CRGROUP without restriction against disclosure at the time of receipt thereof by Customer or CRGROUP, (c) was independently developed by Customer or CRGROUP without violation of this Paragraph, or (d) Customer and CRGROUP agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement. CRGROUP may retain, subject to the terms of this Paragraph, copies of Customer's confidential information required for compliance with applicable professional standards or internal policies. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such other party to, at its own expense, seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall thereafter be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered the matter.
- **15. Survival**. The provisions of Paragraphs 2, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 19, 20 hereof shall survive the expiration or termination of this engagement.
- 16. Assignment. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party.
- 17. Severability. In the event that any term or provision of these Standard Terms and Conditions or the Engagement Letter or Proposal to which these Standard Terms and Conditions are attached shall be held to be invalid, void or unenforceable, then the remainder of the Standard Terms and Conditions and the Engagement Letter or Proposal, as the case may be, shall not be affected, impaired or invalidated, and each such term and provision of these Standard Terms and Conditions and the Engagement Letter or Proposal shall be valid and enforceable to the fullest extent permitted by law.
- **18. Entire Agreement.** This Agreement constitutes the entire Agreement, inclusive of the Subscription Agreement, between CRGROUP and the Customer



and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties to it, and there are no warranties, representations or other agreements between the parties except as specifically set out or referred to in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless signed in writing by the parties hereto. No waiver of any other provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.

- 19. Governing Law. These Standard Terms and Conditions and the Proposal to which these Standard Terms and Conditions are attached shall be governed by the laws of Province of Ontario, Canada. The parties hereby agree to submit themselves to the personal jurisdiction of the courts of the Province of Ontario, Canada, which shall be the exclusive venue for any disputes relating to this Agreement.
- 20. At CRGROUP, it is our goal to provide customers with Services that add value. As you can appreciate, our

most valuable asset is our staff. Our firm invests a great deal of time and effort to train our staff, as well as substantial financial resources to attract and retain top professionals. Accordingly, the Customer will not attempt to employ our staff on either a part-time or fulltime basis, directly or indirectly, either during the terms of this engagement or while the staff is CRGROUP employee or within twelve (12) months after the employee leaves CRGROUP except for CRGROUP employees that respond to a general advertisement or voluntarily seek employment with Customer. If a member of our staff is hired by the Customer, the Customer agrees to pay CRGROUP 30% of the individual's annualized compensation except for CRGROUP employees hired by the Customer as permitted in the previous sentence. This fee is due upon commencement of employment or any contractual arrangement made between the customer or any of its affiliates and any members of CRGROUP's staff.



APPENDIX C: IMPLEMENTATION PLAN

COLLABORATIVE IMPLEMENTATION PACKAGE

Two Step Implementation:

A. Definition and Scope (Remote):

Typical activities include:

- High level review of employee performance management framework and organizational structure
- Identifying the sources of import data
- Discuss and design the desired workflow and form layout options

Deliverable: After this step, the Customer will have a clear idea of how the employee performance management framework will be operationalized with emPerform. The Customer will be provided with a formal project plan and list of items to prepare for the remote implementation.

B. Model and Train (Remote):

Activities include:

- Importing source data such as employee master information, content definitions, rating scales and organizational structure elements.
- Building up to two (2) emPerform performance appraisals and two (2) workflows
- Set-up and training of tag and integrated 360° reviews.
- Set-up and training of compensation manager (1 model and workflow)
- Set-up and training of succession manager (1 model)
- Training the system administrator(s)

Deliverable: After step B, the Customer will have a functioning employee performance appraisal, received training on product and product administration, and will be able to manage the appraisal process within emPerform.

End-user training: The implementation package includes the creation of two (2) custom end-user training videos (one for employees and one for managers). The video will be recorded in English and delivered in either MP4 or .wmv format. The Customer will be asked to sign-off on the script before the videos are recorded. If the Customer would like additional training for any other appraisal forms, the cost is \$850 per video.

Integration: the pricing of the integration includes one-way synchronization of employee master data from Customer's business system, **MUNIS®**, to emPerform. This file typically includes fields such as: employee name, contact details, ID, email, role, manager ID, hire date etc. The Customer is expected to solicit the outbound file from the system provider. This file will be loaded to a secure ftp site provided by CRGroup. Furnishing of the outbound data file is done at the Customer's expense.

Additional Notes: If additional time is required, the price is \$175 per hour or a Professional Services package can be obtained. The recommended steps, activities and deliverables in this package are based on CRGROUP's experience in implementing emPerform. Your implementation consultant will monitor the project time and recommend additional time if/when needed.

Our experience indicates that after this level of support, the assigned project manager can work independently with emPerform. However, our implementation manager will be happy to adjust the engagement plan to meet your specific needs, within the time available for implementation.



CRGROUP anticipates that the Customer's performance management model will be completed by the end of this engagement. Timely completion depends on factors such as readiness of the organization, availability and quality of information, support from IT, and efforts by the Customer's staff, among other things. CRGROUP reserves the right to reschedule implementation dates if the Customer has not completed pre-training items defined in the Definition and Scope phase.

CRGROUP reserves the right to change professional service fees related to post-implementation support. The customer will be given reasonable notice of any such changes before they occur. Reasonable notice is considered sixty (60) days prior to price change

APPENDIX D: SOFTWARE AS A SERVICE (SAAS) SERVICE LEVEL AGREEMENT

The following Service Level Agreement solely applies to customers who have purchased a Software as a Service license. This Service Level Agreement is not applicable to Perpetual or Term Software License Agreements.

CRGROUP understands the importance of application availability to our emPerform customers. We have developed the following service level terms and conditions to ensure maximum performance and uptime of both CRGROUP's software application and the internet infrastructure, network, data center, operating system and hardware upon which it depends.

Please note the following:

- CRGROUP relies upon Class A" data centers operated by third party hosting services (colocation provider)
 providers to provide bandwidth and content delivery. Currently our servers are hosted at "Class A" data
 center owned by Rogers Canada.
- Notwithstanding anything to the contrary contained herein, this EmPerform Service Level Agreement shall not apply to (i) delinquent customers; and, (ii) performance issues caused by factors outside of CRGROUP's reasonable control; performance issues resulting from any customer or third party negligence or misconduct; or, performance issues resulting from any customer or third party equipment not under CRGROUP's control or (iii) act of god (hurricane, earthquake, etc.).
- CRGROUP reserves the right to seek a release from any Service Level Agreement entered into with a third-party web hosting service. In the event that CRGROUP seeks such a release, Customer agrees to carry out the Service Level Agreement and be bound by its terms in all respects as it were the original party to the contract in place of CRGROUP, and as such, CRGROUP will seek a release on its behalf from the third-party web hosting service in respect of the Service Level Agreement.

Summarized information on Network and Data Center details is based on the details available on the web site from our current provider Rogers Data Canada.

This Service Level Agreement addresses eight key areas.

- 1. NETWORK
- 2. DATA CENTER
- 3. OPERATING SYSTEM and DATABASE
- APPLICATION
- 6. SECURITY
- 7. DATA BACK-UP POLICY
- 8. CUSTOMER SUPPORT & MAINTENANCE SERVICES



1. NETWORK

Network Quality

CRGROUP servers colocation provider, uses redundant network components to ensure uptime and eliminate any single point of failure. The Rogers Canada network is multi-homed through multiple redundant high-speed connections providing fast, reliable connectivity.

Network Uptime

CRGROUP guarantees that the network will be available 99% of the time in a given month, excluding scheduled maintenance. CRGROUP will refund one (1) day of the monthly fee paid by the customer for each twenty-four (24) hours of downtime up to 100% of CRGROUP's monthly fee in case of unscheduled downtime.

2. DATA CENTER

Physical Security: The data center is accessible only to authorized personnel. Biometric security is enforced through an iris scanner. Guarded entrances have security cameras to scan and digitally record the interior and exterior of the facility twenty-four (24) hours a day.

Conditioned Power: The data center is backed up by 650 Kilowatt diesel generator. The generator is housed in a separate secure underground sound insulated bunker. All equipment in the internet Data Center server room is powered from UPS systems designed with redundant NuWare modular UPS.

A Precision Environment: The data centre server room has tonnes of redundant cooling delivered by Liebert systems, each unit with redundant compressors and AC units that are computer controlled to maintain temperature and humidity in the facility. Fire suppression capabilities are executed through FM-200 gas that extinguishes fire without water, to ensure no water damage to the IDC's equipment.

3. OPERATING SYSTEM and DATABASE

CRGROUP shall install patches and service packs for the Microsoft Windows server operating systems and Microsoft SQL Server at its sole discretion. In case of emergency patches, CRGROUP will send an email to the designated contact before applying the patch.

4. APPLICATION (EmPerform™)

CRGROUP's skilled support technicians provide responsive, reliable support to help ensure that our applications are available and operating at peak performance.

Contacting Customer Support. CRGROUP Support is based in Ottawa, Ontario, Canada.

Phone: Ottawa: 1-877-711-0367 E-Mail: support@employee-performance.com

Hours of Operation: Business Hours: 9 a.m. - 5 p.m. Eastern Standard Time – Monday to Friday (excluding common U.S. and Canadian recognized statutory holidays - New Year's Day, Christmas Day and Labor Day)

Customer Support Structure

Customer Support Representative: (CSR) The CSR is your primary technical point of contact at CRGROUP. The CSR is responsible for: gathering and confirming contact information, prioritizing, testing and resolving incidents submitted to Customer Support and providing you with regular incident updates. The CSR will remain your primary technical contact into CRGROUP during the entire process, until closure of the incident. The CSR is responsible for verifying service satisfaction prior to closing an incident.

Maximum Response Time: CRGROUP will respond and acknowledge all inquiries made within four (4) hours of receipt. CRGROUP does not guarantee the resolution of the technical incident within this response time.



5. SECURITY

CRGROUP is committed to ensuring the security of the server(s) that they use to store valuable and confidential customer data. CRGROUP continues to look for ways to make its systems - and CRGROUP's customer data - more secure. Data centre is protected with Intrusion Detection System (IDS) which monitors the network for any signs of malicious activity and takes appropriate counteraction.

Managed Firewalls and Anti-virus: CRGROUP's emPerform customers receive the benefit of a managed firewall service and anti-virus protection which adds another layer of security for the customer.

SSL Certificates: CRGROUP uses GoDaddy, one of the leading provider of Internet trust services, for SSL Certificates provide a fast and easy way to secure online transactions and the transmission of sensitive data.

6. DATA BACK-UP POLICY

The database will be backed up once every night. Backups of the database will be maintained for a period of 6 months. CRGROUP does not guarantee to hold or restore any backup older than a period of six (6) months. At the Customer's request, CRGROUP will provide a copy of the backup before it expires.

7. CUSTOMER SUPPORT & MAINTENANCE SERVICES

Features ¹	Standard Service
Technical Support Telephone Access ²	9:00 a.m. – 5:00 p.m. EST, Monday – Friday
Extended Hours of Availability	No
Technical Incidents	Unlimited
Business Support Incidents	Unlimited



APPENDIX E: DATA SECURITY

emPerform's data security provisions are outlined below.

DATA SECURITY

Data Security/Integrity/Control (for hosted clients)

emPerform hosting is done through Rogers Data Canada, a SSAE 16 compliant provider.

Data integrity is managed by industry standard database engine SQL Server by Microsoft. All the system data is saved in SQL Server databases without any exception. In a hosted environment, access to the server is restricted to specialized IT personnel.

- All hosted data is backed up daily and stored for six (6) months. Customer has full ownership of their data at all times.
- Within emPerform, administrators have full control over user accessibility of data.
- 99% Uptime
- Access to the database is very exclusive. Only the technical support team member would have access and only to resolve any technical issues. SSL Certificate is installed to ensure secure data transmission.
- For backup, emPerform snapshots machines and take daily/weekly/monthly backups (onsite and one copy is stored offsite).

Encryption: emPerform supports secured encrypted communication using HTTPS protocol.

Termination: In case of the expiration or any termination of this Agreement, Customer will receive a copy of the data (in whatever format requested) and all copies of Customer data, including backups, shall be destroyed and a certificate of destruction will be provided to the Customer.

Security Incidents: CRGROUP shall take appropriate security measures typically used for electronic data storage to protect the hardware, software, network and data communication channels used to transmit and store the Customer information from unauthorized access, use, alteration or destruction, including the unauthorized disclosure of or access to Customer information (a "Security Incident").

In the event of a Security Incident not caused by the Customer, CRGROUP shall (1) assist the Customer with any investigation, (2) cooperate in any litigation or claim relating to a third party, (3) use its best efforts to prevent the recurrence of any such Security Incident, and (4) indemnify and hold harmless the Customer from any loss, direct cost, actual damages or third party claim relating to such Security Incident. Any expenses that CRGROUP may incur will be limited to the equivalent of one year's hosting fees paid by the Customer.



APPENDIX F: PROFESSIONAL SERVICES PACKAGES

At CRGROUP, we are committed to delivering the personal and reliable support needed for customers to get the most out of their systems.

If a Customer's support case involves a significant amount of time, your Customer Services Representative (support desk) will provide an outline of what needs to be done and steps to be taken in emPerform to resolve the issue or address the question. This diagnosis is offered at no charge. If the Customer would instead like the emPerform Support team to complete the work outlines, it will be considered a 'Professional Service' that is considered billable at \$175/hour. An estimate of time needed will be provided to the Customer in such cases.

Customer can choose to purchase this time in bulk packages at a reduced rate as outlined below.

Name	Cost
4 Hour Package	\$660
Includes four (4) total professional services hours. These hours do not expire.	
8 Hour Package	\$1,320
Includes eight (8) total professional services hours. These hours do not expire.	
20 Hour Package	\$3,300
Includes twenty (20) total professional services hours. These hours do not expire.	

All technical and day-to-day business support cases are included in the annual license fee or enhancement fee.

Professional Services incurred without Support Packs is billed at \$175 US per hour.

What are some examples of 'Professional Services'?

- We need to completely rebuild our appraisal form and/or workflow
- We have decided we want to initiate an automated integration with our existing HR System
- We want to activate a module that we have not looked at before
- We would like additional training for end-users
- I would like you to set up and configure our annual compensation process.

Professional Services Packages can be purchased throughout the life of the Agreement and hours do not expire.

Professional Services Pricing is valid for the date of the Agreement. CRGROUP reserves the right to change EmPerform Professional Services pricing at any time.

Questions about this Agreement? Email info@employee-performance.com

City of Burleson Addendum to Vendor's Contract Additional Provisions

Quisitive - emPerform

6 Antares Drive, Phase 3, Suite 200, Ottawa, Ontario, Canada K2E 8A9

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

- 1. <u>Limitation of Vendor's Contract Form.</u> The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
 - i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
 - ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
 - iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
 - iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
 - v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
 - vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.

- ix. Obligating City to pay costs of collection or attorneys' fees.
- x. Requiring City to provide warranties.
- xi. Obligating City to indemnify, defend or hold harmless any party.
- xii. Granting a security interest in City's property or placing a lien on City's property.
- 2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the City to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.
- 3. <u>Applicable Law; Venue.</u> This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
- 4. <u>Tax Exempt Status.</u> As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
- 5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.
- 6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.
- 7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 8. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.
- 9. <u>Savings Clause.</u> If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
- 10. <u>Conflicts Of Interest.</u> By executing this Agreement, Vendor and each person signing on behalf of Vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.
- 11. <u>Anti-Boycotting Provisions.</u> Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - i. Pursuant to Section 2271.002 of the Texas Government Code, Vendor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - ii. Pursuant to SB 13, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
 - iii. Pursuant to SB 19, 87th Texas Legislature, Vendor certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12. <u>Vendor Certification Regarding Business With Certain Countries And Organizations.</u> Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 13. <u>Relationship of the Parties.</u> The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else

working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

- 14. <u>Survival</u>. The terms of this Addendum shall survive any closing or termination of the Agreement.
- 15. No Indemnification by City. The Parties expressly acknowledge that the City's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the City is invalid. Nothing in this Agreement requires that the City incur debt, assess, or collect funds, or create a sinking fund.
- 16. <u>Conflict.</u> In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.
- 17. <u>Counterparts; PDF Signatures</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:	Quisitive - emPerform
By:	By:
Name: Bryan Langley	John Smith
Title: City Manager	Title: Director, Global Business Applications
Date:	Date:March 13-2023

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

				1 of 1
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE	
Name of business entity filing form, and the city, state and country of the business entity's place of business.			Certificate Number:	
Quisitive		2022	-333432	
Ottawa ON Canada				
Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	11/0	0/2022	
City of Borleson		Date	Acknowledged:	
		entify the c	ontract, and prov	vide a
RFP 2022-024				
Employee Performance Evaluation Software				
			Nature of	interest
Name of Interested Party	City, State, Country (place of busin			
			Controlling	Intermediary
Check only if there is NO Interested Party.				
UNSWORN DECLARATION				
My name is Natalie Trudel, and my date of birth is 08/24/1983				
Museldans is 6 Antares Dr	Ottawa	ON		CA
My address is	(city)	(state)	(zip code)	(country)
I declare under penalty of periury that the foregoing is true and correct	t			
		Ω	Nov	22
Executed in Ottawa County	/, State of, or	n the O	day of(month)	, 20 <u>~~</u> (year)
		_	, ,	,
	Natalie 7	Trudel	?	
	Signature of authorized agent (Declarant)	of contracting	g business entity	
	Name of business entity filing form, and the city, state and count of business. Quisitive Ottawa ON Canada Name of governmental entity or state agency that is a party to the being filed. City of Borleson Provide the identification number used by the governmental entitescription of the services, goods, or other property to be provided Employee Performance Evaluation Software Name of Interested Party Check only if there is NO Interested Party. UNSWORN DECLARATION My name is Natalie Trudel My address is 6 Antares Dr (street) I declare under penalty of perjury that the foregoing is true and corrected to the city, state and count of business. State agency that is a party to the being filed. City of Borleson Provide the identification number used by the governmental entity of the property to be provided the property to be provided the property to be provided to the provided to the property to be provided to the provided	Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. Name of business entity filing form, and the city, state and country of the business entity's place of business. Quisitive Ottawa ON Canada Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Borleson Provide the identification number used by the governmental entity or state agency to track or id description of the services, goods, or other property to be provided under the contract. RFP 2022-024 Employee Performance Evaluation Software Name of Interested Party City, State, Country (place of Identification of Interested Party) UNSWORN DECLARATION My name is Natalie Trude! My address is 6 Antares Dr (street) (city) I declare under penalty of perjury that the foregoing is true and correct. Executed in Ottawa County, State of ON Signature of authorized agent of Signature of	Certification Name of business entity filing form, and the city, state and country of the business entity's place of business. Quisitive Ottawa ON Canada Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Borleson Provide the identification number used by the governmental entity or state agency to track or identify the contract of the services, goods, or other property to be provided under the contract. RFP 2022-024 Employee Performance Evaluation Software Name of Interested Party City, State, Country (place of business) City, State, Country (place of business) What is a party to the contract. City of Borleson City, State, Country (place of business) City, State, Country (place of business) Check only if there is NO Interested Party. What is a party to the contract agency to track or identify the contract agency to track agency to track or identify the contract agency to track or identifies the contract agency to track or	CERTIFICATION Name of Dusiness entity filing form, and the city, state and country of the business entity's place of business. Quisitive Ottawa ON Canada Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Borleson Provide the identification number used by the governmental entity or state agency to track or identify the contract, and providescription of the services, goods, or other property to be provided under the contract. RFP 2022-024 Employee Performance Evaluation Software Name of Interested Party City, State, Country (place of business) Nature of (check any or other property of the contract) Name of Interested Party Check only if there is NO Interested Party. UNSWORN DECLARATION My name is Natalie Trude! My address is 6 Antares Dr Ottawa ON (atreet) (atreet) (city) State of ON (state) (cip code) I declare under penalty of perjury that the foregoing is true and correct. Executed in Ottawa County, State of ON (inconth) Signature of authorized agent of contracting business entity Signature of authorized agent of contracting business entity



City Council Regular Meeting

DEPARTMENT: City Manager's Office

FROM: Justin Scharnhorst, Assistant to the City Manager

MEETING: March 8, 2022

SUBJECT:

Consider approval of a resolution authorizing a \$1,500 sponsorship expense for the Burleson Character Council Luncheon. (Staff Contact: Justin Scharnhorst, Assistant to the City Manager)

SUMMARY:

The Burleson Character Council is holding a Character Council Luncheon on Thursday, March 23, 2023. At the request of a councilmember, the item has been placed on the agenda for Council consideration. The gold level sponsorship includes the reservation of two tables and other event benefits. Included with this department memo is a letter from the Burleson Character Council with additional details about the luncheon and organization.

OPTIONS:

Example: Approve as presented
 Example: Approve with changes

3) Example: Deny

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

Amount: \$1,500

Account: 001-1099-419-8005

STAFF CONTACT:

Name: Justin Scharnhorst

Title: Assistant to the City Manager

jscharnhorst@burlesontx.com 817-426-9646



Burleson Character Council

PRESENTED TO THE CITY COUNCIL ON MARCH 20, 2023



Overview

• The mission of the Burleson Character Council is to promote and recognize good character in Burleson and the surrounding area, to thereby strengthen our citizens, families, and the community. The Character Council is sponsored by the Burleson Independent School District, Burleson Ministerial Alliance, City of Burleson, and Burleson Chamber of Commerce, who have all joined together to promote and recognize outstanding character in Burleson.



Overview

- Each year, the Character Council recognizes students in Burleson ISD who exhibit good character. The Character Council will focus on the following 4 traits and campuses will nominate students who exhibit one of the following:
 - Kindness: the quality of being friendly, generous, and considerate.
 - Integrity: the quality of being honest and having strong moral principles; moral uprightness.
 - Accountability: the fact or condition of being accountable; responsibility.
 - Courtesy: the showing of politeness in one's attitude and behavior toward others.



Council Action

Approve or deny the resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING A \$1,500 SPONSORSHIP EXPENSE FOR THE BURLESON CHARACTER COUNCIL LUNCHEON.

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 Burleson Character Council is holding a Character Council Luncheon on Thursday, March 23, 2023; and

WHEREAS, sponsorships of the luncheon help defray the cost of the event; and

WHEREAS, sponsorships include table reservations at the luncheon, inclusion in promotional materials, and other benefits.

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

Section 1.

The City Council hereby approves the gold level sponsorship of \$1,500 for the 2023 Burleson Character Council Luncheon.

Section 2.

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

PASSED, APPROVED Burleson, Texas, on the		OLVED by the City Council of the City of
Burleson, Texas, on the	au	, 20
		Chris Fletcher, Mayor
		City of Burleson, Texas
ATTEST:		APPROVED AS TO LEGAL FORM:
Amanda Campos, City Secretary	ı	E. Allen Taylor, Jr., City Attorney

RESOLUTION PAGE 1 OF 1

BURLESON CHARACTER COUNCIL

Burleson Chamber of Commerce

Burleson Independent School District

City of Burleson



Burleson Ministerial Alliance

Spring 2023

The mission of the Burleson Character Council is to promote and recognize good character in Burleson and the surrounding area, to thereby strengthen our citizens, families, and the community. The Character Council is sponsored by the Burleson Independent School District, Burleson Ministerial Alliance, City of Burleson, and Burleson Chamber of Commerce, who have all joined together to promote and recognize outstanding character in Burleson. This is the 23rd year the Burleson Character Council will recognize and promote good character in our city.

Each year, the Character Council recognizes students in Burleson ISD who exhibit good character. The Character Council will focus on the following 4 traits and campuses will nominate students who exhibit one of the following:

- Kindness: the quality of being friendly, generous, and considerate.
- Integrity: the quality of being honest and having strong moral principles; moral uprightness.
- Accountability: the fact or condition of being accountable; responsibility.
- Courtesy: the showing of politeness in one's attitude and behavior toward others.

The Byron Black Character Award will be presented to a citizen in the community who has demonstrated outstanding character along with the John Mark Stallings Award, presented to a student who receives special education services, showing outstanding character. At the 2022 luncheon, there were about 300 students, parents, administrators, elected officials, and community members in attendance.

This year's luncheon is Thursday, March 23, at 11:30 a.m. at Pathway Church, located at 325 NW Renfro St.

The entities who support the Character Council contribute toward the cost of the event; however, since we are a small community, this is a challenge. Other expenses include: awards for the student character honorees, awards for the art department for the winners of the table centerpiece contest, food for invited guests, and additional seating.

Sponsorships are available for the luncheon:

- GOLD level \$1,500 or more: Includes two reserved tables for eight each, recognition
 in the program and company logo included on program materials, and verbal
 recognition at the events. Sponsor will be given the opportunity to sponsor the John
 Mark Stallings award. This award is named in memory of the special needs son of
 Coach Gene Stallings and is presented to a student with special needs who exhibits
 outstanding character. This sponsor will present the award at the luncheon.
- SILVER level \$1,000-\$1,499: Includes one reserved table for eight and recognition in the program and at events.
- BRONZE level \$500-\$999: Includes four reserved seats at the luncheon and recognition at the event and in the program.

We sincerely appreciate you taking the time to consider this proposal and we look forward to hearing from you.

If you have any questions, please contact Stuart Gillaspie at istuartqi@yahoo.com.

Thank you, Pat Worrell



City Council Regular Meeting

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development

MEETING: March 20, 2023

SUBJECT:

Consider approval of a first amendment to a real estate sales contract and lease for the property located at 216 Bransom Street, Burleson, Johnson County, Texas, with First Baptist Church. (Staff Contact: Alex Philips, Economic Development Director)

SUMMARY:

The sale of the property at 216 Bransom Street to BBCB Properties, LLC, was approved by City Council on September 20, 2021. The sale of this property along with the sale of the City property at 124 Magnolia Street would allow for the construction of a new Parks Maintenance facility at the Service Center.

The property sale included a lease between the City and BBCB Properties, LLC until March 31, 2023. The property has been sold to First Baptist Church since the original property sale. With the construction ongoing for the new Parks Maintenance facility and the completion date to be in early summer the lease amendment and restatement of the agreement needs to be considered.

The current lease is until March 31, 2023 and this agreement would extend that until June 30, 2023. The restatement of the agreement is to show that the lease is now with First Baptist Church.

OPTIONS:

- 1) Approve the minute order of the First Amendment and Restatement of the real estate contract and lease.
- Deny the minute order of the First Amendment and Restatement of the real estate contract and lease.

RECOMMENDATION:

Approve the minute order of the First Amendment and Restatement of the real estate contract and lease.

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

The real estate contract and lease was approved by City Council on September 20, 2021.

FISCAL IMPACT:

None

STAFF CONTACT:

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

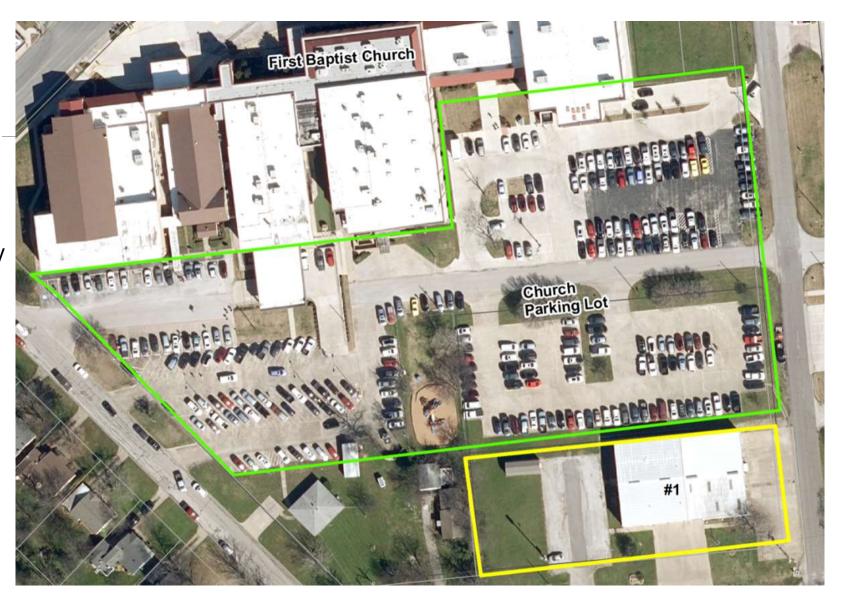


216 Bransom Street

City Property

216 Bransom Street

- City Council approved the sale on September 20, 2021
- Leaseback with BBCB Properties until March 31, 2023 while the City constructed a new Parks Maintenance facility at the Service Center.
- BBCB Properties has sold the property to First Baptist Church.
- The minute order will extend the lease until June 30, 2023, and will reflect the new owner of First Baptist Church on the lease.



Questions / Comments

ASSIGNMENT AND FIRST AMENDMENT TO AND RESTATEMENT OF REAL ESTATE SALES CONTRACT AND LEASE FOR THE PROPERTY LOCATED AT 216 BRANSOM ST, BURLESON, TX 76028

This Assignment and First Amendment to and Restatement of the Real Estate Sales Contract and Lease dated November 11, 2021 (the "Agreement") (an executed copy of which is attached hereto as Exhibit "A") is entered into as of _______, 2023 (the "Effective Date") by and between the City of Burleson, Texas ("City"), a Texas home rule municipal located in the counties of Johnson and Tarrant, State of Texas, by and through its City Manager, and BBCB Property, LLC ("BBCB"), a Texas limited liability company, acting by and through its duly authorized Managing Member, Rocky Bransom, or such other duly authorized officer or agent of BBCB, and First Baptist Church Burleson ("FBC"), by and through its duly authorized officer or agent of FBC. In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WHEREAS, the City and BBCB entered into the Agreement whereby in exchange for good and valuable consideration specified in the Agreement City agreed to sell and convey the real property commonly known as 216 Bransom St located in Burleson, Johnson County, Texas and more fully described in the Agreement (the "Property") to BBCB; and

WHEREAS, in the Agreement BBCB granted the City a temporary license and right to occupy the Property through March 31, 2023, and that the City would provide certain insurance coverage on the Property during the Post-Closing Use Period; and

WHEREAS, BBCB has sold and transferred the Property to FBC subject to the Agreement; and

WHEREAS, the parties desire to amend the Agreement by revising it to read as set forth below, with all other terms to remain unchanged.

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

- 1. <u>Assignment.</u> Upon BBCB selling and transferring the Property at closing pursuant to the real estate contract between BBCB and FBC, BBCB hereby assigns the Agreement to FBC and shall be treated as Buyer under the Agreement.
- 2. <u>Amendment of Section M.14. "Post-Closing Use of the Property".</u> Section M.14. of the Agreement titled "Post-Closing Use of the Property" is hereby amended and replaced to read as follows:
- "M.14. Post-Closing Use of the Property.

- M.15.a. <u>Period of Post-Closing Use</u>: <u>Type of Use</u>. From and after the occurrence of the Closing, Buyer will grant Seller a temporary license and right to occupy and use the Property through June 30, 2023 ("Post-Closing Use Period"). Seller's use of the Property during the Post-Closing Use Period is limited to the same uses for which the Property was used before Closing. Seller may terminate its right to occupy and use the Property before the end of the Post-Closing Use Period.
- M.15.b. <u>Possession of Property Surrendered Without Further Notice from Buyer; Condition of Property Upon Surrender.</u> Seller will surrender possession of the Property to Buyer at the end of the Post-Closing Use Period with no further notice provided by Buyer and in broom clean condition. Seller may surrender possession of the Property to Buyer before the end of the Post-Closing Use Period by notifying Buyer in writing.
- M.15.c. <u>Insurance Coverage</u>. Seller will maintain the following coverages on the Property during the Post-Closing Period:
- M.15.c.i. Commercial property insurance written on a causes of loss—special form (formerly known as "all risks" form) covering all personal property, fixtures, and leasehold improvements in and on the Property, and naming Buyer as "Building Owner Loss Payable."
- M.15.c.ii. Commercial general liability insurance written on an occurrence basis, including contractual liability, covering Seller's operations within the Property, with an Indemnification under Contract endorsement, and having limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- M.15.c.iii. Business auto liability insurance written on an occurrence basis and having a combined single limit of not less than \$1,000,000.
- M.15.c.iv. Workers' compensation insurance in the statutory amount and employer's liability insurance having limits of not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 bodily injury by disease for entire policy. Both policies must have a waiver of subrogation in favor of Buyer.
- M.15.c.v. Deliver certificates of insurance and copies of any additional insured and waiver of subrogation endorsements to Buyer at or before Closing and thereafter at least ten days before the expiration of the policies.
- M.15.d. <u>Ad Valorem Taxes During the Post-Closing Use Period.</u> Buyer agrees to reimburse Seller for any ad valorem taxes against the Property during Buyer's occupation and use of the Property."
- 3. <u>Address under the Agreement</u>. In accordance with Section M.1., FBC's address for notification purposes is as follows:

First Baptist Church Burleson 317 W Ellison St Burleson, Texas 76028.

Page 2 405

4. **Effect of Amendment.** All other terms and conditions of the Agreement, with the exception of the terms modified by this Amendment, shall remain in full force and effect.

[Signature pages to follow.]

The City of Burleson, Texas, a Texas home rule municipal corporation	n
Ву:	
Name:	
Title:	
Date:	
STATE OF TEXAS COUNTY OF JOHNSON	
This instrument was acknowledge known personally by me to be the City Ma	ed before me on, 2023 by Bryan Langley, anager of the City of Burleson, on behalf of said city.
[Notary Seal]	
Nota	ary Public, State of Texas
ATTEST:	APPROVED AS TO FORM:
City Secretary	City Attorney

Page 4 407

BBCB Property LLC,

a Texas limited liability company

By:

Name:

Hanage Ricky Branson

Title:

Manager

Date:

3 13 2023

STATE OF TEXAS

COUNTY OF Johnson

This instrument was acknowledged before me on Feb13, 2023 by Rocky Bransom, known personally by me to be the Member Manager of BBCB Property, LLC, on behalf of said company.

[Notary Seal]

KRISTIE TURNER
Notary Public, State of Texas
Comm. Expires 06-18-2023
Notary ID 130264337

Notary Public, State of Texas

First Baptist Church Burleson
By: C.C.C.
Name: Christopher Cars
Title: Executive Partor
Date: 23
STATE OF TEXAS COUNTY OF Johnson
This instrument was acknowledged before me on March 9, 2023 by Christopher Cass, known personally by me to be the Executive Pastor of First Baptist Church Burleson, on behalf of said company.
MARILYN MCCRORY Notary ID #11839781 My Commission Expires My Commission Expires My Commission Expires My Commission Expires

MARILYN MCCRORY Notary ID #11839781 My Commission Expires May 9, 2026

Exhibit "A"

Real Estate Sales Contract

Page 7 410



Choose an item.

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director Parks and Recreation

MEETING: March 20, 2023

SUBJECT:

Consider approval of a resolution authorizing the purchase of .35 acres of land from Burleson Independent School District in the amount of \$14,000 (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

The Parks and Recreation department has completed construction documents for the expansion of a parking lot at Bailey Lake. In order to move forward with the construction, .35 acres of property is required from Norwood Elementary School, a Burleson Independent School District Property.

On February 13, 2023, BISD met and unanimously supported the sale of property for the expansion of parking at Bailey Lake.

Attached is the contract in the amount of \$14,000 for the purchase.

OPTIONS:

- 1) Recommend as presented
- 2) Deny

RECOMMENDATION:

Staff recommends approving the purchase as presented

FISCAL IMPACT: Budgeted Y/N: N

Fund Name: Land

Fund Account #'s: 362-6020-456.70-01

Amount: \$14,000

STAFF CONTACT:

Jen Basham Director Parks and Recreation <u>ibasham@burlesontx.com</u> 817-426-9201



Background

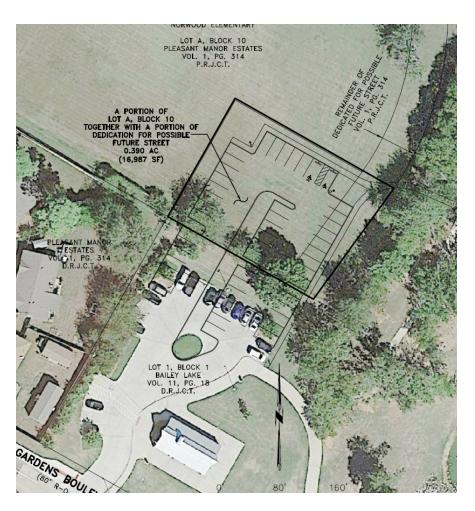


- The City Parks and Recreation Department has received requests to expand the parking lot at Bailey Lake to mitigate on street parking concerns by area residents
- The City met with ISD administrative staff on October 5, 2021 to discuss the possibility of purchasing a portion of Norwood Elementary for the expansion of the parking lot
- More investigation was needed to determine platting and property acquisition requirements before bringing the project forward to the board for consideration
- The School board met February 13, 2023 to review the contract and unanimously supported the project and the sale of property





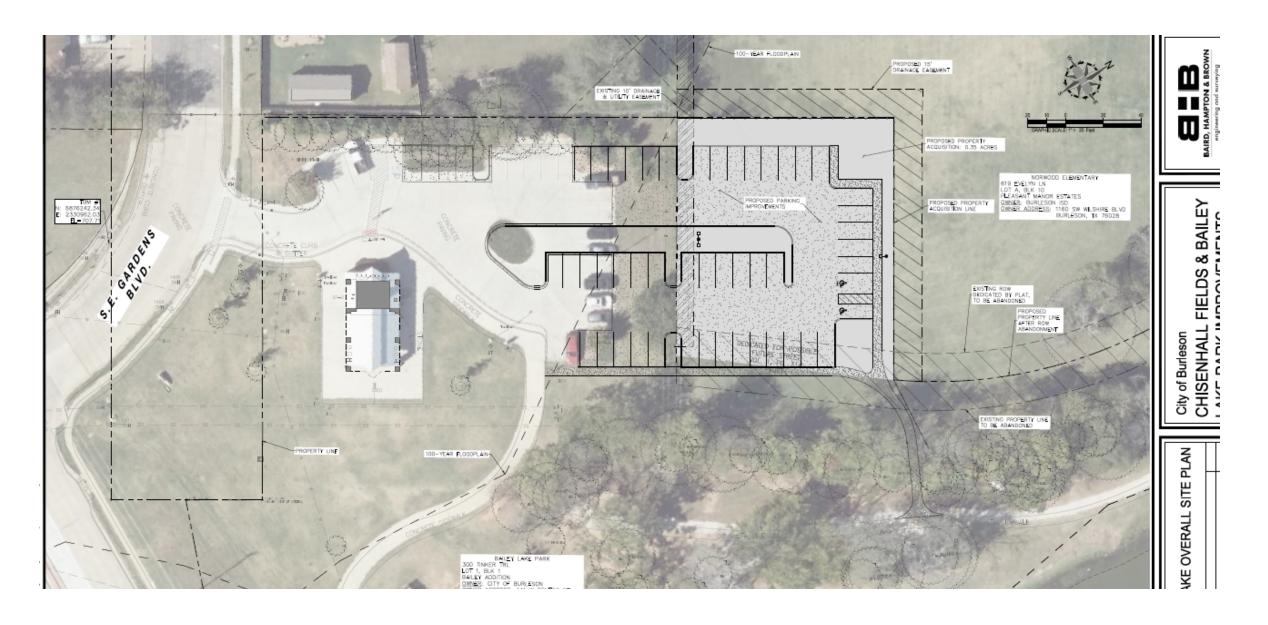
Proposed plat



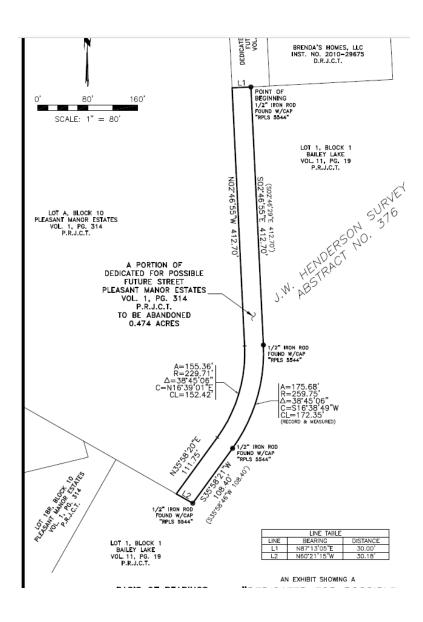
Purchase of .35 acres of school property for the expansion of Bailey Lake Parking

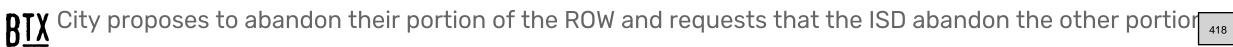
- All of the proposed sale is floodplain
- Includes abandonment of existing ROW for a future road
- Includes a request for a drainage easement onto the school district property (there is an existing easement in place, this will just be altered by the final plat)
- Fencing and gate access to the park will be replaced as part of the City's project



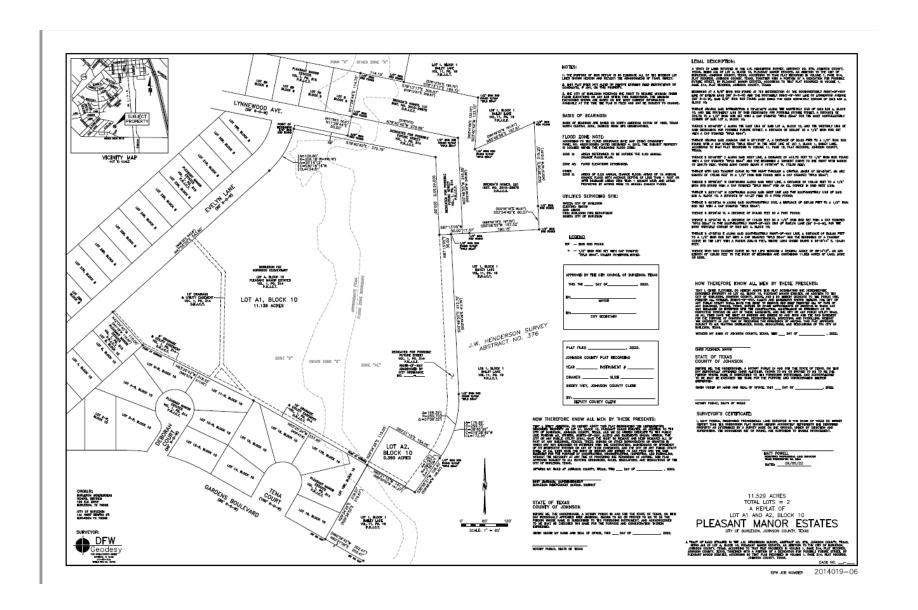






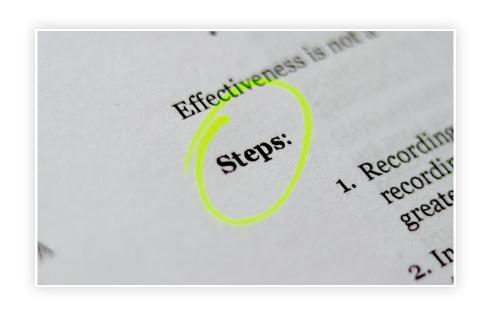


MADE





Process



1 Purchase property

The construction of the parking lot is currently being bid

Once property is acquired

Staff will bring forward a construction award to City Council

(3) Construction

Construction estimate: 6 months, final timeline will be provided to district once construction bid has been awarded

Options



Approve purchase of school property in the amount of \$14,000



Deny

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING A CONTRACT BETWEEN THE CITY OF BURLESON, AS BUYER, AND BURLESON INDEPENDENT SCHOOL DISTRICT, AS SELLER, TO ACQUIRE FEE SIMPLE TITLE TO A 0.390 ACRE TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, FOR THE PURCHASE PRICE OF \$14,000.00 AND OTHER CONSIDERATION AS PRESCRIBED IN THE REAL ESTATE CONTRACT AS ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; AND PROVIDING 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 desires to approve and enter into the Contract; and

WHEREAS, the City desires to close the real estate transaction described in the Contract; and

WHEREAS, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Contract; and

WHEREAS, the City desires to expend funds pursuant to the Contract that are necessary to close the real estate transaction described therein.

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

Section 1.

The City Manager, Bryan Langley, is authorized: (a) to execute on behalf of the City (i) the Contract between the City and the Seller, substantially in the form attached as Exhibit "A", with the purchase price of \$14,000 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

The foregoing recitals are adopted and incorporated herein for all purposes.

Section 3.

→
Chris Fletcher, Mayor
City of Burleson, Texas
APPROVED AS TO LEGAL FORM:



DEPARTMENT MEMO

DEPARTMENT: Finance

FROM: Martin Avila, Finance Director

MEETING: March 20, 2023

SUBJECT:

Consider approval of a resolution accepting the results of the September 30, 2022 Annual Audit, Annual Comprehensive Financial Report (ACFR) for the period ending September 30, 2022, and the Single Audit Report as of September 30, 2022. (Staff Presenter: Martin Avila, Director of Finance) (Finance and Internal Service Committee recommended accepting the results of the September 30, 2022 Annual Audit, ACFR for period ending September 30, 2022, and the Single Audit Report as of September 30, 2022 on March 13, 2023)

BACKGROUND:

Each year, the City hires an independent accounting firm to conduct an audit of the City's basic financial statements. The purpose of the audit is to express an opinion as to whether the City's financial statements present fairly, in all material respects, the financial position of the City. On June 21, 2021, Council approved a three-year professional service agreement and two 1-year options with Weaver LLP for audit services.

The ACFR represents the financial position of the City for the fiscal year ending September 30, 2022. The document includes the independent auditor's opinion of management's representations within the annual report. The auditors have provided the City a clean opinion (unmodified), which means that in the opinion of Weaver, the City's financial statements present fairly, in all material respects, the financial position of the City. A "clean" or "unmodified opinion" is the best opinion that may be rendered in an audit of the financial statements.

The audit specifically included the following items:

- Audit of the City's ACFR in accordance with generally accepted auditing standards.
- An evaluation of the City's internal control over financial reporting.
- Single Audit in accordance with generally accepted auditing standards and compliance with U.S Office of Management and budget (OMB) Compliance Supplement

The auditor's examination of internal controls was conducted at a level sufficient to gain an understanding of the internal control structure to determine the nature, timing, and extent of audit procedures. The auditors did not perform an audit of internal controls, but performed limited tests of internal controls for the purpose of providing an opinion on the financial statements.

Additionally, the auditors examined, on a test basis, evidence supporting amounts and disclosures in the combined financial statements. The City did not receive a management letter as there were no material weaknesses or recommendations for strengthening controls identified.

Jackie Gonzalez, Audit Partner, Weaver will be providing a presentation regarding the results of the audit, and answer any questions City Council may have.

RECOMMENDATION:

Staff recommends approval of resolution

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

Finance and Internal Service Committee recommended approval of Annual Audit, ACFR and Single Audit Report on March 13, 2023

FISCAL IMPACT:

NA

STAFF CONTACT:

Martin Avila Finance Director mavila@burlesontx.com 817-426-9651





Audit Insights

City of Burleson, Texas

Year Ended September 30, 2022

Overview

- Introductions
- Audit Process
- Audit Results
- Financial Highlights
- Questions









Introductions

Our Experience

At Weaver, there are no "one-size-fits-all" solutions. We combine leading technical knowledge with specific industry experience to provide highly customized services tailored to each client's needs.

Industries

Government

- Not-for-profit
- Higher Education
- Real Estate
- Construction
- Hospitality & Entertainment
- Health Care
- Professional Services
- Private Equity
- Insurance
- Technology
- Blockchain & Digital Assets
- Alternative Investments
- ▶ Financial Services
- Banking
- ▶ Manufacturing
- Distribution & Logistics
- ▶ Oil & Gas
- ▶ Energy Transition & Renewables

ervices

Advisory Services

- ▶ Risk Advisory Services
- ▶ IT Advisory Services
- Digital Transformation & Automation
- Government Consulting Services
- ▶ Asset Management Consulting
- Accounting Advisory Services
- Transaction Advisory Services
- Valuation Services
- Forensic & Litigation Services
- Family Office Services

Assurance Services

- Audit, Review & Compilation
- Agreed-Upon Procedures
- Employee Benefit Plan Audit
- SOC Reporting
- Attestation Services
- ▶ IFRS Assessment & Conversion

Tax Services

- Federal Tax
- State & Local Tax
- International Tax
- Personal Client Services











Today's Presenters

Jackie Gonzalez, CPA Partner, Government and Not for Profit Services

- Your relationship partner
- 18+ years of experience
- Member, GFOA Special Review Committee
- Practice emphasis in auditing and consulting for cities, school districts, counties and not for profit organizations
- Serves on the Inspire Advisory Board, as a Culture Ambassador and a Community Champion for the Weaver Foundation

Justine Singletary, CPA Manager, Government and Not for Profit Services

- Your audit manager
- ▶ 6+ years of experience
- Practice emphasis in auditing and consulting for cities, school districts, counties and not for profit organizations.



Audit Team

Jackie Gonzalez, CPA

Engagement Partner

Justine Singletary, CPA

Manager

Melissa Kirkland

Senior Associate



AUDIT ASSOCIATES AND OTHER SUPPORTING STAFF MEMBERS





Audit Process

The Audit Cycle

Initial Audit Planning

Discuss
Developments
& Issues
Ongoing

Continuous Communication Interim Fieldwork September

City Council Presentation March 20

Fieldwork
December 5-23

Finance and Internal Services Committee Presentation March 13

Final Reports
Issued
February 24



Audit Process

- Audit Standards The audit is performed in accordance with General Accepted Auditing Standards (GAAS), Generally Accepted Government Auditing Standards (GAGAS), Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance)
- ✓ Risk-based approach Focused on specific risks, such as:
 - Revenue recognition and related receivables
 - Federal grant revenues and expenditures
 - Capital projects, purchasing and compliance with bidding procedures
 - Long-term debt, payables, accrued liabilities (Pension, OPEB) and expenditures
- ✓ Identified significant and fraud risks and designed responses to:
 - Misappropriation of assets
 - Management override of controls
 - Revenue recognition







Audit Results

Audit Results – Financial Statements

Type of Report issued:	UNMODIFIED
Internal control over financial reporting:	
Any material weakness(es) identified?	No
Any significant deficiencies that are not material weaknesses?	None reported
Any noted noncompliance material to financial statements?	No



Audit Results – Federal Awards

Type of Report Issued, Compliance on Major Programs:	UNMODIFIED
Low Risk Auditee?	Yes
Internal control over the major program:	
Any material weakness(es) identified?	No
Any significant deficiencies that are not material weaknesses?	None reported
Any audit findings required to be reported under 2 CFR 200.516(a)?	No



Major Program: American Rescue Plan Act (21.027)

Audit Results

Major Program Analysis

- In addition to detailed transaction testing, we also:
 - ✓ Analyzed the composition of costs for each major program
- All costs charged to the program were consistent with expectations and complied with compliance requirements.

MAJOR PROGRAM COMPOSITION OF COST

		American Rescue Plan Act
Personnel Services		54%
Professional & Contracted Services		4%
Supplies & Materials		2%
Capital Outlay – Machinery & Equipment		40%
	Total	100%

Additional Major Program Analysis





- All known and likely misstatements identified during the audit, other than those that are trivial, were communicated to management and recorded as adjustments to the City's financial statements.
- The most significant adjustments were as follows:
- Significant adjustments to the Water & Wastewater Fund:

Water & Wastewater Fund	Assets	Deferred Outflows	Liabilities	Deferred Inflows	Net Position	Operating and Non-operating Revenues and Transfers In	Operating and Non-operating Expenses and Transfers Out
Construction In Progress - Sewer System	445,065	2	3			2	4
Sewer System Expense		-	-		0.00		(445.065)
<to capitalize="" costs="" incurred="" on="" sewer="" system<br="">project during FY22></to>							
Total current year effect	445,065		-	*	(*)		(445,065)
Water & Wastewater Fund balances per FY22 ACFR:	173,011,081	682,885	(62,208,948)	(1,410,827)	[110,074,191]	(30,798,272)	21,294,034
As a percent	0.26%	0.00%	0.00%	0.00%	0.00%	0.00%	-2.09%



• Significant adjustments to the COVID Relief Grants Fund:

COVID Relief Grants Fund	Assets	Deferred Oufflows	Liabilities	Deferred Inflows	Fund Balance	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
Intergovernmental Revenue						49,948	
Payroll Expense	8		157			0.77	(49,948
<to arpa="" correct="" expenditures="" fund="" fy21="" general="" in="" incurred="" of="" recording=""></to>							
Total current year effect		2.5	<u> </u>	* 9	<u> </u>	49,948	(49,948
COVID Relief Grants Fund balances per FY22 ACFR:	9,862,857	(4)	(9,982,957)		120,100	[1,437,015]	1,557,115
As a percent	0.00%	0.00%	0.00%	0.00%	0.00%	-3,48%	-3.219



- Management's estimates of the following were found to be reasonable based on our evaluation of key factors and assumptions used to develop the estimates:
 - Proportionate share of the net pension liability
 - Proportionate share of the other post employment benefit (OPEB) liability
 - Depreciation expense
 - Allowance for doubtful accounts as related to property tax and utility revenues



- No material errors, irregularities, or illegal acts noted
- No transactions entered into by which the City during the year for which there is a lack of authoritative guidance or consensus
- No difficulties or disagreements arose during the course of the audit
- No independence issues noted
- No consultations or request for a second opinion from other accountants







Financial Highlights – General Fund

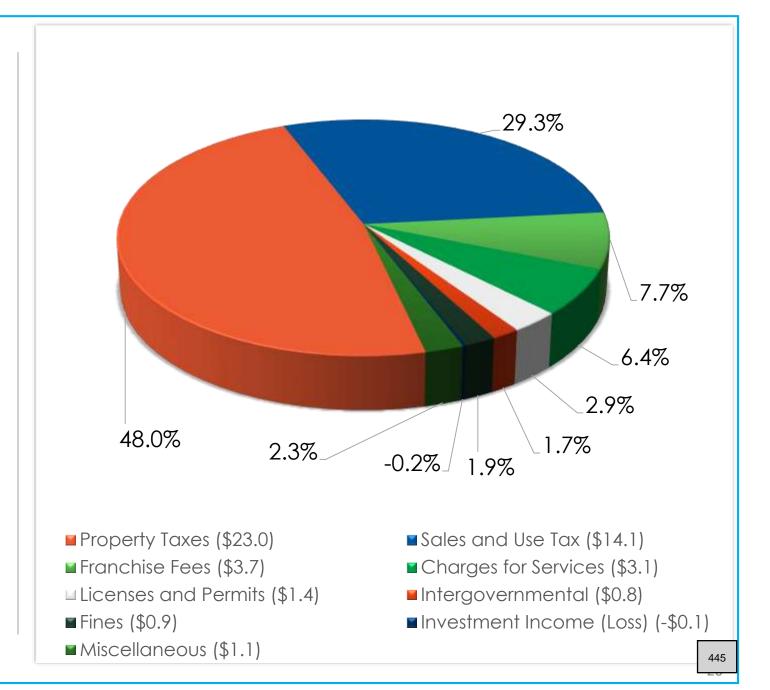
Financial Highlights – General Fund

ASSETS	\$	27,662,358
LIABILITIES		2,978,024
DEFERRED INFLOWS OF RESOURCES		2,760,169
FUND BALANCES		
Nonspendable:		27,424
Committed:		
Debt service		405,527
Other purposes		1,025,116
Unassigned	- <u> </u>	20,466,098
Total Fund Balances	\$	21,924,165
REVENUES		47,976,053
EXPENDITURES	s-	49,075,438
Excess (deficiency) of revenues		
over (under) expenditures		(1,099,385)
OTHER FINANCING SOURCES (USES)		4,684,241
Net change in fund balance		3,584,856

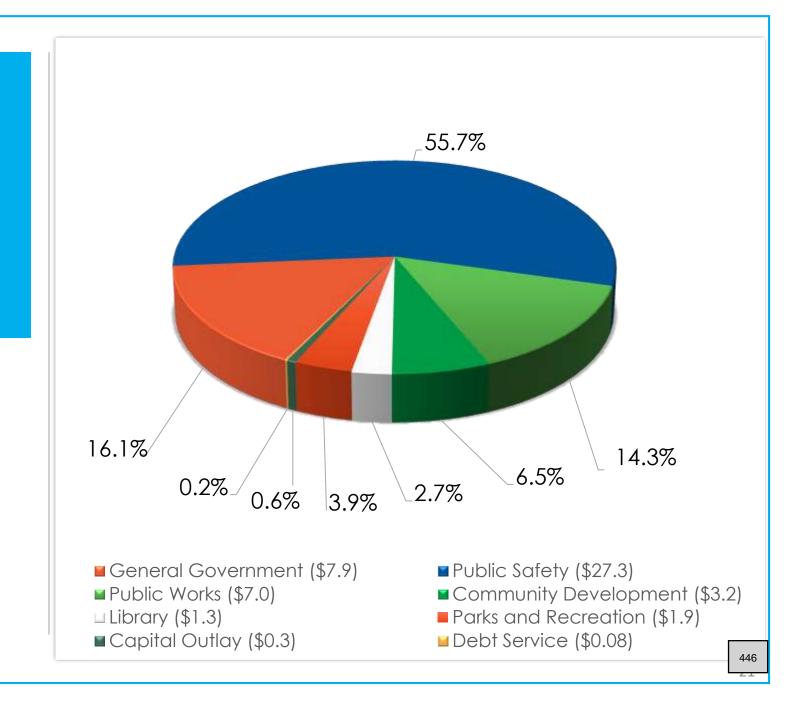


Financial Highlights – General Fund Revenue – Fiscal Year 2022 (in millions)





Financial Highlights – General Fund Expenditures - Fiscal Year 2022(in millions)





Financial Highlights — General Fund Budget to Actual — (in millions)



- Actual revenues of \$48.0M were more than budgeted amounts by \$1.3M
- Actual expenditures of \$49.1M were less than budgeted expenditures by \$.7M
- Ending fund balance for FY 2022 totaled \$21.9M
- Unassigned fund balance \$20.5M, which is 41.2% of FY 2022 budgeted expenditures (\$49.8M)



QUESTIONS?



Let's Connect







COVID-19 Resilience & Recover Resource Center

Jackie Gonzalez, CPA

Partner, Government & Not for Profit Services

Direct: 817.882.7758

Email: jackie.gonzalez@weaver.com

Justine Singletary, CPA

Manager, Government & Not for Profit Services

Direct: 817.882.7358

Email: justine.singletary@weaver.com

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE ANNUAL AUDIT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, APPROVING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE YEAR ENDING SEPTEMBER 30, 2022, AND APPROVING THE SINGLE AUDIT REPORT AS OF SEPTEMBER 30, 2022.

WHEREAS, on an annual basis, the City of Burleson ("City") conducts an audit of the City's basic financial statements through an independent accounting firm; and

WHEREAS, the City retained Weaver and Tidwell, LLP, to conduct a financial audit of City for the fiscal year ending September 30, 2022; and

WHEREAS, Weaver and Tidwell, LLP, completed said financial audit; and

WHEREAS, the financial audit included a review of the City's Comprehensive Annual Financial Report for the fiscal year ending September 30, 2022 and an evaluation of the City's internal control over financial reporting; and

WHEREAS, Weaver and Tidwell, LLP, found the City's representations and financial statements in the Comprehensive Annual Financial Report for the year ending September 30, 2022, present fairly, in all material respects, the financial position of the City; and

WHEREAS, Weaver and Tidwell, LLP, did not issue a management letter after its audit of the City's internal control over financial reporting as there were no material weaknesses or recommendations for strengthening controls identified; and

WHEREAS, the City Council desires to accept the results of the audit, approve the City's Comprehensive Annual Financial Report for the fiscal year ending September 30, 2022, and approve the Single Audit Report as of September 30, 2022.

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

Section 1.

The City Council hereby accepts the results of the audit performed by Weaver and Tidwell, LLP, approves the City's Annual Comprehensive Financial Report for the fiscal year ending September 30, 2022, which is attached as Exhibit A, and approves the Single Audit Report as of September 30, 2022, which is attached as Exhibit B.

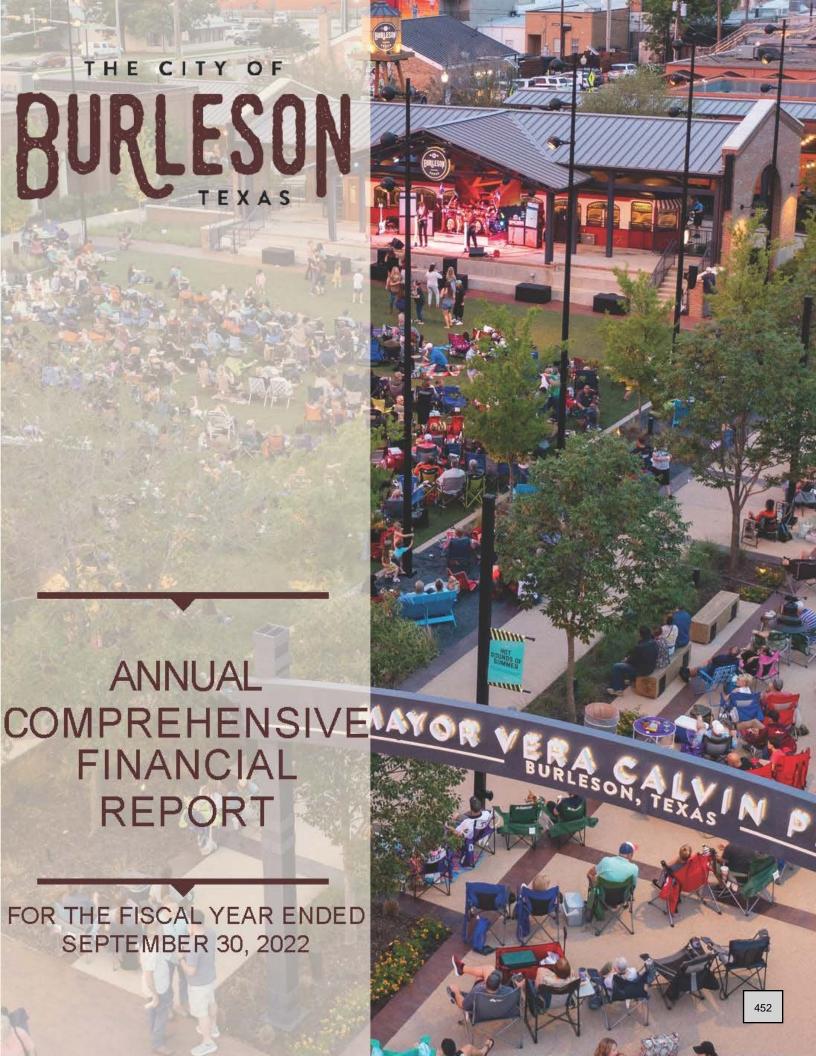
Section 2.

That the effect of this ordinance takes effect immediately.

Resolution Page 1

	OLVED by the City Council of the City of Burleson, Texas, on, 20
	 /
	Chris Fletcher, Mayor City of Burleson, Texas
ATTEST:	APPROVED AS TO FORM:
Amanda Campos, City Secretary	E. Allen Taylor, Jr., City Attorney

Resolution Page 2





CITY OF BURLESON, TEXAS

ANNUAL COMPREHENSIVE FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2022

CITY OFFICIALS

Chris Fletcher **Mayor**

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

Mayor Pro Tem
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

Bryan Langley City Manager

Tommy Ludwig

Deputy City Manager

Martin Avila

Director of Finance

Tien Nguyen Controller

Prepared by: Finance Department





City of Burleson, Texas Annual Comprehensive Financial Report For the Year Ended September 30, 2022

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City of Burleson, Texas Annual Comprehensive Financial Report For the Year Ended September 30, 2022

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Introductory Section





141 West Renfro Burleson, Texas 76028-4261 www.burlesontx.com February 24, 2023

TO: The Honorable Mayor, Members of the City Council, and Citizens of Burleson (the "City")

Submitted herewith is a copy of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operation of the City, on a Government-wide and Fund basis. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

These statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) for local governments as prescribed by the Governmental Accounting Standards Board (GASB). GASB requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of management's discussion and analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditor's report.

THE REPORTING ENTITY

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State and the City's home rule Charter. Burleson was incorporated in 1912. The City operates under a Council-Manager form of government and provides a full range of services that include: police and fire protection, sanitation services, library services, construction and maintenance of streets and infrastructure, parks and recreation, code enforcement, planning and zoning, economic development, water and wastewater services, and general administrative services. The accompanying ACFR includes all governmental organizations and functions for which the City is financially accountable as well as its blended component units. Although legally separate entities, the Burleson 4B Community Services Development Corporation, the Burleson 4A Economic Development Corporation and Tax Increment Finance Reinvestment Zone Number Two are in substance part of the primary government's operations and are included as part of the primary government. Additional information on these component units can be found in the notes to the financial statements.

ECONOMY AND BUSINESS CLIMATE

Burleson is located along the southwestern edge of the Dallas/Fort Worth Metroplex, on Interstate Highway 35W, State Highway 174, and the Chisholm Trail Parkway toll road. Economically, this region is ranked as one of the most robust in Texas, a state that in recent years has trended well ahead of the national economy. Local measures of business activity have recovered and surpassed peak levels. The City is currently experiencing a strong expansion of business with more than \$125 million in new taxable value added in 2022, with more in the development pipeline.

Although the City of Fort Worth adjoins much of Burleson's northern boundary, the remaining three directions are surrounded by an extensive extra-territorial jurisdiction (ETJ). The City's corporate limits include more than 28 square miles and its extraterritorial jurisdiction (ETJ) is comprised of approximately 35,000 acres. Combined, Burleson's city limit and ETJ include more than 23,000 undeveloped acres. In 2017, The Texas State Legislature significantly restricted cities' abilities to involuntarily annex within their ETJs. The City of Burleson was proactive prior to 2017 in obtaining development agreements in large, strategic portions of its ETJ. These development agreements allow the City to pursue annexation when these areas develop. This has allowed the City to work with property owners to ensure orderly development of these areas and program our capital improvements to ensure services are provided.

Once largely agricultural, these areas have developed into a form of semi-urban, residential use. With vibrant retail destinations and commercial development, many of the individuals residing in these adjacent areas shop, dine, and send their children to schools located in Burleson. Thus, functionally speaking, Burleson's estimated population of just above 50,000 belies the true size of the community's economy. The combination of highway accessibility and more than 400,000 people located within the retail trade area create a community with a strong and growing trade area.

LONG TERM PLANNING

These focus areas create a roadmap for achieving the long-term goals and objectives that have been articulated by the City Council, and play a key role in the budget process, as well as long term financial planning of the City's major funds. The strategic focus areas are:

- Operational Excellence
- Infrastructure
- Community
- Public Safety

Five year projections are prepared for all of the City's major funds with the focus on maintaining year end fund balances that meet or exceed their requirements. In addition, the City continues to prepare five year capital improvement plans (CIP) for streets and drainage, parks, and water and wastewater projects. The five year projections and five year CIPs are presented to Council throughout the budget process and provides a great opportunity for feedback and direction. Incorporating the projections and CIP are crucial in the budget process to ensure the strategic focus areas are met and the City continues to be financially sound.

ACCOUNTING SYSTEM AND BUDGETARY CONTROL

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that the costs of a control should not exceed the benefits likely to be derived from the control. The evaluation of costs and benefits requires estimates and judgments by management. We believe that the City's current system of internal accounting controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

In addition to the system of internal controls, the City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance of legal provisions embodied in the annual appropriation budget adopted by the City Council. Budgetary controls over the General and Water and Wastewater Funds are exercised at the departmental level. This level of control occurs at the fund level for other funds. Activities of the Governmental and Proprietary Fund are closely reviewed at mid-year. If necessary, the original budget is modified and incorporated into a proposed mid-year budget, which is then used as the working budget for the remainder of the fiscal year. The City also maintains an encumbrance accounting system as one technique to help prevent the overspending of authorized appropriations.

Information regarding general accounting policies can be found in the notes to the basic financial statements.

INDEPENDENT AUDIT

An annual audit is required to be made of the financial statements of the City of Burleson by an independent auditor. Weaver and Tidwell, LLP was selected by the City Council to perform the audit for fiscal year ended September 30, 2022. The audit opinion is included in this report.

AWARDS

For the year ended September 30, 2021, the Government Finance Officers Association (GFOA) recognized the City for achievement in the presentation of the annual budget document and the ACFR. This was the 31st consecutive year that the City has received this prestigious national award. To earn the Certificate of Achievement, the City published an easy-to-read and efficiently organized Annual Comprehensive Financial Report with contents that conformed to program standards. Such reports satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for one year. The City believes that the current ACFR continues to meet the Certificate of Achievement Program requirements and thus is submitting it to GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Award for Distinguished Budget Presentation for the 33rd consecutive year for its annual appropriated budget dated October 1, 2021. To qualify for the Budget Award, the City's budget document was judged proficient in all categories.

ACKNOWLEDGEMENTS

I would like to thank the staff of the Finance Department, City Management, and Department Directors, Managers and Staff for their cooperative effort and help in the leadership and support of the City that made this report possible. Credit also must be given to the Mayor and the City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Burleson's finances.

Respectfully Submitted,

Martin Aufa

Finance Department



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Burleson Texas

For its Annual Comprehensive Financial Report For the Fiscal Year Ended

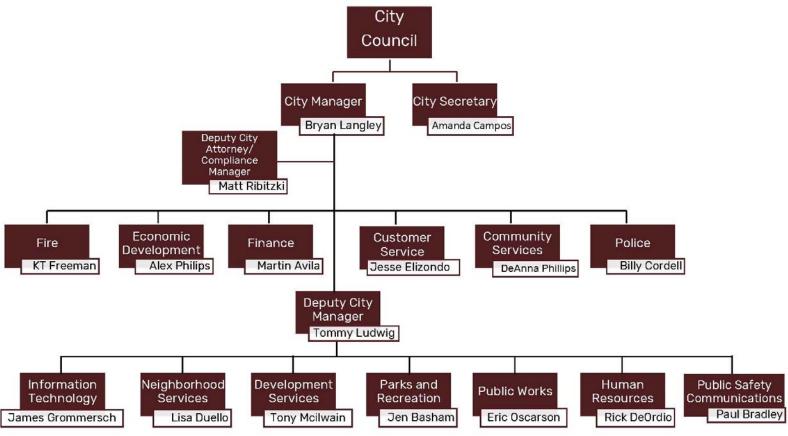
September 30, 2021

Christopher P. Morrill

Executive Director/CEO



Organizational Chart



Revised September 2022

CITY OF BURLESON, TEXAS

LIST OF PRINCIPAL OFFICIALS SEPTEMBER 30, 2022

Elected Officials

MayorChris FletcherMayor Pro-TemDan McClendonCouncilmemberVictoria JohnsonCouncilmemberRick GreenCouncilmemberJimmy StanfordCouncilmemberTamara PayneCouncilmemberRonnie Johnson

City Officials

City Manager Bryan Langley
Deputy City Manager Tommy Ludwig
Director of Finance Martin Avila
Deputy City Attorney Matt Ribitzki
Police Chief Billy Cordell
City Secretary Amanda Campos

Fire Chief Kenneth Freeman

Director of Parks and Recreation Jen Basham

Director of Human Resources Rick DeOrdio

Director of Neighborhood Services Lisa Duello

Chief Technology Officer James Grommersch

Director of Development Services

Director of Public Works

Eric Oscarson

Director of Economic Development

Director of Community Services

Director of Customer Service

Director of Public Safety Communications

Tony McIlwain

Eric Oscarson

Alex Philips

DeAnna Phillips

Director of Public Safety Communications

Paul Bradley

Financial Section





Independent Auditor's Report

Honorable Mayor, City Council and City Manager City of Burleson, Texas Burleson, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1 to the basic financial statements, during the year ended September 30, 2022, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 87, Leases. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Weaver and Tidwell, L.L.P. 2821 West 7th Street, Suite 700 / Fort Worth, Texas 76107

Main: 817.332.7905

Honorable Mayor, City Council and City Manager City of Burleson, Texas

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that
 raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of
 time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, Texas Municipal Retirement System pension schedules, Texas Municipal Retirement System OPEB schedule, and budgetary comparison information on pages 7 through 14 and 65 through 68 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Honorable Mayor, City Council and City Manager City of Burleson, Texas

The combining and individual fund financial statements and schedules are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report (ACFR)

Management is responsible for the other information included in the ACFR. The other information comprises the introductory section and statistical section but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 24, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Weaver and Siduell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas February 24, 2023



MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Burleson's (City) annual financial report presents our discussion of the City's financial performance during the fiscal year ended September 30, 2022. Please read it in conjunction with the transmittal letter, which can be found preceding this narrative, and with the City's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$324,989,209 (net position). Of this amount, \$51,523,465 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$27,493,744 or 9.24% from previous year. The City's total unrestricted net position increased by \$26,607,997, due to increases in revenues in both governmental and business-type activities which exceeded increases in expenses. \$8,032,001 increase in net investment in capital assets resulted from additions in construction capital cost and land acquisitions netted against the decrease of related debt.
- As of the close of the current fiscal year, unassigned fund balance for the general fund was \$20,466,098 or 42% of total general fund expenditures.
- The City's total debt increased by \$1,665,000 during the current fiscal year. The increase represents the net effect of scheduled debt retirement and issuance of Series 2022 Combination Tax and Revenue Certificates of Obligation and Series 2022 General Obligation Bonds in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

Government-wide Financial Statements - Government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing related to cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. (e.g., earned but unused vacation leave).

Both of the government-wide statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, parks and recreation, and community development. The business-type activities include water and wastewater operations, solid waste collection, the City's Hidden Creek Golf Course, and a cemetery.

Fund Financial Statements - The fund financial statements provide detailed information about the most significant funds – not the City as a whole. A fund is a grouping of related accounts that the City uses to maintain control over resources that have been segregated for specific activities and objectives. Some funds are required by state law or bond covenants. The Council establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants. The City has two types of funds:

Governmental Funds - These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near term inflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains nineteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, bond supported capital projects fund, and COVID relief grants fund, which are considered to be major funds. Data from the other sixteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary Funds – The City of Burleson maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Enterprise funds are used to account for water and wastewater, solid waste, golf, and cemetery operations. Internal Service Funds are accounting devices used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the acquisition and replacement of major components of equipment used throughout the organization, such as the fleet of City vehicles, for the repair and maintenance of significant components of equipment used by the organization, and for the health self-insurance program.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The water & wastewater operations are considered to be a major fund of the City. All internal service funds are combined in a single presentation in the proprietary fund financial statements. Individual data for each of the nonmajor enterprise funds and internal service funds is provided in the form of combining statements elsewhere in this report.

Notes to the Basic Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information - The combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds are presented immediately following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows by \$324,989,209 as of September 30, 2022.

The largest portion of the City's net position (80%) reflects its investments in capital assets (e.g., land, buildings, improvements, construction in progress, and infrastructure), less any debt used to acquire those assets that is still outstanding. The City uses these assets to provide service to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

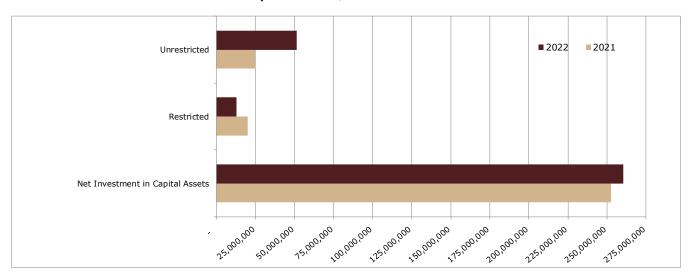
CITY OF BURLESON, TEXAS - NET POSITION

	Gover Acti	nmer vities		Business-Type Activities			Total			
	2021		2022		2021		2022	2021		2022
Other assets Capital assets	\$ 78,488,679 240,302,688	\$	94,730,804 251,050,175	\$	53,477,743 116,109,033	\$	57,374,088 122,829,136	\$ 131,966,422 356,411,721	\$	152,104,892 373,879,311
Total assets	 318,791,367		345,780,979		169,586,776		180,203,224	488,378,143		525,984,203
Total deferred outflows of resources	 6,598,261		8,237,747		855,118		875,998	7,453,379		9,113,745
Noncurrent liabilities – due										
in more than one year	113,184,319		108,952,166		55,676,214		55,817,730	168,860,533		164,769,896
Other liabilities	 18,891,148		25,652,502		7,772,080		8,984,772	26,663,228		34,637,274
Total liabilities	 132,075,467		134,604,668		63,448,294		64,802,502	195,523,761		199,407,170
Total deferred inflows of resources	 2,606,156		9,117,971		206,140		1,583,598	2,812,296		10,701,569
Net position: Net investment										
in capital asset	163,721,859		174,521,592		88,788,759		86,021,027	252,510,618		260,542,619
Restricted	12,460,606		12,617,978		7,608,773		305,147	20,069,379		12,923,125
Unrestricted	 14,525,540		23,156,517		10,389,928		28,366,948	24,915,468		51,523,465
Total net position	\$ 190,708,005	\$	210,296,087	\$	106,787,460	\$	114,693,122	\$ 297,495,465	\$	324,989,209

An additional portion of the City's net position (4%) represents resources that are subject to external restriction on how they may have been used. The remaining balance of unrestricted net position (16%) may be used to meet the City's ongoing obligation to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

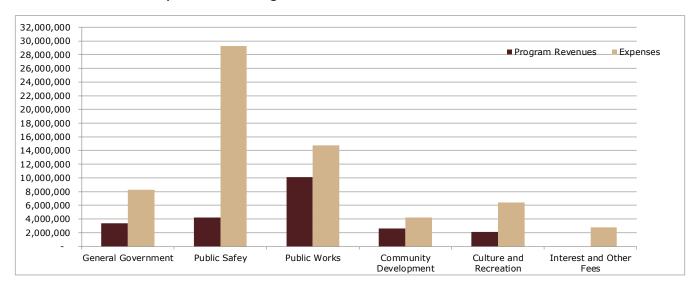
City of Burleson Net Position September 30, 2021 and 2022



The City's overall net position increased \$27,493,744 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

Governmental Activities. During the current fiscal year, net position for governmental activities increased \$19,588,082, an increase of \$6,114,172 from the prior fiscal year's increase in net position for governmental activities. Increase is primarily due to a 12.94% or approximately \$3,200,000 increase in sales & use tax from the prior year due to growth and increase in cost of goods from rise in inflation rates and a transfer of \$3,100,000 excess funds from Equipment Replacement Fund to General Fund.

Expenses and Program Revenues - Governmental Activities



Business-Type Activities. During the current fiscal year, net position for business-type activities increased by \$7,905,662, an increase of \$2,064,814 from the prior fiscal year's increase in net position for business-type activities. Increase was the result of an approximately \$2,700,000 increase in water and sewer revenues from increased consumption from prior year, due to a very hot and dry summer, and approximately 2% growth in accounts.

CITY OF BURLESON, TEXAS - CHANGES IN NET POSITION

	Govern Activ			Business-Type Activities				Total			
	2021	icico	2022		2021		2022	2021		2022	
Revenues:											
Program Revenues:											
Charges for services Operating grants and	\$ 8,780,004	\$	9,394,259	\$	26,713,025	\$	29,937,355	\$ 35,493,029	\$	39,331,614	
contributions Capital grants and	5,981,907		4,270,180		14,260		34,699	5,996,167		4,304,879	
contributions	2,253,873		8,786,321		2,980,216		5,036,972	5,234,089		13,823,293	
General Revenues: Taxes:											
Property taxes levied for general purposes	29,343,869		30,311,580		_			29,343,869		30,311,580	
Tax Increment Financing	905,662		1,175,995		-		_	905,662		1,175,995	
Sales and use taxes	24,801,831		28,011,255		-		-	24,801,831		28,011,255	
Hotel / motel taxes	455,115		466,584		-		-	455,115		466,584	
Franchise fees Investment income	3,732,406		3,931,439		- 44,697		(116,987)	3,732,406 122,731		3,931,439	
Gain (loss) on sale of	78,034		(484,929)		44,097		(110,967)	122,/31		(601,916)	
assets	 70,477		13,402		15,575		634,561	86,052		647,963	
Total revenues	 76,403,178		85,876,086		29,767,773		35,526,600	106,170,951		121,402,686	
Expenses											
General government	7,678,903		8,293,081		-		-	7,678,903		8,293,081	
Public safety	26,227,399		29,220,408		-		-	26,227,399		29,220,408	
Public works	13,597,575		14,743,553		-		-	13,597,575		14,743,553	
Community development	4,587,759		4,178,055		-		-	4,587,759		4,178,055	
Library Parks and recreation	7,697,763		1,411,839 6,377,399		-		-	7,697,763		1,411,839 6,377,399	
Interest and other fees	2,886,794		2,805,915		_		_	2,886,794		2,805,915	
Water & wastewater	-		-		18,640,527		20,536,810	18,640,527		20,536,810	
Hidden Creek Golf course	-		-		1,895,172		2,546,070	1,895,172		2,546,070	
Solid Waste	-		-		3,563,473		3,780,319	3,563,473		3,780,319	
Cemetery	 -		-		80,828		15,493	80,828		15,493	
Total expenses	 62,676,193		67,030,250		24,180,000		26,878,692	86,856,193		93,908,942	
Change in net position											
before transfers	13,726,985		18,845,836		5,587,773		8,647,908	19,314,758		27,493,744	
Transfers	 (253,075)		742,246		253,075		(742,246)	-		<u> </u>	
Change in net position	13,473,910		19,588,082		5,840,848		7,905,662	19,314,758		27,493,744	
Net position - beginning	 177,234,095		190,708,005		100,946,612		106,787,460	278,180,707		297,495,465	
Net position - ending	\$ 190,708,005	\$	210,296,087	\$	106,787,460	\$	114,693,122	\$ 297,495,465	\$	324,989,209	

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance serves as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance, which has not yet been limited to use for a particular purpose.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$67,599,984. The 70% or \$47,287,431 of this total has constraints on its spending at because it is classified as either (1) non-spendable for inventory and prepaid items; (2) restricted for debt service, public safety, parks and recreation, library, economic development, tourism, capital projects, and other; and (3) committed for capital projects, debt service and other. Approximately 30% of the combined ending fund balance, or \$20,312,553, constitutes unassigned fund balance and is primarily in the General Fund.

Net change in fund balance was an increase of \$9,795,108 of which 37% is from the General Fund, 55% from Non-major Governmental Funds, and the remaining 8% is from Bond Funded Capital Projects fund.

The increase of \$3,584,856 in the General Fund is primarily due to a transfer of \$3,000,000 of excess funds from the Equipment Replacement Fund to the General Fund. The remaining is due to overall General Fund revenues exceeding overall expenditures reflecting the overall management of the governmental funds to ensure sources of funds are sufficient to meet the uses of funds.

The \$5,389,899 increase in Other Governmental Funds, due to \$1,633,874 increase in the BCSDC Special Revenue fund primarily due to a \$797,835 increase sales and use tax revenue exceeding expenditures from prior year, and \$806,363 in less debt service payments from prior year. In addition, net increase of \$3,976,618 in 4A EDC Non-bond Fund was due to a transfer from 4A Corp Special Revenue fund for \$5,000,000 for future purchase of land offset by capital outlay and transfer out of about \$1,000,000.

The Bond Funded Capital Projects fund increased by \$940,453 finishing the year at \$16,238,510. This is due to the issuance of \$8,000,000 of bonds offset with capital expenditures.

Proprietary funds – The City's proprietary funds provide the same type of information found in business-type activities in the government-wide financial statements, but in more detail.

Year-end net position in the water and wastewater fund amounted to \$110,074,191. Net position in the water and wastewater fund increased \$9,504,238 which is approximately \$4,000,000 more than prior year's increase. Difference is from an increase of about \$2,000,000 in developer non-cash contributions due to the City's continued growth; a \$1,000,000 transfer of excess funds from Equipment Replacement Proprietary Fund; an approximately \$3,000,000 increase in charges for services due to 2% growth in customer accounts, and an increase in consumption due to a hot and dry summer. These increases in revenue were offset by an approximately \$1,000,000 increase in expenditures from prior year due to an increase in water purchase costs from increased consumption.

General Fund Budgetary Highlights -

Total actual revenue collections exceeded the revised estimates by about \$1,284,121 over the revised estimate, primarily due to sales tax revenues.

The general fund's final revised expenditure budget was approximately \$184,572 more than the figure originally adopted due to encumbrances rolled over from the prior year.

Actual year-end expenditures totaled about \$683,188 less than the revised budget total. This decrease was primarily due to budget saving in several areas including maintenance & repair, material & supplies, and capital outlays which offset other expenditures. ARPA grant reimbursement of allowable expenditure is also a factor in the decrease of expenditure overall. The overall savings reflect the budget management and focus on spending needs.

CAPITAL ASSETS

The City's investment in capital assets for its governmental and business type activities as of September 30, 2022 amounts to \$373,879,311 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment and roads. The total increase in capital assets for the current fiscal year was approximately 5%.

Capital Assets at Year End (net of depreciation)													
		Govern		ıl	•	Business					T-4-1		
		Activ 2021	rities	2022		Activit 2021	ies	2022	Total		lotai	2022	
Land Buildings & improvements Infrastructure Machinery & equipment Vehicles Other Water distribution system Wastewater system Capitalized interest Intangible assets Construction in progress	\$	38,300,084 78,425,585 107,992,652 4,670,966 2,519,407 45,000 - - - - 8,348,994	\$	40,312,769 79,489,539 117,002,996 5,219,041 2,552,391 45,000 - - - - - 6,428,439		5,397,686 3,224,127 - 42,052 927,555 - 53,093,669 43,319,080 - 1,437,497 8,667,367	\$	5,413,714 3,064,471 - 177,985 839,494 - 56,106,747 46,783,947 - 1,377,432 9,065,346	\$	43,697,770 81,649,712 107,992,652 4,713,018 3,446,962 45,000 53,093,669 43,319,080 - 1,437,497 17,016,361	\$	45,726,483 82,554,010 117,002,996 5,397,026 3,391,885 45,000 56,106,747 46,783,947 - 1,377,432 15,493,785	
Total	\$	240,302,688	\$	251,050,175	\$	116,109,033	\$	122,829,136	\$	356,411,721	\$	373,879,311	

Major capital asset events during the current fiscal year included the following:

- Construction costs related to arterial roads amount to approximately \$2,757,688.
- Construction and right-of-way costs related to construction of water infrastructure amounted to
- approximately \$3,555,571.
- · Construction and right-of-way costs related to construction of sanitary sewer lines amounted to
- approximately \$1,807,977.
- Cost of purchasing land and buildings to be used as City Facilities amounted to \$3,736,926.
- Costs related to construction of City recreational facilities amounted to \$4,353,312.
- Approximately \$1,607,632 of water lines were donated by developers.
- Approximately \$1,670,717 of sewer lines were donated by developers.
- Streets and sidewalks worth approximately \$8,462,744. Were donated by developers.

Additional information on the City's capital assets can be found in Note 4 in the notes to basic financial statements.

DEBT ADMINISTRATION

At the end of the current fiscal year, the City had total bonded debt issues of \$144,025,000. Of this amount, \$56,930,000 comprises of general obligation (GO) outstanding bonds debt backed solely by the full faith and credit of the City, \$84,600,000 represent certificate of obligation (CO) bonds secured by a combination of property taxes and a limited pledge of other revenues, and \$2,495,000 secured by revenues generated from the City's water and wastewater utility. The total GO and CO outstanding debt of \$141,530,000 includes self-supporting debt of \$53,000,000 paid with revenues generated from the City's water and wastewater utility, \$24,282,633 paid with revenue generated from sales tax dedicated to the Burleson 4B Community Service Corporation (Type 4B) and Burleson 4A Economic Development Service Corporation (Type A) and \$7,890,000 to be paid with tax revenues generated from the Reinvestment Zone Number Two reflected in the TIF 2&3 Fund, with the remaining balance of \$56,357,367 paid directly from the debt rate portion of the property tax rate.

Additional information on the City's outstanding debt can be found in Note 7 in the notes to basic financial statements.

Outstanding Debt at Year End

	Govern Activ	I	Business-type Activities				Total			
	2021	2022		2021		2022		2021		2022
General obligation bonds	\$ 46,569,428	\$ 42,596,857	\$	17,250,572	\$	14,333,143	\$	63,820,000	\$	56,930,000
Certificate of obligation bonds	40,045,000	44,870,000		35,795,000		39,730,000		75,840,000		84,600,000
Utility system revenue bonds	 -	 		2,700,000		2,495,000		2,700,000		2,495,000
	\$ 86,614,428	\$ 87,466,857	\$	55,745,572	\$	56,558,143	\$	142,360,000	\$	144,025,000

The City maintains favorable bond ratings as assigned from the following rating agencies:

	Moody's Investors <u>Service</u>	Standard <u>& Poor's</u>
General obligation bonds	Aa2	AA
Water & wastewater revenue bonds	A1	AA-
4A sales tax revenue bonds	NA	AA-
4B sales tax revenue bonds	NA	AA-

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In fiscal year 2023 budget, City adopted a property tax rate of \$0.6572 per \$100 value which was \$0.0287 less than the previous rate of \$0.6859 per \$100 value. Since 2019, the rate has been reduced by almost eight (8) cents, from \$0.7350 (2019) to \$0.6572 (2023). The budget also includes a two percent (2%) homestead exemption in FY 2023. The property tax revenues are budgeted to increase 7.8% or about \$1,749,741 from fiscal year 2022 year end projection primarily due to new growth. Sales tax revenues are budgeted to increase by about 3% or \$419,877 from fiscal year 2022 year end projections. General Fund total revenues including transfers is \$53,151,097 or 5% increase from fiscal year 2022 budget. General Fund total expenditures is \$55,328,010 or 10% increase from prior year budget. The result is a \$2,176,913 reduction in fund balance. This projected reduction continues to maintain an unassigned fund balance to a level above the City's policy target of 20% of annual operating expenses.

No increase in water rates nor sewer rates is proposed in the FY 2023 budget. Water and Sewer Fund has a strong financial position and ability to continue meetings its debt obligations.

Solid Waste budget has no increase in proposed rates. Revenues and working capital is sufficient to meet the obligations.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Burleson's finances. Questions concerning any of the information provided in this report or requests for additional information may be obtained by contacting the City of Burleson, Attn: Finance Department, 141 West Renfro Street, Burleson, Texas 76028.

City of Burleson, Texas Statement of Net Position September 30, 2022

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments Receivables	\$ 84,893,177	\$ 22,918,131	\$ 107,811,308
Taxes, net	157,889	-	157,889
Accounts, net	1,532,039	3,314,870	4,846,909
Leases	2,030,283	1,058,840	3,089,123
Due from other governmental units	5,119,140	-	5,119,140
Accrued interest	137,185	67,603	204,788
Inventories	54,943	341,004	395,947
Prepaid items	127,424	-	127,424
Internal balances	678,724	(678,724)	
Total current assets	94,730,804	27,021,724	121,752,528
Noncurrent assets:			
Restricted cash and investments	_	30,352,364	30,352,364
Capital assets:		,,	,,
Nondepreciable	46,786,208	14,479,060	61,265,268
Depreciable, net of depreciation	204,263,967	108,350,076	312,614,043
Total noncurrent assets	251,050,175	153,181,500	404,231,675
Total assets	345,780,979	180,203,224	525,984,203
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charge on refunding	666,895	282,445	949,340
Deferred outflows related to pensions	6,743,460	528,685	7,272,145
Deferred outflows related to OPEB (RHP & SDBF)	827,392	64,868	892,260
Total deferred outflows of resources	8,237,747	875,998	9,113,745
LIABILITIES			
Accounts payable	2,823,691	2,607,638	5,431,329
Accrued liabilities	1,886,599	152,065	2,038,664
Accrued interest payable	287,959	164,191	452,150
Deposits payable	-	735,317	735,317
Unearned revenue	10,179,700	2,279	10,181,979
Current portion of:			
Bonds, leases, compensated absences	10,474,553	5,323,282	15,797,835
Total current liabilities	25,652,502	8,984,772	34,637,274
Noncurrent Liabilities			
Bonds, leases, compensated absences	90,306,764	54,355,940	144,662,704
Net pension liability	13,345,964	1,046,318	14,392,282
Total OPEB liability (RHP & SDBF)	5,299,438	415,472	5,714,910
Total noncurrent liabilities	108,952,166	55,817,730	164,769,896
Total liabilities	134,604,668	64,802,502	199,407,170
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to leased assets	2,091,195	1,032,701	3,123,896
Deferred inflows related to pensions	6,418,557	503,212	6,921,769
Deferred inflows related to OPEB (RHP & SDBF)	608,219	47,685	655,904
Total deferred inflows of resources	9,117,971	1,583,598	10,701,569
	· ·		
NET POSITION		06 024 027	260 542 642
Net investment in capital assets	174,521,592	86,021,027	260,542,619
Restricted for			
Debt service	2,521,806	305,147	2,826,953
Public safety	289,721	-	289,721
Other purposes	46,781	-	46,781
Economic development/tourism	9,759,670	-	9,759,670
Unrestricted	23,156,517	28,366,948	51,523,465
TOTAL NET POSITION	\$ 210,296,087	\$ 114,693,122	\$ 324,989,209

City of Burleson, Texas

Statement of Activities

For the Fiscal Year Ended September 30, 2022

			Program Re	venu	ies
Functions/Programs	Expenses		Charges for Services	C	Operating Grants and Ontributions
Primary Government	 Expenses		TOI SEI VICES		DITTIDUCTOR'S
Governmental activities:					
General government	\$ 8,293,081	\$	3,335,561	\$	35,544
Public safety	29,220,408	'	1,143,155		3,008,621
Public works	14,743,553		398,116		1,063,307
Community development	4,178,055		2,580,560		-
Library	1,411,839		24,497		-
Parks and recreation	6,377,399		1,912,370		162,708
Interest and other fees	 2,805,915				
Total governmental activities	 67,030,250		9,394,259		4,270,180
Business type activities:					
Water and wastewater	20,536,810		24,638,049		-
Hidden Creek Golf Course	2,546,070		1,925,878		-
Solid waste	3,780,319		3,323,598		-
Cemetery	 15,493		49,830		34,699
Total business-type activities	 26,878,692		29,937,355		34,699
TOTAL PRIMARY GOVERNMENT	\$ 93,908,942	\$	39,331,614	\$	4,304,879

General revenues:

Taxes:

Property

Tax increment financing

Sales and use

Hotel occupancy taxes

Franchise fees based on gross receipts

Unrestricted investment earnings

Gain on sale of capital assets

Transfers between governmental and

business-type activities

Total general revenues and transfers

Change in net position

Net position - beginning

Net position - ending

Net (Expense) Revenue and Changes in Net Position

Prog	ram Revenues		C	Chang	ges in Net Position	
_	Capital	_		_		
	Grants and	G	overnmental	В	usiness-Type	
	ontributions		Activities		Activities	 Total
\$	-	\$	(4,921,976)	\$	-	\$ (4,921,976)
	34,571		(25,034,061)		-	(25,034,061)
	8,684,550		(4,597,580)		-	(4,597,580)
	=		(1,597,495)		-	(1,597,495)
	-		(1,387,342)		-	(1,387,342)
	67,200		(4,235,121)		-	(4,235,121)
	<u> </u>		(2,805,915)			 (2,805,915)
	8,786,321		(44,579,490)			(44,579,490)
	5,036,972		-		9,138,211	9,138,211
	-		-		(620,192)	(620,192)
	-		-		(456,721)	(456,721)
	-		<u> </u>		69,036	 69,036
	5,036,972				8,130,334	 8,130,334
\$	13,823,293		(44,579,490)		8,130,334	(36,449,156)
			30,311,580		-	30,311,580
			1,175,995		-	1,175,995
			28,011,255		-	28,011,255
			466,584		-	466,584
			3,931,439		-	3,931,439
			(484,929)		(116,987)	(601,916)
			13,402		634,561	647,963
			742,246		(742,246)	
			64,167,572		(224,672)	63,942,900
			19,588,082		7,905,662	27,493,744
			190,708,005		106,787,460	297,495,465
		\$	210,296,087	\$	114,693,122	\$ 324,989,209

City of Burleson, TexasBalance Sheet – Governmental Funds September 30, 2022

		General	ond Funded pital Projects	COVID Relief Grants				Go	Total overnmental Funds
ASSETS			 <u></u>						
Cash and investments	\$	21,257,878	\$ 16,911,391	\$	9,840,197	\$	27,957,656	\$	75,967,122
Receivables:					, ,				
Taxes, net		-	-		-		157,889		157,889
Accounts, net		1,498,638	-		-		31,807		1,530,445
Leases		1,877,823	-		-		152,460		2,030,283
Due from other									
go vernmental units		2,420,281	-		-		2,698,859		5,119,140
Accrued interest		28,168	1,000		22,660		65,529		117,357
Due from other funds		552,146	-		-		-		552,146
Prepaid items		27,424	 				100,000		127,424
Total Assets	\$	27,662,358	\$ 16,912,391	\$	9,862,857	\$	31,164,200	\$	85,601,806
LIABILITIES									
Accounts payable	\$	1,292,275	\$ 673,881	\$	-	\$	593,151	\$	2,559,307
Accrued liabilities		1,685,749	-		-		137,168		1,822,917
Unearned revenue		-	-		9,982,957		196,743		10,179,700
Due to other funds			 		-		396,588		396,588
Total Liabilities		2,978,024	 673,881		9,982,957		1,323,650		14,958,512
DEFERRED INFLOWS OF RESOURCES									
Unavailable revenue - mowing liens		60,905	-		-		-		60,905
Unavailable revenue - hotel occupancy taxes		-	-		-		99,847		99,847
Unavailable revenue - leased assets		1,942,472	-		-		148,723		2,091,195
Unavailable revenue - grants		-	-		-		34,571		34,571
Unavailable revenue - franchise fees		756,792	 				-		756,792
Total Deferred Inflows									
of Resources		2,760,169	 -	_			283,141		3,043,310
FUND BALANCES									
Nonspendable:									
Prepaid items		27,424	-		-		100,000		127,424
Restricted:									
Debt service		-	-		-		2,809,765		2,809,765
Public safety							289,721		289,721
Parks and recreation		-	-		-		23,405		23,405
Library		-	-		-		12,991		12,991
Economic development		-	-		-		8,739,711		8,739,711
Tourism		-	-		-		1,019,959		1,019,959
Capital projects		-	16,238,510		-		-		16,238,510
Other purposes Committed:		-	-		-		46,781		46,781
							16 540 531		16 540 521
Capital projects Debt service		- 405,527	-		-		16,548,521		16,548,521 405,527
		-	-		-		-		•
Other purposes Unassigned	_	1,025,116 20,466,098		_	(120,100)	_	(33,445)		1,025,116 20,312,553
Total Fund Balances		21,924,165	16,238,510		(120,100)		29,557,409		67,599,984
TOTAL LIABILITIES, DEFERRED INFLOWS OF									
RESOURCES AND FUND BALANCES	\$	27,662,358	\$ 16,912,391	\$	9,862,857	\$	31,164,200	\$	85,601,806

City of Burleson, Texas

Combined adjustment

Exhibit B-2

67,599,984

12,465,949

(117,560,569)

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position September 30, 2022

Total fund balances - governmental funds \$

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds. 246,838,608

Internal service funds are used by the City's management for equipment maintenance and vehicle replacement. The assets and liabilities of certain internal service funds are included with governmental activities in the Statement of Net Position but are not included at the fund level.

Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.

952,115

Long-term liabilities and related balance sheet items are not due and payable in the current period and therefore are not reported as liabilities in the funds.

Bonds payable (92,855,760) Deferred charge on refunding 666,895 (405,528) Leases payable Accrued interest payable (287,959)Compensated absences (net of ISF of \$107,660) (7,412,369)Net pension liability (net of ISF of \$615,990) (12,729,974)Deferred outflows related to pensions (net of ISF of \$311,248) 6,432,212 (6,122,305) Deferred inflows related to pensions (net of ISF of \$296,252) Total SDBF & RHP OPEB liability (net of ISF of \$244,600) (5,054,838)Deferred outflows related to SDBF & RHP OPEB (net of ISF of \$38,188) 789,204

Deferred outflows related to SDBF & RHP OPEB (net of ISF of \$38,188)

789,204

Deferred inflows related to SDBF & RHP OPEB (net of ISF of \$28,072)

(580,147)

TOTAL NET POSITION - GOVERNMENTAL ACTIVITIES _\$ 210,296,087

City of Burleson, TexasStatement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended September 30, 2022

	General	ond Funded pital Projects	со	VID Relief Grants	G	Other overnmental Funds	Go	Total overnmental Funds
REVENUES				,				,
Property taxes	\$ 22,995,972	\$ -	\$	-	\$	8,491,603	\$	31,487,575
Sales and use taxes	14,100,029	-		-		13,911,226		28,011,255
Hotel occupancy taxes	· · · · -	-		-		366,737		366,737
Franchise fees	3,743,615	-		-		50,174		3,793,789
Charges for services	3,149,498	_		-		1,907,846		5,057,344
Licenses and permits	1,421,318	_		_		-,,		1,421,318
Intergovernmental	755,523	_		1,557,116		1,019,350		3,331,989
Fines	877,635	_		-,,		71,066		948,701
Contributions and donations		_		_		995,633		995,633
Investment income (loss)	(120,108)	90,127		(120,101)		(255,231)		(405,313)
Mineral lease	(120,100)	50,127		(120,101)		618,527		618,527
Street assessments						69,999		69,999
Miscellaneous	1,052,571					789,568		1,842,139
	 	 			_		-	
Total Revenues	 47,976,053	 90,127		1,437,015		28,036,498		77,539,693
EXPENDITURES								
Current:								
General government	7,921,038	-		-		24,589		7,945,627
Public safety	27,272,278	-		913,212		591,566		28,777,056
Public works	7,049,142	-		-		309,331		7,358,473
Community development	3,231,431	-		-		2,623,861		5,855,292
Library	1,330,397	-		-		95,494		1,425,891
Parks and recreation	1,878,571	-		-		4,962,544		6,841,115
Capital outlay	316,576	7,759,172		643,903		2,941,354		11,661,005
Debt service:								
Principal retirement	59,901	-		-		7,242,571		7,302,472
Interest and fiscal	•							
agent charges	16,104	-		-		3,376,012		3,392,116
Debt issuance costs	 	 160,505		-				160,505
Total Expenditures	 49,075,438	7,919,677		1,557,115		22,167,322		80,719,552
Excess (deficiency) of revenues								
over (under) expenditures	(1,099,385)	(7,829,550)		(120,100)		5,869,176		(3,179,859)
OTHER FINANCING SOURCES (USES)								
Issuance of debt	-	8,095,000		-		-		8,095,000
Premium on debt issuance	-	675,003		-		-		675,003
Sale of capital assets	-	-		-		462,718		462,718
Transfers in	5,380,223	-		-		13,658,877		19,039,100
Transfers out	 (695,982)	 		-		(14,600,872)		(15,296,854)
Total other financing								
	4 (04 241	0.770.003				(470 277)		12.074.067
sources (uses)	 4,684,241	 8,770,003			-	(479,277)		12,974,967
Net change in fund balance	3,584,856	940,453		(120,100)		5,389,899		9,795,108
Fund balance, beginning	 18,339,309	 15,298,057				24,167,510		57,804,876
FUND BALANCE, ENDING	\$ 21,924,165	\$ 16,238,510	\$	(120,100)	\$	29,557,409	\$	67,599,984

City of Burleson, Texas

Exhibit B-4

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds to the Statement of Activities
For the Fiscal Year Ended September 30, 2022

Net change in fund balances - total governmental funds

\$ 9,795,108

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation in the current period.

Capital outlay	\$ 11,252,314	
Depreciation (net of internal service funds)	(9,675,748)	1,576,566

The net effect of various miscellaneous transactions involving capital assets (i.e., sales and donations) is reported with governmental activities.

8,056,548

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

(59,745)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

733,918

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

(8,770,003)

Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

8,054,496

Internal service funds are used by management to charge the costs of certain activities, such as equipment maintenance and vehicle replacement, to individual funds. The net revenue (expense) of certain internal service funds is reported with governmental activities.

201,194

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES

\$ 19,588,082

City of Burleson, Texas Statement of Net Position – Proprietary Funds September 30, 2022

	Business-Ty	prise Funds		
	Water & Wastewater	Nonmajor Enterprise Funds	Total	Internal Service Funds
ASSETS	•			
Current assets:				
Deposits and investments Receivables:	\$ 19,609,505	\$ 2,006,307	\$ 21,615,812	\$ 10,228,374
Accounts, net	2,981,288	333,582	3,314,870	1,594
Leases	1,058,840	-	1,058,840	-
Accrued interest	58,938	7,132	66,070	21,361
Inventories	341,004		341,004	54,943
Total current assets	24,049,575	2,347,021	26,396,596	10,306,272
Noncurrent assets:				
Restricted deposits and investments Capital assets, net	30,352,364 118,609,142	3,380,499	30,352,364 121,989,641	- 5,051,062
Total noncurrent assets	148,961,506	3,380,499	152,342,005	5,051,062
Total assets	173,011,081	5,727,520	178,738,601	15,357,334
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	275,480	6,965	282,445	_
Deferred outflows related to pensions	362,880	165,805	528,685	311,248
Deferred outflows related to OPEB (RHP & SDBF)	44,525	20,343	64,868	38,188
Total deferred outflows of resources	682,885	193,113	875,998	349,436
LIABILITIES				
Current liabilities:				
Accounts payable	1,721,784	885,854	2,607,638	264,384
Accrued liabilities	101,433	50,632	152,065	63,682
Unearned revenue	1,700	579	2,279	-
Accrued interest payable	160,765	3,426	164,191	-
Customer deposits	735,317	, -	735,317	-
Due to other funds	-	_	-	155,558
Bonds, compensated absences	4,944,608	378,674	5,323,282	76,136
Total current liabilities	7,665,607	1,319,165	8,984,772	559,760
Noncurrent liabilities:				
Bonds, compensated absences	53,539,994	815,946	54,355,940	31,524
Net pension liability	718,174	328,144	1,046,318	615,990
Total OPEB liability (RHP & SDBF)	285,173	130,299	415,472	244,600
Total noncurrent liabilities	54,543,341	1,274,389	55,817,730	892,114
Total liabilities	62,208,948	2,593,554	64,802,502	1,451,874
DEFENDED INCLORAC OF DECOLIDATE				
DEFERRED INFLOWS OF RESOURCES	1,032,701		1,032,701	
Deferred inflows related to leased assets Deferred inflows related to pensions	345,396	157,816	503,212	- 296,252
Deferred inflows related to OPEB (RHP & SDBF)	32,730	14,955	47,685	28,072
Total deferred inflows of resources	1,410,827	172,771	1,583,598	324,324
NET POSITION	02 005 400	2 206 124	05 101 522	E 051 062
Net investment in capital assets	82,895,408 305,147	2,286,124	85,181,532	5,051,062
Restricted for debt service Unrestricted	26,873,636	868,184	305,147 27,741,820	- 8,879,510
Officetricted	20,073,030	000,104	27,741,020	0,079,310
TOTAL NET POSITION	\$ 110,074,191	\$ 3,154,308	\$ 113,228,499	\$ 13,930,572
Net position of business-type activity internal service funds Adjustment to reflect activity between governmental and busi	ness-type activities		2,143,347 (678,724)	
Net position of business-type activities	/		\$ 114,693,122	

Statement of Revenues, Expenses, and Changes in Net Position - Proprietary Funds For the Fiscal Year Ended September 30, 2022

	Business-Type Activities Enterprise Funds						
	Water & Wastewater		Nonmajor Enterprise Funds			Total	Internal Service Funds
OPERATING REVENUES							
Charges for goods and services	\$	24,062,535	\$	5,299,306	\$	29,361,841	\$ 14,259,556
Penalties and interest		395,555		-		395,555	-
Miscellaneous		156,828		23,131		179,959	219,741
Mineral lease				34,699		34,699	
Total operating revenues		24,614,918		5,357,136		29,972,054	 14,479,297
OPERATING EXPENSES							
Water and wastewater services		12,837,839		-		12,837,839	-
Cost of golf operations		-		2,420,931		2,420,931	-
Cost of collecting revenues and other							
administrative expenses		2,952,938		-		2,952,938	7,196,401
Cost of cemetery operations		-		2,061		2,061	-
Cost of solid waste operations		-		3,752,644		3,752,644	-
Cost of equipment services		-		-		-	2,699,141
Materials, supplies, and cemetery lots		-		2,807		2,807	-
Depreciation		2,974,292		75,394		3,049,686	 1,432,799
Total operating expenses		18,765,069		6,253,837		25,018,906	 11,328,341
OPERATING INCOME (LOSS)		5,849,849		(896,701)		4,953,148	 3,150,956
NON-OPERATING REVENUES (EXPENSES)							
Gain on disposition of capital assets		-		167,341		167,341	424,100
Investment income (loss)		(83,768)		(28,608)		(112,376)	(84,619)
Interest and fiscal agent charges		(1,635,387)		(51,032)		(1,686,419)	 <u>-</u>
Total non-operating revenues		(1,719,155)		87,701		(1,631,454)	 339,481
INCOME (LOSS) BEFORE CAPITAL							
CONTRIBUTIONS AND TRANSFERS		4,130,694		(809,000)		3,321,694	 3,490,437
Transfers in		1,146,382		936,630		2,083,012	-
Transfers out		(809,810)		(1,015,448)		(1,825,258)	(4,000,000)
Impact fees		1,664,917		-		1,664,917	-
Capital contributions		3,372,055				3,372,055	 -
CHANGE IN NET POSITION		9,504,238		(887,818)		8,616,420	(509,563)
NET POSITION AT BEGINNING OF YEAR		100,569,953		4,042,126		104,612,079	14,440,135
NET POSITION AT END OF YEAR	\$	110,074,191	\$	3,154,308	\$	113,228,499	\$ 13,930,572
Adjustment to reflect the consolidation of internal service fu	ınd activiti	es related to ent	erpris	e funds			 (710,758)
Change in net position of business-type activities							\$ 7,905,662

City of Burleson, Texas Statement of Cash Flows - Proprietary Funds For the Fiscal Year Ended September 30, 2022

	Business-Ty	Governmental Activities		
	Water & Wastewater	se Funds Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
	wastewater	Litter prise i drids	T drids	i unus
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 24,492,471	\$ 5,443,619	\$ 29,936,090	\$ -
Refunds of customer deposits	68,351	(17,589)	50,762	-
Receipts from interfund services provided	-	-	-	14,349,546
Payments to suppliers and service				
providers	(9,283,872)	(4,522,970)	(13,806,842)	(7,465,748)
Payments to employees for salaries and	(2.100.105)	(4 200 227)	(2.200.242)	(2.205.656)
benefits	(2,189,105)	(1,209,237)	(3,398,342)	(2,285,656)
Payments to other funds for services provided	(4,100,708)	_	(4,100,708)	_
Other receipts	(4,100,708)	58,409	58,409	219,741
·				
Net cash provided by (used in)	0.007.107	(247.760)	0.720.260	4.017.002
by operating activities	8,987,137	(247,768)	8,739,369	4,817,883
CASH FLOWS FROM NONCAPITAL				
FINANCING ACTIVITIES				
Payments from other funds	1,146,382	936,630	2,083,012	-
Payments to other funds	(809,810)	(1,015,448)	(1,825,258)	(3,844,442)
Net cash provided by (used in) noncapital				
financing activities	336,572	(78,818)	257,754	(3,844,442)
•				
CASH FLOWS FROM CAPITAL AND				
RELATED FINANCING ACTIVITIES		100 202	100 202	424.100
Receipts from sale of capital assets	- (4.475.000)	180,392	180,392	424,100
Principal paid on bonds Interest payments on bonds	(4,475,000) (1,436,024)	(339,357) (32,106)	(4,814,357) (1,468,130)	-
Proceeds of bond issuance	5,610,000	(32,100)	5,610,000	_
Impact fees	1,664,917	_	1,664,917	_
Acquisition of capital assets	(5,824,411)	(674,436)	(6,498,847)	(2,459,110)
Net cash provided by capital and				
related financial activities	(4,460,518)	(865,507)	(5,326,025)	(2,035,010)
CASH FLOWS FROM INVESTING ACTIVITIES				
	(122.026)	(22.007)	(167 722)	(102.654)
Interest received (paid) Net cash used in investing activities	(133,826)	(33,897)	(167,723)	(102,654)
activities	(133,826)	(33,897)	(167,723)	(102,654)
	(22/2 2/	(,,	(1 / 1/	(2 / 2 / 2
Net increase (decrease) in cash and	4 700 065	(4.225.222)	2 502 275	(4.464.222)
cash equivalents	4,729,365	(1,225,990)	3,503,375	(1,164,223)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR				
(including restricted deposits and investments				
of \$27,890,949 in the water and wastewater				
fund and \$82,845 in nonmajor enterprise funds)	45,232,504	3,232,297	48,464,801	11,392,597
CASH AND CASH EQUIVALENTS - END OF YEAR				
(including restricted deposits and investments				
of \$13,742,661 in the water and wastewater				
fund and \$0 in nonmajor enterprise funds)	\$ 49,961,869	\$ 2,006,307	\$ 51,968,176	\$ 10,228,374

City of Burleson, Texas Statement of Cash Flows - Proprietary Funds - Continued For the Fiscal Year Ended September 30, 2022

	Business-Type Activities Enterprise Funds							Governmental Activities	
				Total		Internal			
		Water &	N	lonmajor		Enterprise		Service	
	V	Vastewater	Ente	rprise Funds		Funds		Funds	
Reconciliation of operating income (loss)									
to net cash provided by (used in) operating activities:									
Operating income (loss)	\$	5,849,849	\$	(896,701)	\$	4,953,148	\$	3,150,956	
Depreciation		2,974,292		75,394		3,049,686		1,432,799	
Change in operating assets and liabilities:									
(Increase) decrease in accounts									
receivable		(96,308)		144,892		48,584		89,990	
(Increase) decrease in leases receivable		(1,058,840)		-		(1,058,840)		-	
(Increase) decrease in inventories		14,369		35,567		49,936		(21,671)	
(Increase) decrease in deferred outflows									
related to pension		(117,505)		(40,335)		(157,840)		(112,419)	
(Increase) decrease in deferred outflows									
related to OPEB		8,057		6,544		14,601		4,418	
Increase (decrease) in accounts payable		133,821		519,881		653,702		227,838	
Increase (decrease) in accrued liabilities		33,675		5,946		39,621		11,401	
Increase (decrease) in unearned revenue		1,700		579		2,279		-	
Increase (decrease) in deposits payable		66,651		(17,589)		49,062		-	
Increase (decrease) in compensated									
absences		63,979		(48,021)		15,958		(96,310)	
Increase (decrease) in net pension									
liability and total OPEB liability		(161,034)		(136,952)		(297,986)		(82,921)	
Increase (decrease) in deferred inflows									
related to leased assets		1,032,701		-		1,032,701		-	
Increase (decrease) in deferred inflows									
related to pension		215,961		91,631		307,592		191,370	
Increase (decrease) in deferred inflows									
related to OPEB		25,769		11,396		37,165		22,432	
Net cash provided by (used in)									
operating activities		8,987,137		(247,768)		8,739,369		4,817,883	
•				(, , , , , ,				, , , , , , , ,	
Noncash capital and related financing activities:									
Contributions from developers		3,372,055		-		3,372,055		-	
Total noncash capital and		2 272 055	_		+	2 272 255	_		
related financing activities	\$	3,372,055	\$	-	\$	3,372,055	\$	-	



City of Burleson, Texas

Notes to the Financial Statements

Note 1. Summary of Significant Accounting Policies

The City's major operations include public safety, public works, culture, recreation, and community development. In addition, the City owns and operates a water and wastewater system, solid waste system, a golf course, and a cemetery.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governmental units. The following is a summary of more significant policies.

A. Reporting Entity

The City of Burleson, Texas (the "City") Home Rule Charter was adopted by the voters at an election held on April 5, 1969. The City operates under a Council-Manager form of government. As required by the accounting principles generally accepted in the United States of America, the basic financial statements present the City (primary government) and its component units.

The Burleson Community Service Development Corporation ("BCSDC") was incorporated June 25, 1993 as a nonprofit industrial development corporation under the Development Corporation Act of 1979 ("Act"). The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. This includes the construction and renovation of municipal buildings and other facilities. Although it is legally separate from the City, the BCSDC is reported as if it were part of the primary government (blended) because its Board of Directors is substantively the same as the City Council. Separate financial statements for the BCSDC are not available.

The Burleson 4A Economic Development Corporation (the "4A Corporation") was incorporated September 28, 2000. The Corporation as organized is to promote and provide for economic development within the City and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City by developing, implementing, providing, and financing projects under the Act and as defined in Section 4A of the Act. Although it is legally separate from the City, the 4A Corporation is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for the 4A Corporation are not available.

Tax Increment Finance Reinvestment Zone Number Two (TIF 2) was formed to finance and make public improvements serving only the City, under the authority of the Tax Increment Financing Act. The TIF is governed by a five-member board of directors, of which four members are appointed by the City Council. Although it is legally separate from the City, the TIF is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for TIF 2 are not available.

Tax Increment Finance Reinvestment Zone Number Three (TIF 3) was formed to finance and make public improvements serving only the City, under the authority of the Tax Increment Financing Act. The TIF is governed by a five-member board of directors, of which four members are appointed by the City Council. Although it is legally separate from the City, the TIF is reported as a blended component unit because its Board of Directors is substantively the same as the City Council. Separate financial statements for TIF 3 are not available. The TIF was terminated and the board of directors dissolved effective July 5, 2022.

B. Basic Financial Statements

The basic financial statements include both government-wide financial statements (based on the City as a whole) and fund financial statements. The focus is on either the City as a whole or major individual funds (within the fund financial statements). Both the government-wide and fund financial statements categorize activities as either governmental or business-type activities.

The government-wide Statement of Net Position is, (a) presented for the primary government distinguishing between the governmental and business-type activities columns, and (b) reflected on a full accrual economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable within a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the respective fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to what is being measured and basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the time of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, sales taxes, hotel occupancy taxes and investment income (including unrealized gains and losses) are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred, all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The <u>General Fund</u> is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

The <u>Bond-Funded Capital Projects Fund</u> is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The <u>COVID Relief Grants Fund</u> - This fund accounts for the resources received from federal and state agencies to be used to react to the COVID-19 pandemic.

The City reports the following major enterprise fund:

The <u>Water/Wastewater Fund</u> is used to account for the provision of water and sewer services to residents of the City and certain nonresidents. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt service and billing and collection.

Internal Service Funds are used to account for goods and services provided to City departments such as equipment and information technology services, the purchase of vehicles and equipment, and health self-insurance program.

Generally, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and wastewater fund and various other funds of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various funds concerned.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Deposits and Investments

Substantially all operating deposits and investments are maintained in pooled deposit and investment accounts. Investment income relating to pooled deposits and investments is allocated to the individual funds primarily based on each fund's pro rata share of the total deposits and investments. For purposes of cash flows, the City considers cash on hand, demand deposits, and investments with original maturities of three months or less to be cash equivalents.

Legal provisions generally permit the City to invest in direct obligations of the Federal government, municipal investment pools and interest-bearing deposit accounts. During the year ended September 30, 2022, the City did not own any types of securities other than those permitted by state law.

2. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the noncurrent portion of inter-fund loans). All other outstanding balances between funds are reported as due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reports in the government-wide financial statements as "internal balances."

3. Receivables - Property Taxes

All trade and property tax receivables are shown net of an allowance for uncollectible receivables. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible receivables. The net property tax receivable is comprised of the property tax revenues collected within 60 days after year end. The City believes amounts remaining uncollected at sixty days after year-end are generally uncollectible.

The City's property taxes are levied on October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the City. Assessed values are established at 100% of estimated market value. The assessed value, net of exemptions, upon which the fiscal year 2022 levy was based, was approximately \$4,781,489,823. Property taxes attach as an enforceable lien on property as of January 1. Taxes are due by January 31 following the October 1 levy date and are considered delinquent after January 31 of each year.

General property taxes are limited by the Texas Constitution to \$2.50 per \$100 assessed valuation. The City's Home Rule Charter authorizes assessment, levy, and collection of property taxes: a) at a rate not exceeding \$1.00 per \$100 of assessed valuation for the purpose of paying the general governmental operating costs of the City and b) at a rate sufficient to pay the principal and interest on bonds of the City. The City's combined tax rate for the year ended September 30, 2022 was \$0.6859 per \$100 of assessed valuation.

4. Lease Receivable - Lessor

The City is a lessor for noncancelable leases of property and equipment. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.

Lease payments included in the measurement of the lease receivable are composed of fixed payments from the lessee, variable payments from the lessee that are fixed in substance or that depend on an index or a rate, residual value guarantee payments from the lessee that are fixed in substance, and any lease incentives that are payable to the lessee.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

5. Inventories

All inventories are valued using the average cost method. Inventories of governmental funds are recorded as expenditures when consumed rather that when purchased.

6. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

7. Restricted Assets

Certain bond proceeds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants.

8. Capital Assets

Capital assets, which include land, buildings, improvements, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), purchased or acquired, are carried at historical cost, or estimated historical cost if historical cost is not available. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed. A capitalization threshold of \$5,000 is used for all capital assets. Depreciation on capital assets is calculated on the straight-line basis over the following estimated useful lives. Right-to-use assets are amortized over the shorter of the useful life or duration of the lease using the straight-line method.

Buildings	30 - 50 Years
Machinery and equipment	5 - 30 Years
Vehicles	5 - 30 Years
Water and sewer system	50 Years
Improvements other than building	20 Years
Infrastructure	15 - 40 Years

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest accrued during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

9. Compensated Absences

Vacation and sick leave are granted to City employees in varying amounts. The City accrues vacation benefits as they are earned. In the event of termination, an employee is reimbursed for accumulated unused vacation days if the employee has at least six months service. The City's policy regarding unused sick leave allows terminated employees with at least five years of service to receive reimbursement of accumulated unused sick leave.

10. <u>Leases Payable - Lessee</u>

The City is a lessee for noncancelable leases of equipment. The City recognizes a lease liability, reported with long-term debt, and a right-to-use lease asset, reported with other capital assets, in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.
- Lease payments included in the measurement of the liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, purchase option price that the City is reasonably certain to exercise, lease incentives receivable from the lessor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

11. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

12. Other Post-Employment Benefits

TMRS Supplemental Death Benefits Fund. The City participates in the Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF), which is an optional single employer defined benefit life insurance plan that is administered by TMRS. It provides death benefits to active and, if elected, retired employees of participating employers. For purposes of measuring the total TMRS SDBF OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest on the TOL, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary.

13. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refunding A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension and OPEB contributions after measurement date These contributions are deferred and recognized in the following fiscal year.
- Changes in actuarial assumptions and other inputs This difference is deferred and recognized over the
 estimated average remaining lives of all members determined as of the measurement date.
- Difference in expected and actual economic experience is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following types of items that qualify for reporting in this category.

- Difference in projected and actual earnings on pension assets This difference is deferred and amortized over a closed five-year period.
- Changes in actuarial assumptions and other inputs This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference in expected and actual economic experience This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

Unavailable revenue is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available

14. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. To calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are applied.

It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

15. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). To calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

16. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council has by resolution authorized the City Manager to assign fund balance. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

It is the goal of the City that unassigned fund balance of the General Fund should be at least 20% of General Fund annual expenditures. This percentage is the equivalent of 73 days of expenditures. To adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will take action to reduce the fund balance if the unassigned fund balance grows beyond 90 days of expenditures. At September 30, 2022, the General Fund unassigned fund balance equated to 152 days of expenditures.

E. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

2. Proprietary Funds Operating And Nonoperating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with proprietary fund's principal ongoing operations. The principal operating revenues of enterprise funds and internal service funds are charges to customers for sales and services.

Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

F. <u>Budgetary Information</u>

Budget Policy – Prior to September 1, the City Manager submits to the City council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them. The proposed budget and all supporting schedules are filed with the City Secretary when submitted to the City Council. Public hearings are conducted to obtain taxpayer comments. Prior to September 30, the budget is adopted by affirmative vote of a majority of the members of the City Council.

Annual operating budgets are prepared on a budgetary basis for the General Fund, Debt Service funds and all special revenue funds except for the Grants Fund, COVID Relief Grants Fund, and Other Special Revenue Funds. Budgetary data for capital projects funds is budgeted over the life of the respective project and not on an annual basis.

Budgetary Data – Budget amounts presented in the required supplementary information reflect the original budget and the amended budget, which has been adjusted for legally authorized revisions to the annual budget during the year. Appropriations, except remaining project appropriations and encumbrances, lapse at the end of each fiscal year.

G. Accounting Pronouncements

The Government Accounting Standards Board (GASB) pronouncements effective in fiscal years 2022 and beyond are listed below:

GASB Statement No. 87, Leases (GASB 87), establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2019; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 87 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 87 was implemented in the City's 2022 financial statements with no impact to amounts reported under previous standards.

GASB Statement No. 91, Conduit Debt Obligations (GASB 91), provides a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with 1) commitments extended by issuers, 2) arrangements associated with conduit debt obligations, and 3) related note disclosures. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2020; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 91 to reporting periods beginning after December 15, 2021, with earlier application encouraged. GASB 91 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined.

GASB Statement No. 92, Omnibus 2020 (GASB 92), enhances comparability in accounting and financial reporting by addressing practice issues that have been identified during implementation and application of certain GASB pronouncements. The requirements for parts of this statement were originally effective for reporting periods beginning after June 15, 2020; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 92 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 92 was implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported.

GASB Statement No. 93, Replacement of Interbank Offered Rates (GASB 93), addresses accounting and financial reporting implications that result from the replacement of an Interbank Offered Rate (IBOR). The requirements of this statement were originally effective for reporting periods beginning after June 15, 2020; however, issuance of GASB Statement No. 95, Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95), extended the effective date of GASB 93 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 93 was implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported.

GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements (GASB 94), improves financial reporting by addressing issues related to public-private and public-public partnership arrangements and provides guidance for accounting and financial reporting for availability payment arrangements. The requirements of this statement are effective for reporting periods beginning after June 15, 2022, with earlier application encouraged. GASB 94 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined.

GASB Statement No. 96, Subscription-Based Information Technology Arrangements (GASB 96), provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. This statement 1) defines a SBITA; 2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset - and a corresponding subscription liability; 3) provides the capitalization criteria for outlays other than subscription payments; and 4) requires note disclosures regarding a SBITA. The requirements of this statement are effective for reporting periods beginning after June 15, 2022, with earlier application encouraged. GASB 96 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined.

GASB Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans (GASB 97), increases consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform. It also provides for 1) mitigation of costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements and 2) enhances the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans that meet the definition of a pension plan and for benefits provided through those plans. The requirements of paragraph 4 of this statement are were effective immediately upon issuance in June 2020. All other requirements of this statement are effective for reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 97 was implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported.

GASB Statement No. 99, Omnibus 2022 (GASB 99), enhances comparability in accounting and financial reporting and improves consistency of authoritative literature by addressing 1) practice issues that have been identified during implementation and application of certain GASB statements and 2) accounting and financial reporting for financial guarantees. The requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63 are effective upon issuance. These requirements were implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported. The requirements related to leases were implemented in the City's fiscal year 2022 financial statements in conjunction with GASB 87 as discussed above. The requirements related to PPPs and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. These requirements for GASB 99 will be implemented in the City's fiscal year 2023 financial statements and the impact has not yet been determined. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. The requirements for GASB 99 will be implemented in the City's fiscal year 2024 financial statements and the impact has not yet been determined.

GASB Statement No. 100, Accounting Changes and Error Corrections (GASB 100), enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement 1) defines accounting changes and corrections of errors; 2) prescribes the accounting and financial reporting for each type of accounting change and error corrections; and 3) clarifies required note disclosures. The requirements of this statement are effective for reporting periods beginning after June 15, 2023, with earlier application encouraged. GASB 100 will be implemented in the City's fiscal year 2024 financial statements and the impact has not yet been determined.

GASB Statement No. 101, Compensated Absences (GASB 101), improves the information needs of financial statements users by updating the recognition and measurement guidance for compensated absences under a unified model and amending certain previously required disclosures. The requirements of this statement are effective for reporting periods beginning after December 15, 2023, with earlier application encouraged. GASB 101 will be implemented in the City's fiscal year 2025 financial statements and the impact has not yet been determined.

H. Oil and Gas Royalties

The City receives royalties related to various oil and gas leases for which the City acts as lessor. The royalties are generally payable to the City when production begins at the lease site, and revenue is recognized at the time the royalty is earned and considered measurable and available if received within 60 days of year-end.

Note 2. Cash and Investments

A. Cash Deposits with Financial Institutions

State statutes authorize the City's cash to be deposited in demand deposits, time deposits, or certificates of deposit, and require that all deposits be fully collateralized or insured.

Custodial Credit Risk – Deposits. Custodial credit risk for deposits is the risk that, in the event of failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The City's policy requires that all deposits with financial institutions must be collateralized to the extent not protected by FDIC insurance.

At September 30, 2022, the carrying amount of the City's deposits was \$36,163,660. The bank balances were entirely covered either by Federal Depository Insurance or by collateral held by the City's agent in the City's name.

B. Investments

In accordance with the Texas Public Funds Investment Act (PFIA) and the City's investment policy, the City invests in:

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. Direct obligations of the State of Texas or its agencies and instrumentalities.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.
- d. Obligations of states, agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Financial institution deposits that, are issued by a state or national bank that a) has its main office or a branch office in Texas and is guaranteed or insured by the FDIC or its successor, b) is secured by obligations in a manner and amount provided by law and this Investment Policy for deposits of the City, or c) is placed in a manner that meets the requirements of the PFIA.
- f. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Repurchase Agreement must be signed by the counter-party prior to investment in a repurchase agreement. All repurchase agreement transactions must have a market value of purchased securities greater than or equal to 102 percent of the total balance of the agreement.
- g. Money Market Mutual funds that: (1) are registered and regulated by the Securities and Exchange Commission, (2) seek to maintain a net asset value of \$1.0000 per share, and (3) are rated AAA by at least one nationally recognized rating service.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles, which provides a framework for measuring fair value by establishing a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a
 government can access at the measurement date.
- Level 2 inputs are inputs—other than quoted prices included within Level 1—that are observable for an
 asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

As of September 30, 2022, the City had the following cash and investments:

	Sept	ember 30,2022	(Level 1)		(Level 2)	(Level 3)	Percent of Total Investment Portfolio	Weighted Average Maturity (Days)*
Cash Investments measured at net asset value/amortized cost per share: Investment pools:	\$	36,171,500	\$ -	\$	-	\$ -	N/A	N/A
TexPool LOGIC		8,895,389 34,600,919	- -		-	-	8.7% 33.9%	25 19
Investments by fair value level: Debt securities: Municipal bonds		58,495,864	 		58,495,864	 	57.4%	356
Total investments		101,992,172	 <u> </u>	_	58,495,864	 		
Total cash and investments	\$	138,163,672	\$ 	\$	58,495,864	\$ 		

^{*} Portfolio weighted average maturity (days) = 213

Investment Pools

Investment pools are not categorized as to investment risk since specific securities relating to the City cannot be identified. Under the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. through an agreement with the State of Texas Comptroller of Public Accountants. The State Comptroller is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company authorized to operate TexPool. TexPool investment pools are measured at amortized cost.

Under the LOGIC Participation Agreement, administrative and investment services to LOGIC are provided by Hilltop Securities, Inc. and JP Morgan Asset Management, Inc. as co-administrators. The administrators settle all trades for LOGIC and secure and value its assets every day. The fair value of the City's position in these pools is the same as the value of the pool shares. LOGIC investment pool is measured at net asset value.

The City's investment pools each have a redemption notice period of one day and may redeem daily. The investment pools' authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool's liquidity.

Interest income (loss) includes realized and unrealized gains and losses on investments during the fiscal year. The calculation of realized gains and losses is independent of the calculation of the change in fair value of investments. Realized gains and losses of the current year include the cumulative effects of unrealized gains and losses incurred in prior years as a result of changes in fair value. For the fiscal year ended September 30, 2022, net investment income (loss) includes \$849,443 in realized gains resulting from the City's sale and/or redemption of its investments and \$1,451,359 in unrealized losses resulting from non-cash, temporary changes in fair value that are expected to smooth out over the long term life of the investments.

Credit Risk and Concentration of Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized rating agency.

The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration risk, the risk of loss attributed to the magnitude of investment in a single issuer, by limiting investments to the safest types of issuers, pre-qualifying the financial institutions and brokers/dealers with which the City will do business, and diversifying the investment portfolio so that potential losses on individual issuers will be minimized, as appropriate.

Local government investment pools in Texas are required to be rated AAA or equivalent by at least one nationally recognized securities rating organization. As of September 30, 2022, the City's investments in investment pools were all rated AAAm by Standard & Poor's.

Interest Rate Risk

The City will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates. The City will structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity; invest funds primarily in certificates of deposit, shorter term securities, financial institution deposits, or money market mutual funds and local government investment pools whose investment objectives include maintaining a stable \$1.00 net share value; and diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

Safekeeping and Custodial Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. The City shall approve all third party custodians for the holding of securities pledged to the City as collateral to secure financial institution deposits.

Collateral Policy

The City has established a collateral policy in compliance with Government Code Chapter 2257, Public Funds Collateral Act. Deposits secured with irrevocable letters of credit shall have 100% of principal plus anticipated interest of the deposit, less any amount insured by the FDIC. Deposits secured with pledged marketable securities shall have a market value 13 equal to or greater than 102% of the principal plus accrued interest of the deposit, less any amount insured by the FDIC. All deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as City Depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including: the agreement must be in writing, the agreement has to be executed by the Depository and City contemporaneously with the acquisition of the asset, the agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City, and the agreement must be part of the Depository's "official record" continuously since its execution.

Note 3. Receivables and Deferred Inflows of Resources

Receivables as of September 30, 2022 for the City's individual major funds, and nonmajor funds in the aggregate, including the applicable allowances for uncollectible amounts, are as follows:

	Governmental Funds							
	General	Bond Funded Capital Projects	COVID Relief Grants	Other Nonmajor Governmental Funds	Total Governmental Funds			
Receivables: Taxes Accounts Leases Intergovernmental Interest	642,65 1,498,63 1,877,82 2,420,28 	8 - 3 - 1 -	\$ - - - - 200 22,660	\$ 183,309 46,022 152,460 2,698,859 65,529	\$ 825,960 1,544,660 2,030,283 5,119,140 117,357			
Gross receivables	6,467,56	1 1,00	22,660	3,146,179	9,637,400			
Less: allowance for uncollectibles	(642,65	1)		(39,635)	(682,286)			
Net total receivables	\$ 5,824,91	0 \$ 1,00	90 \$ 22,660	\$ 3,106,544	\$ 8,955,114			
Deferred inflows of resources: Mowing liens Hotel occupancy taxes Leases Grants Franchise fees	\$ 60,90 - 1,942,47 - 	2 - -	\$ - - - - -	\$ - 99,847 148,723 34,571 	\$ 60,905 99,847 2,091,195 34,571 756,792			
Total deferred inflows	\$ 2,760,16	9 \$ -	<u> </u>	\$ 283,141	\$ 3,043,310			
Receivables:		Water and Wastewater	Enterprise Funds Other Non-major	Enterprise Funds Total	Internal Service Funds			
Accounts Unbilled Leases Interest		\$ 1,849,445 1,196,330 1,058,840 58,938	\$ 307,417 54,786 - 7,132	\$ 2,156,862 1,251,116 1,058,840 66,070	\$ 1,594 - 21,361 54,943			
Gross receivables		4,163,553	369,335	4,532,888	77,898			
Less: allowance for for uncollectibles		(64,487)	(28,621)	(93,108)				
Net total receivables		\$ 4,099,066	\$ 340,714	\$ 4,439,780	\$ 77,898			

Leases Receivable

The City has entered into multiple lease agreements as lessor. The leases allow the right-to-use of land, buildings, and infrastructure to other organizations over the term of the lease. The City receives annual and monthly payments at the interest rate stated or implied within the leases. The interest rates for these leases is 3.5%. As of September 30, 2022, the City has \$1,877,823 remaining in lease receivables and \$1,942,472 remaining in deferred inflows recorded in the General Fund, \$152,460 remaining in lease receivables and \$148,723 remaining in deferred inflows recorded in the Nonmajor Governmental Funds, and \$1,058,840 remaining in lease receivables and \$1,032,701 remaining in deferred inflows recorded in the Water and Wastewater Fund.

As of September 30, 2022, expectation of lease receipts through the expiration of all leases is as follows:

		Lease Principal	Lease Interest			Totals
2023 2024 2025 2026 2027 2028-2032 2033-2037 2038-2042	\$	38,722 45,013 50,961 56,914 63,255 432,909 596,622 745,887	\$	70,911 69,538 67,945 66,155 64,157 282,106 194,953 74,439	\$	109,633 114,551 118,906 123,069 127,412 715,015 791,575 820,326
Total governmental activities	\$ 2,030,283		\$	\$ 890,204		2,920,487
		Lease Principal		Lease Interest		Totals
2023 2024 2025 2026 2027 2028-2032 2033-2037 2038-2042 2043-2047 2048-2052	\$	10,647 12,475 14,412 16,462 18,631 130,263 205,877 304,010 165,638 180,425	\$	36,894 36,493 36,025 35,488 34,878 162,343 133,334 89,229 46,159 14,310	\$	47,541 48,968 50,437 51,950 53,509 292,606 339,211 393,239 211,797 194,735
Total business-type activities	\$	1,058,840	\$	625,153	\$	1,683,993

Note 4. Capital Assets

Capital asset activity for the year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Governmental activities: Capital assets not being depreciated or amortized:			. (225.525)		40.040.750
Land Construction in progress Historical/Artwork collections	\$ 38,300,084 8,348,994 45,000	\$ 2,239,311 9,468,881 	\$ (226,626) - -	(11,389,436)	\$ 40,312,769 6,428,439 45,000
Total capital assets not being depreciated or amortized	46,694,078	11,708,192	(226,626)	(11,389,436)	46,786,208
Capital assets being depreciated or amortized: Buildings and improvements Improvements other than buildings Infrastructure Vehicles Machinery and equipment	55,430,861 51,149,127 183,332,227 9,207,657 18,302,556	112,349 858,779 6,812,057 952,969 1,613,017	(599,520) - - - (363,944) (55,592)	- 3,449,256 7,698,991 - 241,189	54,943,690 55,457,162 197,843,275 9,796,682 20,101,170
Total capital assets being depreciated or amortized	317,422,428	10,349,171	(1,019,056)	11,389,436	338,141,979
Less accumulated depreciation/amortization for: Buildings Improvements other than buildings Infrastructure Vehicles Machinery and equipment	(12,662,719) (15,491,684) (75,339,575) (6,688,250) (13,631,590)	(1,107,518) (2,069,342) (5,500,704) (876,865) (1,306,131)	419,950 - - - 320,824 55,592	: : : :	(13,350,287) (17,561,026) (80,840,279) (7,244,291) (14,882,129)
Total accumulated depreciation/amortization	(123,813,818)	(10,860,560)	796,366		(133,878,012)
Total capital assets being depreciated or amortized, net	193,608,610	(511,389)	(222,690)	11,389,436	204,263,967
Governmental activities capital assets, net	\$ 240,302,688	\$ 11,196,803	\$ (449,316)	\$ -	\$ 251,050,175
	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Business-type activities: Capital assets not being depreciated: Land Construction in progress	\$ 5,397,686 8,667,367	\$ 26,028 6,334,264	\$ (10,000)	\$ - (5,936,285)	\$ 5,413,714 9,065,346
Total capital assets not being depreciated	14,065,053	6,360,292	(10,000)	(5,936,285)	14,479,060
Capital assets being depreciated: Water systems Wastewater systems Infrastructure Buildings and improvements Machinery and equipment Vehicles Intangible assets	73,904,274 59,047,105 30,524 7,499,818 876,573 3,218,657 3,047,865	1,782,354 1,670,717 - - 57,538 250,200	(8,247) (127,990) (314,341)	2,800,447 3,024,786 - - 111,052 - -	78,487,075 63,742,608 30,524 7,491,571 917,173 3,154,516 3,047,865
Total capital assets being depreciated	147,624,816	3,760,809	(450,578)	5,936,285	156,871,332
Less accumulated depreciation for: Water systems Wastewater systems Infrastructure Buildings and improvements Machinery and equipment Vehicles Intangible assets Capitalized interest	(20,810,605) (15,728,025) (30,524) (4,275,691) (834,521) (2,291,102) (1,610,368)	(1,569,723) (1,230,636) - (156,605) (32,657) (248,014) (60,05)	- - 5,196 127,990 224,094 -		(22,380,328) (16,958,661) (30,524) (4,427,100) (739,188) (2,315,022) (1,670,433)
Total accumulated depreciation	(45,580,836)	(3,297,700)	357,280		(48,521,256)
Total capital assets being depreciated, net	102,043,980	463,109	(93,298)	5,936,285	108,350,076
Business-type activities capital assets, net	\$ 116,109,033	\$ 6,823,401	\$ (103,298)	\$ -	\$ 122,829,136

Because the City maintains an internal service fund solely for the purpose of servicing business-type activities of the City, capital assets in this schedule are not equal to those reported in the statement of net position for proprietary funds. The net value of capital assets in the Proprietary Vehicle Replacement fund is \$839,495 and is included in the above schedule.

Depreciation and amortization expense was charged to functions/programs as follows:

Governmental activities:		
General government	\$	614,101
Public safety		1,696,443
Public works, which includes the depreciation of general infrastructure assets		7,316,352
Parks and recreation		1,233,664
Total governmental activities depreciation and amortization	\$	10,860,560
Business-type activities:		
Water and wastewater	\$	2,974,292
Golf course		64,307
Solid waste disposal and collection		462
Cemetery		10,625
Vehicle replacement fund		248,014
Total business-type activities depreciation	_ \$	3,297,700

Note 5. Leases Payable

The City has entered into a lease agreement as a lessee. The leases allow the right-to-use assets over the term of the lease. The City is required to make payments at its incremental borrowing rate or the interest rate stated or implied within the leases. The lease rate, term and ending lease liability are as follows:

_	Interest Rate	iability at mencement	Lease Term in Years	ling Balance nber 30, 2022
Machinery and equipment	3.46%	\$ 465,427	2023-2028	\$ 405,528
Total governmental activities				\$ 405,528

The future principal and interest lease payments as of fiscal year end are as follows:

	Lease Principal		Lease Interest		 Totals	
2023	\$	61,973	\$	14,031	\$ 76,004	
2024		64,118		11,887	76,005	
2025		66,336		9,668	76,004	
2026		68,631		7,373	76,004	
2027		71,006		4,999	76,005	
2028-2032		73,464		2,542	76,006	
Total governmental activities	\$	405,528	\$	50,500	\$ 456,028	

The value of the right-to-use leased assets as of the end of the current fiscal year was \$631,520 and had accumulated amortization of \$221,032.

Note 6. Interfund Balances and Transactions

A. Interfund Receivables/Payables

The composition of interfund balances as of September 30, 2022, is as follows:

Receivable Fund	Payable Fund		Total
General Fund General Fund	Nonmajor Governmental Internal Service Funds	\$	396,588 155,558
Total		_ \$	552,146

The outstanding balances between funds result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. Interfund receivables/payables are recorded between the governmental activities and business type activities in the government wide statement of net position resulting from allocation of interfund charges.

B. Interfund Transfers

Interfund transfers during the year ended September 30, 2022, were as follows:

Transfers Out: Transfers in:		 Amount
Nonmajor Governmental Water & Wastewater Internal Service Funds	General Fund General Fund General Fund	\$ 1,570,413 809,810 3,000,000
General Fund Internal Service Funds	Water & Wastewater Water & Wastewater	146,382 1,000,000
Nonmajor Governmental General Fund Nonmajor Enterprise	Nonmajor Enterprise Nonmajor Governmental Nonmajor Governmental	936,630 549,600 1,015,448
Nonmajor Governmental	Nonmajor Governmental	 12,093,829
Total		\$ 21,122,112

Transfers are used to (1) move revenues collected in the special revenue funds to finance various programs in accordance with budgetary authorizations, (2) move receipts restricted for debt service from the funds collecting the receipts to a debt service fund as debt service payments become due, (3) transfer additional funds to the golf course, (4) pay the water and solid waste utilities' payments in lieu of taxes, (5) transfer excess fund balance from internal service funds to the general fund, (6) and transfer fund balance from special revenue funds to capital projects funds for land purchase. In the government-wide financial statements, interfund transfers are eliminated within the governmental activities column and business-type column, as appropriate.

C. Cost Reimbursements

The cost of the City's central general and administrative services is allocated to the designated special revenue and enterprise funds. These costs are reported as interfund services provided and used rather than interfund transactions and are treated as revenues in the General fund and expenses (expenditures) in the other funds. Interfund services provided and used are "arms-length" transactions between departments or funds that would be treated as revenues, expenditures, or expenses if they were with an external organization. The distinguishing aspects of interfund services provided and used are that each department or fund both gives and receives consideration.

Significant cost reimbursements made to the General Fund during the year were as follows:

Fund	 Amount
Water and Wastewater 4A Corp Special Revenue BCSDC Special Revenue Municipal Court	\$ 1,752,134 366,203 15,450 37,327
Parks Performance Fund Hotel Motel Golf Course Solid Waste	 359,838 27,583 125,925 305,148
Total	\$ 2,989,608

D. Franchise Fees

The City's enterprise funds, which use the public rights-of-way, pay franchise fees to the General Fund as if they were organizations separate from the City. These fees are not taxes but are compensation to the City for the use of the City's streets and public rights-of-way. These payments are reported as interfund services provided and used rather than interfund transactions and are treated as revenue (reported as franchise fees) in the General Fund and expenses in the enterprise funds. Such fees paid during the year were:

Fund	Amount
Water and Wastewater Solid Waste	\$ 963,074 265,000
Total	\$ 1,228,074

E. Payments in Lieu of Property Taxes

For fiscal year 2022, the Water and Wastewater fund made a \$809,810 payment in lieu of property taxes to the General Fund. The payment is calculated by applying the City's property tax rate to the net book value of the enterprise fund's capital assets and is included in property tax revenue in the General Fund.

Note 7. Long Term Debt and Obligations

The City issues general obligation bonds and certificates of obligation for the purpose of providing funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation are issued for both governmental activities and business-type activities and are direct obligations issued on a pledge of the general taxing power for payment of the debt obligations of the City.

In the current year, the City issued Series 2022 Combination Tax and Revenue Certificates of Obligation in the amount of \$12,340,000, split between the governmental activities and business-type activities. The bonds carry interest rates ranging from 4% to 5% and the proceeds will be used for the construction of improvements and extensions to the City's water and wastewater system, the construction, installation, and equipment of park and recreational improvements in the City, including parking and related infrastructure, the construction, installation, and equipment of public safety facilities in the City, the construction, installation and equipment of City facilities and offices within tax increment revenue zone number two, and paying the legal, fiscal, design, and engineering fees in connection with such projects and the certificates.

In the current year, the City issued Series 2022 General Obligation Bonds in the amount of \$1,365,000. The bonds carry interest rates ranging from 4% to 5% and the proceeds will be used for designing, constructing, reconstructing, improving, extending, expanding, upgrading and developing streets, roads, bridges, thoroughfares and related improvements in the City, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way, and the costs of issuance of the bonds.

Water and sewer revenue bonds are issued for the purpose of financing the acquisition and construction of major capital improvements for the water and sewer system and related facilities secured by a pledge of the net revenues of the water and sewer system.

Long-term debt transactions, including current portion, for the year ended September 30, 2022, are summarized as follows:

	 Beginning Balance	 Increased	Refunded/ Retired		Ending Balance		Due Within One Year	
Governmental Activities: General Obligation bonds Certificates of obligation Compensated absences Leases payable Premium on debt	\$ 46,569,428 40,045,000 7,272,879 465,429 5,704,181	\$ 1,365,000 6,730,000 3,030,720 - 675,003	\$	5,337,571 1,905,000 2,783,570 59,901 990,281	\$	42,596,857 44,870,000 7,520,029 405,528 5,388,903	\$	5,590,143 2,205,000 2,617,437 61,973
Governmental activites long-term debt	\$ 100,056,917	\$ 11,800,723	\$	11,076,323	\$	100,781,317	\$	10,474,553
Business-type activities: General Obligation bonds Certificates of obligation Water & sewer revenue bonds Compensated absences Premium on debt	\$ 17,250,572 35,795,000 2,700,000 262,380 2,771,511	\$ - 5,610,000 - 249,950 477,979	\$	2,917,429 1,675,000 205,000 233,991 406,750	\$	14,333,143 39,730,000 2,495,000 278,339 2,842,740	\$	3,009,857 1,925,000 210,000 178,425
Business-type activites long-term debt	\$ 58,779,463	\$ 6,337,929	\$	5,438,170	\$	59,679,222	\$	5,323,282

Premium on debt is amortized over the life of the debt using the effective interest method.

The City's direct borrowings (leases payable) related to governmental activities are secured with equipment as collateral.

The City's outstanding certificates of obligations related to governmental and business-type activities are secured with property tax revenue.

The revenue bonds are collateralized by the revenue of the combined utility system and the various special funds established by the bond ordinances. The ordinances provide that the revenue of the system is to be used, first, to pay operating and maintenance expenses of the system and, second, to establish and maintain the revenue bond funds. Should the City default on these bonds, any registered owner of the certificates is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring specific performance from the City.

Bonds payable at September 30, 2022, is comprised of the following individual issues:

	Interest Rate %	Issue Date	Maturity Date	Original Issue	Amount Outstanding
Governmental Activities:					
General obligation bonds:					
2012 Series	2.00 - 4.00	5/16/2012	5/16/2032	\$ 5,040,000	\$ 3,575,000
2014 Series	2.00 - 4.00	7/2/2014	3/1/2034	19,558,570	8,821,857
2015 Series	1.00 - 5.00	4/20/2015	3/1/2035	12,150,000	6,655,000
2016 Series	2.00 - 5.00	6/6/2016	3/1/2036	25,135,000	16,995,000
2017 Series	2.50 - 4.00	7/17/2017	3/1/2037	2,155,000	1,760,000
2020 Series	5.00	8/19/2020	3/1/2030	4,445,000	3,425,000
2022 Series	4.00 - 5.00	9/15/2022	3/1/2042	1,365,000	1,365,000
Total general obligation bonds				69,848,570	42,596,857
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	4,620,000	2,815,000
2014 Tax and Revenue	2.00 - 4.00	7/2/2014	3/1/2034	4,685,000	3,270,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	6,565,000	4,885,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	3,855,000	2,995,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	2,810,000	2,270,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	13,745,000	11,865,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2039	7,415,000	6,755,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	3,560,000	3,285,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	6,730,000	6,730,000
Total certificates of obligation				53,985,000	44,870,000
Total governmental activites				123,833,570	87,466,857
Business-type Activities					
General obligation bonds:					
2014 Golf Course Refunding	2.00 - 4.00	7/2/2014	3/1/2034	3,006,430	1,063,143
2015 Water & Sewer Refunding	1.00 - 5.00	4/20/2015	3/1/2035	10,730,000	4,615,000
2016 Water & Sewer Refunding	2.00 - 5.00	6/6/2016	3/1/2036	4,435,000	1,640,000
2021 Water & Sewer Refunding	0.96	7/21/2021	3/1/2031	8,345,000	7,015,000
Total general obligation bonds				26,516,430	14,333,143
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	2,160,000	1,315,000
2014 Tax and Revenue	2.00 - 4.00	7/2/2014	3/1/2034	5,480,000	3,815,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	4,855,000	3,605,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	5,750,000	4,465,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	7,400,000	5,990,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	8,135,000	7,020,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2038	4,470,000	4,070,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	4,090,000	3,840,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	5,610,000	5,610,000
Total certificates of obligation				47,950,000	39,730,000
Water and sewer revenue bonds					
2012 Improvement	2.00 - 4.00	4/15/2012	3/1/2032	4,300,000	2,495,000
Total water and sewer revenue bonds				4,300,000	2,495,000
Total business-type activities				\$ 78,766,430	\$ 56,558,143

The annual requirements to amortize all debt outstanding as of September 20, 2022, are as follows:

	Governmental Activities																																																
Year Ending General September 30, Obligation																																								GO Interest		Certificate of Obligation		CO Interest		Leases Payable		Leases Payable Interest	
2023	\$	5,590,143	\$	1,736,488	\$	2,205,000	\$	1,690,993	\$	61,973	\$	14,031																																					
2024		5,826,428		1,504,834		2,275,000		1,609,625		64,118		11,887																																					
2025		6,205,286		1,261,337		2,375,000		1,510,163		66,336		9,669																																					
2026		4,860,000		1,017,606		2,490,000		1,406,994		68,631		7,373																																					
2027		4,480,000		791,631		2,585,000		1,300,853		71,006		4,999																																					
2028-2032		10,625,000		1,957,007		14,480,000		4,813,056		73,464		2,542																																					
2033-2037		4,545,000		412,209		13,580,000		1,973,663		-		-																																					
2038-2042		465,000	_	47,900		4,880,000		303,275		-																																							
Total	\$	42,596,857	\$	8,729,012	\$	44,870,000	\$	14,608,621	\$	405,528	\$	50,501																																					

	Business-Type Activities										
Year Ending September 30,		General Obligation		GO Interest	(Certificate of Obligation	 CO Interest	V	Vater and Vastewater Venue Bonds	Wa	ater and astewater interest
2023 2024 2025 2026 2027 2028-2032 2033-2037 2038-2042	\$	3,009,857 3,093,572 2,759,714 1,940,000 1,450,000 2,080,000	\$	367,942 276,776 183,855 105,618 53,289 42,017	\$	1,925,000 2,005,000 2,085,000 2,180,000 2,275,000 12,835,000 12,490,000 3,935,000	\$ 1,503,142 1,431,725 1,343,219 1,251,794 1,158,397 4,306,469 1,702,431 251,975	\$	210,000 220,000 225,000 235,000 240,000 1,365,000	\$	90,100 83,650 76,975 68,900 59,400 141,100
Total	\$	14,333,143	\$	1,029,497	\$	39,730,000	\$ 12,949,152	\$	2,495,000	\$	520,125

The ordinances authorizing the issuance of Water and Sewer serial bonds created the revenue bond debt service and retirement funds. The gross revenues of the waterworks system, after deduction of reasonable expenses of operation and maintenance, are pledged to such funds in amounts equal to the total annual principal and interest requirements of the bonds and amounts required to maintain the revenue bond and emergency funds. At September 30, 2022, the minimum amount required by the ordinances for the revenue bond debt service and retirement funds had been accumulated.

The revenue bond ordinances also require that the City charge for services sufficient to produce net revenues, as defined, in an amount not less than 1.25 times the average annual principal and interest requirement. At September 30, 2022, this requirement had been met.

The ordinance authorizing the issuance of General Obligation Bonds created the Debt Service Fund. All taxes levied and collected for an on account of said bonds are pledged to the Debt Service Fund in amounts authorized by the City Council, but never less than annual maturing interest and principal requirements with the provision that the principal portion will never be less than 2% of the outstanding principal amount. At September 30, 2022, this requirement had been met.

Compensated absences are typically liquidated by the fund to which they relate.

Note 8. Water and Sewer Contract

On July 19, 2010, the City entered into a contract with the City of Fort Worth, Texas, for the purchase of treated water to be effective January 1, 2011, and to expire on September 30, 2031. This contract requires the City to pay varying amounts based on annual consumption rates established under the terms of the contract. During fiscal year 2022, the City purchased \$5,134,033 of treated water under the terms of this contract.

In 1987, the City entered a contract with the City of Fort Worth, Texas, for the transportation, treatment, and disposal of sanitary sewage. Under the terms of the contract, the City is required to make payments for sewage actually discharged based on rates and charges determined on an annual basis under the terms of the contract. During fiscal year 2022, the City paid \$2,938,206 for the treatment and disposal of sanitary sewage under the terms of this contract.

Note 9. Employees' Retirement System

Texas Municipal Retirement System

Plan Description. The City participates as one of 901 plans in the defined benefit cash balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of the System with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Annual Comprehensive Financial Report (ACFR) that can be obtained at www.tmrs.com.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided. TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the Member's benefit is calculated based on the sum of the Member's contributions, with interest, and the city-financed monetary credits with interest. The retiring Member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total Member contributions and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS and within the actuarial constraints also in the statutes. Plan provisions for the City are as follows:

Employee deposit rate Matching ratio (city to employee) Years required for vesting Service retirement eligibility

Updated service credit Annuity increase to retirees 7%
2 to 1
5
20 years to any age,
5 years at age 60 and above
100% Repeating,
Transfers
70% of CPI

Repeating

Employees Covered by Benefit Terms. At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently recieveing benefits	180
Inactive employees entitled to but not yet receiving benefits	188
Active employees	369
Total	737

Contributions. The contribution rates for employees in TMRS are either 5%, 6%, or 7% of the Member's total compensation, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 16.16% and 16.64% in calendar years 2021 and 2022, respectively. The City's contributions to TMRS for the year ended September 30, 2022, were \$4,955,929.

Net Pension Liability. The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Within the governmental activities, the General Fund generally liquidates the net pension liability. In the business-type activities, the net pension liability is liquidated by the Utility Fund.

Actuarial Assumptions. The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation 2.5% per year

Overall payroll growth 3.50% to 11.50% including inflation

Investment Rate of Return 6.75%

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4- year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2109 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2022 are summarized in the following table:

Asset Class	TargetAllocation	Long-Term Expected Real Rate if Return (Arithmetic)
Global Public Equity	35.00%	7.55%
Core Fixed Income	6.00%	2.00%
Non-Core Fixed Income	20.00%	5.68%
Other Public and Private Markets	12.00%	7.22%
Real Estate	12.00%	6.85%
Hedge Funds	5.00%	5.35%
Private Equity	10.00%	10.00%
Total	100.00%	
Total	100.00%	

Discount Rate. The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

		Incre	ase (Decrease)				
	 Total Pension Liability (a)	Plan Fiduciary Net Position (b)			Net Pension Liability (a) - (b)		
Balance at 12/31/2020 Changes for the year:	\$ 121,662,695	\$	103,522,046	\$	18,140,649		
Service cost	5,012,736		-		5,012,736		
Interest	8,224,864		-		8,224,864		
Difference between expected and actual experience Changes of assumptions	2,834,678		- -		2,834,678		
Contributions - employer	_		4,434,554		(4,434,554)		
Contributions - employee	_		1,936,487		(1,936,487)		
Net investment income	-		13,511,620		(13,511,620)		
Benefit payments, including refunds of employee contributions Administrative expense	(4,638,440) -		(4,638,440) (62,444)		- 62,444		
Other changes	 -	-	428		(428)		
Net changes	 11,433,838		15,182,205		(3,748,367)		
Balance at 12/31/2021	\$ 133,096,533	\$	118,704,251	\$	14,392,282		

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) of 1-percentage-higher (7.75%) than the current rate:

	1% Decrease in		Discount		1% Decrease in		
	Discou	Discount Rate (5.75%)		Rate (6.75%)		unt Rate (7.75%)	
City's net pension liability	\$	35,424,800	\$	14,392,282	\$	(2,637,497)	

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position, by Participating City. That report may be obtained at www.tmrs.com.

Pension Expense and Deferred Outflows and Inflows of Resources and Deferred Inflows of Resources Related to Pensions. For the year ended September 30, 2022, the City recognized pension expense of \$3,250,252. At September 30, 2022, the City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources			erred Inflows Resources
Differences between expected and actual economic experience	\$	3,447,479	\$	_
Changes in actuarial assumptions	4	138,729	4	-
Difference between projected and actual Investment earnings		-		6,921,769
Contributions subsequent to the measurment date		3,685,937		
Total	\$	7,272,145	\$	6,921,769

\$3,685,937 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2022 (i.e. recognized in the City's financial statements for the year ended September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expenses as follows:

Year Ending	
September 30,	Amount
2023	\$ (182,609)
2024	(1,788,886)
2025	(573,568)
2026	(790,498)
2027	-
Thereafter	_

Note 10. Other Post-Employment Benefit Plans

A. TMRS Supplemental Death Benefits Fund

Plan Description. The City participates in a single employer, defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF) administered by the Texas Municipal Retirement System (TMRS). The SDBF covers both active and retiree benefits with no segregation of assets, and therefore doesn't meet the definition of a trust under GASB No. 75 (i.e., no assets are accumulated for OPEB) and as such the SDBF is considered to be an unfunded OPEB plan.

The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The city may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Benefits Provided. The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and is a fixed amount of \$7,500.

Employees Covered by Benefit Terms. At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently recieveing benefits	130
Inactive employees entitled to but not yet receiving benefits	58
Active employees	369
Total	557

Total OPEB Liability. The City's total OPEB liability of \$1,223,599 was measured as of December 31, 2021, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total OPEB liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement, unless otherwise specified:

Inflation rate 2.50% per annum

Discount rate 1.84%

Projected salary increase 3.50% to 11.50% including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables and due to the size of the City, rates are multiplied by an additional factor of 100%. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees is used with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor. Mortality rates for pre-retirement were based on the PUB(10) mortality tables, with the Public Safety table used for males and General Employee table used for females. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements.

Discount Rate. The discount rate was to measure the total OPEB liability was 1.84%. The discount rate was based on Fidelity Index's "20-Year Municipal GO AA Index" rate as of the measurement date.

Discount Rate Sensitivity Analysis. The following presents the total OPEB liability of the City, calculated using the discount rate of 1.84%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage-point lower (0.84%) or 1-percentage-point higher (2.84%) than the current rate:

	1%	Decrease in	= 10 00 00		1% Decrease in Discount Rate (2.84%)		
	Discou	nt Rate (0.84%)					
		_		_			
Total OPEB Liability	\$	1,540,462	\$	1,223,599	\$	984,964	

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB. For the year ended September 30, 2022, the City recognized OPEB expense of \$143,032. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

Changes in the Total OPEB Liability

	 Total OPEB Liability		
Balance at 12/31/2020 Changes for the year:	\$ 1,121,124		
Service cost	71,927		
Interest	23,003		
Difference between expected and			
actual experience	(21,562)		
Changes of assumptions	42,939		
Benefit payments	(13,832)		
Net changes	 102,475		
Balance at 12/31/2021	\$ 1,223,599		

At September 30, 2022, the City reported deferred outflows and inflows of resources related to other post-employment benefits from the following sources:

	Deferred Outflows of Resources		Deferred Inflows of Resources	
Differences between expected and actual economic experience Changes in actuarial assumptions Contributions subsequent to the measurment date	\$	- 254,247 11,169	\$	36,754 22,977 -
Total	_ \$	265,416	\$	59,731

\$11,169 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the measurement year ending December 31, 2022 (i.e. recognized in the City's financial statements for the year ended September 30, 2023). Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year <u>Ended September 30,</u>	 Amount
2023	\$ 48,102
2024	45,210
2025	42,130
2026	38,448
2027	18,946
Thereafter	1.680

B. Post-Retirement Healthcare Benefits

Plan Description. The City offers its retired employees health insurance benefits through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and it has the authority to establish and amend the benefit terms and financing arrangements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits Provided. To be eligible for this employer-provided subsidy, a participant much be at least age fifty-eight (58) and have at least twenty (20) or more years of service with the City. Eligible retirees may elect coverage that will include the same healthcare options offered to regular full-time employees at the same cost that the City pays for active employees. Retirees pay the same rate for coverage as employees pay if they are electing dependent coverage. Benefits commence at the first of the month following the day of retirement if the employee elects retiree or dependent coverage (at retiree's cost).

If an active employee passes away, the spouse and dependents will become eligible for retiree coverage if (1) the employee was eligible for retirement as defined by TMRS; and (2) the employee had dependent coverage at the time of death. The surviving spouse will continue to receive the benefits of the retiree health insurance program, at the rate charged for retiree only. If dependent children are already on the plan at the time of the retiree's death, the spouse may continue to cover the children (at retiree's spouse's cost).

Retirees are eligible for medical and prescription insurance until they become Medicare eligible. Since retirees pay the full premium for all other OPEB benefits (dental and vision), no liability is included in this valuation as no implicit subsidy exists for these benefits.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently recieveing benefits	9
Active employees	370
Total	379

Actuarial Assumptions. The Total OPEB Liability in the October 1, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate 2.50% per annum Salary increases 2.50% per annum

Discount rate 4.77%

Actuarial cost method Entry Age Normal Method

Healthcare cost trend rates 7.10% initial medical trend rate for pre-65

retirees decreasing to an ultimate rate of

4.14% in the year 2041

Mortality rates were updated and are based upon the sex distinct PUB 2010 general employee mortality table with mortality improvement scale MP-2021. Per capita costs for Pre-65 retirees were derived based upon the fully insured rates on a retiree-only experience basis. Medicare eligible retirees are assumed to rescind the City's plan and take Medicare coverage. Any Medicare Part D subsidy was not reflected in the estimate. The participation rate for future retirees is based upon years of service at retirement. Any participant that retires prior to age 50 is assumed to waive the City's healthcare plan. For any future retiree assumed to elect retiree healthcare, their spouse is assumed to waive coverage. 40% of retirees are assumed to drop coverage at the time the employer subsidy ends. The per capita claims costs include a 7% load for administrative expenses and a 10% load for stop loss premiums where both are assumed to escalate with the healthcare trend rates each year.

Discount Rate. The discount rate of 4.77% is based upon the yield of 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The other financial assumptions for long-term inflation, payroll growth, and salary scale were taken from the TMRS actuary study. The per capita claims costs and how these costs are expected to escalate in the future were set by IPS Advisors who develop the funding rates.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.77%) in measuring the Total OPEB Liability.

	1%	1% Decrease in		Discount	1% Decrease in			
	Discour	Discount Rate (3.77%)		Rate (4.77%)		Discount Rate (5.77%)		
		<u> </u>		_		_		
Total OPEB Liability	\$	4,882,085	\$	4,491,311	\$	4,139,039		

Healthcare Cost Trend Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the healthcare cost trend rate used was 1% less than and 1% greater than the rate that was used (7.10%) in measuring the Total OPEB Liability.

	1%	Decrease in Rate	 althcare Cost Frend Rate	 1% Increase in Rate		
Total OPEB Liability	\$	4,017,550	\$ 4,491,311	\$ 5,052,734		

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources Related to OPEBs. At September 30, 2022, the City reported a liability of \$4,491,311 for its Total OPEB Liability for this plan. The Total OPEB Liability was determined by an actuarial valuation as of October 1, 2021. For the year ended September 30, 2022, the City recognized OPEB expense of \$414,978. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

	 Total OPEB Liability
Balance at 9/30/2021 Changes for the year:	\$ 4,746,097
Service cost Interest	221,336 107,463
Difference between expected and actual experience Changes of assumptions	(552,588) (45,996)
Benefit payments Net changes	 14,999 (254,786)
Balance at 9/30/2022	\$ 4,491,311

At September 30, 2022, the City reported deferred outflows and inflows of resources related to this OPEB plan from the following sources:

	Deferred Outflows of Resources			
Differences between expected and actual economic experience Changes in actuarial assumptions	\$	221,706 405,138	\$	483,514 112,659
Total	\$	626,844	\$	596,173

Amounts reported as deferred outflows and inflows of resources related to this OPEB plan will be recognized in OPEB expense as follows:

For the Year	
Ended September 30,	 Amount
2023	\$ 86,180
2024	86,180
2025	49,542
2026	1,265
2027	(76,122)
Thereafter	(116,374)

Note 11. Deferred Compensation Plan

The City participates in a deferred compensation plan which falls under Internal Revenue Code Section 457. Virtually all employees are eligible to participate in the plan. The deferred compensation plan allows the deferral of individual federal income taxes until funds are withdrawn. Funds may be withdrawn at termination, retirement, death or unforeseeable emergency. During the fiscal year 2022, employers or employees through salary reductions may contribute up to the limit of \$20,500 compensation on behalf of the participant under this plan. Employees age 50 or older may contribute up to an additional \$6,500, for a total of \$27,000. Employees taking advantage of the special pre-retirement catch-up may be eligible to contribute up to double the normal limit, for a total of \$41,000. In accordance with GASB 97, the plan is not recorded in the City's financial statements.

Note 12. Commitments and Contingencies

A. Contingencies

The City is a defendant in certain pending litigation. In the opinion of management, the potential claims against the City not covered by insurance would not materially affect the financial statements of the City.

The City has participated in a number of state and federally assisted grant programs. These programs were subject to financial and compliance audits by the grantors or their representatives, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits it not believed to be material.

B. Construction Commitments

The City has active construction projects as of September 30, 2022. At year-end the City has \$8,052,862 of outstanding construction commitments.

C. Encumbrances

Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At year-end, the encumbrances expected to be honored upon performance by the vendor in the next year were as follows:

_Fund		Amount				
General	\$	961,803				
Bond-Funded capital projects		4,486,851				
COVID relief grants		2,094,067				
Nonmajor governmental		9,098,273				
Water & wastewater		3,117,104				
Nonmajor enterprise		568,416				
Internal service funds		1,739,283				
		_				
Total	_ \$	22,065,797				

Note 13. Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; injuries to employees and natural disasters. The City has purchased commercial insurance to cover these general liabilities from the Texas Municipal League, a non-public entity risk pool. As an insured, the City is not obligated to reimburse the pool for losses. The TML risk pool is self-sustaining through annual member premiums and stop loss reinsurance coverage through various commercial insurers for excess claims. There were no significant reductions in coverage in the past fiscal year and there were no settlements exceeding insurance coverage in each of the past three fiscal years. Any losses reported, but unsettled or incurred and not reported, are believed to be insignificant to the City's financial statements.

The City offers health coverage to its employees and retirees in a managed care plan administered by United Health Care and funded by the City with both employee and City contributions. The City retains risk for up to \$125,000 per covered enrollee per year and up to \$1,369,818 per period benefit, and transfers risk in excess of these amounts to a reinsurer. The City's operating funds are charged with premiums for coverage provided by the Human Resources department based on approved annual budgets with adjustments based on estimates of the amounts needed to pay prior and current year claims. These interfund premiums are used to reduce the amount of actual expenditures.

Note 14. Tax Abatements

The City enters into economic development agreements subject to the Burleson Economic Development Incentives Program adopted in 1993. Abatement incentives are provided in accordance with Chapter 312 of the Texas Tax Code.

- For the fiscal year ended September 30, 2022, the property tax abatement agreement with Jam Real Property provides a 75% tax abatement for 7 years, beginning in 2018 for development of a restaurant distribution facility. In fiscal year 2022, this agreement resulted in abated property taxes of \$5,948.
- For the fiscal year ended September 30, 2022, there was one property tax abatement agreement in place. The agreement with McLane Burleson Properties provides a 80% tax abatement for 10 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2022, this agreement resulted in abated property taxes of \$135,817.
- For the fiscal year ended September 30, 2022, there was one property tax abatement agreement in place. The agreement with Golden State Foods provides a 75% tax abatement for 7 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2022, this agreement resulted in abated property taxes of \$474,207.

Other incentives are provided according to Chapter 380 of the Texas Local Government Code. These consist of incentives tied to a percentage of property taxes paid, a percentage of sales taxes generated, or some other metric such as employment. The agreements are presented here in aggregate.

- Property tax rebate incentives \$792,231.
- Sales tax rebate incentives \$84,393.
- Grant payments for meeting other performance targets \$544,667.

Note 15. Subsequent Events

On October 2017, City of Burleson approved a cost participation agreement with the City for Fort Worth for a sewer relief line. This cost participation agreement allows the City of Burleson to increase capacity for future growth. Subsequent to September 30, 2022, the City of Burleson paid the City of Fort Worth \$12,681,217 in accordance with the agreement.



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City of Burleson, Texas General Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

	Budgeted	l Amounts	Actual Amounts	Variance - Positive (Negative)	
	Original	Final	GAAP Basis		
REVENUES					
Property taxes	\$ 22,568,177	\$ 22,568,177	\$ 22,995,972	\$ 427,795	
Sales taxes	12,414,500	12,414,500	14,100,029	1,685,529	
Franchise fees	3,400,000	3,400,000	3,743,615	343,615	
Licenses and permits	1,918,500	1,918,500	1,421,318	(497,182)	
Intergovernmental	775,127	775,127	755,523	(19,604)	
Charges for services	3,113,448	3,113,448	3,149,498	36,050	
Fines and forfeitures	1,081,500	1,081,500	877,635	(203,865)	
Investment income (loss)	300,000	300,000	(120,108)	(420,108)	
Miscellaneous	1,120,680	1,120,680	1,052,571	(68,109)	
Total revenues	46,691,932	46,691,932	47,976,053	1,284,121	
EXPENDITURES					
General government:					
City Council	107,516	107,516	111,978	(4,462)	
City Manager's office	840,647	840,647	879,074	(38,427)	
Legal	432,962	432,962	516,327	(83,365)	
Communications	727,577	728,877	667,656	61,221	
City Secretary's office	789,532	804,532	728,919	75,613	
Records management	115,449	115,449	102,181	13,268	
Judicial	108,853	108,853	120,075	(11,222)	
Human resources	951,260	964,953	920,848	44,105	
Burleson university	13,693	-	-	-	
Finance	1,661,154	1,678,310	1,654,419	23,891	
Tax	400,648	383,492	383,492	· -	
Purchasing	308,875	307,575	305,618	1,957	
Non-Departmental	227,378	68,578	653,797	(585,219)	
Total general government	6,685,544	6,541,744	7,044,385	(502,641)	
Public safety:					
Police	14,556,137	14,682,839	15,091,248	(408,409)	
Fire	9,161,400	9,220,433	8,526,523	693,910	
Fire prevention	800,800	800,800	874,331	(73,531)	
Emergency services	236,792	236,792	203,700	33,092	
Municipal court	370,045	370,045	376,477	(6,432)	
Dispatch services	2,075,368	2,075,368	2,091,990	(16,622)	
Marshals service	368,059	368,059	363,332	4,727	
Total public safety	27,568,601	27,754,336	27,527,601	226,735	
Public works:					
Public works administration	960,718	964,527	1,034,737	(70,210)	
Street drainage maintenance	555,463	555,463	577,022	(21,559)	
Streets pavement maintenance	3,337,708	3,289,108	2,770,241	518,867	
Traffic control maintenance	635,385	635,385	527,867	107,518	
Engineering/capital	244,354	255,832	183,860	71,972	
Engineering/development	1,281,359	1,351,442	1,188,523	162,919	
Facilities maintenance	894,000	894,000	835,517	58,483	
Total public works	7,908,987	7,945,757	7,117,767	827,990	

City of Burleson, Texas General Fund Budgetary Comparison Schedule - Continued For the Year Ended September 30, 2022

	Budgeted Amounts			Act	ual Amounts		Variance - Positive		
		Original	7	Final	C	SAAP Basis	1)	Negative)	
Neighborhood services:									
Neighborhood services	\$	285,695	\$	285,695	\$	236,128	\$	49,567	
Environmental services		360,960		355,360		320,898		34,462	
Animal services		578,395		601,795		585,105		16,690	
Code enforcement		391,968		374,143		373,865		278	
Total neighborhood services		1,617,018		1,616,993		1,515,995		100,998	
Community development:									
Building inspections		1,012,456		1,012,456		921,549		90,907	
Economic development		800,000		800,000		876,654		(76,654)	
Community development		475,958		541,194		467,096		74,098	
Development services		323,406		347,906		344,790		3,116	
Total community development		2,611,820		2,701,556		2,610,089		91,467	
Parks and recreation:									
Parks		1,482,160		1,487,760		1,599,041		(111,281)	
Parks and recreation administration		258,861		258,861		251,952		6,909	
Recreation		79,379		79,379		67,652		11,727	
Total parks and recreation		1,820,400		1,826,000		1,918,645		(92,645)	
Library:									
Senior citizens center		203,697		203,697		186,126		17,571	
Library		1,157,987		1,168,543		1,154,830		13,713	
Total Library		1,361,684		1,372,240		1,340,956		31,284	
Total expenditures		49,574,054		49,758,626		49,075,438		775,833	
EXCESS (DEFICIENCY) OF									
REVENUES OVER (UNDER) EXPENDITURES		(2,882,122)		(3,066,694)		(1,099,385)		2,059,954	
OTHER FINANCING SOURCES (USES)									
Transfers in		913,010		3,913,010		5,380,223		(1,467,213)	
Transfers out		(463,602)		(513,202)		(695,982)		182,780	
Total other financing sources (uses)		449,408		3,399,808		4,684,241		(1,284,433)	
NET CHANGE IN FUND BALANCE		(2,432,714)		333,114		3,584,856		775,521	
FUND BALANCES - BEGINNING		18,339,309		18,339,309		18,339,309		<u> </u>	
FUND BALANCES - ENDING	\$	15,906,595	\$	18,672,423	\$	21,924,165	\$	775,521	

Notes to Required Supplementary Information Budgetary Schedule For the Year Ended September 30, 2022

BUDGETARY INFORMATION - The City follows these procedures annually in establishing the budgetary data reflected in the budgetary comparison schedules:

- 1. The City Manager submits to the City Council a proposed budget for the fiscal year commencing the following October 1st. The budget includes proposed expenditures and the means of financing them.
- 2. The City Council reviews the proposed budget at specially scheduled sessions, which are open to the public. The Council also conducts a public hearing on the proposed budget to obtain comments from interested persons.
- 3. Prior to October 1st, the budget is legally adopted through passage of an ordinance. This budget is reported as the Original Budget in the budgetary comparison schedules.
- 4. During the fiscal year, changes to the adopted budget may be authorized as follows:
 - a. Items requiring City Council action appropriation of fund balance commitments; transfers of appropriations between funds; transfers between departments within funds; new interfund loans or advances; and creation of new capital projects or increases to existing capital projects.
 - b. Items delegated to the City Manager transfers within departments.
- 5. Annual budget is legally adopted and amended as required for the General Fund, the following special revenue funds: the BCSDC Special Revenue Fund, the 4A Corp Special Revenue Fund, the Parks Performance Fund, the Hotel/Motel Fund, the TIF 2&3 Fund, and the Municipal Court Fund. Project-length budgets are adopted for the capital project funds. All budgets are prepared on a budgetary basis, and budgetary comparisons for the general and major special revenue funds are presented on this basis in the required supplementary information. A debt service payment schedule for the debt service funds is also approved as part of the budget process. The budget is based on the modified accrual basis of accounting with the exception of certain non-cash expenditure accruals, which are not budgeted.
- 6. Budget amounts are reflected after all authorized amendments and revisions. This budget is reported as the Final Budget in the budgetary comparison schedules.
- 7. For each legally adopted operating budget, expenditures should not exceed budgeted appropriations at the fund level. Encumbrance accounting, under which purchase orders, contracts, and the other commitments are recorded to reserve the applicable appropriations, is employed in governmental funds. The City does, however, honor the contracts represented by year-end encumbrances and the subsequent year's appropriations provide authority to complete these transactions.

Schedule of Changes in Net Pension Liability and Related Ratios - Texas Municipal Retirement System For the Year Ended September 30, 2022

Plan Year	2014	 2015
A. Total Pension Liability Service Cost Interest (on the Total Pension Liability) Difference between expected and actual experience Change of assumptions Benefit payments, including refunds of employee contributions	\$ 2,909,890 4,907,692 (42,330) - (2,232,107)	\$ 3,299,052 5,311,694 96,222 (200,754) (2,164,637)
Net change in total pension liability	5,543,145	6,341,577
Total pension liability - beginning	 69,770,993	 75,314,138
Total pension liability - ending (a)	 75,314,138	 81,655,715
B. Plan Fiduciary Net Position Contributions - employer Contributions - employee Net investment income Benefit payments, including refunds of employee contributions Administrative expenses Other	\$ 2,850,708 1,288,039 3,172,873 (2,232,107) (33,119) (2,723)	\$ 2,973,435 1,364,856 89,281 (2,164,637) (54,372) (2,684)
Net change in plan fiduciary net position	5,043,671	2,205,879
Plan fiduciary net position - beginning	 55,452,334	 60,496,005
Plan fiduciary net position - ending (b)	 60,496,005	 62,701,884
C. Net Pension Liability - Ending (a) - (b)	\$ 14,818,133	\$ 18,953,831
D. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	80.32%	76.79%
E. Covered Payroll	\$ 18,400,559	\$ 19,497,945
F. Net Pension Liability as a Percentage of Covered Payroll	80.53%	97.21%

Notes to Schedule:

10 years of information is required to be provided in this schedule, but information prior to 2014 is not available.

Exhibit D-2

 2016		2017		2018		2019		2020		2021
\$ 3,628,862 5,536,081 324,293	\$	3,745,062 5,991,443 34,315	\$	3,887,921 6,464,469 37,485	\$	4,309,779 6,966,885 658,640 364,920	\$	4,785,763 7,567,698 1,555,110	\$	5,012,736 8,224,864 2,834,678
(2,908,249)		(2,694,216)		(2,974,711)		(3,340,504)		(3,934,066)		(4,638,440)
6,580,987		7,076,604		7,415,164		8,959,720		9,974,505		11,433,838
 81,655,715		88,236,702		95,313,306		102,728,470		111,688,190		121,662,695
 88,236,702		95,313,306		102,728,470		111,688,190		121,662,695		133,096,533
\$ 3,195,301 1,459,887 4,240,199 (2,908,249) (47,857) (2,578)	\$	3,326,528 1,510,106 9,518,399 (2,694,216) (49,301) (2,499)	\$	3,446,107 1,565,006 (2,405,770) (2,974,711) (46,457) (2,430)	\$	3,812,900 1,732,309 12,355,867 (3,340,504) (69,735) (2,096)	\$	4,144,156 1,875,187 7,166,812 (3,934,066) (46,326) (1,807)	\$	4,434,554 1,936,487 13,511,620 (4,638,440) (62,444) 428
5,936,703		11,609,017		(418,255)		14,488,741		9,203,956		15,182,205
 62,701,884		68,638,587		80,247,604		79,829,349		94,318,090		103,522,046
 68,638,587		80,247,604		79,829,349		94,318,090		103,522,046		118,704,251
\$ 19,598,115	\$	15,065,702	\$	22,899,121	\$	17,370,100	\$	18,140,649	\$	14,392,282
77.79%		84.19%		77.71%		84.45%		85.09%		89.19%
\$ 20,855,530	\$	21,572,943	\$	22,357,225	\$	24,697,874	\$	26,780,992	\$	27,664,104
93.97%		69.84%		102.42%		70.33%		67.74%		52.03%

Schedule of Pension Contributions Texas Municipal Retirement System For The Year Ended September 30, 2022

Fiscal Year	2014	2015
Actuarial determined contribution	\$ 2,801,196	\$ 2,929,061
Contributions in relation to the actuarially determined contribution	2,801,196	2,929,061
Contribution deficiency (excess)	-	-
Covered payroll	\$ 18,190,435	\$ 19,127,256
Contributions as a percentage of covered payroll	15.40%	15.31%

Notes to Schedule:

Valuation Date Actuarially determined contribution rates are calculated as of

December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method Entry Age Normal

Amortization Method Level Percentage of Payroll, Closed

Remaining Amortization

Period 24 years (longest amortization ladder)
Asset Valuation Method 10 Year smoothed market; 12% soft corridor

Inflation 2.50%

Salary Increases 3.50% to 11.50% including inflation

Investment Rate of Return 6.75%

Retirement Age Experience-based table of rates that are specific to the City's plan of benefits. Last

updated for the 2019 valuation pursuant to an experience study of the period 2014-

2018.

Mortality Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are

projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale

UMP.

Other Information There were no benefit changes during the year.

10 years of information is required to be provided in this schedule, but

information prior to 2014 is not available

Exhibit D-3

2016	2017	2018	2019	2020	2021	2022
\$ 3,290,623	\$ 3,270,142	\$ 3,413,058	\$ 3,710,515	\$ 4,023,849	\$ 4,144,156	\$ 4,434,554
3,290,623	3,270,142	3,413,058	3,710,515	4,023,849	4,144,156	4,955,929
-	-	-	-	-	-	(521,375)
\$ 21,503,209	\$ 21,235,212	\$ 21,235,212	\$ 24,033,514	\$ 26,033,943	\$ 26,780,992	\$ 27,664,104
15.30%	15.40%	16.07%	15.44%	15.46%	15.47%	17.91%

Exhibit D-4

Schedule of Changes In Total OPEB Liability and Related Ratios - Texas Municipal Retirement System – Supplemental Death Benefits Fund For the Year Ended September 30, 2022

Plan Year Ended December 31,	2017	2018	2019	2020	2021
A. Total OPEB Liability					
Service Cost Interest (on the Total OPEB Liability) Difference between expected	\$ 32,359 22,672	\$ 40,243 23,726	\$ 37,047 26,040	\$ 53,562 24,950	\$ 71,927 23,003
and actual experience Change of assumptions Benefit payments, including refunds	- 62,411	(15,410) (57,141)	(17,286) 156,463	(4,333) 169,132	(21,562) 42,939
of employee contributions	(4,315)	(4,471)	(4,940)	(5,356)	(13,832)
Net change in total OPEB liability	113,127	(13,053)	197,324	237,955	102,475
Total OPEB liability - beginning	585,771	698,898	685,845	883,169	1,121,124
Total OPEB liability - ending	698,898	685,845	883,169	1,121,124	1,223,599
B. Covered Payroll	\$ 21,572,943	\$ 22,357,225	\$ 24,697,874	\$ 26,780,992	\$ 27,664,104
C. Total OPEB Liability as a Percentage of Covered Payroll	3.24%	3.07%	3.58%	4.19%	4.42%

Notes to Schedule:

This schedule is required to have 10 years of information, but information prior to 2017 is not available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

Exhibit D-5

Schedule of Changes In Total OPEB Liability and Related Ratios - Retiree Health Care Benefit Plan For the Year Ended September 30, 2022

Measurement Date September 30,	2018	2019	2020	2021	2022
A. Total OPEB Liability					
Service Cost Interest (on the Total OPEB Liability) Difference between expected	\$ 148,455 118,786	\$ 152,883 128,811	\$ 152,373 139,215	\$ 214,854 101,983	\$ 221,335 107,463
and actual experience Change of assumptions Benefit payments	326,732 256,399 (83,018)	- 52,121 (42,529)	141,692 541,708 -	(102,528) (37,819)	(552,588) (45,996) 14,999
Net change in total OPEB liability	767,354	291,286	974,988	176,490	(254,787)
Total OPEB liability - beginning	2,535,980	3,303,334	3,594,620	4,569,608	4,746,098
Total OPEB liability - ending	3,303,334	3,594,620	4,569,608	4,746,098	4,491,311
B. Covered-Employee Payroll	\$ 18,416,233	\$ 22,342,123	\$ 22,779,945	\$ 26,486,753	\$ 27,030,000
C. Total OPEB Liability as a Percentage of Covered-Employee Payroll	17.94%	16.09%	20.06%	17.92%	16.62%

Notes to Schedule:

No assets are accumulated in a trust for the retiree health care plan to pay related benefits that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

This schedule is required to have 10 years of information, but information prior to 2018 is not available.



Other Supplementary Information



Combining Financial Statements Nonmajor Governmental Funds

Special Revenue Funds

Special Revenue Funds are used by the City to account for revenues derived from specific taxes, fees, donations, and grants which are designated to finance particular functions or activities of the City. The City has eight nonmajor special revenue funds which include:

The **BCSDC Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson Community Services Development Corporation.

The **4A Corp Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson 4A Economic Development Corporation.

The **Parks Performance Special Revenue Fund** is used to account for the operation of the City's recreational facilities that derive a large portion of their support from user fees. These include the Burleson Recreation Center, Chisenhall Fields and Hidden Creek Softball Complex.

The **Hotel/Motel Tax Fund** – This fund is used to account for the receipts and allocation of the City's 7% room occupancy tax imposed on the rental of hotel/motel rooms located within the corporate city limits and extraterritorial jurisdiction of the City. These funds are used to promote tourism, conventions, and related activities within the City.

The **Grants Fund** – This fund accounts for various miscellaneous grants from federal, state or local governments.

The **Tax Increment Financing District (TIF) 2&3 Fund** – This fund accounts for the activity of the City's TIF. Revenues collected are primarily interlocal property tax increment funding. A TIF is a public financial method used as a subsidy for development and community improvement projects.

The **Municipal Court Fund** – This fund accounts for the Municipal Court fees assessed that are legally restricted to the purchase/maintenance of the Court's technology enhancements, Court security, improving the collections of court fees, and funding a portion of the juvenile case manager position.

The **Other Special Revenue Fund** – This fund accounts for the proceeds of other specific revenue sources that are legally restricted or committed to expenditures for specified purposes. Traffic safety, public safety, public works, culture and recreation, economic incentive funds, PEG fund, and PID funds are included under this heading.

Nonmajor Capital Projects Funds

Capital Projects Funds are used to account for capital improvements that are financed by designated resources other than City obligation bonds.

The **Mineral Lease-Funded Capital Projects Fund** is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The **4A Economic Development Corporation Non-Bond Funded Fund** is a blended component unit of the City. The 4A Corporation administers a ½ cent sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. This special revenue fund accounts for the receipts of the sales tax revenue, and subsequent transfers to the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects.

The Burleson Community Services Development Corporation (4B) Non-Bond Funded Fund is another component unit of the City. The BCSDC administers ½ cents sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. The special revenue accounts for the receipt of the sales tax revenue, and subsequent transfer of the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects and to subsidize the Parks Performance Special Revenue Fund and the Golf Course Fund operations.

Combining Financial Statements - Continued Nonmajor Governmental Funds

The **Street Paving Fund** is used to account for funds deposited by developers in lieu of constructing public facilities such as streets and drainage.

The **Miscellaneous Non-Bond Funded Fund** includes the Park Dedication subfund and the miscellaneous non-bond funded capital project subfunds. These subfunds account for the proceeds of other sources of revenue and expenditures for authorized projects.

Debt Service Funds

The City's Debt Service Funds account for the accumulation of financial resources for the payment of principal and interest on the City's general obligation (property and sales tax supported) debt:

The General Debt Service Fund is used to account for the payment of debt supported by ad valorem taxes.

The **4A Economic Development Corporation Debt Service Fund** accounts for receipts of sales tax revenue and payment of debt service.

The Burleson Community Service Development Corporation (4B) Debt Service Fund accounts for the receipt of sales tax revenue and payment of debt service.

City of Burleson, Texas Nonmajor Governmental Funds Combining Balance Sheet September 30, 2022

	Special Reveue Funds						
	BCSDC Special Revenue	4A Corp Special Revenue	Parks Performance	Hotel/Motel	Grants		
ASSETS							
Cash and investments	\$ 5,436,667	\$ -	\$ 426,792	\$ 961,880	\$ -		
Receivables:	, -,,	·	,	, , , , , , , , , , , , , , , , , , , ,	•		
Taxes, net	-	_	-	157,889	-		
Accounts	-	_	14,615	-	-		
Leases	-	152,460	-	-	-		
Accrued interest	11,540	10,964	969	2,154	-		
Due from other governments	1,202,371	1,202,371	-	-	294,117		
Prepaid items		100,000					
Total assets	6,650,578	1,465,795	442,376	1,121,923	294,117		
LIABILITIES							
Current liabilities:							
Accounts payable	69,121	52,831	137,314	2,117	-		
Accrued liabilities	6,335	12,133	108,319	-	-		
Unearned revenue	-	-	196,743	-	-		
Due to other funds		103,597			292,991		
Total liabilities	75,456	168,561	442,376	2,117	292,991		
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue - hotel occupancy taxes	-	-	-	99,847	-		
Unavailable revenue - leased assets	-	148,723	-	-	-		
Unavailable revenue - grants					34,571		
Total deferred inflows of resources		148,723		99,847	34,571		
FUND BALANCES							
Nonspendable:							
Prepaid items	-	100,000	-	-	-		
Restricted for:							
Debt service	-	-	-	-	-		
Public safety	-	-	-	-	-		
Parks and recreation	-	-	-	-	-		
Library	-	1 040 511	-	-	-		
Economic development	6,575,122	1,048,511	-	- 1,019,959	-		
Tourism	-	-	-	1,019,959	-		
Other purposes	-	-	-	-	-		
Committed for:							
Capital projects Unassigned	<u> </u>	<u> </u>	<u> </u>		(33,445)		
Total fund balances	6,575,122	1,148,511		1,019,959	(33,445)		
Total liabilities, deferred inflows							
of resources and fund balances	\$ 6,650,578	\$ 1,317,072	\$ 442,376	\$ 1,022,076	\$ 294,117		

City of Burleson, Texas Nonmajor Governmental Funds Combining Balance Sheet September 30, 2022

	Sr	pecial Revenue Fur	Capital Projects Funds				
		Municipal	Other Special	Mineral Lease Funded	4A EDC Non-bond		
	TIF 2&3	Court	Revenue	Capital Projects	Funded		
ASSETS							
Cash and investments	\$ 1,036,291	\$ 234,836	\$ 260,445	\$ 1,011,276	\$ 6,396,513		
Receivables:							
Taxes, net	-	-	-	-	-		
Accounts	5,454	-	11,738	-	-		
Leases	-	-	· -	-	_		
Accrued interest	2,522	872	359	2,264	3,127		
Due from other governments	· -	-	-	· -	-		
Prepaid items							
Total assets	1,044,267	235,708	272,542	1,013,540	6,399,640		
LIABILITIES							
Current liabilities:							
Accounts payable	48,935	217	4,008	28,231	25,616		
Accrued liabilities	3,817	-	6,564	-	-		
Unearned revenue	-	-	-	-	-		
Due to other funds				<u> </u>			
Total liabilities	52,752	217	10,572	28,231	25,616		
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue - hotel occupancy taxes	-	-	-	-	-		
Unavailable revenue - leased assets	-	-	-	-	-		
Unavailable revenue - grants				<u> </u>	<u> </u>		
Total deferred inflows of resources							
FUND BALANCES							
Nonspendable:							
Prepaid items	-	-	-	-	-		
Restricted for:							
Debt service	-	-	-	-	-		
Public safety	-	235,491	54,230	-	-		
Parks and recreation	-	-	23,405	-	-		
Library	001 515	-	12,991	-	-		
Economic development	991,515	-	124,563	-	-		
Tourism	-	-		-	-		
Other purposes	-	-	46,781	-	-		
Committed for:				005 300	6 274 024		
Capital projects	-	-	-	985,309	6,374,024		
Unassigned				<u> </u>	-		
Total fund balances	991,515	235,491	261,970	985,309	6,374,024		
Total liabilities, deferred inflows							
of resources and fund balances	\$ 1,044,267	\$ 235,708	\$ 272,542	\$ 1,013,540	\$ 6,399,640		

	Ca	apita	l Projects Fun	ds		Debt Service Funds				Debt Service Funds		Total	
No	SDC 4B n-bond unded		Street Paving Trust		iscellaneous Non-bond Funded	D	General		1A EDC ot Service		CSDC 4B bt Service	Go	Other overnmental Funds
	anaca		Hust		Turided		CDL SCI VICC	DCI	ot Scivice		Dt Scivice		i unus
\$	9,808	\$	3,937,504	\$	5,441,511	\$	2,677,601	\$	14,331	\$	112,201	\$	27,957,656
	-		-		-		-		-		-		157,889
	-		_		_		-		-		-		31,807
	-		_		_		-		-		-		152,460
	22		11,434		13,030		5,993		32		247		65,529
	-		-		-		-		-		-		2,698,859
					-		-						100,000
	9,830		3,948,938		5,454,541		2,683,594		14,363		112,448		31,164,200
	_		-		224,121		640		_		_		593,151
	_		-				-		-		-		137,168
	_		-		-		-		-		-		196,743
					-				-				396,588
	-				224,121		640						1,323,650
	-		-		-		-		-		-		99,847
	-		-		-		-		-		-		148,723
													34,571
	<u>-</u>										-		283,141
	-		_		_		_		-		-		100,000
							2,682,954		14 262		112 440		2 900 765
	-		_		_		2,002,934		14,363		112,448		2,809,765 289,721
	_		-		-		-		-		-		23,405
	-		-		-		-		-		-		12,991
	-		-		-		-		-		-		8,739,711
	-		-		-		-		-		-		1,019,959
	-		-		-		-		-		-		46,781
	9,830		3,948,938		5,230,420		-		_		_		16,548,521
	<u>-</u>		<u>-</u>		<u>-</u>	-			-				(33,445
	9,830		3,948,938		5,230,420		2,682,954		14,363		112,448		29,557,409
\$	9,830	\$	3,948,938	\$	5,454,541	\$	2,683,594	\$	14,363	\$	112,448	\$	31,164,200



Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds For the Year Ended September 30, 2022

	Special Revenue Funds										
	BCSDC Special Revenue	4A Corp Special Revenue	Parks Performance	Hotel/Motel	Grants						
REVENUES											
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -						
Sales and use taxes	6,955,613	6,955,613	-	-	-						
Hotel occupancy taxes	-	-	-	366,737	-						
Franchise fees	-	-	-	-	-						
Charges for services	-	-	1,907,846	-	-						
Intergovernmental	-	-	-	-	1,019,350						
Fines	-	-	-	-	-						
Contributions and donations	-	-	-	-	-						
Investment income (loss)	(49,740)	(48,351)	(4,034)	(8,449)	-						
Mineral lease	-	-	-	-	-						
Street assessments	-	-	-	-	-						
Miscellaneous		193,532	99	18,999							
Total revenues	6,905,873	7,100,794	1,903,911	377,287	1,019,350						
EXPENDITURES											
Current:											
General government	-	-	-	-	-						
Community development	341,652	1,722,429	-	259,609	-						
Public safety	-	-	-	-	445,940						
Public works	-	-	-	-	278,317						
Library	-	-	- 	-	77,689						
Parks and recreation	223,132	-	4,612,416	-	46						
Debt service:											
Principal retirement	=	=	-	-	-						
Interest and fiscal agent charges	-	-	-	-	-						
Capital outlay	23,897	343,631									
Total expenditures	588,681	2,066,060	4,612,416	259,609	801,992						
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	6,317,192	5,034,734	(2,708,505)	117,678	217,358						
OTHER FINANCING SOURCES (USES)											
Sale of capital assets	=	5,000	-	-	-						
Transfers in	-	352,139	2,708,505	-	278,317						
Transfers out	(4,683,318)	(6,718,154)			(338,425)						
Total other financing sources (uses)	(4,683,318)	(6,361,015)	2,708,505		(60,108)						
NET CHANGE IN FUND BALANCE	1,633,874	(1,326,281)	-	117,678	157,250						
FUND BALANCE, BEGINNING	4,941,248	2,474,792		902,281	(190,695)						
FUND BALANCE, ENDING	\$ 6,575,122	\$ 1,148,511	\$ -	\$ 1,019,959	\$ (33,445)						

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds For the Year Ended September 30, 2022

		Spe	cial R	evenue Fund		Capital Projects Funds				
						Other		Mineral		4A EDC
			N	Municipal		Special	Lea	ase Funded	N	lon-bond
		TIF 2&3		Court		Revenue	Capi	tal Projects		Funded
REVENUES			-		-					
Property taxes	\$	1,175,995	\$	_	\$	-	\$	_	\$	_
Sales and use taxes		-	·	_		-	·	_	·	_
Hotel occupancy taxes		_		_		_		_		_
Franchise fees		_		_		50,174		_		_
Charges for services		_		_		-		_		_
Intergovernmental		_		_		_		_		_
Fines		_		71,066		_		_		_
Contributions and donations		_		71,000		290,039		_		_
		(12,590)		(3,978)		(1,786)		(8,523)		(10,191)
Investment income (loss)		(12,390)		(3,976)		(1,780)		618,527		(10,191)
Mineral lease		-		-		-		010,327		-
Street assessments		-		-		69,999		-		-
Miscellaneous	_	26,938								
Total revenues		1,190,343		67,088		408,426		610,004		(10,191)
EXPENDITURES										
Current:										
General government		-		-		24,589		-		-
Community development		291,381		-		8,790		-		-
Public safety		14,844		128,076		2,706		-		-
Public works		-		-		31,014		-		-
Library		-		-		17,805		-		-
Parks and recreation		19,501		-		20,438		87,011		-
Debt service:										
Principal retirement		-		-		-		-		-
Interest and fiscal agent charges		-		-		-		-		-
Capital outlay								747,950		661,052
Total expenditures		325,726		128,076		105,342		834,961		661,052
EXCESS (DEFICIENCY) OF REVENUES		<u> </u>		<u>, </u>		<u> </u>		· · · · · · · · · · · · · · · · · · ·		<u> </u>
OVER (UNDER) EXPENDITURES		864,617		(60,988)		303,084		(224,957)		(671,243)
OTHER CHANGING COURCES (1955)										
OTHER FINANCING SOURCES (USES)		_		_		_		_		_
Sale of capital assets						2,344		_		5,000,000
Transfers in		(022 022)		- (117 E00)		•		-		
Transfers out	_	(833,033)		(117,580)		(102,181)				(352,139)
Total other financing sources (uses)		(833,033)		(117,580)		(99,837)		-		4,647,861
NET CHANGE IN FUND BALANCE		31,584		(178,568)		203,247		(224,957)		3,976,618
FUND BALANCE, BEGINNING		959,931		414,059		58,723		1,210,266		2,397,406
FUND BALANCE, ENDING	\$	991,515	\$	235,491	\$	261,970	\$	985,309	\$	6,374,024

Capital Projects Funds			Debt Service Funds							Total			
N	CSDC 4B lon-bond Funded		Street Paving Trust	No	ellaneous n-bond unded	_De	General ebt Service	De	4A EDC		CSDC 4B bt Service	Go	Other overnmental Funds
\$	_	\$	_	\$	_	\$	7,315,608	\$	-	\$	_	\$	8,491,603
	_		_		_		-		_		_		13,911,226
	_		_		_		_		_		_		366,737
	_		_		_		_		_		_		50,174
	_		_		_		_		_		_		1,907,846
	_		_		_		_		_		_		1,019,350
	_		_		_		_		_		_		71,066
	_		620,574		85,020		_		_		_		995,633
	(37)		(32,325)		(45,306)		(32,634)		(19)		2,732		(255,231)
	-		-		-		-		-		-		618,527
	_		_		_		_		_		_		69,999
					550,000								789,568
	(37)		588,249		589,714		7,282,974		(19)		2,732		28,036,498
	_		_		-		-		_		-		24,589
	-		-		-		-		-		-		2,623,861
	-		-		-		-		-		-		591,566
	-		-		-		-		-		-		309,331
	-		-		-		-		-		-		95,494
	-		-		-		-		-		-		4,962,544
	-		-		-		4,689,991		1,572,580		980,000		7,242,571
	-		-		-		2,544,701		417,241		414,070		3,376,012
	21,500		-	1	,143,324		-						2,941,354
	21,500		-	1	,143,324		7,234,692		1,989,821		1,394,070		22,167,322
	(21,537)		588,249		(553,610)		48,282		(1,989,840)		(1,391,338)		5,869,176
	-		-		457,718		-		-		-		462,718
	-		-	2	,167,686		393,549		1,718,154		1,038,183		13,658,877
					,456,042)		<u>-</u>		<u>-</u>		<u>-</u>		(14,600,872)
				1	,169,362		393,549		1,718,154		1,038,183		(479,277)
	(21,537)		588,249		615,752		441,831		(271,686)		(353,155)		5,389,899
	31,367		3,360,689	4	,614,668		2,241,123		286,049		465,603		24,167,510
\$	9,830	\$	3,948,938	\$ 5	,230,420	\$	2,682,954	\$	14,363	\$	112,448	\$	29,557,409

City of Burleson, Texas Debt Service Funds Budgetary Comparison Schedule For the Year Ended September 30, 2022

		General Debt Service									
	Original Budget	Final Budget	Actual	Variance Positive (Negative)							
REVENUES											
Property taxes and assessments	\$ 7,234,969	\$ 7,234,969	\$ 7,315,608	\$ 80,639							
Investment income (loss)	-		(32,634)	(32,634)							
Total revenues	7,234,969	7,234,969	7,282,974	48,005							
EXPENDITURES											
Debt service:											
Principal retirement	4,689,991	4,689,991	4,689,991	-							
Interest and fiscal agent charges	2,547,356	2,547,356	2,544,701	2,655							
Total expenditures	7,237,347	7,237,347	7,234,692	2,655							
Excess (deficiency) of revenues over (under) expenditures	(2,378)	(2,378)	48,282	50,660							
OTHER FINANCING SOURCES											
Transfers in	393,550	393,550	393,549	(1)							
Total other financing sources	393,550	393,550	393,549	(1)							
NET CHANGE IN FUND BALANCE	391,172	391,172	441,831	50,659							
FUND BALANCE, BEGINNING	2,241,123	2,241,123	2,241,123								
FUND BALANCE, ENDING	\$ 2,632,295	\$ 2,632,295	\$ 2,682,954	\$ 50,659							

BCSDC Debt Service								4A EDC Debt Service								
 Original Budget		Final Budget		Actual		Variance Positive Negative)		Original Budget		Final Budget		Actual		Variance Positive Negative)		
\$ - 8,500	\$	- 8,500	\$	- 2,732	\$	- (5,768)	\$	- 1,000	\$	- 1,000	\$	- (19)	\$	- (1,019)		
 8,500		8,500		2,732	_	(5,768)		1,000		1,000		(19)	_	(1,019)		
 980,000 414,724		980,000 414,724		980,000 414,070		- 654_		1,572,580 417,795		1,572,580 417,795		1,572,580 417,241		- 554		
 1,394,724	-	1,394,724		1,394,070		654		1,990,375		1,990,375		1,989,821		554		
 (1,386,224)		(1,386,224)		(1,391,338)		(5,114)		(1,989,375)		(1,989,375)		(1,989,840)		(465)		
1,393,675		1,393,675		1,038,183		(355,492)		1,990,375		1,990,375		1,718,154		(272,221)		
1,393,675		1,393,675		1,038,183		(355,492)		1,990,375		1,990,375		1,718,154		(272,221)		
7,451		7,451		(353,155)		(360,606)		1,000		1,000		(271,686)		(272,686)		
465,603		465,603		465,603				286,049		286,049		286,049		-		
\$ 473,054	\$	473,054	\$	112,448	\$	(360,606)	\$	287,049	\$	287,049	\$	14,363	\$	(272,686)		

Exhibit E-4

Hotel/Motel Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

	Original Budget			Final Budget	Actual	F	/ariance Positive Negative)
REVENUES					 		
Hotel occupancy taxes	\$	244,625	\$	244,625	\$ 366,737	\$	122,112
Investment income (loss)		1,415		1,415	(8,449)		(9,864)
Miscellaneous		20,000		20,000	 18,999		(1,001)
Total revenues		266,040		266,040	 377,287		111,247
EXPENDITURES							
Current:							
Community development	-	351,795		576,795	 259,609		317,186
Total expenditures		351,795		576,795	 259,609		317,186
EXCESS (DEFICIENCY) OF REVENU	IFS						
OVER (UNDER) EXPENDITURES	JLO	(85,755)		(310,755)	117,678		428,433
NET CHANGE IN FUND BALANCE		(85,755)		(310,755)	117,678		428,433
FUND BALANCE, BEGINNING		902,281		902,281	902,281		
FUND BALANCE, ENDING	\$	816,526	\$	591,526	\$ 1,019,959	\$	428,433

City of Burleson, Texas BCSDC Special Revenue Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales tax	\$ 6,128,500	\$ 6,128,500	\$ 6,955,613	\$ 827,113
Investment income (loss)	15,000	15,000	(49,740)	(64,740)
Total revenues	6,143,500	6,143,500	6,905,873	762,373
EXPENDITURES				
Current:				
Community development	818,778	783,775	341,652	442,123
Parks and recreation	263,510	263,510	223,132	40,378
Capital outlay		50,000	23,897	26,103
Total expenditures	1,082,288	1,097,285	588,681	508,604
EXCESS OF REVENUES OVER EXPENDITURES	5,061,212	5,046,215	6,317,192	1,270,977
OTHER FINANCING USES Transfers out	(5,326,811)	(5,326,811)	(4,683,318)	(643,493)
Total other financing uses	(5,326,811)	(5,326,811)	(4,683,318)	(643,493)
NET CHANGE IN FUND BALANCE	(265,599)	(280,596)	1,633,874	1,914,470
FUND BALANCE, BEGINNING	4,941,248	4,941,248	4,941,248	
FUND BALANCE, ENDING	\$ 4,675,649	\$ 4,660,652	\$ 6,575,122	\$ 1,914,470

City of Burleson, Texas 4A Corp Special Revenue Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

				Variance
	Original	Final		Positive
	Budget	Budget	Actual	Negative)
REVENUES				
Sales tax	\$ 6,128,500	\$ 6,128,500	\$ 6,955,613	\$ 827,113
Investment income (loss)	25,750	25,750	(48,351)	(74,101)
Miscellaneous	 188,200	188,200	 193,532	 5,332
Total revenues	 6,342,450	6,342,450	7,100,794	 758,344
EXPENDITURES				
Current:				
Community development	2,501,207	2,572,749	1,722,429	850,320
Capital outlay	 	 5,000,000	 343,631	4,656,369
Total expenditures	 2,501,207	 7,572,749	 2,066,060	 5,506,689
EXCESS (DEFICIENCY) OF REVENUES				
OVER (UNDER) EXPENDITURES	3,841,243	(1,230,299)	5,034,734	6,265,033
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	-	-	5,000	(5,000)
Transfers in	-	-	352,139	(352,139)
Transfers out	 (1,990,375)	 (1,990,375)	 (6,718,154)	 4,727,779
Total other financing sources (uses)	 (1,990,375)	 (1,990,375)	 (6,361,015)	 4,370,640
NET CHANGE IN FUND BALANCE	1,850,868	(3,220,674)	(1,326,281)	1,894,393
FUND BALANCE, BEGINNING	 2,474,792	 2,474,792	 2,474,792	
FUND BALANCE, ENDING	\$ 4,325,660	\$ (745,882)	\$ 1,148,511	\$ 1,894,393

Exhibit E-7

City of Burleson, Texas Parks Performance Fund **Budgetary Comparison Schedule** For the Year Ended September 30, 2022

				,	/ariance	
	Original	Final		F	Positive	
	 Budget	 Budget	 Actual	(Negative)		
REVENUES						
Charges for services	\$ 2,014,006	\$ 2,014,006	\$ 1,907,846	\$	(106,160)	
Investment income (loss)	721	721	(4,034)		(4,755)	
Miscellaneous	 5,000	 5,000	 99		(4,901)	
Total revenues	 2,019,727	 2,019,727	 1,903,911		(115,816)	
EXPENDITURES						
Current:						
Parks and recreation	 4,735,145	 4,807,399	 4,612,416		194,983	
Total expenditures	 4,735,145	 4,807,399	 4,612,416		194,983	
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,715,418)	(2,787,672)	(2,708,505)		79,167	
OTHER FINANCING SOURCES						
Transfers in	 2,715,416	 2,715,416	 2,708,505		6,911	
Total other financing sources	2,715,416	2,715,416	 2,708,505		6,911	
NET CHANGE IN FUND BALANCE	(2)	(72,256)	-		72,256	
FUND BALANCE, BEGINNING		 				
FUND BALANCE, ENDING	\$ (2)	\$ (72,256)	\$ _	\$	72,256	

City of Burleson, Texas TIF 2&3 Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

	Original Final Budget Budget				Actual	ı	Variance Positive Negative)
REVENUES						•	
Property taxes	\$	1,149,080	\$	1,149,080	\$ 1,175,995	\$	26,915
Investment income (loss)		-		-	(12,590)		(12,590)
Miscellaneous		-		<u>-</u>	 26,938		26,938
Total revenues		1,149,080		1,149,080	 1,190,343		41,263
EXPENDITURES							
Current:							
Community development		321,939		321,939	291,381		30,558
Public safety		230,275		230,275	14,844		215,431
Parks and recreation		-		-	 19,501		(19,501)
Total expenditures		552,214		552,214	325,726		226,488
EXCESS (DEFICIENCY) OF REVENUES							
OVER (UNDER) EXPENDITURES		596,866		596,866	864,617		267,751
OTHER FINANCING USES							
Transfers out		(393,550)		(393,550)	 (833,033)		439,483
Total other financing uses		(393,550)		(393,550)	 (833,033)		439,483
NET CHANGE IN FUND BALANCE		203,316		203,316	31,584		(171,732)
FUND BALANCE, BEGINNING		959,931		959,931	959,931		
FUND BALANCE, ENDING	\$	1,163,247	\$	1,163,247	\$ 991,515	\$	(171,732)

City of Burleson, Texas Municipal Court Fund Budgetary Comparison Schedule For the Year Ended September 30, 2022

	Original Budget		Final Budget		Actual		Р	ariance ositive egative)
REVENUES		_						·
Fines	\$	106,500	\$	106,500	\$	71,066	\$	(35,434)
Investment income (loss)				<u>-</u>		(3,978)		(3,978)
Total revenues		106,500		106,500		67,088		(39,412)
EXPENDITURES								
Current:								
Public safety		138,588		186,838		128,076		58,762
Total expenditures		138,588		186,838		128,076		58,762
EXCESS (DEFICIENCY) OF REVENUES								
OVER (UNDER) EXPENDITURES		(32,088)		(80,338)		(60,988)		19,350
OTHER FINANCING USES								
Transfers out		(117,580)		(117,580)		(117,580)		
Total other financing uses		(117,580)		(117,580)		(117,580)		
NET CHANGE IN FUND BALANCE		(149,668)		(197,918)		(178,568)		19,350
FUND BALANCE, BEGINNING		414,059		414,059		414,059		<u>-</u>
FUND BALANCE, ENDING	\$	264,391	\$	216,141	\$	235,491	\$	19,350

Combining Financial Statements Nonmajor Enterprise Funds

Nonmajor Enterprise Funds

The Golf Course Fund accounts for the operations of the City's golf course, Hidden Creek Golf Course.

The **Solid Waste Fund** accounts for the operations of the City's solid waste collection utility.

The **Cemetery Enterprise Fund** accounts for the operations of the City's cemetery.

City of Burleson, Texas Nonmajor Enterprise Funds Combining Statement of Net Position September 30, 2022

	Hidden Creek Golf Course		Solid Waste		Cemetery		Total
ASSETS							
Current assets:							
Deposits and investments	\$	244,319	\$	707,541	\$	1,054,447	\$ 2,006,307
Receivables:							
Accounts		9,123		319,792		4,667	333,582
Accrued interest		1,309		3,462		2,361	 7,132
Total current assets		254,751		1,030,795		1,061,475	 2,347,021
Noncurrent assets:							
Capital assets, net		2,480,059		5,538		894,902	 3,380,499
Total noncurrent assets		2,480,059		5,538		894,902	 3,380,499
Total assets		2,734,810		1,036,333		1,956,377	 5,727,520
DEFERRED OUTFLOWS OF RESOURCES							
Deferred charge on refunding		6,965		-		-	6,965
Deferred outflows related to pensions		165,805		-		-	165,805
Deferred outflows related to OPEB (RHP & SDBF)		20,343					 20,343
Total deferred outflows of resources		193,113					193,113
LIABILITIES							
Current liabilities:							
Accounts payable	\$	66,508	\$	810,099	\$	9,247	\$ 885,854
Accrued liabilities		50,632		-		-	50,632
Unearned revenue		579		-		-	579
Accrued interest payable		3,426		-		-	3,426
Bonds and compensated absences		378,674					 378,674
Total current liabilities		499,819		810,099		9,247	 1,319,165
Noncurrent liabilities:							
Bonds and compensated absences		815,946		-		-	815,946
Net pension liability		328,144		-		-	328,144
Total OPEB liability (RHP & SDBF)		130,299					130,299
Total noncurrent liabilities		1,274,389					 1,274,389
Total liabilities		1,774,208		810,099		9,247	 2,593,554
DEFERRED INFLOWS OF RESOURCES							
Deferred inflows related to pensions		157,816		-		_	157,816
Deferred inflows related to OPEB (RHP & SDBF)		14,955		-		-	14,955
Total deferred inflows of resources		172,771				_	172,771
NET POSITION							
Net investment in capital assets		1,392,229		5,538		888,357	2,286,124
Unrestricted		(411,285)		220,696		1,058,773	 868,184
TOTAL NET POSITION	\$	980,944	\$	226,234	\$	1,947,130	\$ 3,154,308

Exhibit F-2

City of Burleson, Texas Nonmajor Enterprise Funds Combining Statement of Revenues, Expenses, and Changes in Net Position For the Year Ended September 30, 2022

	Hidden Creek						
	G	olf Course	s	olid Waste		Cemetery	Total
OPERATING REVENUES							
Charges for goods and services	\$	1,925,878	\$	3,323,598	\$	49,830	\$ 5,299,306
Miscellaneous		2,522		-		20,609	23,131
Mineral lease						34,699	 34,699
Total operating revenues		1,928,400		3,323,598		105,138	 5,357,136
OPERATING EXPENSES							
Cost of golf operations		2,420,931		-		-	2,420,931
Cost of cemetery operations		-		-		2,061	2,061
Cost of solid waste operations		-		3,752,644		-	3,752,644
Materials, supplies, and cemetery lots		-		-		2,807	2,807
Depreciation		64,307		462		10,625	 75,394
Total operating expenses		2,485,238		3,753,106		15,493	 6,253,837
OPERATING INCOME (LOSS)		(556,838)		(429,508)		89,645	 (896,701)
NON-OPERATING REVENUES (EXPENSES)							
Gain on disposition of capital assets		-		167,341		-	167,341
Investment income (loss)		(6,064)		(14,213)		(8,331)	(28,608)
Interest and fiscal agent charges		(51,032)					 (51,032)
Total non-operating revenues (expenses)		(57,096)		153,128		(8,331)	 87,701
LOSS BEFORE CAPITAL CONTRIBUTIONS							
AND TRANSFERS		(613,934)		(276,380)		81,314	(809,000)
Transfers in		936,630		-		-	936,630
Transfers out		_		(1,015,448)		_	(1,015,448)
CHANGE IN NET POSITION		322,696		(1,291,828)		81,314	(887,818)
NET POSITION AT BEGINNING OF YEAR		658,248		1,518,062		1,865,816	4,042,126
NET POSITION AT END OF YEAR	\$	980,944	\$	226,234	\$	1,947,130	\$ 3,154,308

City of Burleson, Texas Nonmajor Enterprise Funds Combining Statement of Cash Flows For the Year Ended September 30, 2022

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total Nonmajor Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 1,927,688	\$ 3,459,983	\$ 55,948	\$ 5,443,619
Refunds of customer deposits	-	-	(17,589)	(17,589)
Payments to suppliers and service				
providers	(1,308,799)	(3,214,882)	711	(4,522,970)
Payments to employees for salaries and				
benefits	(1,209,237)	-	-	(1,209,237)
Other receipts	3,101		55,308	58,409
Net cash provided by (used in) operating activities	(587,247)	245,101	94,378	(247,768)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Payments from other funds	936,630	-	-	936,630
Payments to other funds		(1,015,448)		(1,015,448)
Net cash provided by noncapital financing activities	936,630	(1,015,448)		(78,818)
CASH FLOWS FROM CAPITAL AND				
RELATED FINANCING ACTIVITIES				
Receipts from sale of capital assets	-	180,392	-	180,392
Principal paid on bonds	(339,357)	-	-	(339,357)
Interest payments on bonds	(32,106)	-	-	(32,106)
Acquisition of capital assets			(674,436)	(674,436)
Net cash provided by (used in) capital and				
related financial activities	(371,463)	180,392	(674,436)	(865,507)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received (paid)	(7,373)	(16,802)	(9,722)	(33,897)
Net cash provided by investing activities				
activities	(7,373)	(16,802)	(9,722)	(33,897)
Net increase (decrease) in cash and cash equivalents	(29,453)	(606,757)	(589,780)	(1,225,990)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	273,772	1,314,298	1,644,227	3,232,297
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 244,319	\$ 707,541	\$ 1,054,447	\$ 2,006,307

Exhibit F-3

City of Burleson, Texas Combining Financial Statements Nonmajor Enterprise Funds Combining Statement of Cash Flows - Continued For the Year Ended September 30, 2022

	dden Creek olf Course	So	olid Waste	Ce	emetery	al Nonmajor nterprise Funds
Reconciliation of operating loss	 					
to net cash provided (used) by operating activities:						
Operating income (loss)	\$ (556,838)	\$	(429,508)	\$	89,645	\$ (896,701)
Depreciation	64,307		462		10,625	75,394
Change in operating assets and liabilities:						
(Increase) decrease in accounts						
receivable	2,389		136,385		6,118	144,892
(Increase) decrease in inventories	32,760		-		2,807	35,567
(Increase) decrease in deferred outflows						
related to pension	(40,335)		-		-	(40,335)
(Increase) decrease in deferred outflows						
related to OPEB	6,544		-		-	6,544
Increase (decrease) in accounts payable	(20,653)		537,762		2,772	519,881
Increase (decrease) in accrued liabilities	5,946		-		-	5,946
Increase (decrease) in customer deposits	-		-		(17,589)	(17,589)
Increase (decrease) in unearned revenue	579		-		-	579
Increase (decrease) in compensated						
absences	(48,021)		-		-	(48,021)
Increase (decrease) in net pension						
liability and total OPEB liability	(136,952)		-		-	(136,952)
Increase (decrease) in deferred inflows						
related to pension	91,631		-		-	91,631
Increase (decrease) in deferred inflows related to OPEB	 11,396				-	11,396
Net cash provided by (used in) operating activities	\$ (587,247)	\$	245,101	\$	94,378	\$ (247,768)

Combining Financial Statements Internal Service Funds

Internal Service Funds are used to account for the financing of goods and/or services provided by one department to another department within the City:

The **Equipment Services Fund** accounts for a full range of services in managing and maintaining the City's fleet of vehicles and equipment. All costs associated with these operations are charged to the using department to offset the adopted budget to this fund.

The **Governmental Vehicle Replacement Fund** provides for the replacement of vehicles and equipment utilized by all governmental City departments. The two equipment replacement funds enable the City to fund major equipment purchases without substantially affecting the stability of the ad valorem tax rate.

The **Business-Type Vehicle Replacement Fund** is used as a funding, management and planning tool that provides a systematic approach to the replacement of City-owned vehicles and equipment used by the Water-Wastewater, Golf and Solid Waste funds.

The **Support Services Fund** is designed to record the activities of support services function (currently only Information Technology) and allow for the costs of these services to be reflected as expenditures of the "customer" departments.

The **Health Insurance Fund** accounts for the City's self-health insurance program.

Exhibit G-1

City of Burleson, TexasCombining Statement of Net Position Internal Service Funds September 30, 2022

	Equipment Services	Governmental Vehicle Replacement	Business-type Vehicle Replacement	Support Services	Health Insurance	Total Internal Service Funds
ASSETS						
Current assets: Cash and investments	\$ -	\$ 3,685,494	\$ 1,302,319	\$ 1,419,549	\$ 3,821,012	\$ 10,228,374
Receivables:	> -	\$ 3,003,494	\$ 1,302,319	\$ 1,419,549	\$ 3,021,012	\$ 10,226,374
Accounts	-	-	-	-	1,594	1,594
Accrued interest	-	8,105	1,533	3,179	8,544	21,361
Inventories	54,943					54,943
Total current assets	54,943	3,693,599	1,303,852	1,422,728	3,831,150	10,306,272
Noncurrent assets:						
Capital assets, net	76,986	2,552,390	839,495	1,582,191		5,051,062
Total noncurrent assets	76,986	2,552,390	839,495	1,582,191		5,051,062
Total assets	131,929	6,245,989	2,143,347	3,004,919	3,831,150	15,357,334
DEFERRED OUTFLOWS OF RESOURCES						
Deferred outflows related to pensions Deferred outflows related to OPEB (RHP & SDBF)	61,813 7,585	-	-	249,435 30,603	-	311,248 38,188
Total deferred outflows	69,398			280,038		349,436
LIABILITIES Current liabilities:						
Accounts payable	93,904	-	-	165,726	4,754	264,384
Compensated absences Due to other funds	6,761 155,558	-	-	69,375	-	76,136 155,558
Accrued liabilities	14,627	-	-	48,873	182	63,682
Total current liabilities	270,850			283,974	4,936	559,760
Noncurrent liabilities:						
Net pension liability	122,335	-	-	493,655	-	615,990
Total OPEB liability (RHP & SDBF)	48,578	-	-	196,022	-	244,600
Compensated absences				31,524		31,524
Total noncurrent liabilities	170,913			721,201		892,114
Total liabilities	441,763			1,005,175	4,936	1,451,874
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows related to pensions	58,835	-	-	237,417	-	296,252
Deferred inflows related to OPEB (RHP & SDBF)	5,574			22,498		28,072
Total deferred inflows	64,409			259,915		324,324
NET POSITION						
Net investment in capital assets	76,986	2,552,390	839,495	1,582,191	-	5,051,062
Unrestricted	(381,831)	3,693,599	1,303,852	437,676	3,826,214	8,879,510
Total net position	\$ (304,845)	\$ 6,245,989	\$ 2,143,347	\$ 2,019,867	\$ 3,826,214	\$ 13,930,572

City of Burleson, **Texas**Combining Statement of Revenues, Expenses and Changes in Fund Net Position - Internal Service Funds September 30, 2022

	Equipment Services	Governmental Vehicle Replacement	Business-type Vehicle Replacement	Support Services	Health Insurance	Total Internal Service Funds
OPERATING REVENUES						
Charges for goods and services	\$ 1,314,361	\$ 1,730,182	\$ 520,191	\$ 4,957,431	\$ 5,737,391	\$ 14,259,556
Miscellaneous				138,582	81,159	219,741
Total operating revenues	1,314,361	1,730,182	520,191	5,096,013	5,818,550	14,479,297
OPERATING EXPENSES						
Personnel services	387,332	-	-	1,410,052	426,243	2,223,627
Professional and contracted services	-	-	-	256,714	97,916	354,630
Insurance	-	-	-	-	4,618,144	4,618,144
Repairs and maintenance	538,767	-	-	1,142,223	· -	1,680,990
Materials and supplies	680,304	-	-	337,847	-	1,018,151
Depreciation	46,817	876,865	248,014	261,103		1,432,799
Total operating expenses	1,653,220	876,865	248,014	3,407,939	5,142,303	11,328,341
Operating income (loss)	(338,859)	853,317	272,177	1,688,074	676,247	3,150,956
NONOPERATING REVENUES (EXPENSES)						
Gain (loss) on sale of capital assets	-	(43,120)	467,220	-	-	424,100
Investment income (loss)	73_	(34,317)	(4,611)	(11,536)	(34,228)	(84,619)
Total nonoperating revenues	73	(77,437)	462,609	(11,536)	(34,228)	339,481
Income (loss) before transfers	(338,786)	775,880	734,786	1,676,538	642,019	3,490,437
Transfers out		(3,000,000)	(1,000,000)			(4,000,000)
Change in net position	(338,786)	(2,224,120)	(265,214)	1,676,538	642,019	(509,563)
NET POSITION - BEGINNING OF YEAR	33,941	8,470,109	2,408,561	343,329	3,184,195	14,440,135
NET POSITION - ENDING OF YEAR	\$ (304,845)	\$ 6,245,989	\$ 2,143,347	\$ 2,019,867	\$ 3,826,214	\$ 13,930,572

City of Burleson, TexasCombining Statement of Cash Flows Internal Service Funds September 30, 2022

	Equipment Services	Vehicle Replacement Governmental	Vehicle Replacement Business-Type	Support Services	Health Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES	Jei vices	Governmental	business-Type	Services	Trisulance	Total
Receipts for interfund charges	\$ 1,314,361	\$ 1,777,382	\$ 527,192	\$ 4,990,869	\$ 5,739,742	\$ 14,349,546
Other receipts	(4.457.420)	-	-	138,582	81,159	219,741
Payments to vendors, suppliers and contractors Payments to employees for services	(1,157,120) (385,990)			(1,594,752) (1,473,327)	(4,713,876) (426,339)	(7,465,748) (2,285,656)
Net cash provided by (used in) operating activities	(228,749)	1,777,382	527,192	2,061,372	680,686	4,817,883
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Payments to other funds	155,558	(3,000,000)	(1,000,000)	_	_	(3,844,442)
Tayments to other rands	133,330	(3,000,000)	(1,000,000)			(5,011,112)
Net cash provided by (used in)						
noncapital financing activities	155,558	(3,000,000)	(1,000,000)			(3,844,442)
CASH FLOWS FROM CAPITAL AND						
RELATED FINANCING ACTIVITIES						
Receipts for sale of capital assets	=	(43,120)	467,220	- (1 300 306)	-	424,100
Acquisition and construction of capital assets		(909,850)	(159,954)	(1,389,306)		(2,459,110)
Net cash used by capital and related						
financing activities	_	(952,970)	307,266	(1,389,306)	-	(2,035,010)
indicing detivities		(302/370)	507,200	(1/303/300)		(2/055/010)
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest received (paid)	113	(40,910)	(5,284)	(14,243)	(42,330)	(102,654)
Interest received (pale)		(10/310)	(3)231)	(11/210)	(12/330)	(102/031)
Net cash provided by (used in) investing activities	113	(40,910)	(5,284)	(14,243)	(42,330)	(102,654)
Net increase (decrease) in cash and						
cash equivalents	(73,078)	(2,216,498)	(170,826)	657,823	638,356	(1,164,223)
casti equivalents	(73,076)	(2,210,498)	(170,820)	037,823	038,330	(1,104,223)
CASH AND CASH EQUIVALENTS, beginning of year	73,078	5,901,992	1,473,145	761,726	3,182,656	11,392,597
CASH AND CASH EQUIVALENTS, end of year	\$ -	\$ 3,685,494	\$ 1,302,319	\$ 1,419,549	\$ 3,821,012	\$ 10,228,374
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET						
CASH PROVIDED (USED) BY OPERATING ACTIVITIES	\$ (338,859)	\$ 853,317	\$ 272,177	\$ 1,688,074	\$ 676,247	\$ 3.150.956
Operating income (loss) Depreciation	\$ (338,859) 46,817	\$ 853,317 876,865	\$ 2/2,1// 248,014	261,103	\$ 676,247	\$ 3,150,956 1,432,799
Change in operating assets and liabilities:	40,617	870,803	240,014	201,103		1,432,799
Decrease (increase) in accounts receivable	_	47,200	7,001	33,438	2,351	89,990
Decrease (increase) in inventories	(21,671)	-	-	-	-	(21,671)
Decrease (increase) in deferred outflows	(//					(//
related to pension	(21,339)	-	-	(91,080)	-	(112,419)
Decrease (increase) in deferred outflows						
related to OPEB	1,089	=	=	3,329	=	4,418
Increase (decrease) in accounts payable	83,622	=	=	142,032	2,184	227,838
Increase (decrease) in accrued liabilities	2,434	-	-	9,063	(96)	11,401
Increase (decrease) in compensated absences	(1,603)	=	=	(94,707)	=	(96,310)
Increase (decrease) in net pension liability	(21,151)	=	=	(61,770)	=	(82,921)
Increase (decrease) in deferred inflows related to pension	- 37,485	-	-	153,885	=	191,370
Increase (decrease) in deferred inflows	,			,		•••
related to OPEB	4,427			18,005		22,432
Net cash provided by (used in) operating activities	\$ (228,749)	\$ 1,777,382	\$ 527,192	\$ 2,061,372	\$ 680,686	\$ 4,817,883

Statistical Section (Unaudited)

financial reports of the relevant year.

This part of the City of Burleson's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents:

Financial Trends
Tilluliciai Ticlias
These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.
Revenue Capacity5
These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.
Debt Capacity9
These schedules present information to help the reader assess the affordability of the government's current level of outstanding debt and the government's ability to issue additional debt in the future.
Demographic and Economic Information
These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.
Operating Information
These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive

City of Burleson, Texas Net Position by Component Last Ten Fiscal Years (Accrual Basis of Accounting) (Unaudited)

	2013	2014	2015	2016
Governmental activities:	¢101 200 E7E	¢102 E10 0E1	¢105 000 570	#111 260 A2E
Net investment in capital assets Restricted Unrestricted	\$101,280,575 10,262,236 18,176,631	\$102,518,051 11,786,219 19,052,951	\$105,900,578 13,626,779 10,915,868	\$111,368,435 11,548,400 10,908,958
Total governmental activities net position	\$129,719,442	\$133,357,221	\$130,443,225	\$133,825,793
Business-type activities:				
Net investment in capital assets	\$ 53,375,788	\$ 55,348,196	\$ 59,041,199	\$ 56,061,308
Restricted Unrestricted	3,250,923 6,943,042	4,592,463 7,355,782	3,667,415 7,251,796	4,592,463 12,448,245
Total business-type activities net position	\$ 63,569,753	\$ 67,296,441	\$ 69,960,410	\$ 73,102,016
Primary government:				
Net investment in capital assets	\$154,656,363	\$157,866,247	\$164,941,777	\$167,429,743
Restricted	13,513,159	16,378,682	17,294,194	16,140,863
Unrestricted	25,119,673	26,408,733	18,167,664	23,357,203
Total primary government activities net position	\$193,289,195	\$200,653,662	\$200,403,635	\$206,927,809

2017	2018	2019	2020	2021	2022
\$127,316,098 12,262,240 8,167,997	\$136,812,328 13,166,573 4,245,368	\$148,085,539 13,232,818 4,248,170	\$153,051,846 17,468,108 6,714,141	\$163,721,859 12,460,606 14,525,540	\$174,521,592 12,617,978 23,156,517
\$147,746,335	\$154,224,269	\$165,566,527	\$177,234,095	\$190,708,005	\$210,296,087
\$ 68,346,297 1,049,746 10,499,641	\$ 69,333,764 1,049,746 15,642,520	\$ 75,777,424 5,225,080 11,580,796	\$ 79,752,890 7,415,521 13,778,201	\$ 88,788,759 7,608,773 10,389,928	\$ 86,021,027 305,147 28,366,948
\$ 79,895,684	\$ 86,026,030	\$ 92,583,300	\$100,946,612	\$106,787,460	\$114,693,122
\$195,662,395 13,311,986 18,667,638	\$206,146,122 14,216,319 19,887,888	\$223,862,963 18,457,898 15,828,966	\$232,804,736 24,883,629 20,492,342	\$252,510,618 20,069,379 24,915,468	\$260,542,619 12,923,125 51,523,465
\$227,642,019	\$240,250,329	\$258,149,827	\$278,180,707	\$297,495,465	\$324,989,209

City of Burleson, Texas Changes in Net Position Last Ten Fiscal Years (Unaudited) (Accrual Basis of Accounting)

	2013	2014	2015	2016
Expenses				
Governmental activities:				
General government	\$ 4,779,683	\$ 6,027,808	\$ 5,567,804	\$ 3,406,957
Public safety	14,505,108	14,793,251	15,587,330	18,135,674
Public works	9,476,476	10,025,105	10,344,069	11,100,276
Community Development	1,534,915	2,071,758	2,467,564	4,701,517
Culture and recreation	6,148,475	6,851,657	7,062,534	7,801,924
Parks and recreation	-	-	-	-
Library	-	-	-	-
Interest and other fees	3,256,327	3,319,768	3,218,658	3,237,341
Total governmental activities expenses	39,700,984	43,089,347	44,247,959	48,383,689
Business-type activities:				
Water and wastewater	14,553,979	14,699,969	15,692,100	16,333,488
Hidden Creek Golf Course	2,100,255	1,922,102	1,983,682	2,049,089
Solid Waste	2,595,756	2,742,100	2,779,193	2,846,497
Cemetery	10,994	11,498	11,891	11,152
Total business-type activities expenses	19,260,984	19,375,669	20,466,866	21,240,226
Total primary government expenses	\$ 58,961,968	\$ 62,465,016	\$ 64,714,825	\$ 69,623,915
Program Revenues:				
Governmental activities:				
Charges for services	\$ 8,127,467	\$ 8,036,809	\$ 7,773,637	\$ 7,566,246
Operating grants and contributions	603,962	294,371	829,724	971,500
Capital grants and contributions	3,769,399	3,752,163	2,983,243	2,144,534
Total governmental activities program revenues	12,500,828	12,083,343	11,586,604	10,682,280
Business-type activities				
Charges for services	19,788,547	20,526,744	21,331,913	22,263,652
Operating grants and contributions	561,332	1,004,948	846,581	827,614
Capital grants and contributions	2,976,121	1,938,294	1,766,788	1,067,383
Total business-type activities program revenues	23,326,000	23,469,986	23,945,282	24,158,649
Total primary government program revenues	\$ 35,826,828	\$ 35,553,329	\$ 35,531,886	\$ 34,840,929
Net (expense)/revenue				
Governmental activities	\$(27,200,156)	\$(31,006,004)	\$(32,661,355)	\$(37,701,409)
Business-type activities	4,065,016	4,094,317	3,478,416	2,918,423
Total primary government net expense	\$(23,135,140)	\$(26,911,687)	\$(29,182,939)	\$(34,782,986)

2017	2018	2019	2020	2021	2022
\$ 7,611,844	\$ 7,801,767	\$ 8,762,392	\$ 9,901,828	\$ 7,678,903	\$ 8,293,081
18,619,648	19,356,978	20,396,702	21,647,212	26,227,399	29,220,408
11,263,930	12,173,830	12,650,861	14,839,605	13,597,575	14,743,553
2,740,816	4,902,487	5,138,466	4,216,584	4,587,759	4,178,055
8,091,904	8,134,817	8,053,419	7,940,337	7,697,763	-
-	-	-	-	-	6,377,399
-	_	_	_	_	1,411,839
3,118,052	2,954,294	3,242,540	3,122,881	2,886,794	2,805,915
					, ,
51,446,194	55,324,173	58,244,380	61,668,447	62,676,193	67,030,250
16,349,125	17,605,194	18,910,941	18,543,022	18,640,527	20,536,810
2,141,509	2,046,511	2,194,026	2,321,398	1,895,172	2,546,070
2,957,738	3,047,978	3,179,444	3,464,393	3,563,473	3,780,319
11,910	12,528	28,894	33,770	80,828	15,493
21,460,282	22,712,211	24,313,305	24,362,583	24,180,000	26,878,692
+ 72 006 476	+ 70 026 204	+ 02 557 605	+ 06 024 020	+ 06.056.403	+ 02 000 042
\$ 72,906,476	\$ 78,036,384	\$ 82,557,685	\$ 86,031,030	\$ 86,856,193	\$ 93,908,942
\$ 8,782,144	\$ 8,784,594	\$ 8,480,206	\$ 7,845,040	\$ 8,780,004	\$ 9,394,259
1,592,388	1,426,293	738,026	2,998,564	5,981,907	4,270,180
11,440,915	6,353,066	7,595,136	5,699,075	2,253,873	8,786,321
		, ,		· · ·	, ,
21,815,447	16,563,953	16,813,368	16,542,679	17,015,784	22,450,760
23,108,557	25,809,983	25,405,060	26,532,808	26,713,025	29,937,355
1,108,892	-	16,442	8,549	14,260	34,699
4,020,669	2,272,247	3,512,382	3,818,739	2,980,216	5,036,972
28,238,118	28,082,230	28,933,884	30,360,096	29,707,501	35,009,026
+ 50 052 565	+ 44.545.400	÷ 45 747 252	+ 46 000 775	+ 46 722 205	+ 57 450 706
\$ 50,053,565	\$ 44,646,183	\$ 45,/4/,252	\$ 46,902,775	\$ 46,723,285	\$ 57,459,786
\$(29,630,747)	\$(38,760,220)	\$(41,431,012)	\$(45,125,768)	\$ (45,660,409)	\$(44,579,490)
6,777,836	5,370,019	4,620,579	5,997,513	5,527,501	8,130,334
	3,370,013	1,020,373	5,557,515	5,327,301	0,130,334
\$(22,852,911)	\$(33,390,201)	\$(36,810,433)	\$(39,128,255)	\$ (40,132,908)	\$(36,449,156)

City of Burleson, Texas Changes in Net Position Last Ten Fiscal Years (Unaudited) (Accrual Basis of Accounting)

	2013	2014	2015	2016
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	\$ 15,853,216	\$ 16,377,575	\$ 19,171,938	\$ 20,510,482
Tax Increment Financing	254,600	406,445	423,586	457,438
Sales and use taxes	14,110,028	16,051,878	16,689,391	16,595,528
Hotel/motel taxes	146,986	165,550	192,639	219,250
Franchise fees	2,659,237	2,968,801	3,242,051	3,166,620
Investment income	536,572	80,273	95,192	243,568
Gain on sale of assets	-	-	-	-
Transfers	122,937	(258,909)	(244,589)	(108,909)
Total governmental activities	33,683,576	35,791,613	39,570,208	41,083,977
Business-type activities:				
Investment income	38,714	26,334	29,790	114,274
Gain on sale of assets	-	-	-	-
Transfers	(122,937)	258,909	244,589	108,909
Total business-type revenues	(84,223)	285,243	274,379	223,183
Total primary government	\$ 33,599,353	\$ 36,076,856	\$ 39,844,587	\$ 41,307,160
Change in Net Position				
Governmental activities	\$ 6,483,420	\$ 4,785,609	\$ 6,908,853	\$ 3,382,568
Business-type activies	3,980,793	4,379,560	3,752,795	3,141,606
	+ 10 161 0:5			
Total primary government	\$ 10,464,213	\$ 9,165,169	\$ 10,661,648	\$ 6,524,174

2017	2018	2019	2020	2021		2022
\$ 21,776,804	\$ 21,776,804	\$ 26,785,864	\$ 28,894,199	\$	29,343,869	\$ 30,311,580
536,812	536,812	683,559	777,021		905,662	1,175,995
17,099,917	17,099,917	19,660,908	21,468,069		24,801,831	28,011,255
222,652	222,652	237,665	190,187		455,115	466,584
3,113,999	3,113,999	3,383,906	3,404,113		3,732,406	3,931,439
471,436	471,436	1,772,832	1,950,288		78,034	(484,929)
-	-	105,767	1,877,727		70,477	13,402
329,669	329,669	(780,753)	(1,768,268)		(253,075)	742,246
43,551,289	43,551,289	51,849,748	56,793,336		59,134,319	64,167,572
311,582	311,582	1,114,808	581,231		44,697	(116,987)
33,919	33,919	41,100	16,300		15,575	634,561
(329,669)	(329,669)	780,753	1,768,268		253,075	(742,246)
15,832	15,832	1,936,661	2,365,799		313,347	(224,672)
\$ 43,567,121	\$ 43,567,121	\$ 53,786,409	\$ 59,159,135	\$	59,447,666	\$ 63,942,900
\$ 13,920,542	\$ 4,791,069	\$ 10,418,736	\$ 11,667,568	\$	13,473,910	\$ 19,588,082
6,793,668	5,385,851	6,557,240	8,363,312		5,840,848	7,905,662
\$ 20,714,210	\$ 10,176,920	\$ 16,975,976	\$ 20,030,880	\$	19,314,758	\$ 27,493,744

Fund Balances
Governmental Funds
Last Ten Fiscal Years (Unaudited)
(Modified Accrual Basis of Accounting)

	2013		2014		2015		2016	
General Fund:								
Nonspendable	\$	53,769	\$	24,806	\$	32,024	\$	28,174
Committed to:								
Debt service		703,824		610,445		510,802		404,607
Other Purposes		718,732		513,332		809,956		251,257
Assigned to:								
Risk management		874,825		1,047,047		1,047,047		1,047,047
Unassigned		8,841,408		9,945,249		9,023,255		9,273,423
Total general fund	\$	11,192,558	\$	12,140,879	\$	11,423,084	\$	11,004,508
All Other Governmental Funds:								
Nonspendable	\$	300	\$	1,437	\$	1,389	\$	2,617
Restricted for:								
Debt service		2,704,260		2,576,315		2,580,870		2,530,494
Public safety		-		-		-		-
Parks and recreation		-		-		-		-
Library		-		-		10,000		1,096
Economic development		7,074,668		8,702,328		10,473,189		8,406,131
Tourism		483,308		507,576		572,720		623,803
Capital projects		-	-		18,992,927		16,233,204	
Other purposes		-		-		-		-
Committed to:								
Culture and recreation		723,587		530,845		585,144		683,099
Economic development		140,743		272,383		409,834		484,485
Capital projects		19,994,818		27,119,647		8,843,780		8,325,229
Debt service		511,000		-		-		-
Unassigned				-		-		-
Total all other governmental funds	\$	31,632,684	\$	39,710,531	\$	42,469,853	\$	37,290,158

2017	2018		2019		2020 2021			2022	
\$ 26,769	\$ 40,389	\$	14,997	\$	4,080	\$	49,800	\$	27,424
291,558	802,860		622,908		523,325		465,429		405,527
299,254	586,007		320,191		220,044		234,175		1,025,116
1,047,047	1,047,047		1,369,818		1,260,078		_		-
8,334,083	7,534,128		9,391,334		14,120,506		17,589,905		20,466,098
\$ 9,998,711	\$ 10,010,431	\$	11,719,248	\$	16,128,033	\$	18,339,309	\$	21,924,165
\$ 5,190	\$ 1,412	\$	1,620	\$	-	\$	-	\$	100,000
2,545,853	2,682,681		2,315,108		3,150,018		2,992,775		2,809,765
-	-		-		1,123		414,059		289,721
-	-		1,402		618		563		23,405
408	409		522		243		815		12,991
9,597,492	10,428,389		10,147,192		13,620,267	8,428,929		8,739,711	
647,895	721,237		770,518		697,823		902,281		1,019,959
15,166,607	27,103,803		28,908,327		21,852,694		15,298,057		16,238,510
-	-		-		-		5,203		46,781
889,250	875,940		981,885		-		-		-
395,759	73,618		73,618		73,618		-		-
8,127,991	6,416,935		8,263,131		8,517,847		11,614,396		16,548,521
-	-		-		-		-		-
 	-	. —		_	(1,424,708)		(191,511)		(153,545)
\$ 37,376,445	\$ 48,304,424	\$	51,463,323	\$	46,489,543	\$	39,465,567	\$	45,675,819

Changes in Fund Balances Governmental Funds Last Ten Fiscal Years (Unaudited) (Modified Accrual Basis of Accounting)

	2013	2014	2015	2016
Revenues:	# 1C 247 F20	± 16 000 024	# 10.0FC.030	± 21 220 200
Property taxes	\$ 16,247,528	\$ 16,980,934	\$ 19,856,938	\$ 21,228,368
Sales and use taxes	14,257,015	16,216,375	16,880,929	16,798,919
Franchise fees	2,714,231	2,940,465	3,193,511	3,150,851
Licenses and permits	1,147,361	1,446,281	1,415,034	1,335,198
Intergovernmental	212,609	242,262	287,832	599,310
Fines and forfeitures	1,127,906	1,282,599	1,422,084	1,402,152
Donations Characteristics	391,353	52,110	533,822	251,840
Charges for services	3,267,802	3,555,560	3,727,378	3,840,360
Investment income	81,002	74,873	88,026	223,806
Mineral lease	1,058,233	969,979	521,976	268,183
Street assessments	86,535	70,473	166,226	143,429
Miscellaneous	2,296,743	1,581,916	1,874,647	1,578,783
Total revenues	42,888,318	45,413,827	49,968,403	50,821,199
Expenditures:				
Current:				
General government	5,109,652	4,596,577	5,178,035	5,356,449
Public safety	13,916,985	14,734,093	17,829,372	18,320,238
Public works	5,434,287	5,755,348	5,869,224	6,416,556
Community development	1,790,790	2,401,704	2,834,550	5,057,885
Culture and recreation	5,527,597	6,249,210	6,275,252	6,867,778
Library	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	1,723,052	11,310,554	10,414,349	14,986,952
Debt service:				
Principal	5,106,392	4,627,379	5,230,643	5,741,552
Interest and fiscal agent charges	3,262,591	3,202,770	3,815,653	3,558,020
Debt issuance costs				
Total expenditures	41,871,346	52,877,635	57,447,078	66,305,430
Excess (deficiency) of revenues				
over (under) expenditures	1,016,972	(7,463,808)	(7,478,675)	(15,484,231)
Other financing sources (uses):				
Transfers in	7,193,956	6,214,654	8,009,497	12,017,189
Transfers out	(7,096,019)	(6,486,563)	(8,288,086)	(12,160,098)
Issuance of leases payable	-	-	-	-
Issuance of bonds	4,620,000	24,243,570	18,715,000	30,051,092
Payment to refunded bonds	1,020,000	21/213/370	10// 13/000	30,031,032
escrow agent	_	(10,009,448)	(11,047,964)	(23,304,563)
Premium	171,291	2,527,764	2,131,755	3,282,340
Sale of capital assets				-
Total other financing sources (uses)	4,889,228	16,489,977	9,520,202	9,885,960
Net change in fund balances	\$ 5,906,200	\$ 9,026,169	\$ 2,041,527	\$ (5,598,271)
Debt service as a percentage of non-capital expenditures (1)	22.65%	15.47%	19.75%	19.22%
• • •				

⁽¹⁾ There are some capital expenditures reported in various functional expenditure line items and are included in this calculation.

2017	2018	2019	2020	2021	2022
\$ 22,662,335	\$ 25,189,670	\$ 27,469,423	\$ 29,671,220	\$ 30,249,531	\$ 31,487,575
17,305,748	18,729,392	19,878,538	21,650,326	25,256,946	28,377,992
3,089,998	3,249,704	3,353,554	3,386,680	3,571,813	3,793,789
1,356,969	1,351,498	1,408,566	1,855,309	1,600,238	1,421,318
1,345,592	1,022,835	535,884	1,421,536	4,324,083	3,331,989
1,543,257	1,445,053	1,116,297	600,142	1,557,088	948,701
133,652	227,283	859,829	1,104,396	1,224,829	995,633
4,127,562	4,046,803	4,191,285	4,631,276	3,921,001	5,057,344
428,422	920,364	1,535,153	731,941	62,310	(405,313)
311,715	308,858	274,053	164,269	275,019	618,527
47,481	27,947	686,010	48,425	59,962	69,999
1,831,166	1,787,707	1,635,999	937,024	1,809,495	1,842,139
			·		
54,183,897	58,307,114	62,944,591	66,202,544	73,912,315	77,539,693
6,958,826	7,467,748	8,133,737	9,344,073	7,245,026	7,945,627
17,536,369	19,465,973	18,304,389	20,336,457	24,097,823	28,777,056
6,020,703	6,807,958	6,711,307	6,196,124	6,212,409	7,358,473
3,159,634	5,449,827	5,189,610	4,010,870	5,000,187	5,855,292
7,076,266	7,186,446	7,200,075	6,707,818	7,257,408	-
-	· · · · · -	-	· · · · -	-	1,425,891
-	-	-	-	-	6,841,115
9,629,088	5,084,668	9,574,077	12,831,619	14,252,846	11,661,005
6,295,335	663,791	7,270,453	7,727,653	8,182,255	7,302,472
3,901,892	3,536,470	3,946,604	3,816,809	3,709,678	3,392,116
	173,355	123,526	152,729		160,505
60,578,113	55,836,236	66,453,778	71,124,152	75,957,632	80,719,552
(6,394,216)	2,470,878	(3,509,187)	(4,921,608)	(2,045,317)	(3,179,859)
10,673,496	6,990,660	8,750,700	9,658,184	16,309,887	19,039,100
(10,377,827)	(7,289,423) 631,520	(9,439,453) -	(11,460,452)	(19,077,270) -	(15,296,854)
4,965,000	13,745,000	7,415,000	8,005,000	-	8,095,000
-	-	-	(5,304,194)	-	-
214,037	278,976	727,114	1,585,693	-	675,003
	212,088	<u> </u>	1,872,402		462,718
5,474,706	14,568,821	7,453,361	4,356,633	(2,767,383)	12,974,967
	1.,500,021	.,.33,301	.,550,555	(=,, 0, ,503)	22/37 1/307
\$ (919,510)	\$ 17,039,699	\$ 3,944,174	\$ (564,975)	\$ (4,812,700)	\$ 9,795,108
19.84%	18.71%	20.20%	19.80%	19.22%	15.63%

Table 5

Taxable

Assessed and Estimated Actual Value of Taxable Property (Unaudited) Last Ten Fiscal Years (Modified Accrual Basis of Accounting)

Fiscal Year	Residential Property	Industrial/ Commercial Property	Mineral Reserves	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Taxable Value
2013	\$1,949,702,876	\$ 690,001,727	\$ 111,483,802	\$ 341,644,076	\$2,409,544,329	0.6900	\$2,409,544,329	100.0%
2014	2,039,186,901	723,992,280	84,403,921	358,372,460	2,489,210,642	0.6900	2,488,710,642	100.0%
2015	2,237,761,861	730,854,710	184,302,872	369,333,494	2,783,585,949	0.7400	2,783,585,949	100.0%
2016	2,423,710,740	809,276,528	160,436,595	381,084,153	3,012,339,710	0.7400	3,012,339,710	100.0%
2017	2,770,858,176	865,977,924	42,719,357	435,249,706	3,244,305,751	0.7350	3,244,305,751	100.0%
2018	3,151,831,317	889,341,356	43,348,115	452,988,413	3,631,532,375	0.7350	3,631,532,375	100.0%
2019	3,561,153,075	939,220,256	50,736,216	543,091,182	4,008,018,365	0.7350	4,008,018,365	100.0%
2020	3,818,515,400	1,045,167,320	84,822,524	555,160,175	4,393,345,069	0.7200	4,393,345,069	100.0%
2021	4,106,205,404	1,180,701,936	52,344,989	631,482,062	4,707,770,267	0.7111	4,707,770,267	100.0%
2022	4,480,842,613	1,175,303,208	44,893,534	637,057,424	5,063,981,931	0.6859	5,063,981,931	100.0%

Source: Johnson County Appraisal District

Note: Property in the city is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to actual value.

City of Burleson, Texas Table 6

Direct and Overlapping Property Tax Rates (Unaudited) Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
OVERLAPPING RATES										
Tarrant County	0.2640	0.2640	0.2640	0.2640	0.2540	0.2440	0.2340	0.2340	0.2340	0.2290
Tarrant County Hospital District	0.2279	0.2279	0.2279	0.2279	0.2279	0.2244	0.2244	0.2244	0.2244	0.2244
Tarrant County College	0.1495	0.1495	0.1495	0.1495	0.1447	0.1401	0.1361	0.1302	0.1302	0.1302
Tarrant County Regional Water District	0.0200	0.0200	0.0200	0.0200	0.0194	0.0194	0.0194	0.0287	0.0287	0.0287
Johnson County	0.3332	0.3712	0.4054	0.4077	0.4227	0.4417	0.4417	0.3847	0.3847	0.3797
Burleson Independent School District	1.5400	1.5400	1.5400	1.5400	1.5400	1.6700	1.6700	1.5684	1.5383	1.4946
Joshua Independent School District	1.4900	1.4900	1.4200	1.6000	1.6100	1.6000	1.5200	1.4400	1.3960	1.2900
Crowley Independent School District	1.6700	1.6700	1.6500	1.6500	1.6500	1.6700	1.6700	1.5684	1.5398	1.4841
CITY DIRECT RATES										
Operating & Maintenance	0.5278	0.5278	0.5278	0.5278	0.5228	0.5228	0.5228	0.5106	0.5187	0.4974
Interest & Sinking	0.1622	0.1622	0.2122	0.2122	0.2122	0.2122	0.2122	0.2094	0.1924	0.1885
Total Direct Rate	0.6900	0.6900	0.7400	0.7400	0.7350	0.7350	0.7350	0.7200	0.7111	0.6859

Sources: Tarrant Appraisal District, Johnson County Tax Office, City records

Note: All rates per \$100 assessed value

Totals are not provided for columns since they would be meaningless.

Some of the jurisdictions are mutually exclusive

Table 7

City of Burleson, TexasPrincipal Property Taxpayers (Unaudited)
Current Year and Nine Years Ago

		2022			2013	
Taxpayer	Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation	Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation
Burleson Gateway Station LP	\$ 38,959,448	1	0.77 %			
Wagner Smith Equipment Co.	26,578,261	2	0.52	\$ 19,988,208	3	0.83 %
ABBY Burleson MF LLC	22,328,637	3	0.44			
Burleson Commons LLC	20,966,323	4	0.41	20,498,927	2	0.85
Golden State Foods Corp	19,187,746	5	0.38			
MA Summercrest at Burleson LLC	18,866,285	6	0.37			
TEP Barnett USA LLC	17,804,101	7	0.35			
Sam's Real Estate Business Tr/Sam's East Inc	17,240,704	8	0.34			
Oncor Electric Delivery Co	16,750,695	9	0.33			
JAHCO Burleson Town Center LLC	15,750,000	10	0.31			
Chesapeake Operating LP	-		-	23,241,473	1	0.96
Encore MF Burleson LP	-		-	14,747,820	4	0.61
Devon Energy Production CO LP	-		-	11,782,434	5	0.49
Target Corporation	-		-	11,306,138	6	0.47
Baker Hughes Oilfield Operations, Inc/	-		-	11,121,637	7	0.46
Dragon Products	-		-	10,929,120	8	0.45
WalMart Stores Inc. #220	-		-	10,474,522	9	0.43
HEB Grocery Company LLP	 		<u> </u>	10,142,394	10	0.42
Total	\$ 214,432,200		4.22 %	\$144,232,673		5.97_%

Table 8

City of Burleson, TexasProperty Tax Levies and Collections (Unaudited) Last Ten Fiscal Years

Fiscal Collected within the								
	Year	Actual	Taxes Levied	Fiscal Year	of the Levy	Collection	Total Collect	ions to Date
	Ended	Levy	for the		Percentage	in Subsequent		Percentage
_	9/30	Year	Fiscal Year	Amount	of Levy	Years	Amount	of Levy
	2013	2012	\$ 16,055,008	\$ 15,864,234	98.81%	\$ 126,985	\$ 15,991,219	99.60%
	2014	2013	16,528,604	16,348,465	98.91%	161,390	16,509,855	99.89%
	2015	2014	19,537,616	19,313,610	98.85%	119,028	19,432,638	99.46%
	2016	2015	20,896,042	20,713,371	99.13%	74,875	20,788,246	99.48%
	2017	2016	22,079,157	21,915,940	99.26%	35,962	21,951,902	99.42%
	2018	2017	24,363,253	24,227,984	99.44%	48,184	24,276,168	99.64%
	2019	2018	26,776,792	26,583,649	99.28%	86,510	26,670,159	99.60%
	2020	2019	28,878,855	28,571,233	98.93%	22,239	28,593,472	99.01%
	2021	2020	29,922,991	29,874,354	99.84%	32,536	29,906,890	99.95%
	2022	2021	31,353,198	31,152,307	99.36%	25,571	31,177,878	99.44%

Sources: Johnson County Tax Office reports

City of Burleson, Texas Ratios of Outstanding Debt by Type and General Bonded Debt Outstanding (Unaudited) Last Ten Fiscal Years

		GOVE		BUSINESS-TYPE ACTIVITIES				
Fiscal Year	General Obligation Bonds	Certificates of Obligation (1)	Sales Tax Revenue Bonds	Leases	Unamortized Premium	General Obligation Bonds	Certificates of Obligation	
2013	\$ 34,692,000	\$ 37,925,000	\$ 5,765,000	\$ 762,991	\$ 1,191,961	\$ 13,608,000	\$ 21,780,000	
2014	49,584,570	33,800,000	5,140,000	621,676	3,149,960	11,770,430	23,220,000	
2015	55,518,570	31,685,000	4,490,000	520,372	4,790,377	21,561,430	22,520,000	
2016	68,653,213	20,895,000	3,815,000	419,067	8,325,210	24,816,787	24,050,000	
2017	73,129,176	23,256,570	3,179,150	297,396	7,418,969	24,159,171	31,672,038	
2018	63,172,356	33,695,000	2,380,000	806,613	6,599,717	20,087,644	36,690,000	
2019	58,076,855	39,880,000	1,615,000	624,426	6,294,038	17,638,144	39,665,000	
2020	52,038,785	41,875,000	825,000	523,326	6,846,544	15,266,215	42,015,000	
2021	46,569,428	40,045,000	-	465,429	5,704,181	17,250,572	35,795,000	
2022	42,596,857	44,870,000	-	405,528	5,388,903	14,333,143	39,730,000	

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

⁽¹⁾ Includes certificate of obligation secured by a combination of property and sales tax revenue.(2) Includes governmental activities and business-type activities debt.(3) See Table 13 for population and personal income data.

	BUSI	NESS-TYPE ACTIV	ITIE	S	_		
Water Revenue <u>Leases</u> Bonds		Unamortized Premium		Total Primary Government (2)	Percentage of Personal Income (3)	Per Capita (3)	
\$	171,101 17,198 14,653 12,108 8,937 5,748 2,326	\$ 12,740,000 12,340,000 6,520,000 3,655,000 3,582,475 3,285,000 2,708,028 2,900,000	\$	482,612 1,254,735 2,860,630 3,548,319 3,349,611 3,028,819 3,002,559 3,267,486	\$129,118,665 140,898,569 150,481,032 158,189,704 170,053,493 169,750,897 169,506,376 165,557,356	11.60% 12.23% 12.80% 13.02% 13.17% 12.30% 11.44% 10.63%	3,310 3,461 3,651 3,717 3,868 3,784 3,716 3,557
	-	2,700,000 2,495,000		2,771,511 2,842,740	151,301,121 152,662,171	8.94% 9.51%	2,993 3,040

City of Burleson, Texas Net General Bonded Debt Outstanding (Unaudited) Last Ten Fiscal Years

		GOVERNMENTA		BUSINESS-TYPE ACTIVITIES			
Fiscal Year	General Obligation Bonds	Certificates of Obligation (3)	Unamortized Premium	Less: Amounts Available in Debt Service Fund	General Obligation Bonds (3)	Certificates of Obligation (3)	
2013	\$ 34,692,000	\$ 37,925,000	\$ 1,191,961	\$ 846,752	\$ 13,608,000	\$ 21,780,000	
2014	49,584,570	33,800,000	3,149,960	857,274	11,770,430	26,220,000	
2015	55,518,570	31,685,000	4,790,377	873,316	21,561,430	22,520,000	
2016	68,653,213	20,895,000	8,325,210	815,726	24,816,787	24,050,000	
2017	73,129,176	23,256,570	7,418,969	821,623	22,564,073	30,030,000	
2018	63,172,356	33,695,000	6,599,717	935,135	20,087,644	36,690,000	
2019	58,076,856	39,880,000	6,294,038	526,482	17,638,144	39,665,000	
2020	52,038,785	41,875,000	6,846,544	2,398,153	15,266,215	42,015,000	
2021	46,569,428	40,045,000	5,704,181	2,241,124	17,250,572	35,795,000	
2022	42,596,857	44,870,000	5,388,903	2,682,953	14,333,143	39,730,000	

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

- (1) See Table 5 for taxable value of property data.
- (2) See Table 13 for population and personal income data.(3) Includes debt secured by a combination tax and revenue pledge.
- (4) These bonds are serviced completely by revenue streams other than general property taxes.

	BUSINESS-TYPE ACTIVITIES			Net		
		Total		General	Percentage	
		General	Less:	Bonded	of Actual	
	Unamortized	Bonded	Self-supported	Debt	Property	Per
_	Premium	Debt	Debt (4)	Outstanding	Value (1)	Capita (2)
	\$ 482,612	\$108,832,821	\$ 61,140,001	\$ 47,692,820	1.98%	1,223
	1,254,735	124,922,421	66,191,289	58,731,132	2.36%	1,443
	2,860,630	138,062,691	73,906,740	64,155,951	2.30%	1,557
	3,548,319	149,472,803	70,561,740	78,911,063	2.62%	1,854
	3,349,611	158,926,776	72,145,034	86,781,742	2.67%	1,974
	3,028,819	162,338,401	83,101,740	79,236,661	2.44%	1,766
	3,002,559	164,030,115	90,211,289	73,818,826	1.84%	1,618
	3,267,486	158,910,877	73,562,446	85,348,431	1.94%	1,834
	2,771,511	145,894,568	68,218,869	77,675,699	1.59%	1,450
	2,842,740	147,078,690	85,172,633	61,906,057	1.52%	1,233



Table 11

Direct and Overlapping Governmental Activities Debt (Unaudited) September 30, 2022

Governmental Unit	Debt Outstanding	Estimated Percent Applicable (1)	Estimated Share of Direct and Overlapping Debt	
City of Burleson	\$ 93,261,288	100%	\$ 93,261,288	
Johnson County	18,735,000	22.77%	4,265,960	
Tarrant County	433,175,000	0.39%	1,689,383	
Tarrant County Hospital District	255,995,000	0.39%	998,381	
Tarrant County Junior College District	12,825,000	0.39%	50,018	
Burleson ISD	309,726,599	62.03%	192,123,409	
Joshua ISD	92,755,000	22.50%	20,869,875	
Total overlapping debt			\$ 219,997,024	
Total direct and overlapping debt			\$ 313,258,312	
Per capita direct and overlapping debt			\$ 6,239	

(1) Overlapping percentage calculated as follows:

Overlapping portion of the government's tax base

Total tax base of the overlapping government

Population: 50,210

Source: Hilltop Securities

City of Burleson, Texas
Pledged – Revenue Bond Water and Sewer Coverage (Unaudited) Last Ten Fiscal Years

\ \ //\\	ED	VVID	SEWER	DEDT

		Direct	Net Revenue Available	Revenue Bonds				
Fiscal	Gross	Operating	for Debt		Service			
Year	Revenues(1)	Expenses (2)	Service	Service Principal				
2013	\$ 16,213,617	\$ 10,741,772	\$ 5,471,845	\$ 920,000	\$ 565,957			
2014	17,263,299	10,908,767	6,354,532	400,000	492,016			
2015	17,792,538	11,053,011	6,739,527	1,070,000	492,014			
2016	18,593,177	10,989,736	7,603,441	890,000	365,595			
2017	19,789,388	10,568,950	9,220,438	185,000	118,625			
2018	22,369,878	11,552,023	10,817,855	185,000	114,925			
2019	23,030,483	12,765,375	10,265,108	190,000	111,175			
2020	22,316,565	12,719,362	9,597,203	195,000	106,838			
2021	21,935,286	12,878,090	9,057,196	200,000	101,900			
2022	24,505,013	13,749,990	10,755,023	205,000	96,325			

Notes:

⁽¹⁾ Includes operating revenues and interest income from pg. 21

⁽²⁾ Direct operating expenses are total operating expenses excluding depreciation expense and net pension obligation expense.

WATER AND SEWER DEBT

	Revenue				Total						
	Debt Se	ervice				Debt S	Servi	се		_ Water & Sewer	
Total		Coverage	Principal		Interest			Total	Coverage	Bond Coverage	
\$	1,485,957	3.68	\$	935,000	\$	842,308	\$	1,777,308	3.08	1.68	
·	892,016	7.12	·	1,040,000		777,845	·	1,817,845	3.50	2.34	
	1,562,014	4.31		1,250,000		871,317		2,121,317	3.18	1.83	
	1,255,595	6.06		1,450,000		924,667		2,374,667	3.20	2.09	
	303,625	30.37		1,420,000		941,453		2,361,453	3.90	3.46	
	299,925	36.07		1,475,000		1,115,842		2,590,842	4.18	3.74	
	301,175	34.08		1,495,000		1,429,433		2,924,433	3.51	3.18	
	301,838	31.80		1,740,000		1,517,402		3,257,402	2.95	2.70	
	301,900	30.00		1,950,000		1,489,023		3,439,023	2.63	2.42	
	301 325	35 69		1 675 000		1 324 769		2 999 769	3 59	3 26	

Table 13

Demographic and Economic Statistics (Unaudited) Last Ten Fiscal Years

 Fiscal Year	Personal Income (thousands Population (1) of dollars) (2)		Per Capita Income (6)	Median Age (3)	Public School Enrollment (4)	Unemployment Rate (5)	
2013	39,010	\$ 1,112,955	\$ 28,530	32.9	10,457	4.6%	
2014	40,714	1,152,369	28,304	33.0	10,618	3.9%	
2015	41,213	1,175,807	28,530	33.0	11,363	3.2%	
2016	42,560	1,214,833	28,544	32.9	11,376	3.1%	
2017	43,960	1,291,589	29,381	32.8	11,748	3.2%	
2018	44,860	1,380,162	30,766	33.0	12,054	3.2%	
2019	45,620	1,481,783	32,481	33.0	12,440	2.9%	
2020	46,540	1,557,461	33,465	33.0	12,775	6.9%	
2021	47,730	1,597,284	33,465	35.3	12,474	4.0%	
2022	50,210	1,606,017	31,986	35.3	12,532	2.9%	

Sources:

- (1) North Central Texas Council of Governments(Census 2000 information average)
- (2) Personal Income is derived by multiplying per capita income by the estimated population
- (3) City of Burleson Economic Development
- (4) Burleson Independent School District
- (5) Texas Workforce Commission
- (6) U.S. Census Bureau

City of Burleson, Texas
Principal Employers (Unaudited) Current Year and Nine Years Ago

		2022		2013			
Employer	Employees	Rank	Percent	Employees	Rank	Percent	
Burleson Independent School District	1,800	1	9.56 %	1,512	1	11.05 %	
Wal-Mart	480	2	2.55	520	2	3.80	
City of Burleson	479	3	2.54	374	3	2.73	
H.E.B. Grocery	400	4	2.12	320	4	2.34	
Jellystone RV Ranch/Pirates Cove	400	5	2.12				
Golden State Foods	320	6	1.70				
Champion Buildings Mfg	300	7	1.59	310	5	2.27	
KWS Manufacturing	170	8	0.90	140	8	1.02	
McLane Classic Foods	120	9	0.64				
Lowe's Companies	100	10	0.53	141	7	1.03	
Basden Steel				150	6	1.10	
Home Depot				100	9	0.73	
Thomas Conveyor Mfg				90	10	0.66	
Total	4,569		24.27 %	3,657		26.72 %	

Source: City of Burleson Economic Development Department (JobsEQ Report)

City of Burleson, TexasFull-Time Equivalent City Government Employees By Function/Program (Unaudited) Last Ten Fiscal Years

	2013	2014	2015	2016
Function/Program				
General government and Administration	4.50	4.00	4.00	F 00
City manager's office City secretary's office	4.50 3.00	4.00 3.50	4.00 4.50	5.00 5.00
Support Services	1.00	1.00	1.00	1.00
Records management	1.00	1.00	1.00	1.00
Information technology	7.00	8.00	8.00	8.00
Economic development	2.50	2.00	2.00	2.50
Human resources	4.00	3.00	4.00	4.00
Communications	1.00	1.00	1.00	1.00
Library	10.46	11.50	12.50	11.00
Judicial	1.15	0.50	0.50	1.50
Legal Finance	0.50 9.00	1.00 9.00	1.00 9.00	1.00 8.00
Purchasing	1.00	1.00	1.00	1.00
	1.00	1.00	1.00	1.00
Public Safety Police	79.00	82.00	78.50	84.00
Dispatch**	79.00	62.00	76.50	64.00
Fire	34.00	36.00	38.00	40.00
Fire prevention	2.00	2.00	3.00	3.00
Emergency Services	-	-	-	-
Municipal court	8.50	6.50	8.00	3.00
Marshals Service	-	-	-	3.00
Public Works				
Public works administration	5.00	5.00	5.00	6.00
Street maintenance	20.00	18.00	17.00	17.00
Neighborhood services	2.00	2.00	2.00	2.00
Animal services	5.00	5.00	5.00	5.00
Environmental services Facility maintenance	3.00 2.00	1.00 2.00	1.00 2.00	1.50 3.00
Planning	4.00	4.00	4.00	5.00
Building code enforcement	6.50	6.50	9.00	9.00
Community development	5.00	3.00	2.00	2.50
Engineering	10.00	9.00	9.00	12.00
Parks & Recreation				
Parks & recreation administration	3.25	2.00	3.00	2.00
Recreation	39.10	34.70	42.20	41.90
Park maintenance	12.50	11.00	11.50	12.00
Senior citizens center	1.50	2.00	2.00	2.00
Atheltic Fields	8.90	9.10	9.20	8.80
Russell Farm	1.00	1.00	1.00	1.00
Enterprise Operations and Administration				
Water/Wastewater				
Water & sewer services	21.00	19.00	19.00	21.00
Utility billing Hidden Creek Golf Course	8.00	8.00	8.00	8.00
Golf course administration	2.00	1.00	1.00	2.00
Golf course club house & pro shop	6.07	6.25	6.25	6.50
Golf course maintenance	8.00	7.00	6.00	8.50
Golf course food & beverage	5.70	4.50	4.50	4.30
Solid Waste	0.78	1.00	2.00	1.00
Internal Service Operations				
Equipment services	5.00	5.00	4.00	3.00
				_
Total	354.91	340.05	352.65	368

^{*}Source: City of Burleson Adopted Annual Operating Budget (beginning in FY 2019)

^{**}Dispatch separated from Police into separate department beginning in FY2021

2017	2018	2019*	2020*	2021*	2022*
4.00	4.00	4.00	3.00	3.00	3.00
4.00	4.00	4.00	4.00	3.00	3.00
1.00	1.00	1.00	-	-	-
1.00	1.00	1.00	1.00	1.00	1.00
8.00 2.50	9.00 2.50	10.00 2.00	10.00 2.00	10.00 3.00	11.00 3.00
4.00	4.00	4.00	4.00	5.00	6.00
2.00	2.00	2.50	4.00	4.00	4.50
11.00	11.00	12.00	12.00	11.00	11.00
1.00	-	-	-	-	0.50
1.00	1.00	1.00	1.00	1.00	1.00
8.00	8.00	9.00	9.00	10.00	10.00
1.00	1.00	1.00	1.00	1.00	1.00
84.50	85.50	90.76	95.76	86.50	92.50
-	-	-	-	19.26	19.26
48.00	48.00	49.00	49.00	49.00	56.00
3.00	3.00	3.00 1.00	4.00 1.00	4.00 1.00	4.00 1.00
4.00	4.00	4.00	4.00	4.00	4.00
3.00	3.00	3.00	3.00	3.00	3.00
3.33	0.00	0.00	0.00	3.00	3.00
6.00	6.00	6.00	6.00	6.00	6.00
18.00	17.00	17.00	20.00	22.00	22.00
2.00	2.00	2.00	2.00	2.00	1.00
5.50	5.50	5.00	5.50	5.50	5.50
2.00 5.00	2.00 5.00	2.00 5.00	3.00 5.00	3.00 5.00	2.00 5.00
5.00	5.00	4.00	4.00	3.00	3.00
9.00	10.00	10.00	10.00	10.00	12.00
2.50	2.50	5.00	4.00	2.00	2.00
12.00	12.00	11.50	10.00	10.00	12.00
2.00	2.00	2.00	2.00	1.00	1.00
38.10	38.60	42.26	42.26	43.76	45.76
12.00	12.00	11.91	11.91	11.91	14.91
2.00	3.00	2.84	2.84	2.84	2.84
8.10	7.10	8.83	8.83	7.83	8.83
1.00	1.40	2.28	2.28	2.28	2.28
21.00	21.00	21.00	21.00	21.00	21.00
8.00	8.00	8.00	8.00	8.00	9.00
2.00	2.00	2.00	2.00	1.00	-
6.50	6.50	6.80	6.80	6.80	6.80
9.00	9.00	8.68	8.68	7.68	7.68
4.20	4.20	4.19	4.19	4.19	4.19
1.00	1.00	1.00	-	-	-
3.00	3.00	3.00	3.00	4.00	4.00
375.9	377.8	394.55	401.05	409.55	433.55



Table 16

City of Burleson, Texas Schedule of Insurance Policies in Force (Unaudited) As of September 30, 2022

_	AM Best Rating	Policy Number	Policy Period	Coverage	Deductibles	Liability Limits
Texas Municipal League Intergovernmental Risk Pool	A++	3511	10/1/2021 9/30/2022	General Liability	-	\$1,000,000
intergovernmentar NSK 1 001			3/30/2022	Real & Personal Property	\$2,500	91,701,089
				Flood and Earthquake	25,000	5,000
				Boiler and Machinery	2,500	100,000
				Mobile Equipment	2,500	100,000
				Auto Liability	-	1,000,000
				Auto Physical Damage	1,000	Per schedule
				Law Enforcement Liability	1,000	2,000,000
				Errors & Omissions	5,000	2,000,000
				Public Employee Dishonesty	250	500,000
				Theft Disappearance and Destr	100	20,000
				Computer Fraud	50,000	100,000
				Workers' Compensation	N/A	500,000

Source: Claims administrators - TML Claims, 18601 LBJ Freeway, Suite 210, Tower East Tower, Mesquite, TX 75150

Operating Indicators by Function/Program (Unaudited) Last Ten Fiscal Years

	2013	2014	2015	2016	2017
Public safety					
Police					
Total calls	78,426	83,937	82,340	72,900	63,460
Arrests	1,068	1,050	1,077	1,089	1,045
Traffic enforcement	7,929	8,981	6,470	6,312	11,374
Fire					
Number of calls for service	3,622	3,821	4,121	4,338	4,491
Inspections	2,038	2,719	3,957	4,012	2,895
Animal Control					
Animals Adopted	352	426	478	457	564
Animals Impounded	1,900	1,907	1,942	2,041	2,352
Environmental Health					
Permits ¹	-	-	_	-	265
Inspections	-	131	162	182	521
Community Development					
Permits Issued ³	4,627	4,734	4,826	7,088	4,829
Inspections Made	11,015	13,827	15,071	15,186	14,225
Parks and Recreation					
Recreation					
Special Event Participants	33,725	28,415	38,181	41,300	44,225
Senior Citizen Participants ⁴	34,219	35,124	33,535	37,688	36,450
Library	·			•	
Books in Collection	64,640	66,435	70,545	70,828	70,210
Materials borrowed ²	406,379	432,189	413,732	436,033	333,290
Water and Sewer					
Number of water customers	13,251	13,501	13,877	14,224	14,432
Number of sewer connections	13,396	13,495	14,087	14,457	14,513
Gas Well					
Number of Permits	-	7	-	-	-
Number of Pad Site Inspections ⁵	6,350	6,032	3,033	2,964	3,380

Notes:

- (1) All permits collected by Tarrant County Health Department prior to June 2020.
- (2) Beginning 2017, Library discontinued counting in-house circulations.
- (3) Permits issued include building, fire prevention, and garage sales.
- (4) People counters installed in 2019 to track attendance.
- (5) Frequency of Gas Well Pad Site Inspections changed beginning in 2019.

Source: Various City Departments

2018	2019	2020	2021	2022
59,062	45,349	44,477	56,916	54,364
1,107	1,210	1,276	1,221	1,314
8,733	6,672	5,162	7,754	6,864
4,274	4,505	4,473	5,174	6,387
1,427	3,281	2,139	2,170	2,132
719	799	674	660	678
1,777	1,860	1,585	1,697	1,704
294	336	334	388	468
507	447	529	670	690
4,844	4,560	4,610	3,864	4,279
13,104	12,276	15,207	13,495	14,090
44,500	45,200	17,585	19,295	37,161
35,247	55,032	Closed - Covid	14,749	38,195
68,980	65,951	65,107	63,559	53,849
338,654	348,100	287,183	278,508	267,053
14,588	15,185	15,437	15,641	15,908
14,849	15,666	16,050	16,304	16,635
_	-	_	-	_
3,276	1,000	1,000	126	126

City of Burleson, TexasMiscellaneous Statistics (Unaudited) Last Ten Fiscal Years

		2013	2014	2015	2016
Date of incorporation Date of charter Area incorporated Form of government	May 12, 1912 April 5, 1989 (square miles) Council/Manager	26.17	26.17	26.33	28.06
Education: Attendance centers Number of teachers Number of students		15 665 10,457	15 675 10,618	15 685 10,807	16 706 11,376
Miles of streets		185.00	181.00	185.17	192.76
Miles of sewers: Sanitary sewers Storm sewers		200.00 49.00	199.39 49.70	202.39 49.47	203.38 50.68
Culture and recreation: Parks - number of ac Number of municipal Number of lighted ba Number of communi	pools II diamonds	454 2 16 2	463.44 2 16 2	463.44 2 16 2	486.19 2 16 2
Municipal water system: Number of water cus Daily average consur System capacity (ga Miles of water mains Number of fire hydra	stomers nption (gallons) llons per day)	13,251 4,227,154 14,550,000 189.00 1,349	13,501 4,344,483 14,550,000 192.09 1,431	13,877 4,129,146 17,500,000 205.24 1,463	14,224 4,196,295 17,500,000 204.72 1,497
Municipal sewer system Number of sewer co System capacity (ga	nnections	13,396 11,890,000	13,495 11,890,000	14,087 11,890,000	14,457 11,890,000
Number of street lights		1,421	1,442	1,457	1,539

2017	2018	2019	2020	2021	2022
28.21	28.28	28.33	28.37	28.39	28.46
16	16	17	17	18	18
759	773	780	800	813	828
11,748	12,054	12,340	12,775	12,474	12,532
196.86	201.10	209.05	212.96	215.45	222.03
209.15	213.42	214.99	215.49	217.59	225.08
55.74	60.17	59.97	60.70	62.48	62.76
477.66	542.8	554.49	565.05	562.1	554.65
2	2	2	2	2	2
16	16	18	18	18	18
2	2	2	2	2	2
14,432	14,588	15,185	15,437	15,641	15,908
4,582,278	4,928,277	4,354,776	4,544,416	4,502,115	5,256,882
17,500,000	17,500,000	17,500,000	17,500,000	17,500,000	17,500,000
208.61	211.44	212.49	216.14	220.73	223.32
1,553	1,568	1,587	1,628	1,661	1,692
14,513	14,849	15,666	16,050	16,304	16,635
11,890,000	11,890,000	11,890,000	11,890,000	11,890,000	11,890,000
1,576	1,588	1,638	1,640	1,638	1,628



Single Audit Report September 30, 2022



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Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Honorable Mayor and City Council City of Burleson, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 24, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Weaver and Tidwell, L.L.P. 2821 West 7th Street, Suite 700 / Fort Worth, Texas 76107

Main: 817.332.7905

The Honorable Mayor and City Council City of Burleson, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

WEAVER AND TIDWELL, L.L.P.

Weaver and Siduell, L.S.P.

Fort Worth, Texas February 24, 2023



Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance in Accordance with the Uniform Guidance

To the Honorable Mayor and City Council City of Burleson, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Burleson's (the City's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City's major federal programs for the year ended September 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

The Honorable Mayor and City Council City of Burleson, Texas

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- · Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to
 design audit procedures that are appropriate in the circumstances and to test and report on internal
 control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing
 an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such
 opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The Honorable Mayor and City Council City of Burleson, Texas

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Burleson as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Burleson's basic financial statements. We issued our report thereon, dated February 24, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Weaver and Siduell, L.I.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas February 24, 2023

Schedule of Findings and Questioned Costs For the Year Ended September 30, 2022

I. Summary of the Auditor's Results:

i. Auditee qualified as a low-risk auditee?

<u>Financ</u>	<u>ial Statements</u>				
a.	An unmodified opinion was issued on the	financial statem	ients.		
b.	Internal control over financial reporting:				
	Material weakness(es) identified?		Ye	s <u>X</u>	No
	Significant deficiency(ies) identified that considered a material weakness?	are not	Yes	s <u>X</u>	None Reported
C.	Noncompliance material to financial statements noted?		Ye:	s <u>X</u>	No
<u>Major</u>	<u>Programs</u>				
d.	Internal control over major programs:				
	Material weakness(es) identified?	Ye	s <u>X</u>	No	
	Significant deficiency (ies) identified that Considered a material weakness?	are not	Ye:	s <u>X</u>	None Reported
e.	An unmodified opinion was issued on con	npliance for the i	major Federa	I program.	
f.	Any audit findings disclosed that were recreported in accordance with 2 CFR 200.5		Ye:	s <u>X</u>	No
g.	Identification of major program:				
-	Program/Cluster Name	Assistance Listing Number		Amount	
	COVID-19 - American Rescue Plan Act	21.027	\$	1,607,0	63
h.	The dollar threshold used to distinguish band type B programs.	etween type A		\$750	,000

___X__Yes

Schedule of Findings and Questioned Costs For the Year Ended September 30, 2022

II. Findings Relating to the Financial Statements Which Are Required To Be Reported in Accordance with *Generally Accepted Government Auditing Standards*:

There were no matters reported

III. Findings and Questioned Costs for Federal Awards:

There were no matters reported

Summary of Prior Audit Findings For the Year Ended September 30, 2021

IV. Summary of Prior Year Findings

There were no matters reported

Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2022

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Pass-through Entity Identifying Number	Expenditures
<u>U.S. Department of Justice</u> Passed through Texas Office of the Governor			
Victims of Crime Act Formula Grant Program Edward Byrne Memorial Justice Assistance Grant Program	16.575 16.738	3780303 4245001	\$ 54,410 24,183
Total Texas Office of the Governor			78,593
Total U.S. Department of Justice			78,593
<u>U.S. Department of Treasury</u> Passed through Texas Department of Emergency Management			
COVID-19 - American Rescue Plan Act	21.027	N/A	1,607,063
Total Texas Department of Emergency Management			1,607,063
Total U.S. Department of Treasury			1,607,063
U.S. Department of Transportation Passed through Texas Department of Transportation Highway Planning and Construction Cluster			
Extension of Alsbury	20.205	CSJ #0902-50-104	(278,317)
Irene Gardens to Johnson SRTS	20.205	CSJ #0902-50-125	267,005
Total Texas Department of Transportation			(11,312)
Total U.S. Department of Transportation			(11,312)
<u>Institute of Museum and Library Services</u> Passed through the Texas State Library and Archives Commission			
Regional ILS Cooperative Grant ILL Lending Reimbursement Program Community Advancement Packages Grant	45.310 45.310 45.310	LS-249990-OLS-21 LS-249990-OLS-21 LS-250239-OLS-21	66,234 3,928 7,526
Total Texas State Library and Archives Commission			77,688
Total Institute of Museum and Library Services			77,688
U.S. Department of Homeland Security Passed through Texas Department of Emergency Management			
COVID-19 Vaccine Public Assistance Grant	97.036	4485DRTXP0000001	312,471
Total Texas Department of Emergency Management			312,471
Total U.S. Department of Homeland Security			312,471
Total Expenditures of Federal Awards			\$ 2,064,503

Notes to Schedule of Expenditures of Federal Awards For the Year Ended September 30, 2022

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City, and is presented on the modified accrual basis of accounting as described in Note 1 to the basic financial statements for the year ended September 30, 2022. The information in the Schedule of Expenditures of Federal Awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Amounts returned or refunded to a grantor resulting from unallowed or unused funds are presented as negative expenditures on the accompanying Schedule of Expenditures of Federal Awards.

The City elected not to use the de minimis indirect cost rate as allowed in the Uniform Guidance, Section 414.



City Council Regular Meeting

DEPARTMENT: City Secretary's Office

FROM: Amanda Campos,

MEETING: March 20, 2023

SUBJECT:

Consider approval of a contract with Tarrant County for election services for the May 6, 2023 general election in an amount not to exceed \$14,000. (Staff Presenter: Amanda Campos, City Secretary)

SUMMARY:

Texas election code Chapter 31 Section 31.093 allows for a political subdivision to contract with a county election administrator for election services. The political subdivision must reside inside the boundaries of the county for contract election services. The City of Burleson resides inside two counties, Johnson and Tarrant therefore the city must contract with both counties for election services.

There are nontransferable functions that a political subdivision (City Secretary) must retain. The City Secretary must be the filing authority for applications for places on the ballot, Title 15 filings, and maintaining office hours 50 days before the election for at least 3 hours each day. The City Secretary shall maintain the responsibility to post all required notices for the election.

Tarrant County shall provide the following:

- Designate voting locations.
- Appoint, notify, compensate, and train the presiding judges and alternate judges and clerks. Provide all necessary supplies and information to the presiding judges
- Transport voting equipment to and from each polling location.
- Preparation of programs, give proper notice, and test materials for tabulation of the ballots to be used with electronic voting equipment in accordance with the provisions of the Texas Election Code and of this Agreement.
- Conduct all voting including mail ballots
- Appointed Early Voting Clerk

- Prepare necessary reporting to the State of Texas
- Records Custodian for the May 6, 2023 election

OPTIONS:

- 1) Approve the contract as presented with Tarrant County
- 2) Approve the contract with modifications
- 3) Deny the contract as presented with Tarrant county

RECOMMENDATION:

Approve the contract Tarrant County

FISCAL IMPACT:

All the expenses are budgeted in the City Secretary's Office budget adopted for FY2022-2023

STAFF CONTACT:

Name: Amanda Campos Title: City Secretary

acampos@burlesontx.com

817-426-9665

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

ALEDO ISD CITY OF SANSOM PARK
ARLINGTON ISD CITY OF WATAUGA

BURLESON ISD CITY OF WESTWORTH VILLAGE CARROLL ISD CITY OF WHITE SETTLEMENT

CASTLEBERRY ISD CROWLEY ISD

CITY OF ARLINGTON EAGLE MOUNTAIN-SAGINAW ISD

CITY OF AZLE FOREST HILL PUBLIC LIBRARY DISTRICT

CITY OF BLUE MOUND FORT WORTH ISD GODLEY ISD

CITY OF COLLEYVILLE ISD GRAPEVINE-COLLEYVILLE ISD HURST-EULESS-BEDFORD ISD

CITY OF FORT WORTH

CITY OF GRAND PRAIRIE

CITY OF HALTOM CITY

CITY OF HASLET

CITY OF KELLER

KENNEDALE ISD

LEWISVILLE ISD

MANSFIELD ISD

NORTHWEST ISD

CITY OF KENNEDALE TARRANT COUNTY COLLEGE DISTRICT
CITY OF MANSFIELD TARRANT REGIONAL WATER DISTRICT

CITY OF NORTH RICHLAND HILLS TOWN OF FLOWER MOUND

CITY OF RICHLAND HILLS

CITY OF RIVER OAKS

TOWN OF LAKESIDE

TOWN OF TROPHY CLUB

WHITE SETTLEMENT ISD

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or individually as a "Party".

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 6, 2023 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each Participating Authority listed above plans to hold a general and/or special election on May 6, 2023. If a runoff election or a repeat election is necessary because of legal action, the date of that election will be June 10, 2023.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as "Entities" or "Participating Authority(ies)", desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses

Joint Election Agreement and Contract for Election Services --- Page 1

connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County's elections services through the Elections Administrator's office, and to compensate the County for such use and to share in other expenses connected with join elections in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the Parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a joint election with each other ("Joint Election") in accordance with Chapter 271 of the Texas Election Code and this Agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Each Participating Authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/Participating Authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

Each Participating Authority agrees to adopt the adopt the Verity Voting System v. 2.5, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The Participating Authorities shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each Participating Authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this Agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for

Joint Election Agreement and Contract for Election Services --- Page 2

use of an alternate location with the approval of the affected Participating Authorities. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in Attachment A.

If polling places for the May 6, 2023 joint election are different from the polling place(s) used by a Participating Authority in its most recent election, the authority agrees to post a notice no later than May 6, 2023 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 6, 2023 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each Participating Authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the Participating Authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

Joint Election Agreement and Contract for Election Services Page 3			
	EA Initials	Entity Rep Initials	

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election, as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any Participating Authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail, including maintaining and making available the early voting roster information in conformance with Section 87.121 of the Texas Election Code. Upon request of a participating authority, the Early Voting Clerk will promptly make all information contained within the early voting roster available for inspection by the participating authority, including the information maintained under Section 87.121(f). The Participating Authorities understand that, as specified in section 87.121, information on the roster for a person to whom an early voting mail ballot has been sent is not available for public inspection, except to the voter seeking to verify that the information pertaining to the voter is accurate, until the first business day after election day.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each Participating Authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Joint Election Agreement and Contract for Election Services Page 4			_
	 FΔ Initials	Entity Ren Initials	

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Agreement.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Heider Garcia, Elections Administrator

Tabulation Supervisor: Troy Havard, Assistant Elections Administrator

Presiding Judge: David Lambertsen

The Counting Station Manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the Participating Authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted and will deliver a copy of these unofficial canvass reports to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each Participating Authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each Participating Authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this Agreement shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within three (3) business days after the original election, not counting election day.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Joint Election Agreement and Contract for Election Services --- Page 5

EA Initials Entity Rep Initials

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Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2023 election.

Each Participating Authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 10, 2023.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Participating Authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one Participating Authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate Participating Authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each Participating Authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each Participating Authority's voters.

Participating Authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

Each Participating Authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and in section XII of this Agreement. This cost estimate shall serve as the cost schedule agreed upon by the contracting Parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to each Party: (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within thirty (30) days after the election or within ten (10) days after the runoff election.

The Elections Administrator's invoice shall be due and payable by each Party to the address set forth in the invoice within thirty (30) days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Elections Administrator in writing within such thirty-day period, or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

Joint Election Agreement and Contract for Election Services Page 6			
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The total estimated obligation for each Participating Authority under the terms of this Agreement is listed below. Each Participating Authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each Participating Authority's obligation under the terms of this Agreement shall be calculated after the May 6, 2023 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

The total estimated obligation and required deposit for each Participating Authority under the terms of this Agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls		Estimated Cost		Deposit Due
ALEDO ISD	1	0.25	\$	6,218.04	\$	4,670.00
ARLINGTON ISD	31	9.71	\$	89,432.39	\$	67,080.00
BURLESON ISD	2	0.42	\$	7,135.25	\$	5,360.00
CARROLL ISD	2	0.75	\$	10,936.34	\$	8,210.00
CASTLEBERRY ISD	3	0.57	\$	6,175.38	\$	4,640.00
CITY OF ARLINGTON	33	10.04	\$	88,814.23	\$	66,620.00
CITY OF AZLE	1	0.33	\$	6,728.90	\$	5,050.00
CITY OF BLUE MOUND	1	0.20	\$	8,437.26	\$	6,330.00
CITY OF BURLESON	2	0.42	\$	7,135.25	\$	5,360.00
CITY OF COLLEYVILLE	1	0.33	\$	9,087.43	\$	6,820.00
CITY OF FOREST HILL	1	0.25	\$	8,681.07	\$	6,520.00
CITY OF FORT WORTH	115	27.23	\$	210,808.75	\$	158,110.00
CITY OF GRAND PRAIRIE	5	1.31	\$	13,452.01	\$	10,090.00
CITY OF HALTOM CITY	4	0.95	\$	26,634.52	\$	19,980.00
CITY OF HASLET	1	0.20	\$	6,078.72	\$	4,560.00
CITY OF KELLER	2	0.58	\$	10,228.13	\$	7,680.00
CITY OF KENNEDALE	2	0.34	\$	8,915.91	\$	6,690.00
CITY OF MANSFIELD	6	1.70	\$	17,650.43	\$	13,240.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$	36,110.03	\$	27,090.00
CITY OF RICHLAND HILLS	1	0.50	\$	10,271.39	\$	7,710.00
CITY OF RIVER OAKS	2	0.40	\$	5,467.17	\$	4,110.00
CITY OF SAGINAW	3	0.73	\$	10,877.71	\$ \$	8,160.00
CITY OF SANSOM PARK	1	0.17	\$	5,811.68	\$	4,360.00
CITY OF WATAUGA	2	0.42	\$	5,143.93	\$	3,860.00
CITY OF WESTWORTH VILLAGE	1	0.14	\$	4,419.28	\$	3,320.00
CITY OF WHITE SETTLEMENT	2	0.34	\$	6,563.35	\$	4,930.00
CROWLEY ISD	13	2.90	\$	51,752.12	\$	38,820.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.83	\$	23,035.08	\$	17,280.00
FOREST HILL PUBLIC LIBRARY DISTRICT	1	0.25	\$	8,681.07	\$	6,520.00
FORT WORTH ISD	85	20.35	\$	104,280.64	\$	78,220.00
GODLEY ISD GRAPEVINE-COLLEYVILLE ISD	0	0.00	\$	400.00	\$	300.00
	3	0.73	\$	15,690.32	\$	11,770.00
HURST-EULESS-BEDFORD ISD KELLER ISD	6	2.09	\$	52,681.12	\$	39,520.00
KENNEDALE ISD	10	2.48	\$	26,727.07	\$	20,050.00
LEWISVILLE ISD	2	0.34	\$	8,915.91	\$	6,690.00
MANSFIELD ISD	1	0.25	\$	6,322.54	\$	4,750.00
NORTHWEST ISD	11 8	3.20 1.88	\$ \$	29,159.43 13,243.89	\$ \$	21,870.00 9,940.00

TOTALS	664	169	\$1	,459,948.43	\$1	,095,200.00
WHITE SETTLEMENT ISD	6	1.33	\$	11,107.57	\$	8,340.00
TOWN OF TROPHY CLUB	1	0.25	\$	8,498.20	\$	6,380.00
TOWN OF LAKESIDE	1	0.33	\$	6,728.90	\$	5,050.00
TOWN OF FLOWER MOUND	1	0.25	\$	6,322.54	\$	4,750.00
TARRANT REGIONAL WATER DISTRICT	110	25.81	\$	207,199.68	\$	155,400.00
TARRANT COUNTY COLLEGE DISTRICT	169	45.35	\$	251,987.78	\$	189,000.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining Participating Authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining Participating Authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the Contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or public information request which may be filed with the Participating Authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

Joint Election Agreement and Contract for Election Services Page 8			
	————— FΔ Initials	Entity Ren Initials	

- 1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the Participating Authorities.
- 2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
- 3. Nothing in this Contract prevents any Party from taking appropriate legal action against any other Party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
- 4. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Tarrant County, Texas.
- 5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 6. All Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- 7. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 8. Any Amendments of this Agreement shall be of no effect unless in writing and signed by all Parties hereto.
- 9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

[Signature Pages Follow]

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNAT	URES AND SEAL ON	THE DATE SHOWN B	ELOW:	
The Elections Administrator:				
Heider Garcia Elections Administrator				
Date		_		
The State of Texas County of Tarrant	& &			
Before me, the undersigned authority, on name is subscribed to the foregoing inconsideration therein expressed. Give 20	strument and acknowl	edged to me that he ex	recuted the same fo	r the purpose and
(Seal)				
	Signature of	Notary		
Joint Election Agreement and Contract for	r Flection Services Pa	ge 10		



Economic Development Corporation (Type A)

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

On June 7, 2021, the City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement) with the developer of the approximately 1,000 acre Chisholm Summit master-planned community on the City's west side. Per the Chapter 380 agreement, the developer is responsible for designing and constructing the city funded public improvements, including the extension of Lakewood Drive from just south of CR 1020 to FM 1902. Phase 1 of the Lakewood Drive extension from FM 1902 to CR 1016 is underway and includes a temporary connection to FM 1902.

Lakewood Drive will also serve as the primary access to land purchased by the Economic Development Corporation (Type A), known as the Hooper Business Park, totaling approximately 107 acres.

The professional services agreement for consideration includes design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway, providing a direct connection from the tollway to the business park, master-planned community, and points to the east. Since FM 1902 and the Chisholm Trail Tollway are TxDOT and NTTA roadways, the design of the improvements must be to TxDOT standards, including environmental clearance, before the final design.

The design contract has been set up to follow TxDOT standards and procedures and includes additional tasks that would only be authorized and expensed to comply with federal requirements should federal funding be awarded. Construction is estimated at \$16.9M. Staff is exploring potential federal funding for construction through the North Central Texas Council of Governments (NCTCOG). Whether the design follows state or federal standards and procedures, the schedule for design and construction will take longer than if it were strictly a local / City project designed and constructed following City standards and processes.

If following the TxDOT standards and process a schematic design is required to be submitted and approved before any detailed project design can begin. The schematic design is anticipated to take approximately one year to complete. Environmental clearance, right-of-way acquisition, and utility relocation are activities that can overlap; however, construction cannot begin until utility relocation is complete. Extensive public involvement is required via internal and external stakeholder meetings, and public meetings to gather input from surrounding property owners. The design is estimated to be completed summer 2025, and relocation of the utilities by the fall 2026. Construction is estimated to begin in early 2027 at an estimated construction cost of \$16.9M and be completed fall 2028 following TxDOT standards and process.

If federal funding is awarded to the project, the schedule is estimated to extend by approximately one year. This is mainly because the federal process does not allow right-of-way acquisition to begin until environmental clearance has been obtained, and utility relocation is not allowed until all right-of-way has been acquired. Construction can only begin once all utility relocation has been completed. If federal funding is secured, construction is projected to begin in early 2028 at estimated construction cost of \$17.6M. However, the federal funding could potentially contribute up to 80% of the construction cost. Additional state and/or county funding may also become available to assist.

The following tasks are included in the design contract –

- Design Survey
- Right-of-Way and Easement Documentation
- Schematic Design
- Preliminary and Final Design
- Geotechnical Investigation
- Environmental Services
- Traffic Evaluation

- TxDOT and Federal Documentation
- Chisholm Trail Parkway Intersection Improvements
- FM 1902 Intersection Improvements (realignment)
- Subsurface Utility Engineering
- Franchise Utility Coordination
- Bidding and Construction Phase Services

Coordination between several entities will require more meetings than a typical project designed to city standards.

The design for the extension of Lakewood Drive will be funded as part of the reimbursement resolution for the Economic Development Corporation 4A approved at the October 3, 2023 City Council meeting.

OPTIONS:

- 1) Approve a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation Board recommending approval of a professional services contract between the City and Kimley-Horn and Associates, Inc. for design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00.
- 2) Deny a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation Board recommending approval of a professional services contract between the City and Kimley-Horn and Associates, Inc. for design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00.

RECOMMENDATION:

Approve a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation Board recommending approval of a professional services contract between the City and Kimley-Horn and Associates, Inc. for design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00.

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

None

FISCAL IMPACT:

Funded as part of the reimbursement resolution for the Economic Development Corporation 4A approved on October 3, 2022.

STAFF CONTACT:

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

RESOLUTION 4A031523KIMLEYHORN

A RESOLUTION OF THE OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF BURLESON AND KIMELY-HORN AND ASSOCIATES, INC. FOR THE DESIGN OF THE EXTENSION OF LAKEWOOD DRIVE FROM FM 1902 TO CHISHOLM TRAIL PARKWAY; AUTHORIZING THE CITY MANAGER TO FUND THE CONTRACT WITH FUNDS FROM THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.

WHEREAS, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

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

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

WHEREAS, the Agreement calls for the Developer to design and construct roadway improvements along Lakewood Drive approximately from CR 1020 to FM 1902; and

WHEREAS, the Type A Corporation desires to extend the Lakewood Drive extension provided for the in Agreement to the Chisholm Trail Parkway; and

WHEREAS, extending Lakewood Drive from FM 1902 to Chisholm Trail Parkway will give the Hooper Business Park direct connection to the Chisholm Trail Parkway; and

WHEREAS, the City has a proposed agreement with Kimley-Horn and Associates, Inc. to design the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway (the "Proposed Agreement"); and

WHEREAS, the Type A Corporation desires that the City approve the Proposed Agreement and the Type A Corporation fund all costs under the Proposed Agreement; and

WHEREAS, the Type A Corporation authorizes the City Manager to pay all costs under the Proposed Agreement with Type A Corporation funds; and

WHEREAS, the Type A Corporation desires the City approve this action;

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

Section 1

The Type A Corporation hereby recommends approval of the Proposed Agreement between the City and Kimley-Horn and Associates, Inc, for the design the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway.

Section 2

If the City approves the Proposed Agreement, the City Manager is authorized to pay for costs actually incurred under the Proposed Agreement.

Section 3

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

Section 4

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

PASSED, APPROVED, AND SO RESOLV	VED by the Board of Directors of the Burleson 4A
Economic Development Corporation on the_	day of
	Dan McClendon, Board President Burleson 4A Economic Development Corporation
ATTEST:	
Amanda Campos, Secretary	



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, P.E., CFM[®], Deputy Public Works Director

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

The City of Burleson purchased the 130 E. Renfro site in August 2005. In January 2021, the 4A Economic Development Corporation purchased the site from the City for redevelopment. In April 2022, staff received direction and issued a request for proposals to sell or long-term ground lease.

In preparation for redevelopment and potentially shortening the time for a future development to occur, staff advanced activities to have the current structures demolished. A required asbestos survey was completed in December 2022 and required air monitoring and environmental services have also been secured.

The most recent tenant, Hill College, vacated the premises in January 2023. An invitation to bids was publicly advertised in February 2023 and four complete bids were received February 23, 2023 as shown below. Bidders were also asked to provide optional pricing for taking additional measures when removing the stained-glass windows. The low bid is from Garrett Demolition, Inc. for a total of \$201,462 including the window removal option.

Vendor	Abatement	Demolition	Window Removal Option	Total (Abatement + Demo + Option)
Garrett Demolition	\$69,052	\$123,910	\$8,500	\$201,462
Lloyd Nabors Demolition	\$79,000	\$232,000	\$77,000	\$388,000
Prism Response	\$126,000	\$125,420	\$5,580	\$257,000

Tejas Destructors	\$144,500	\$178,000	\$15,000	\$337,500

OPTIONS:

- 1) Approve a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of demolition agreement between the City and Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00.
- 2) Deny a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of demolition agreement between the City and Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00.

RECOMMENDATION:

Approve a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of demolition agreement between the City and Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00.

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

April 4, 2022 – City Council City Council directed staff to release a request for proposals to sell or long-term ground lease real property located at 130 E. Renfro St

FISCAL IMPACT:

Project #: FA2304

Budgeted Y/N: Y

Fund Name: BCDC 4A Sales Tax SRF Full Account #s: 110-1014-415.80-05

Amount: \$201,462

STAFF CONTACT:

Errick Thompson
Deputy Public Works Director
ethompson@burlesontx.com
817-426-9610

RESOLUTION 4A031523GARRETTDEMOLITION

A RESOLUTION OF THE OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF A CONTRACT BETWEEN THE CITY OF BURLESON AND GARRETT DEMOLITION, INC. FOR THE DEMOLITION OF 130 E RENFRO ST; AUTHORIZING THE CITY MANAGER TO FUND THE CONTRACT WITH FUNDS FROM THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.

WHEREAS, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

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

WHEREAS, Type A Corporation owns the real property commonly known as 130 E Renfro St (the "Property") and desires to begin renovation of the Property by demolishing the structures currently on the Property; and

WHEREAS, the City has a proposed agreement with Garrett Demolition, Inc. to demolish the existing structures on the Property (the "Proposed Agreement"); and

WHEREAS, the Type A Corporation desires that the City approve the Proposed Agreement and the Type A Corporation fund all costs under the Proposed Agreement; and

WHEREAS, the Type A Corporation authorizes the City Manager to pay all costs under the Proposed Agreement with Type A Corporation funds; and

WHEREAS, the Type A Corporation desires the City approve this action;

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

Section 1

The Type A Corporation hereby recommends approval of the Proposed Agreement between the City and Garrett Demolition, Inc, for the demolition of the structures on 130 E Renfro St.

Section 2

If the City approves the Proposed Agreement, the City Manager is authorized to pay for costs actually incurred under the Proposed Agreement.

Section 3

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

Section 4

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

PASSED, APPROVED, AND SO RESOLV	VED by the Board of Directors of the Burleson 4A
Economic Development Corporation on the_	day of, 20
	Dan McClendon, Board President
	Burleson 4A Economic Development Corporation
ATTEST:	
Amanda Campos, Secretary	



City Council Regular Meeting

DEPARTMENT: Legal and Purchasing

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

The City will utilize Garrett Demolition, Inc. to demolish the buildings located at 130 E Renfro St. For many years First United Methodist Church Burleson was located at the 130 E Renfro St property and one of the buildings served as the church's chapel. The chapel contains many stained glass windows that are dear to FUMC Burleson. FUMC Burleson has requested that, if possible, the stained glass windows not be demolished, and instead the windows be removed and returned to the church. In exchange for the stained glass windows, FUMC Burleson will allow the City to use its facilities for a few community meetings in the future. FUMC Burleson is located at 590 NE McAlister Rd in Burleson.

City staff is requesting that City Council ratify a resolution of the Type A Corporation's Board recommending approval of the tentative contract subject to the approval of the City Attorney. At this time, City staff does not have enough information and details to draft the final agreement (e.g., how many stained glass window can be successfully extracted, when will the windows be delivered, how the windows should be delivered, etc.). Once the windows are removed and the details are learned, City staff will draft the final version of the agreement subject to the review and approval of the City Attorney.

OPTIONS:

 Approve a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St; or 2) Deny a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St

RECOMMENDATION:

Approve a minute order ratifying a resolution of the Burleson 4A Economic Development Corporation recommending approval of a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St.

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

None

FISCAL IMPACT:

None

STAFF CONTACT:

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



FUMC Burleson Contract



FUMC Stained Glass

- The 4A will be razing the building at 130 E. Renfro, the former home of First United Methodist Church Burleson
- FUMC has requested that, if possible, the stained glass be removed and returned to the church

To be used in their current home at 590 NE McAlister Rd

In exchange FUMC has offered the use of their community space for City events

 Much is unknown how or when the City can return the glass panels:

How many panels will be sucsessfully removed

How the panels should be delivered

When the panels will be delivered

 Staff is requesting approval of a tentative agreement until all details are known. City Attorney will subsequently approve final version



Requested Board Action





Approve

Approve a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro

Staff Recommends Approval



Deny

Deny a contract with First United
Methodist Church Burleson for use of
church facilities for community events
in exchange for the stained glass
windows at 130 E Renfro St



RESOLUTION 4A032023FUMC

A RESOLUTION OF THE OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF A CONTRACT BETWEEN THE CITY OF BURLESON AND FIRST UNITED METHODIST CHURCH BURLESON FOR THE USE OF CHURCH FACILITIES IN EXCHANGE FOR THE STAINED GALSS WINODWS LOCATED AT 130 E RENFRO ST; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.

WHEREAS, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

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

WHEREAS, Type A Corporation owns the real property commonly known as 130 E Renfro St (the "Property") and desires to begin renovation of the Property by demolishing the structures currently on the Property; and

WHEREAS, the First United Methodist Church Burleson ("FUMCB") once owned the Property and improvements at 130 E Renfro, Burleson, Texas; and

WHEREAS, during FUMCB's ownership of the Property, FUMCB constructed a chapel and used the chapel for its worship services for many, many years (the "Old Church"); and

WHEREAS, the Old Church contains many stained glass windows that are important to FUMCB (the "Stained Glass Windows"); and

WHEREAS, the EDC owns the Property and the EDC and City desire to demolish the Old Church building and renovate the site; and

WHEREAS, FUMCB has requested that the City preserve the Stained Glass Windows and transfer ownership of the windows to FUMCB; and

WHEREAS, the FUMCB campus is located at 590 NE McAlister, Burleson, Texas and possesses a multipurpose room (the "Multi-Purpose Room"); and

WHEREAS, the City and EDC desire to use the Multi-Purpose Room for community events occasionally from time to time; and

WHEREAS, the City has a tentative proposed agreement with FUMCB whereby the City desires to transfer to FUMCB and FUMCB desires to receive the Stained Glass Windows in exchange for the City's occasional use of the Multi-Purpose Room (the "Proposed Agreement"); and

WHEREAS, the Proposed Agreement is not drafted at this time due to a number of details still being outstanding; and

WHEREAS, the Type A Corporation desires that the City approve the Proposed Agreement subject to the review and approval of the City Attorney; and

WHEREAS, the Type A Corporation desires the City approve this action;

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

Section 1

The Type A Corporation hereby recommends approval of the Proposed Agreement between the City and FUMCB for the transfer of the Stained Glass Windows in exchange for the City's occasional use of the Multi-Purpose Room and for other good and valuable considerations that will be set forth in the Proposed Agreement.

Section 2

If the City approves the Proposed Agreement and the Proposed Agreement is drafted and approved by the City Attorney and executed by the parties, the City Manager is authorized to transfer the Stained Glass Windows to the FUMCB pursuant to terms of Proposed Agreement.

Section 3

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

Section 4

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

PASSED, APPROVED, AND SO RESOLT	VED by the Board of Directors of the	Burleson 4A
Economic Development Corporation on the	day of	_, 20
	Dan McClendon, Board President Burleson 4A Economic Developmen	t Corporation
	Bureson 4A Leononne Developmen	t Corporation
ATTEST:		
Amanda Campos, Secretary		



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, Deputy Director of Public Works

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

On June 7, 2021, the City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement) with the developer of the approximately 1,000 acre Chisholm Summit master-planned community on the City's west side. Per the Chapter 380 agreement, the developer is responsible for designing and constructing the city funded public improvements, including the extension of Lakewood Drive from just south of CR 1020 to FM 1902. Phase 1 of the Lakewood Drive extension from FM 1902 to CR 1016 is underway and includes a temporary connection to FM 1902.

Lakewood Drive will also serve as the primary access to land purchased by the Economic Development Corporation (Type A), known as the Hooper Business Park, totaling approximately 107 acres.

The professional services agreement for consideration includes design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway, providing a direct connection from the tollway to the business park, master-planned community, and points to the east. Since FM 1902 and the Chisholm Trail Tollway are TxDOT and NTTA roadways, the design of the improvements must be to TxDOT standards, including environmental clearance, before the final design.

The design contract has been set up to follow TxDOT standards and procedures and includes additional tasks that would only be authorized and expensed to comply with federal requirements should federal funding be awarded. Construction is estimated at \$16.9M. Staff is exploring potential federal funding for construction through the North Central Texas Council of Governments (NCTCOG). Whether the design follows state or federal standards and procedures, the schedule for design and construction will take longer than if it were strictly a local / City project designed and constructed following City standards and processes.

If following the TxDOT standards and process a schematic design is required to be submitted and approved before any detailed project design can begin. The schematic design is anticipated

to take approximately one year to complete. Environmental clearance, right-of-way acquisition, and utility relocation are activities that can overlap; however, construction cannot begin until utility relocation is complete. Extensive public involvement is required via internal and external stakeholder meetings, and public meetings to gather input from surrounding property owners. The design is estimated to be completed summer 2025, and relocation of the utilities by the fall 2026. Construction is estimated to begin in early 2027 at an estimated construction cost of \$16.9M and be completed fall 2028 following TxDOT standards and process.

If federal funding is awarded to the project, the schedule is estimated to extend by approximately one year. This is mainly because the federal process does not allow right-of-way acquisition to begin until environmental clearance has been obtained, and utility relocation is not allowed until all right-of-way has been acquired. Construction can only begin once all utility relocation has been completed. If federal funding is secured, construction is projected to begin in early 2028 at estimated construction cost of \$17.6M. However, the federal funding could potentially contribute up to 80% of the construction cost. Additional state and/or county funding may also become available to assist.

The following tasks are included in the design contract –

- Design Survey
- Right-of-Way and Easement Documentation
- Schematic Design
- Preliminary and Final Design
- Geotechnical Investigation
- Environmental Services
- Traffic Evaluation

- TxDOT and Federal Documentation
- Chisholm Trail Parkway Intersection Improvements
- FM 1902 Intersection Improvements (realignment)
- Subsurface Utility Engineering
- Franchise Utility Coordination
- Bidding and Construction Phase Services

Coordination between several entities will require more meetings than a typical project designed to city standards.

The design for the extension of Lakewood Drive will be funded as part of the reimbursement resolution for the Economic Development Corporation 4A approved at the October 3, 2023 City Council meeting.

OPTIONS:

- Approve a professional services contract with Kimley-Horn and Associates, Inc. for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00.
- 2) Deny a professional services contract with Kimley-Horn and Associates, Inc. for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00.

RECOMMENDATION:

Approve a professional services contract with Kimley-Horn and Associates, Inc. for the design of the extension of Lakewood Drive from FM 1902 to Chisholm Trail Parkway in the amount of \$1,090,915.00.

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

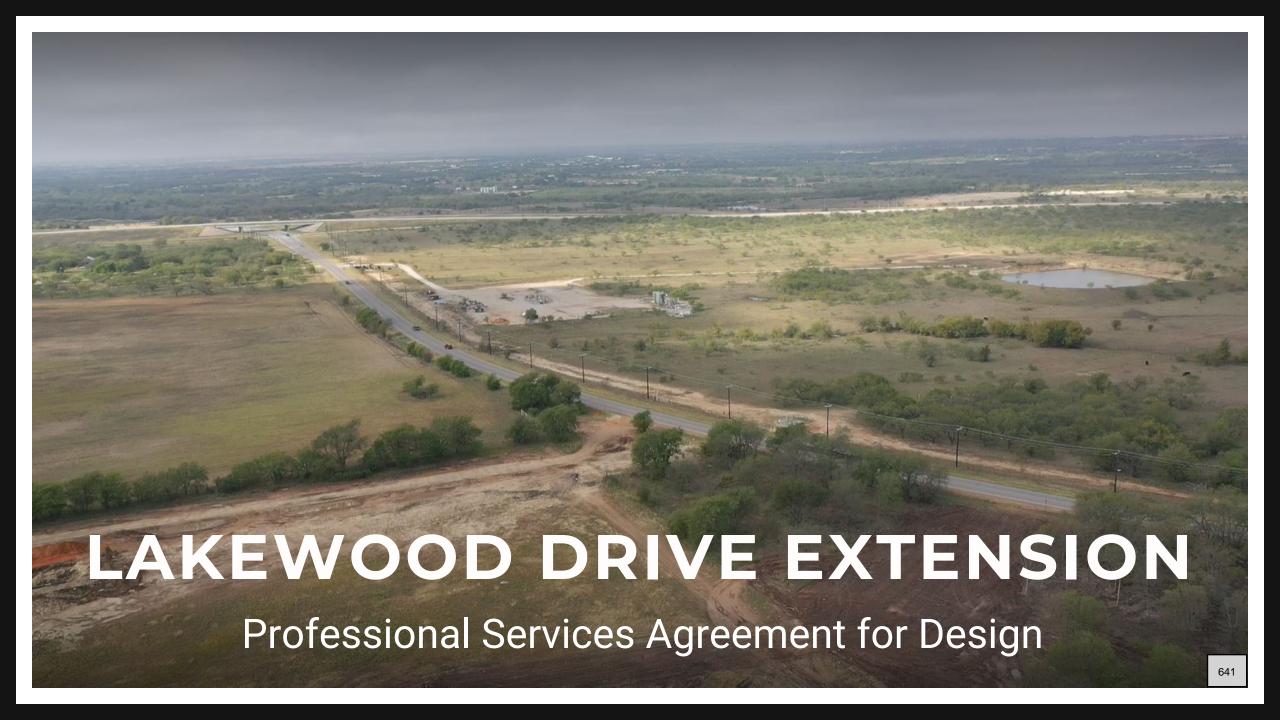
The 4A considered the proposed contract on March 20, 2023.

FISCAL IMPACT:

Funded as part of the reimbursement resolution for the Economic Development Corporation 4A approved on October 3, 2022.

STAFF CONTACT:

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



BRIEF HISTORY

2021

- Council approved Chapter 380 and Economic Development and Performance Agreement for the proposed Chisholm Summit master-planned community
- City Council purchased approximately 107 acres for future business park

2022

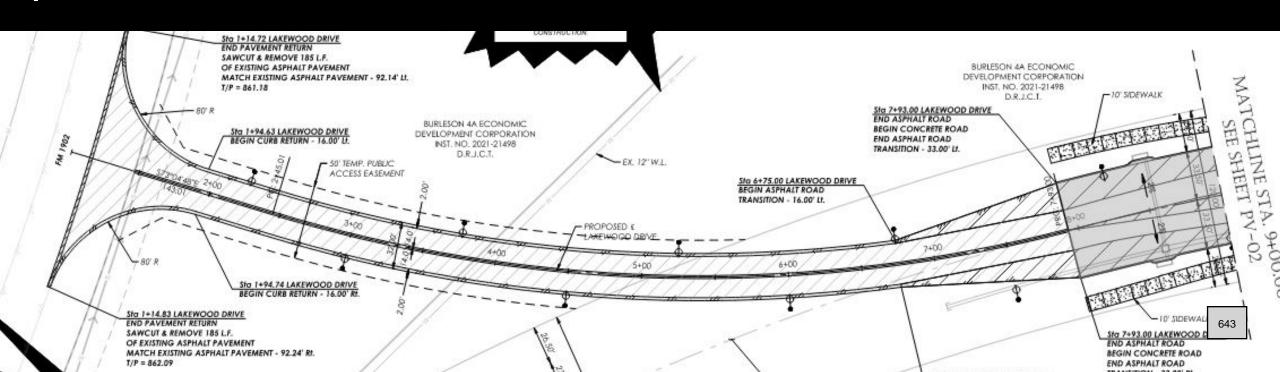
- Council approved the final design of Lakewood Drive from CR 1020 to FM 1902
- Council approved community facilities contract with R.A. Development, Ltd. for Lakewood Drive construction
- Construction began October



LAKEWOOD DRIVE

Lakewood Drive (currently under construction) includes a temporary connection to FM 1902 (pictured below)

Lakewood Drive Extension creates more direct access to and from Chisholm Trail Parkway to Hooper Business Park, master-planned community development, and points to the east





LAKEWOOD DRIVE EXTENSION

DESIGN TO TXDOT OR FEDERAL STANDARDS

STAFF IS EXPLORING POTENTIAL CONSTRUCTION FUNDING PARTNERS

- Potential federal funding for construction (with local matching funds)
- Additional regulations, process, and time apply if federal funding is secured
- Potential county capital program may be implemented and this project could compete well should a program be implemented

ESTIMATED CONSTRUCTION COST - \$16.9M

• 2027 Dollars, based on TxDOT process

ESTIMATED CONSTRUCTION COST - \$17.6M

2028 Dollars, based on federal process and could be up to 80% federally funded



LAKEWOOD DRIVE EXTENSION

Kimley Horn and Associates, Inc. selected to provide design services at a negotiated fee of \$1,090,915. This contract is being funded by the 4A Economic Development Corporation and major contract elements include:

DESIGN SURVEY

SCHEMATIC DESIGN

PRELIMINARY AND FINAL DESIGN

TXDOT AND FEDERAL DOCUMENTATION

ENVIRONMENTAL CLEARANCE

CHISHOLM TRAIL PARKWAY INSTERSECTION IMPROVEMENTS (AND NTTA COORDINATION)

FM 1902 RE-ALIGNMENT

FRANCHISE UTILITY COORDINATION

CONSTRUCTION BIDDING & ADMINISTRATION





LAKEWOOD DRIVE EXTENSION

Kimley Horn and Associates, Inc. will partner with several professional firms for portions of the design work

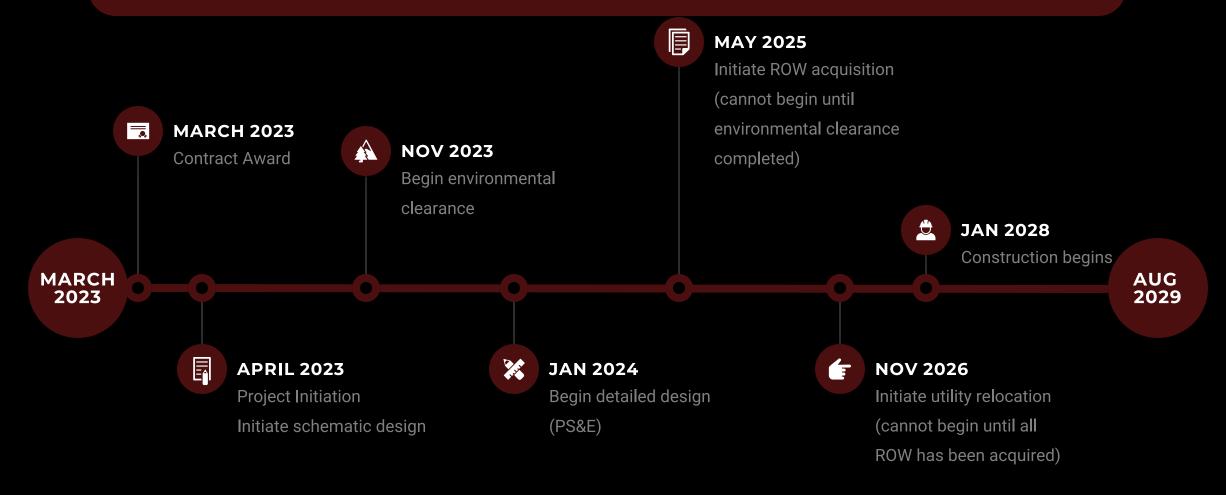
SPOONER & ASSOCIATES, INC. - SURVEY

CMJ ENGINEERING - GEOTECHNICAL SERVICES

STANTEC ENGINEERING - ENVIRONMENTAL SERVICES



SCHEDULE BASED ON FEDERAL FUNDING FOR CONSTRUCTION





OPTIONS

RECOMMENDED



APPROVE A MINUTE
ORDER RATIFYING THE
4A ECONOMIC
DEVELOPMENT
CORPORATION BOARD'S
ACTIONS APPROVING A
PROFESSIONAL SERVICES
CONTRACT WITH KIMLEY
HORN AND ASSOCIATES,
INC. FOR DESIGN OF THE
EXTENSION OF
LAKEWOOD DRIVE FROM
FM 1902 TO CHISHOLM
TRAIL PARKWAY IN THE
AMOUNT OF \$1,090,915.00



DENY A MINUTE ORDER
RATIFYING THE 4A
ECONOMIC
DEVELOPMENT
CORPORATION BOARD'S
ACTIONS APPROVING A
PROFESSIONAL SERVICES
CONTRACT WITH KIMLEY
HORN AND ASSOCIATES,
INC. FOR DESIGN OF THE
EXTENSION OF
LAKEWOOD DRIVE FROM
FM 1902 TO CHISHOLM
TRAIL PARKWAY IN THE
AMOUNT OF \$1,090,915.00





PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF BURLESON** (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **KIMLEY-HORN AND ASSOCIATES, INC.** ("Consultant").

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. <u>COMPENSATION.</u>

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed One Million Ninety Thousand Nine Hundred Fifteen Dollars (\$1,090,915 and 0/100) in accordance with the fee schedule incorporated herein as Attachment A, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

4. TERMINATION.

4.1. Written Notice.

Professional Services Agreement Page 1 The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 <u>Non-appropriation of Funds.</u>

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

4.3 Duties and Obligations of the Parties.

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

5. <u>DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.</u>

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

6. RIGHT TO AUDIT.

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

Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving

transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR

OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

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

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

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The

Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. <u>INSURANCE.</u>

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

10.1 Coverage and Limits

(a) Commercial General Liability \$1,000,000 Each Occurrence \$1,000,000 Aggregate

(b) Automobile Liability

\$1,000,000 Each accident on a combined single limit basis or \$250,000 Bodily injury per person \$500,000 Bodily injury per person per occurrence \$100,000 Property damage

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

(c) Worker's Compensation

Statutory limits

Employer's liability

\$100,000 Each accident/occurrence \$100,000 Disease - per each employee \$500,000 Disease - policy limit

This coverage may be written as follows:

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate
Professional Services Agreement
Page 5

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

Professional Services Agreement

or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

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

To CITY: To CONSULTANT:

City of Burleson City Manager's Office Attn: Bryan Langley 141 W. Renfro St. Burleson, TX 76028 Kimley-Horn and Associates, Inc. Attn: Dana Shumard 801 Cherry Street, Unit 11 Suite 1300 Fort Worth, TX 76102

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in

Professional Services Agreement

performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

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

20. <u>REVIEW OF COUNSEL.</u>

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

21. <u>AMENDMENTS / MODIFICATIONS / EXTENSIONS.</u>

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

22. ENTIRETY OF AGREEMENT.

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

23. <u>SIGNATURE AUTHORITY.</u>

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Professional Services Agreement

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

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

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant.

31. <u>COUNTERPARTS; PDF SIGNATURES</u>.

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

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:	KIMLEY-HORN AND ASSOCIATES, INC.		
By:	By: froth. Amold		
Name:	Name: Scott R. Arnold		
Title:	Title: Vice President		
Date:	Date: March 15, 2023		
APPROVED AS TO FORM:			
By:			
City Attorney, Assistant City Attorney, or Deputy City Attorney			

ATTACHMENT A

I. Scope of Services

The Consultant understands that the City wishes to prepare schematic and construction plans, specifications and estimates (PS&E) for improvements to FM 1902 (Lakewood Drive) from Chisolm Trail Parkway to the east to the connection to Lakewood Drive that is being designed with the Chisholm Summit Development. The scope will be to widen roadway from a 2 lane undivided roadway section with ditches to a 4 lane divided roadway with curb section to match the City Master Thoroughfare Plan. The plans will consist of roadway plan and profile, sidewalk, and storm drain plan improvements, street lighting, traffic signal, traffic control, signing and marking and utility adjustments. The project will also include a roadway connection from FM 1902 to Lakewood Drive. The project will need to adhere to TxDOT requirements as well as Federal Highway Administration (FHWA) guidelines with exceptions provided by the City of Burleson. The project will also consist of Environmental Documentation, Utility Clearance, Traffic Analysis, Bidding and Construction Phase Services.

The Consultant will complete the following tasks:

Task 1 – Design Survey

The Consultant, through its subconsultant, Spooner & Associates, Inc. will provide topographic survey for the following limits: two hundred feet west of Chisholm Trail Parkway southbound frontage road to the approximately 3,500 linear feet east along FM 1902. The limits will also consist of two hundred feet each way at the frontage road along Chisholm Trail Parkway. Other subtasks for this task consist of:

A. Topographic Survey

- Making a topographic survey of all existing features above ground level by using both Mobile LIDAR and on the ground survey. These features will consist of telephone poles, power poles, utilities, utility markers, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culvert pipes and any other facilities in close proximity to the anticipated construction limits. Also, all buildings, trees, and other topographical features.
- 2) Determining horizontal and vertical location of all underground utilities or other underground structures where they cross any part of the proposed project.
- 3) Making of all surveys necessary to determine limits of any existing right-of-way or easements.
- 4) Tie all public improvements to existing City monument system.

Task 2 – Right-of-Way and Easement Determination

- A. In conformance with TxDOT ROW Acquisition Manual, the Consultant, through subconsultant, will survey, render field notes, and prepare a right-of-way strip map and up to five (5) individual parcel exhibits for right-of-way documents and up to six (6) easement documents as needed. The right-of-way strip map will be contained on plan paper (11" x 17") at a scale of 1" = 100', will be sealed, dated, and signed by a Registered Professional Land Surveyor and will contain the following:
 - 1) Title page including location map.

- 2) Summary sheet listing all parcels to be acquired, property owner, legal description of property, gross area of property, square footage and type of easements, net area of property after acquisition, a column for volume and page of filing, and current volume and page.
- 3) Corners of all parcels tied to the centerline.
- 4) Location of all existing property pins, including station and offset to centerline.
- 5) Location of all new property pins, including station and offset to centerline.
- 6) Parcel number.
- 7) Area required.

Task 3 – Schematic Design

- A. Schematic Plans. Schematic plan and profile will be drawn at a scale no smaller than 1"= 100" and to such detail as is necessary to meet TxDOT requirements. The Consultant will prepare schematic plans which will consist of the following:
 - 1) Roadway improvements (plan and profile) showing curb, median, turn lanes, median openings, sidewalk, existing and proposed right-of-way. The approximate location of all existing and proposed driveways within the limits of the project.
 - 2) Intersection improvements based on the findings of the traffic evaluation in Task 7. Up to two (2) options will be developed for each intersection, the Chisolm Trail Parkway intersection, and the connection to Lakewood Drive.
 - 3) Existing and proposed typical sections.
 - 4) Existing utilities and survey data collected in Task 1 and Task 12.
 - 5) A preliminary drainage study, consisting of drainage areas, location, and size of existing drainage facilities, the approximate size and alignment of proposed drainage facilities, and approximate discharges.
 - 6) Existing water and sanitary sewer mains and potential conflicts (if applicable).
 - 7) An opinion of probable construction cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.
 - 8) A 30%, 60% and Final Schematic Submittal is assumed.
 - 9) Address up to three (3) rounds of comments from the City, TxDOT and NTTA on the schematic submittal.
 - 10) Environmental documentation as listed in Task 6.
 - 11) Traffic evaluation as listed in Task 7.
 - 12) TxDOT documentation and coordination as listed in Task 8.
- B. Project Management Perform general project management related tasks such as routine communication with the City, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule. Project invoicing for Task 6-11 will include time sheet and subconsultant invoices for backup.

Task 4 – Preliminary and Final Design

It is understood that the PS&E phase will occur concurrently with the Preliminary (Schematic) phase of

the project, at risk. The PS&E phase will begin once the City authorizes the Consultant to begin the PS&E task.

Design associated with widening and intersection improvements at Chisholm Trail Parkway Intersection will be listed in a separate task, Task 9. The design improvements are not yet defined and dependent upon Task 7 Traffic Evaluation recommendations.

- A. Preliminary Design Construction Plans (30% and 60%) Preliminary plans will consist of the following:
 - 1) Edge of existing pavement, existing structures, mailboxes, water meters, utility poles, fire hydrants, existing driveways, existing utilities, existing and proposed rights-of-way and easements, proposed centerline, proposed curb line on plan and profile sheets, and existing ground elevation in profile at the proposed centerline and right-of-way lines.
 - 2) All existing improvements on property within twenty feet (20') of the proposed right-of-way or easement line on construction plans.
 - 3) The location, size, and species of all trees and shrubs within the limits of proposed street right-of-way (ROW), drainage, slope or temporary construction easements. If due to the density of the growth it is impractical to show all trees and shrubs, the limits of dense stands of trees and shrubs will be shown. In any case, all trees six inches (6") in diameter, or larger, will be shown, unless directed otherwise the Consultant will indicate on the plans those trees that are to be removed, and those trees to be preserved.
 - 4) Sidewalk, retaining walls (if applicable), and curb ramps.
 - 5) Lane and pavement width dimensions.
 - 6) Proposed structure locations, lengths, and widths.
 - 7) Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
 - 8) Begin and end superelevation transitions and cross slope changes.
 - 9) Limits of rip-rap, block sod, and seeding.
 - 10) Existing utilities and structures.
 - 11) Benchmark information.
 - 12) Typical sections for all proposed and existing roadways and cross streets. Typical sections to include width of travel lanes, shoulders, outer separations, border widths, curb offsets, sidewalk and ROW.
 - 13) Cross-sections of existing ground surface line and proposed ground surface lines.
 - 14) Overall drainage areas, sub-drainage areas, existing and proposed drainage facilities, discharges, times of concentration, and drainage area acreage for proposed structures (including the existing drainage system).
 - 15) All drainage computations such as inlet and pipe calculations within TxDOT ROW will be in accordance with TxDOT criteria.
 - 16) Hydraulic analysis and modeling of the impact of proposed structures within a designated 100-year floodplain or as determined by City or TxDOT.
 - 17) Storm sewer plan and profile sheets, including hydraulic grade lines.
 - 18) Culvert layout for each bridge class culvert.
 - 19) Erosion Control Plans
 - 20) Traffic Control Sequencing Plan
 - 21) Pavement markings, striping and/or traffic button plans.
 - 22) Plans to comply with TxDOT PS&E Checklists.
 - 23) An opinion of probable construction cost.

- B. Final Design Construction Plans -Upon acceptance of preliminary plans by City, the Consultant will prepare final plans. Final plans will contain all information and requirements of the preliminary plans and will incorporate comments from City, TxDOT, NTTA, and utility companies. The Consultant will also prepare contract documents, specifications, and special provisions. In addition, the following will be submitted:
 - 1) Standard City title page with location map and revision block in the lower right corner showing date of revision, description of revision and initials of the Consultant authorizing the revision.
 - 2) Storm sewer improvement plan and profile sheets (as needed).
 - 3) Detail and standard sheets for all elements of the Project.
 - 4) Special provisions and specifications.
 - 5) Final right-of-way plans or easements as required in Task 2.
 - 6) An opinion of probable cost based upon the items and quantities listed in the proposal in the contract documents. This estimate will be based on current unit prices bid on similar projects.
 - 7) Street addresses of all properties adjacent to the Project.
 - 8) Plan sheets for traffic signals, and signs and pavement markings as required by this contract.
 - 9) Water and/or sanitary sewer adjustment sheets (as needed).
 - 10) Prepare street lighting conduit and foundation plan.
 - 11) Prepare proposed cross-sections every 50 feet and at culvert locations.
 - 12) Prepare Project Manual and Specifications.
- C. Project Management Perform general project management related tasks such as routine communication with the City, project status updates, quality control efforts, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule. Project invoicing for Task 6-11 will include time sheet and subconsultant invoices for backup.
- D. The project will be registered with TDLR. Fees associated with the registration, review, and inspection are included in this scope. The Consultant will subcontract to Accessology to register, review, and inspect the project.

Task 5 – Geotechnical

The Consultant, through its subconsultant (CMJ Engineering), will provide geotechnical services as follows:

A. The Consultant will perform geotechnical investigations and analyses necessary to complete the design. The Consultant will prepare a geotechnical report describing existing geotechnical conditions and considerations necessary for design and construction of the project for City and TxDOT review and approval. The report will consist of up to eight (8) pavement borings in the outside shoulder.

Task 6 – Environmental Services

The Consultant, through a subconsultant (Stantec Engineering) will prepare Environmental Documentation in accordance with TxDOT Requirements. The following are anticipated to be necessary for Environmental Clearance.

- A. Environmental Services
 - 1) Prepare the Environmental Project Description Form according to the TxDOT Fort Worth District guidelines and policy.
 - 2) Prepare a Work Plan Development according to the TxDOT Fort Worth District Professional Services Agreement

- guidelines and policy.
- 3) This scope assumes that the project will meet the requirements for a D or C list Categorical Exclusion. The Consultant will collect the necessary data and prepare the technical reports for a Categorical Exclusion. The following reports are anticipated:
 - i. Air Quality Assessment
 - ii. Archeological Resource Background Study
 - iii. Biological Resource Deliverables
 - iv. Surface Water Analysis Form
 - v. Hazardous Materials Initial Site Assessment
 - vi. Historic Resources Project Coordination Request
 - vii. Traffic Noise Analysis
 - viii. Community Impacts Analysis
 - ix. Indirect Impacts
- B. Public Meetings. Attend and prepare for up to one (1) public meeting during the schematic design phase. The public meetings are required for the environmental process and documentation for TxDOT requirements. Public meeting materials and summary report will be provided.

<u>Task 7 – Traffic Evaluation (Hourly)</u>

- A. Traffic Evaluation
 - 1) Coordinate with TxDOT and NTTA to determine traffic report scope.
 - 2) The Consultant will collect turning movement counts and 24 hour traffic data at the Chisolm Trail Parkway intersection.
 - 3) Collect TPP volumes from TxDOT.
 - 4) The Consultant will analyze the existing and ultimate build out for the intersection at Chisolm Trail Parkway and the connection to FM 1902 to Lakewood Drive.
 - 5) The Consultant will utilize City traffic model to develop growth projections.
 - 6) The traffic study will evaluate the level of service for the project intersections and corridor and provide necessary recommendations.
 - 7) The Consultant will analyze up to four (4) intersection control options.
 - 8) The Consultant will perform a signal warrant study for Chisholm Trail Parkway and FM 1902 intersection with Lakewood Parkway.
 - 9) The Consultant will prepare the findings and recommendations in a technical memo.
 - 10) Address up to two (2) rounds of comments from the City, TxDOT and NTTA.
 - 11) Meetings are included in Task 11.

Task 8 – TxDOT and Federal Documentation (Hourly)

- A. TxDOT and Federal Documentation
 - Provide a project description and scope, location map, and opinion of probable construction costs in accordance with TxDOT requirements for use in the advanced funding agreement.
 - 2) Assist the City with the Advanced Funding Agreement supporting documents.
 - 3) Design Concept Conference (DCC). Prepare agenda and document the DCC prior to or during preliminary schematic development.
 - 4) Prepare design criteria in accordance with FHWA and TxDOT requirements.
 - 5) DSR Prepare a Design Summary Report (DSR) to reflect discussion and decisions at the DCC. DSR will be updated throughout project development as design progresses.
 - 6) Follow FHHWA checklist criteria for each submittal.
 - 7) Prepare Page 3 of TxDOT Form 1002.

- 8) Schematic and PS&E comment response form for each submittal.
- 9) Prepare contract documents in accordance with TxDOT LGPP Guidelines.
- 10) Coordinate with TxDOT during the duration of the project via email correspondence and phone calls.
- 11) Assist the City with preparing federal forms as required.
- 12) Coordinate with City and NTCOG to add the project to the TIP.
- 13) Assist the City with reviewing TIP information and coordinating TIP Modifications on quarterly basis.

Task 9 - Chisholm Trail Parkway Intersection Improvements (Hourly)

Based on the results of the Traffic Evaluation in Task 7, the Consultant will prepare preliminary and final design plans for the associated improvements to Lakewood Drive from the intersection of the southbound Chisholm Trail Parkway frontage road to the northbound Chisholm Trail Parkway frontage road. The intersection design will begin once Task 3 and Task 7 are complete and the City authorizes the Consultant to Proceed.

A. Preliminary Design

- 1) Roadway improvements (plan and profile) showing curb, median, turn lanes, median openings, sidewalk, existing and proposed right-of-way.
- 2) Existing and proposed typical sections.
- 3) Existing utilities and survey data collected in Task 1 and Task 12.
- 4) Existing water and sanitary sewer mains and potential conflicts (if applicable).
- 5) Sidewalk, retaining walls (if applicable), and curb ramps.
- 6) Lane and pavement width dimensions.
- 7) Proposed structure locations, lengths, and widths.
- 8) Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
- 9) Begin and end superelevation transitions and cross slope changes.
- 10) Limits of rip-rap, block sod, and seeding.
- 11) Existing utilities and structures.
- 12) Benchmark information.
- 13) Cross-sections of existing ground surface line and proposed ground surface lines.
- 14) Overall drainage areas, sub-drainage areas, existing and proposed drainage facilities, discharges, times of concentration, and drainage area acreage for proposed structures (including the existing drainage system).
- 15) Storm sewer plan and profile sheets, including hydraulic grade lines.
- 16) Erosion Control Plans
- 17) Traffic Control Sequencing Plan
- 18) Traffic Signal Plans
- 19) Pavement markings, striping and/or traffic button plans
- 20) An opinion of probable construction cost
- 21) Compile applicable details.
- 22) Address up to one (1) rounds of comments from the City, TxDOT, and NTTA.
- B. Final Design- Upon acceptance of preliminary plans by City, the Consultant will prepare final plans. Final plans will contain all information and requirements of the preliminary plans and will incorporate comments from City, TxDOT, NTTA and utility companies.
 - 1) Roadway plan and profile sheets.
 - 2) Storm sewer improvement plan and profile sheets (as needed).

- 3) Detail and standard sheets for all elements of the Project.
- 4) Plan sheets for traffic signals, and signs and pavement markings.
- 5) Traffic Control Plans.
- 6) Water and/or sanitary sewer adjustment sheets (as needed).
- 7) Prepare street lighting conduit and foundation plan.
- 8) Prepare proposed cross-sections every 50 feet and at culvert locations.
- 9) An opinion of probable cost based upon the items and quantities listed in the proposal in the contract documents. This estimate will be based on current unit prices bid on similar projects.
- 10) Address up to two (2) rounds of comments from the City, TxDOT and NTTA.

Task 10 – FM 1902 Intersection Improvements (Hourly)

Based on the results of the Traffic Evaluation in Task 7, the Consultant will prepare preliminary and final design plans for the associated improvements to Lakewood Drive and FM 1902. Task 10 will consist of intersection improvements such as traffic signal and changes to the striping and widening along FM 1902 for the connection to Lakewood Drive. The intersection design will begin once Task 3 and Task 7 are complete and the City authorizes the Consultant to Proceed.

- A. Preliminary Design 30% and 60%
 - 1) Intersection Improvements at FM 1902 and Lakewood Drive
 - 2) Existing and proposed typical sections.
 - 3) Existing utilities and survey data collected in Task 1 and Task 12.
 - 4) Existing water and sanitary sewer mains and potential conflicts (if applicable).
 - 5) Lane and pavement width dimensions.
 - 6) Direction of traffic flow on all roadways. Lane lines and arrows indicating the number of lanes must also be shown.
 - 7) Limits of rip-rap, block sod, and seeding.
 - 8) Existing utilities and structures.
 - 9) Benchmark information.
 - 10) Cross-sections of existing ground surface line and proposed ground surface lines.
 - 11) Traffic Control Sequencing Plan
 - 12) Traffic Signal Plans
 - 13) Pavement markings, striping and/or traffic button plans.
 - 14) An opinion of probable construction cost.
 - 15) Compile applicable details.
 - 16) Submit 30% Plans
 - 17) Submit 60% Plans
 - 18) Address up to two (2) rounds of comments from the City and TxDOT.
- B. Final Design- Upon acceptance of preliminary plans by City, the Consultant will prepare final plans. Final plans will contain all information and requirements of the preliminary plans and will incorporate comments from City, TxDOT and utility companies.
 - 1) Intersection Layout sheets.
 - 2) Storm sewer improvement plan and profile sheets (as needed).
 - 3) Detail and standard sheets for all elements of the Project.
 - 4) Final right-of-way plans or easements as required in Task 2.
 - 5) Plan sheets for traffic signals, and signs and pavement markings.
 - 6) Traffic Control Plans.
 - 7) Water and/or sanitary sewer adjustment sheets (as needed).

- 8) An opinion of probable cost based upon the items and quantities listed in the proposal in the contract documents. This estimate will be based on current unit prices bid on similar projects.
- 9) Submit 90% and Final Plans.
- 10) Address up to two (2) rounds of comments from the City and TxDOT.

Task 11 – Meetings (Hourly)

A. Meetings

- 1) The Consultant will prepare for and attend Project Kickoff Meeting with City, NTTA, and TxDOT.
- 2) The Consultant will prepare for and attend up to six (6) meetings with NCTCOG through the duration of the project.
- 3) The Consultant will attend up to two (2) plan review meetings during schematic design with the City, NTTA, and TXDOT.
- 4) The Consultant will attend up to three (3) plan review meetings with the City, NTTA, and TxDOT staff at 30%, 60% and 90% level.
- 5) The Consultant will attend a constructability site visit after 60% Submittal.
- 6) The Consultant will attend one monthly virtual progress meeting with the City PM to discuss project progress. Up to forty eight (48) meetings are assumed.
- 7) The Consultant will attend up to twelve (10) coordination meetings with the City and TxDOT or NTTA or other stakeholder to discuss progress, design and/or coordination items beyond in addition to the review meetings listed above.
- 8) The Consultant will prepare an agenda and meeting notes for all meetings.

<u>Task 12 – Subsurface Utility Engineering</u>

The Consultant, through its subconsultant (The Rios Group), will provide subsurface utility engineering for the survey limits.

- A. Provide Subsurface Utility Engineering (SUE) to Quality Level D, C, B, and A.
 - 1) SUE level B will be performed as needed.
 - SUE level A will be performed on any utilities where conflicts with proposed improvements are suspected based on level B SUE. The SUE will be performed in accordance with CI/ASCE 38-02.
 - 3) Expose and locate utilities up to 15 specific locations (Level A).
 - 4) Perform Level B SUE for the Level A locations (up to 2,000 linear feet)

Task 13 -Franchise Utility Coordination and Utility Clearance (Hourly)

- A. Send plans to franchise utility companies.
- B. Develop "Time of Relocation" schedule containing the estimated time for each utility company with facilities impacted by Project to relocate their facilities.
- C. Attend up to six (6) meetings with franchise utility companies to review and coordinate relocation design.
- D. Adhere to TxDOT Utility Clearance Process by supporting the City with the following tasks:
 - a. Prepare and Maintain Utility Layout
 - b. Prepare and maintain Utility Conflict Matrix

Professional Services Agreement Page 8

- c. Prepare and Maintain Utility Conflict Exhibits
- d. Review Plans
- e. Prepare proposed utility layouts
- f. Obtain clearance letters from franchise utility companies.

Task 14 - Bidding and Construction Phase Services (Hourly)

A. Bidding

1) Assist City during advertisement by answering response for information or clarifications.

B. Construction Phase Services

- 1) Review and approve shop drawings, samples and other data which contractor(s) are required to submit.
- 2) Evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s).
- 3) Attend pre-construction conference with the Contractor.
- 4) Make one visit per month to the site for observation, and interpretation of plans and specifications as requested by the City period of time specified for construction in the project manual. A total of twelve (12) site visits by the Consultant is anticipated during the construction phase.
- 5) Preparation of change orders and associated plans, specifications or other revisions if due to improper design, plan preparation, specifications, quantities, materials, or other fault of the Consultant will be prepared by The Consultant and included in the basic Design fee.
- 6) Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the project made during construction.

II. Method of Compensation

The Consultant will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task 1 – Design Survey	\$ 28,240
Task 2 – Right-of-Way and Easement Determination	\$ 13,870
Task 3 – Schematic Design	\$ 154,675
Task 4 – Preliminary and Final Design	\$ 247,430
Task 5 – Geotechnical Investigation	\$20,800
Total Lump Sum Fee	\$465,015

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

The Consultant will perform the services in Tasks 6-14 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 6 Environmental Services	\$95,000	
Task 7 Traffic Evaluation (Hourly)	\$32,400	
Task 8 TxDOT and Federal Documentation (Hourly)	\$73,620	
Task 9 Chisholm Trail Pkwy Intersection Improvements(Hourly)	\$163,270	
Task 10 – FM 1902 Intersection Improvements (Hourly)	\$73,720	
Task 11 – Meetings (Hourly)	\$68,660	
Task 12 – Subsurface Utility Engineering	\$44,820	
Task 13 – Franchise Utility Coordination (Hourly)	\$48,790	
<u>Task 14 – Bidding and Construction Phase Services</u> (Hourly)		
Maximum Labor Fee		
Total Fee	\$1,090,915	

The Consultant will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. The Consultant reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost.

Kimley-Horn and Associates, Inc. Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$125 - \$210
Professional	\$200 - \$250
Senior Professional I/Project Manager	\$250 - \$310
Senior Professional II/Senior Project Manager	\$330 - \$390
Support Staff	\$100 - \$160

SIGNATURE PAGE

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

CITY OF BURLESON:	KIMLEY-HORN AND ASSOCIATES, INC.:		
By:	By: froth Amold		
Name:	Name: Scott R. Arnold		
Title:	Title: Vice President		
Date:	Date: March 15, 2023		
APPROVED AS TO FORM:			
By: City Attorney, Assistant City Attorney,			
or Deputy City Attorney			

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

						1 0† 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	
l	Name of business entity filing form, and the city, state and country of the business entity's place of business.				Certificate Number: 2023-993151	
	Kimley-Horn and Associates, Inc.				Sata Filad	
Dallas, TX United States				Date Filed: 03/10/2023		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract	tor which the form	ı ıs	JJI 1012023	
	City of Burleson, Texas				Date Acknowledged:	
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provided to the provided the services of the serv			identify th	he contract, and pro	vide a
	FM 1902 (Lakewood Drive) Extension					
1	Name of Interested Porty	City, State, Country (place of busing		of husins		f interest
	Name of Interested Party			oi busines	Controlling	oplicable) Intermediary
Co	ook, Richard N	Dallas,	TX United States		X	
Fla	anagan, Tammy	Dallas,	TX United States		Х	
Lε	fton, Steve	Dallas,	TX United States		Х	
M	cEntee, David L	Dallas,	TX United States		Х	
5	Check only if there is NO Interested Party.					
3	UNSWORN DECLARATION					
	My name is SARAH MEZA		, and my	/ date of bi	rth is 05/14/19	981
	My address is 13455 NOEL ROAD, SUITE 700	,	DALLAS	,TX	,	_,US
	(street)		(city)	(stat	e) (zip code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct	it.				
	Executed in DALLASCount	y, State of	TEXAS	, on the <u>10</u>	OTH day of MARCH (month)	, 20 <u>23</u> . (year)
			Soul	M	y	
		Signature of authorized agent of contracting business entity				



City Council Regular Meeting

DEPARTMENT: Public Works

FROM: Errick Thompson, P.E., CFM[®], Deputy Public Works Director

MEETING: March 20, 2023

SUBJECT:

Consider approval of a demolition agreement with Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00. (Staff Contact: Errick Thompson, Deputy Public Works Director)

SUMMARY:

The City of Burleson purchased the 130 E. Renfro site in August 2005. In January 2021, the 4A Economic Development Corporation purchased the site from the City for redevelopment. In April 2022, staff received direction and issued a request for proposals to sell or long-term ground lease.

In preparation for redevelopment and potentially shortening the time for a future development to occur, staff advanced activities to have the current structures demolished. A required asbestos survey was completed in December 2022 and required air monitoring and environmental services have also been secured.

The most recent tenant, Hill College, vacated the premises in January 2023. An invitation to bids was publicly advertised in February 2023 and four complete bids were received February 23, 2023 as shown below. Bidders were also asked to provide optional pricing for taking additional measures when removing the stained-glass windows. The low bid is from Garrett Demolition, Inc. for a total of \$201,462 including the window removal option.

Vendor	Abatement	Demolition	Window Option	Total
Garrett Demolition	\$69,052	\$123,910	\$8,500	\$201,462
Lloyd Nabors Demolition	\$79,000	\$232,000	\$77,000	\$388,000
Prism Response	\$126,000	\$125,420	\$5,580	\$257,000
Tejas Destructors	\$144,500	\$178,000	\$15,000	\$337,500

OPTIONS:

- 1) Approve a demolition agreement with Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00.
- 2) Deny a demolition agreement with Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00.

RECOMMENDATION:

Approve a demolition agreement with Garrett Demolition, Inc. for asbestos abatement and demolition of 130 East Renfro Street in the amount of \$201,462.00.

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

March 20, 2023 – Burleson 4A Economic Development Corporation Board consideration of this item

April 4, 2022 – City Council City Council directed staff to release a request for proposals to sell or long-term ground lease real property located at 130 E. Renfro St

FISCAL IMPACT:

Project #: FA2304

Budgeted Y/N: Y

Fund Name: BCDC 4A Sales Tax SRF Full Account #s: 110-1014-415.80-05

Amount: \$201,462

STAFF CONTACT:

Errick Thompson
Deputy Public Works Director
ethompson@burlesontx.com
817-426-9610

130 E. RENFRO STREET ABATEMENT AND DEMOLITION



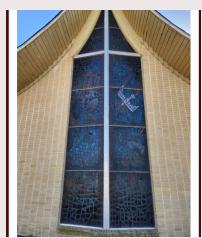
PROCUREMENT

- ABATEMENT AND DEMOLITION PROJECT PUBLICLY ADVERTISED FOR BIDS FEB 3, 2023
- OPTIONAL PRE-BID SITE VISIT HELD FOR VENDORS FEBRUARY 15, 2023
- SOLICITATION CLOSED FEB 23, 2023
- OPTIONAL PRICING REQUESTED FOR INCLUDING SPECIALTY WINDOW VENDOR FOR CAREFUL REMOVAL OF STAINED-GLASS WINDOWS







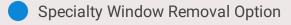




COMPETITIVE CONTRACT PROCUREMENT

BID COMPARISON





Base Demo Bid



FOUR COMPLETE (RESPONSIVE)
BIDS AND FIVE PARTIAL BIDS
RECEIVED

Lowest responsive bid including \$8,500 option specialty sub for stained-glass window removal is from Garrett Demolition - total \$201,462

PARTIAL BIDS WERE FOR ABATEMENT-ONLY



Base Bid Abatement

^{*} Certified Small Business Enterprise

^{**} Certified Historically Under-Utilized Business / Minority or Woman-Owned Business Enterprise

FUNDING

This project is funded from 4A operating funds

- \$35,850 Asbestos survey and environmental consulting for compliance with state and federal regulations
- \$8,969 Project management
- \$201,462 Asbestos abatement and demolition of the site

Total \$246,281



TIMELINE



EDC LEASED PROPERTY WHILE WORKING TOWARDS REDEVELOPMENT VISION, HILL COLLEGE VACATED JAN 2023

OPTIONS AND RECOMMENDATION

RECOMMENDED



APPROVE

Approve a minute order ratifying the 4A Economic Development Corporation Board's action taken on the demolition agreement with Garrett Demolition, Inc. in the amount of \$201,462



DENY

Deny a minute order ratifying the 4A Economic Development Corporation Board's action taken on the demolition agreement with Garrett Demolition, Inc. in the amount of \$201,462



STANDARD DEMOLITION AGREEMENT BETWEEN CITY OF BURLESON,

TEXAS AND CONTRACTOR

T	his Agreement is made by and betweer	the City of Burleson, Texas, a home-rule municipality ("City") and	
	Garrett Demolition, Inc.	whose principle office is located at 232 SW Johnson, Ste. 633, Burleson, TX 76028 (th	ıe
	"Contractor") for Demolition Services	described as 130 E. Renfro St, Burleson, Texas 76028 (the "Project"). The	ne
	City and the Contractor (hereafter colle	ctively the "Parties") agree as follows:	

I. CONTRACT AND MODIFICATIONS

- 1. <u>Contract Documents</u>. The Contract Documents are complementary, and what is called for one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:
 - Standard Demolition Agreement
 - Specifications or Technical Specifications
 - Plans
 - Special Instructions to Bidders
 - Special Provisions, if any
 - Addenda issued for the solicitation, if any
 - Standard Terms and Conditions for Construction
 - Supplier Response (Bid)
 - Performance Bond, Payment Bond, Special Bond (if any)
 - Insurance Requirements

These Contract Documents shall constitute the "Contract" and are all incorporated into this Agreement as if set forth at length herein.

2. Change Orders. Change Orders are written orders executed between the Parties, authorizing, and directing a change in the Work (i.e., an increase or decrease in the quantity of work to be performed or of materials, equipment or supplies to be furnished), or an adjustment in the contract price or contract time, or any combination thereof, as described in Tex. Loc. Gov't Code Ch. 252. A change order will require authorization by City Council if it exceeds the thresholds under Ch. 252. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as amended, the Contract Price and the Contract Time. By execution of a Change Order, the Contractor waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

Contractor shall have no responsibility for the condition of the soils at the Work Site. Any excavation or other Work required by the City not specified in this Agreement other than the usual and customary excavation and grading shall be agreed to either in a Change Order for an amount in addition to the Contract Price; or, if available, in a Change Order using Contingency Funds within the Engineer's discretion.

3. <u>Contingency Funds</u>. Contingency funds, if available, may be used for changes in plans or specifications that are necessary after the performance of the contract is begun which require a price increase, or if it is necessary to increase or decrease the quantity of work to be performed or of materials, equipment, or supplies to be furnished or

if it is necessary to account for increases in the price of materials, equipment, or supplies where those items do not increase in quantity. Contingency funds may be added to the Project as a lump sum amount which is included in the original contract price approved by the City Council. The Contractor agrees that the addition of contingency funding does not represent an amount due and owing to the Contractor, and the Contractor is not entitled to demand the use of contingency funding as a funding source to pay for any Change Orders or any other claims arising under the Contract. The use of City Council approved, appropriated, and available contingency funds in a Contingency agreement shall not be calculated as an increase or decrease of the original contract price.

II. SCOPE OF WORK

1. Work. The intent of the Plans and Specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the Plans, Specifications, and Contract for the Project. The Contractor shall do all Work as provided in the Contract and shall do such additional Extra Work as may be considered necessary to complete the Work in a satisfactory and acceptable manner. All Work shall conform to the lines, grades, cross-sections, and dimensions shown on the Plans. Any deviation from the Plans which may be required by the exigencies of construction will be determined by the Engineer, or his/her designee, and authorized by the Engineer in writing. The Contractor shall waive any part error or omission in the Plans and Specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the Plans and Specifications.

Unless otherwise stated in the plans and specifications, the Work will include, but not be limited to, the dismantling, leveling and demolition of all Improvements, including, without limitation, buildings, belowgrade foundations, parking areas, driveways, utility installations owned by the City located on or under the Site; removal and proper disposal of all debris resulting from such Work; and proper compaction and grading of the Site following the removal of all improvements and debris. The Work expressly includes identification and remediation, removal and proper disposal of asbestos and polychlorinated bi-phenyls comprising a portion of the improvements (as opposed to any such substances improperly released into the environment). Work will not include landscaping or finish grading unless called for in the plans or specifications.

In the event the Contractor discovers an apparent error or discrepancy, he/she shall immediately call this to the attention of the Engineer in writing.

- 2. Working Hours/Days. Work shall be done only during the regular and commonly accepted and described working hours between 7:00 a.m. and 6:00 p.m. No work shall be done nights, Saturdays, Sundays, or during any City holidays unless permission is given by the Engineer and upon payment of the City Inspector's overtime costs. Normal working hours for City construction inspections is between 8 a.m. and 5 p.m. Monday through Friday except for City recognized holidays. The term "Day" in this Contract shall mean Calendar Day unless otherwise specified, which shall be a solar day of 24 hours, including all holidays, regardless of weather conditions, material availability, and other conditions not under control of the Contractor.
- 3. Extra Work. Extra Work is all work that may be required by the Engineer or City to be done by the Contractor to accomplish any changes, alterations, or addition of the work shown on the Plans, or reasonably implied by the Specifications and not covered by the Contractor's Proposal but which is necessary to the proper completion of the Project. The Contractor agrees that the City may make such changes and alterations as the City may see fit, in the line, grade, form, dimensions, Plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract and the accompanying Bonds.
 - a. Approval Required: The Contractor shall not do Extra Work, but only when and as ordered in writing

by the Engineer, subject, however, to the right of the Contractor to require a written confirmation of such Extra Work order by the City. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore and the Engineer insists upon its performance, the Contractor shall proceed with the work after making written request for written Change Order and shall keep an accurate account of the "actual field cost" thereof. The Contractor will hereby preserve the right to submit the matter of payment to arbitration, as provided herein.

- b. <u>Compensation for Extra Work</u>. The Parties agree that the compensation to be paid the Contractor for performing Extra Work shall be determined prior to commencing any Extra Work by one or more of the following methods:
 - i. By agreed unit prices or;
 - ii. By agreed lump sum; or
 - iii. If neither (i) or (ii) can be agreed upon before the Extra Work commences, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen (15) percent. The actual field cost includes the cost of all workmen, such as foremen, timekeepers, mechanics, laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on Extra Work, plus actual transportation charges necessarily incurred together with all necessary incidental expenses incurred directly on account of such Extra Work, including social security, old age benefit and other payroll taxes, public liability and property damage and workmen's compensation, and all other insurance as may be required by any law or ordinance, or directed by the Engineer of City, or agreed to by him/her. The Engineer may direct the form in which accounts of the "actual field cost" shall be kept and the record of these accounts shall be made available to the Engineer. The Engineer may also specify in writing before the Work commences, the method of doing the Work. The type and kind of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of equipment which shall be incorporated into the written order for Extra Work. Except where the Contractor's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."
- c. <u>Existing Structures and Utilities</u>: The location of gas mains, water mains, conduits, sewer, and other utilities or improvements is unknown, and the City assumes no responsibility for failure to show them in their exact locations. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever.
- 4. <u>Changes in Work</u>. The City reserves the right to alter the quantities of Work, or to extend or shorten the Work, as necessary, and the Contractor shall perform the Work as altered. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and bonds.
- 5. <u>Demolition Permit and Notice</u>. In addition to other Contract requirements, the Contractor shall obtain a demolition permit prior to commencing the demolition of any structure in the City. Prior to issuance of the Notice to Proceed with Demolition, Contractor shall ensure that all meters, service loops, lines, cables and instruments shall be disconnected, abandoned and/or removed prior to commencement of any demolition and/or site clearance. If Contractor finds that any such items have not been disconnected, abandoned and/or removed, Contractor shall not proceed with the demolition and/or site clearance until such items have been disconnected, abandoned and/or removed. It is the duty of the owner and/or Contractor to contact all utility companies and ensure that all utilities have been disconnected.

Contractor shall submit a State demolition notification followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether there is asbestos present or not. All demolition and abatement activities must be done with wet methods.

When required by EPA Regulations, the Contractor shall provide the EPA with written notice of intention to remove asbestos and this notice shall include all EPA required information. This written notice shall be sent by certified mail, return receipt requested. The City shall be given a copy of this written notice and a copy of the EPA returned receipt prior to the start of asbestos removal. Contractor shall also provide all notices, plans, and other documents as required under the asbestos regulations and shall provide the City with a copy of all such notices. Contractor shall provide the City with copies of all truck asbestos hauling permits, dumping receipts, monitoring test results, and any and all documentation as may be required by the asbestos regulations and pay any required fees.

- 6. <u>Costs of Materials</u>. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, lights, power, fuel, transportation, and other facilities necessary for the execution and completion of the Work.
- 7. <u>Inspections of Work and Materials</u>. The parties agree that the Engineer may inspect all Work and materials included herein. The Engineer may stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Parties further agree that the Engineer is hereby authorized to appoint subordinate engineers, supervisors, or inspectors as the Engineer may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the Plans and Specifications. The Contractor shall regard and obey the direction and instruction of any subordinate engineers, supervisors, or inspectors so appointed, when such directions and instructions are consistent with the obligations of the Contract and the accompanying Plans and Specifications, as determined by the Engineer.
- 8. Warranty of Work. The Warranty Period is two (2) years, commencing on the date of Final Completion and Acceptance of the Work by the City. The warranty provided in this section is a guarantee by the Contractor that is made in addition to the Maintenance Bond, and the warranty shall not limit the City's rights or remedies under the Maintenance Bond. The Contractor warrants and guarantees to the City during the Warranty Period that all labor furnished, and Work performed under the Contract has yielded only first-class results, that materials and equipment furnished are of good quality and new, and that the Work is of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective, and the Contractor shall promptly repair or replace such defective Work upon demand by the City without any further objection by the Contractor. All manufacture's guarantees or warranties shall be assigned to the City of Burleson upon installation and Final Completion and Acceptance of the Work by the City. This obligation shall survive acceptance of the work under the Contract and termination of the Contract.
- 9. <u>Survey</u>. If the Project is near the City's property boundary, the City will identify property lines to the Contractor. If any party has any doubt about the location of the property lines, the City shall provide Contractor with a survey done through a licensed surveyor. Upon request of the Contractor, the City will provide Contractor copies of any covenants, conditions, or restrictions that affect the Work on the Project.
- 10. <u>Salvage and Ownership</u>. Contractor shall have salvage rights to all components of the improvements to the Site, subject to the Contract provisions and except only any asbestos containing materials, equipment containing polychlorinated bi-phenyls or any other Hazardous Materials, which must be disposed of as provided for herein. No right, title, property or interest in and to the land on which the improvements stand is

created, assigned, conveyed, granted, or transferred to Contractor, or any other persons, except only the license to enter onto the Property to demolish and remove the improvements in strict accordance with the Contract. If the City terminates this Agreement, title to the Improvements remaining on the Site as of the date of termination revert to and vest in the City without release or prejudice to claims between the parties.

11. <u>Safety</u>. Contractor agrees that the Contractor will take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting, and maintaining all reasonable, necessary, or required safety devices for its employees and flagmen, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work as detailed in the plans and specifications and Standard Terms and Conditions for Construction. In any event, Contractor shall promptly and properly replace any safety devices provided by others or Contractor and which are disturbed by Contractor's Work.

Explosives or hazardous materials are prohibited unless specifically called for in the Plans and Specifications. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements.

12. Environmental Regulations. Contractor shall abide by all applicable environmental laws in performance of the demolition services and related to hazardous materials. Contractor shall take no action or inaction that exposes the City to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses either a monetary or non-monetary fine or penalty for Contactor's noncompliance, the Contractor shall reimburse the City for all associated costs. Contractor shall remove all hazardous material and waste upon completion of the contract. Abandoned waste shall be managed as "unknown waste", and the Contractor shall bear the cost of any analytical, disposal, or other costs incurred. The City of Burleson landfill does not accept asbestos containing materials and the Contractor is responsible for disposing of the material at an approved disposal facility.

The City endeavors to perform a Phase I Environmental Study prior to Work commencement. The City will make best efforts to notify the Contractor that it anticipates that the improvements to be demolished contain various asbestos containing materials, lead paint and/or other Hazardous Materials, including but not limited to, transformers and/or other electrical equipment containing polychlorinated biphenyls which are located at the Site. If the Contractor encounters Hazardous Materials or if Contractor or anyone for whom the Contractor is responsible creates a Hazardous environmental condition, Contractor shall immediately secure or otherwise isolate such conditions, stop all Work in connection with such condition and in any area affected thereby (except in an emergency) and notify the City immediately (and promptly thereafter confirm in writing). Contractor shall be responsible for Hazardous environmental conditions created with any materials brought to the Project by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible. Receiving of a report from the City, whether oral or written, regarding the presence or absence of asbestos or other Hazardous Materials, receiving no report, or receiving an incomplete report, does not alleviate Contractor of this duty. Contractor shall warrant to the City that it has experience in handling Hazardous Materials, has inspected the Site for the presence of Hazardous Materials and has included the cost of remediation and disposal of such Hazardous Materials in the Contract Price.

Contractor shall abide by all EPA regulations to prevent emissions of particulate asbestos material to the outside air. Prior to the start of work, Contractor shall provide the City with a copy of Contractor's asbestos removal procedure. Contractor shall provide all personal protective equipment, as required by OSHA Standards 29 C.F.R. §§ 1910.1001, for its employees. Contractor shall provide all personal protective equipment to City's personnel who may be required to inspect the work. Contractor shall immediately report a release to all appropriate agencies and to the City in the event a release occurs during the performance of the Work that requires immediate reporting to one or more federal, state or local agencies pursuant to applicable

law including but not limited to the Emergency Planning and Community Right-To-Know Act of 1986, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.), the Clean Water Act and the Oil Pollution Act of 1990. The term, "immediate reporting" shall mean those instances where reporting is required within 15 minutes of the incident such that it is not practical to contact the City prior to making such report. Otherwise, Contractor shall promptly advise the City in writing of any condition which it reasonably believes requires reporting. Contractor shall, subject to City review, make such reports and shall provide the City with copies of any such reports.

"Applicable Environmental Laws" means any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law of any Governmental Entity now in effect and in each case as amended from time to time, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, relating to the environment, human health or hazardous materials, including, without limitation, CERCLA; The Hazardous Materials Transportation Act of 1994, as amended, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1201, et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300(f), et seq., the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §136, et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, et seq., orders, rules and regulations issued by the Texas Commission on Environmental Quality, and the ordinances, rules, and permits of the City of Burleson, Texas, and any other similar federal, state or local laws, or any federal, state, or local laws relating to the environment or to hazardous or waste materials.

"Hazardous Materials" means: (A) any substance, material, or waste that is included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances", "toxic materials", "toxic waste", or words of similar import in any Environmental Law; (B) the substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the EPA (40 C.F.R. 302 and amendments thereto); and (C) any substance, material, or waste that is petroleum, petroleum related, or a petroleum by-product, asbestos or asbestos containing material, lead or lead containing materials, polychlorinated biphenyls, flammable, explosive, or radioactive materials, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

III. COMPENSATION

- 1. <u>Contract Price</u>. The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the lump sum of \$201,462.00 . The sum set forth in this paragraph shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.
- 2. <u>Retainage</u>. The City may withhold Retainage in the amount of five percent (5%) of the Contract price, and the rate of Retainage may not exceed five percent (5%) for any item in a bid schedule or schedule of values for the Project, including materials and equipment delivered on site to be installed. On Final Completion and acceptance, retainage will be released to Contractor so long as there is not a bona fide dispute under this Agreement.
- 3. Schedule of Values. Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the City and to the Engineer a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any elements. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a

- basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Engineer and the City.
- 4. Progress/Partial Payment. On or before the 15th of each month the Engineer shall submit a statement showing as completely as practicable the total value to the Work done by the Contractor up to and including the last day of the preceding month. With approval from the Engineer, said statement may also include the value of all sound materials delivered on the site of the Work that are to be fabricated into the Work, providing the Contractor can produce a paid receipt for the materials. Upon receipt of an accepted and approved payment application, the City shall then pay the Contractor within thirty-one (31) days of the last day of the preceding month the total amount of the Engineer's statement, less Retainage withheld by the City until Final Payment, and further less all previous payments and all further sums that may be retained by the City under the terms of this Agreement.
- 5. <u>Substantial Completion</u>. If the Contractor meets that stage in the progression of the Work when the Work is sufficiently complete in accordance with the Contract, and as determined by the City in the City's sole discretion, such that only final punch-list items or minor work remains and the Contractor can achieve Final Completion within the time approved in the Certificate of Substantial Completion, then the Contractor will be deemed to be substantially complete.
 - a. Certificate. When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a final punch-list of items to be completed or corrected. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion, which shall (1) establish the date of Substantial Completion; (2) state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance; and (3) fix the time within which the Contractor shall complete the items listed therein, which shall not exceed thirty (30) days. If the Contract Time is less than thirty (30) days, the deadline for the final punch-list items shall be within the number of days remaining on the Contract unless there is an approved Change Order. At the time of Substantial Completion, if the Contract has greater than thirty (30) days remaining, the final punch list items must still be completed within the thirty (30) day period. The Certificate of Substantial Completion shall be submitted to the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.
 - b. <u>Payment</u>. Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City may pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any Retainage withheld for the reasonable cost, as determined by the Engineer, for completing all incomplete Work, including punch-list items, and correcting and bringing into conformance all defective and nonconforming Work, and resolving all unsettled bona fide disputes and other claims.
 - c. <u>Delay</u>. It is understood, however, that in case the Contractor achieves Substantial Completion and some unexpected and unusual delay occurs due to a force majeure event or no fault or neglect on the part of the Contractor as determined by the City, the City may, upon written recommendations of the Engineer, release a reasonable and equitable portion of the Retainage to the Contractor; or the Contractor at the City's option, may be relieved of the obligation for fully completing the Work, and thereupon, the Contractor shall receive payment of the balance due him or her under the Contract subject only to the conditions stated under "Final Payment."
- 6. <u>Final Completion</u>. The Contract will be considered fulfilled, save as provided in any maintenance stipulations, bond, or by law, when all the Work has been 100% completed, the final inspection made by the Engineer,

and final acceptance and final payment made by the City.

- a. <u>Notice of Completion</u>. Within five (5) business days after the Contractor has given the Engineer written notice that the Work has been 100% finally completed.
- b. <u>Final Inspection</u>: The Engineer will make final inspection of all work included in the Contract as practicable after the work is completed and ready for acceptance. If the work performed by the Contractor is not acceptable to the Engineer at the time of such inspection the Engineer will inform the Contractor as to the particular defect(s) before final acceptance will be made.
- c. Notice of Acceptance. The Engineer or his/her designee shall inspect the Work and within said time, if the Work is found to be 100% complete in accordance with the Contract Documents, the City shall issue to the Contractor a Notice of Acceptance within ten calendar (10) days. Upon issuance of the Notice of Acceptance, the Engineer shall proceed to make final measurements and prepare a final statement of the value of all Work performed and materials furnished under the terms of the Agreement and shall certify same to City. If the Engineer is unable to issue its final Notice of Acceptance and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor's final payment.
- d. <u>Close-out Documents</u>. The Contractor shall provide the City with a notarized affidavit that all payrolls, invoices for materials and equipment, all bills and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied ("Notarized Affidavit"). The Contractor shall further provide releases and unconditional waivers of lien from all subcontractors of the Contractor and any and all other parties required by the Engineer or the City ("Unconditional Lien Waivers"). If any third party fails or refuses to provide Unconditional Lien Waivers as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien and release and defend and indemnify the City from any and all liability in accordance with this Contract.
- e. <u>Final Payment</u>. The City shall pay the Contractor within thirty (30) days after the date of the Notice of Acceptance and receipt of the Notarized Affidavit and Unconditional Lien Waivers. Acceptance of Final Payment shall constitute a waiver of any and all claims against the City by the Contractor, including any claims for delays, except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.
- f. <u>Effect of Obligations</u>. Neither the Notice of Acceptance nor the final payment, nor any provisions in the Contract Documents, shall relieve the Contractor of the obligation for the fulfillment of any warranty, bond, or other obligation, which may be required by the Contract Documents, or which may survive the termination and completion of the Contract. If no bona fide dispute or other default, breach, or claim exists under this Contract or applicable law, the City shall release any Retainage withheld upon application for Final Payment.
- 7. Payments Withheld: The City may, on account of subsequently discovered evidence, bona fide dispute, or Contractor's unexcused delay or abandonment, withhold or nullify the whole or part of any certificate, amounts due, or request for payment to such extent as may be necessary to protect itself from loss on account of any or each of the following:
 - a. Defective, rejected, unauthorized, or abandoned work not remedied by Contractor;
 - b. Claims filed or reasonable evidence indicating probable filing of claims;

- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- d. Damage to another contractor, the City or other third party to whom the City may/may not be liable;
- e. Contractor bankruptcy, insolvency, notification of any tax liens;
- f. Persistent Delays or Liquidated Damages owed to the City;
- g. Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price; or
- h. Evidence that the Work will not be completed in the Contract Time required for final completion.
- 8. Subcontractors to be Paid. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled within ten (10) days of City's payment. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

IV. PROSECUTION, PROGRESS, DELAY, AND TERMINATION

- 1. Prosecution of the Work: Time is of the essence in this Contract. The Contractor shall complete the Work to be performed under this Contract within the Contract Time and in accordance with the Plans and Specifications and shall conduct the work in such a manner and with sufficient equipment, materials, and labor as is necessary to ensure its completion. The sequence of all construction operations may otherwise be directed by or approved by the Engineer in writing. Such written direction or approval by the Engineer shall not relieve the Contractor from the full responsibility of the complete performance of the Contract. Should the prosecution of the work be discontinued by the Contractor, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operation.
- 2. Order of Completion. Unless otherwise specifically provided in the Contract Documents, the Contractor shall be allowed to prosecute the Work at such time and seasons, in such order of precedence, and in such a manner as shall be most conducive to economy of construction; provided that, the order and the time of prosecution shall be such that the Work shall be completed as a whole and in part, in accordance with this Contract, the Plans and Specifications. However, when the City is having other work done, either by Contractor or by the City's own force, the Engineer may direct the order and timing of the Contract, so that conflict will be avoided, and the construction of the various works being done for the City shall be harmonized.
- 3. <u>Contract Time</u>. The Contractor shall complete the Work as a whole and in part, in accordance with the time of completion designated in the Bid and/or Special Instructions to Bidders. The Contractor shall submit a weekly schedule, which shall show the order in which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. The Engineer may also request the Contractor to submit additional schedules at such times as the Engineer may determine to be necessary to ensure timely completion of the Work. Failure by the Contractor to strictly comply with these provisions shall constitute a material breach of this Contract.
- 4. <u>Extension of Time</u>: Should the Contractor be delayed in the completion of the Work by any act or neglect of the City or Engineer, or any employee of either, or by other Contractors employed by the City, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, as determined in the City's sole discretion, or by any cause which the Engineer may decide justifies delay, then an extension of the time may be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the

Engineer; provided, however that the Contractor shall give the Engineer notice in writing of the cause of such delay within seven (7) days of the beginning of the delay, along with any efforts used to minimize the impact on this Project.

- 5. <u>Hindrances and Delays</u>. Once the work order is transmitted to the Contractor, the Contractor shall devote both manpower and equipment to the project on a continuous basis each and every workday in sufficient quantity to bring the project to Final Completion without delay. The Engineer shall be the sole judge of whether the Contractor has devoted both manpower and equipment to the project on a continuous basis to bring the project to completion.
 - a. No Contractor Damages. No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of the City) during the progress of any portion of the Work. In case said Work shall be stopped by an act of the City, then such expense as in the judgment of the Engineer, caused by such stoppage of said Work shall be paid for by the City to the Contractor, pursuant to a valid written Change Order.
 - b. No Future Bids. Failure to comply with the contractual provisions of a City of Burleson Construction Contract or failure to diligently pursue a project to completion shall be a basis for the City Council rejecting a future bid from the Contractor.
- 6. TIME AND LIOUIDATED DAMAGES. THE TIME OF COMPLETION OF THE CONTRACT IS OF THE ESSENCE. THE AMOUNT OF TIME SPECIFIED IN THE CONTRACT TO COMPLETE THE WORK TO FINAL COMPLETION WILL BE STRICTLY ENFORCED. LIQUIDATED DAMAGES WILL BE ASSESSED AGAINST THE CONTRACTOR FOR FAILURE TO COMPLETE THE PROJECT TO TOTAL (100%) FINAL COMPLETION WITHIN THE CONTRACT TIME. THE CONTRACTOR AND SURETY AGREE THAT THE LIQUIDATED DAMAGES PROVISIONS IN THIS CONTRACT ARE REASONABLE, FACIALLY VALID, NOT A PENALTY, AND DO NOT OTHERWISE OPERATE AS A PENALTY. THE CONTRACTOR AGREES THAT FOR PURPOSES OF TEXAS GOV'T CODE CH. 2252, A BONA FIDE DISPUTE EXISTS IF LIQUIDATED DAMAGES ARE ASSESSED UNDER THIS CONTRACT AND THE CITY MAY WITHHOLD RETAINAGE TO SATISFY LIQUIDATED DAMAGES OWED TO THE CITY HEREUNDER.

FOR EACH AND EVERY CALENDAR DAY THAT ANY WORK SHALL REMAIN INCOMPLETE AFTER THE EXPIRATION OF THE CONTRACT TIME AS SPECIFIED IN THE PROPOSAL AND CONTRACT, PLUS ANY AUTHORIZED EXTENSION OF TIME GRANTED IN WRITING BY THE CITY, OR AS INCREASED BY EXTRA WORK AUTHORIZED BY CHANGE ORDER AFTER THE CONTRACT IS SIGNED, THE SUM PER CALENDAR DAY OF \$125.00 (AN AMOUNT NOT TO EXCEED \$1000.00 PER DAY), WILL BE DEDUCTED FROM THE MONEYS DUE THE CONTRACTOR OR MAY BE CHARGED AGAINST THE CONTRACTOR, NOT AS A PENALTY, BUT AS LIQUIDATED DAMAGES.

THE SUM OF MONEY THUS DEDUCTED OR CHARGED FOR SUCH DELAY, FAILURE, OR NONCOMPLETION IS NOT TO BE CONSIDERED AS A PENALTY, BUT SHALL BE DEEMED, TAKEN AND TREATED AS REASONABLE LIQUIDATED DAMAGES, REPRESENTING A REASONABLE ESTIMATE OF DAMAGES, OR A REASONABLE FORECAST OF JUST COMPENSATION, BECAUSE THE HARM CAUSED BY THE BREACH IS INCAPABLE OR EXTREMELY DIFFICULT OF ESTIMATION DUE TO THE PUBLIC NATURE OF THE WORK AND THE LIKELY LOSS TO BE SUSTAINED BY THE CITY AND THE GENERAL PUBLIC, ESTIMATED AT OR BEFORE THE TIME OF EXECUTING THIS AGREEMENT. FURTHER, THE PARTIES ACKNOWLEDGE THE CITY'S PARAMOUNT PURPOSE AND DUTY IS TO PROTECT THE PUBLIC FISC AND THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE PUBLIC,

AND THE PARTIES AGREE THAT ANY ALLEGED DISPARITY BETWEEN ACTUAL AND LIQUIDATED DAMAGES SHALL BE CONSTRUED AS BRIDGEABLE AND ACCEPTABLE AS A MATTER OF PUBLIC POLICY AND SHALL BE CALCULATED AND CONSTRUED IN FAVOR OF THE CITY.

- 7. <u>Abandonment by Contractor</u>: In case the Contractor should abandon and fail or refuse to prosecute, progress, or resume the Work within seven (7) calendar days after written notification from the City or the Engineer, then, where a performance bond exists, the Surety on the bond may be notified in writing and directed to complete the Work, and a copy of said notice shall be delivered to the Contractor. After receiving said notice of abandonment, the Contractor shall not remove from the Work or Project any materials, equipment, tools, or supplies then on the site, but the same, together with any materials and equipment and under Contract for the Work may be held for use on the Work by the City or the Surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit, it being understood that the use of such equipment and materials will mitigate the cost to complete the Work.
- 8. <u>Suspensions</u>. If it should become necessary to stop the Work for an indefinite period, the Contractor shall protect the Work and store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way and the Engineer shall take every precaution to prevent damage or deterioration.
 - a. <u>Weather</u>. The Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather conditions as are considered unfavorable for the suitable prosecution of the Work.
 - b. <u>Court Order</u>. The Contractor shall suspend such part or parts of the Work ordered to be suspended by a court of competent jurisdiction and will not be entitled to additional compensation by virtue of such court order. Neither will Contractor be liable to the City in the event the Work is suspended by court order, unless the court order is caused in whole or in part by the Contractor's negligent or willful acts or omissions.
- 9. Termination for Convenience. The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give a written, five (5) day notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work and terminate outstanding orders and subcontracts when such termination becomes effective, settling all third-party liabilities and claims arising out of the termination of subcontracts and orders. The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information, manufacturer's guarantees, and contract rights as the City may determine. The Contractor shall submit a claim to the City for amounts due herein within ninety (90) days from the effective date of termination, or the Contractor waives any claim for damages in accordance with TCPRC Ch. 16 and TGC Ch. 271.
- 10. Termination for Cause. If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel, proper equipment, or materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or disregards any laws, ordinances, rules, regulations or orders of any public authority or governmental entity having jurisdiction, or otherwise violates a material provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any other right or remedy, immediately terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the Contract is terminated for cause, the Contractor shall pay the cost of finishing the work, including

compensation for the Architect's or Engineer's additional services and expenses made necessary thereby. This obligation for payment shall survive the termination of the Contract. In the event any court of competent jurisdiction finds the termination to be without cause, then termination will default to Termination for Convenience.

V. DEFECTS AND REMEDIES

- 1. <u>Defective or Rejected Materials/Goods.</u> If the Work or any part thereof, or any materials brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Engineer, as unsuitable or not in conformity with the Specifications, the Contractor shall, after receipt of written notice from the Engineer, immediately remove such materials and rebuild or otherwise remedy such Work within three (3) business days so that it shall be in full accordance with this Contract. No failure or omission of the Engineer to reject defective work or materials shall release the Contractor from the obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or materials, except in event the material has been once accepted by the Engineer, such acceptance shall be binding on the City, unless it can be clearly shown that such materials furnished do not meet the Specifications for this Work.
- 2. <u>Defective or Rejected Work</u>. Any questioned Work may be ordered taken up or removed for reexamination by the Engineer, prior to final acceptance, and if found not in accordance with the Specifications for said Work, all expense of removing, reexamination and replacement shall be borne by the Contractor; otherwise the expenses incurred shall be allowed as Extra Work, and shall be paid for by the City, provided that, where inspection or approval is specifically required by the Specifications prior to performance of certain Work, should the Contractor proceed with such Work without requesting prior inspection and approval, the Contractor shall bear all expense of taking up, removing and replacing his/her Work if so directed by the Engineer. All work which has been rejected shall be repaired at Contractor's expense, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense.
- 3. <u>Defective Plans or Specifications</u>. Contractor must, within a reasonable time of learning of a defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications, or other design documents, disclose in writing to the City the existence of any known defect in the plans, specifications, or other design documents that is discovered by the Contractor, or that reasonably should have been discovered by the Contractor using ordinary diligence, before or during construction.
- 4. <u>Unauthorized Work</u>. Defective work, work done without line and grade having been given, work done out of the lines or not in conformity with the grades shown on the Plans 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 expense. All expense of removing, reexamination and replacement of Unauthorized Work shall be borne by the Contractor
- 5. Contractor's Failure to Remedy. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, defective, rejected, or unauthorized work or materials immediately after receiving notice from the Engineer or the City, the Engineer or the City will, after giving reasonable notice to the Contractor, have the authority to cause the defective, rejected, or unauthorized work or materials to be remedied or removed and replaced by the Surety, the City, or by any third-party contractor, all at the City's sole discretion without any duty to mitigate costs, and to charge the costs against the Contractor, or deduct the cost from any moneys due or to become due the Contractor, without the need for a written Change Order deducting the same. Any act, failure, refusal, omission, event, occurrence or condition constituting a material breach of this Contract shall not imply that any other, non- specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

In <u>case</u> of a failure on the part of the Contractor to restore such property or make good such damage or injury when a nuisance or hazardous condition results, the Engineer may without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary by Engineer, and the cost thereof will be deducted from any moneys due or to become due the Contractor under the Contract.

- 6. <u>Public Convenience and Safety Remedy</u>. The City reserves the right to remedy any neglect on the part of the Contractor in the interest of public convenience and safety which may come to its attention, after twenty-four (24) hours' notice in writing to the Contractor, save in cases of emergency, when it shall have the right to remedy any neglect without notice; in either case, the cost of such work done by the City shall be deducted from moneys due the Contractor. Any action by City under this provision shall not abrogate Contractor's duties. City undertakes no obligation to inspect the work site for neglect of the public convenience.
- 7. <u>Failure to Comply with Laws</u>. The City may automatically terminate this Contract without liability to the City if the Contractor performs any Work knowing it to be contrary to any laws, ordinances, rules, and regulations.
- 8. Failure to Provide Adequate Warnings. The Contractor shall provide, maintain, and be responsible for all necessary barricades, warning lights, or signs for the Project as provided in the Standard Terms and Conditions for Construction and Texas Manual on Uniform Traffic Control Devices and by instruction of the Engineer. If the Contractor fails to furnish precautionary measures as required, until final completion and acceptance of Work or until directed by the Engineer, the Contractor shall be held responsible for all damage to the Work or injury to users of the roadway due to the failure of barricades, signs, lights, and watchmen or other required provisions to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. Contractor will be required to pay any judgment, with costs, including reasonable attorney's fees, which may be obtained against the City growing out of such injury or damage. Contractor is responsible for providing photographic evidence of the warning systems in place to the Engineer within 24 hours of installation.
- 9. Failure to Protect and Restore Property: Where the Work passes over or through private property, the City will provide such rights-of-way or temporary access easements as necessary. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual not less than forty-eight hours in advance of any work which might damage or interfere with the operation of their or his/her property along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to any person or property of any character, except such as may be due to the provisions of the Contract Documents or caused by agents or employees of the City, by reason of any negligent act or omission on the part of the Contractor, or defective work or materials, or due to Contractor's failure to reasonably or properly prosecute the work and said responsibility shall not be released until the work shall have been completed and accepted. When and where any such damage or injury is done to public or private property on the part of the Contractor, the Contractor shall restore or have restored at the Contractor's own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in a manner acceptable to the owner or the Engineer.

INDEMNIFICATION. THE CONTRACTOR (THE "INDEMNIFYING PARTY"), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY'S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE "CITY INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE CONTRACTOR

THIS CONTRACT (COLLECTIVELY, **PURSUANT TO** "INDEMNIFIED REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY CONTRACTOR OR THE CITY. THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. CONTRACTOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. CONTRACTOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT CITY IS ENTERING THIS CONTRACT PURSUANT TO ITS GOVERNMENTAL FUNCTION AND THAT NOTHING CONTAINED IN THIS CONTRACT SHALL BE CONSTRUED AS CONSTITUTING A WAIVER OF THE CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY, WHICH IS EXPRESSLY RESERVED TO THE EXTENT ALLOWED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT TO THE EXTENT THIS CONTRACT IS SUBJECT TO THE PROVISIONS OF SUBCHAPTER I OF CHAPTER 271, TEXAS LOCAL GOV'T CODE, AS AMENDED, THE CITY'S IMMUNITY FROM SUIT IS WAIVED ONLY AS SET FORTH IN SUBCHAPTER I OF CHAPTER 271, TEXAS LOCAL GOV'T CODE. FURTHER, THE PARTIES AGREE THAT THIS CONTRACT IS MADE SUBJECT TO ALL APPLICABLE PROVISIONS OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE ("CPRC"), INCLUDING BUT NOT LIMITED TO ALL DEFENSES, LIMITATIONS, AND EXCEPTIONS TO THE LIMITED WAIVER OF IMMUNITY FROM LIABILITY PROVIDED IN CHAPTER 101 AND CHAPTER 75.

TO THE EXTENT THE CONTRACT IS FOR ENGINEERING OR ARCHITECTURAL SERVICES, IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS SECTION ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY THE TEXAS LOCAL GOVERNMENT CODE, SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT.

VI. MISCELLANEOUS

- 1. Arbitration. All questions of dispute under this Agreement that cannot be resolved between the Engineer and Contractor shall be submitted to the City Council at the request of either party and the decision of the City Council shall be final and unappealable.
- 2. Notices. Written Notice shall be deemed to have been duly served if delivered in person to an individual, officer, legal representative, or member of the party for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the person giving the notice.

- 3. Waiver. No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder. The waiver or failure of either party to exercise, in any respect, any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract.
- 4. Funding. This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.
- 5. Insurance. Contractor shall carry and maintain insurance. An example of required coverage is attached hereto and made a part of this Agreement and shall provide continuing insurance under the same terms and conditions of this Agreement for three (1) years after Final Completion of the Project.
- 6. Severability. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are held for any reasons 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.
- 7. Venue. This Contract is to be construed, governed, and enforced under the laws of the State of Texas. The obligations of all parties under a contract awarded through this solicitation are performed in Johnson County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Johnson County, Texas.

IN WITNESS WHEREOF, the parties have executed t	his Agreement this theday of	, 20
CITY OF BURLESON	Garrett Demolition, Inc	
	CONTRACTOR	
By:	By: Sally A. Dr	(sign)
CHRIS FLETCHER, MAYOR	Bradley J Garrett	(print)
ATTEST:	ATTEST:	
	Jel beak	(sign)
AMANDA CAMPOS, CITY SECRETARY	April Collmar	(print)
APPROVED AS TO FORM:		

ALLEN TAYLOR, CITY ATTORNEY

STANDARD CONTRACT AND ACKNOWLEDGMENT

	CO	RPORATE AC	KNOWLEDGME	NT
THE STATE OF Texas				
COUNTY OF Johnso				
BEFORE ME, the undersigne	d authority, a Notary Pub	lic in and for said (County and State, on	this day personally appeared:
Bradley J Garrett		Presider		
(Print Name)		(Print Title)		
of the corporation known as_ subscribed to the foregoing in authorized to perform the sam the act of such corporation for GIVEN UNDER MY HAND AN	strument and acknowledge by appropriate resolution	ged to me that the	same was the act of s directors of such corn	n to me to be the person and officer whose name is said corporation, that he or she was duly poration and that she or he executed the same as apacity therein stated. , A.D., 2023.
				Meld Ba
		, wille		Notary Public In and For
My Commission expires:	. 9. 2025	Co	MELINDA C BEE ary Public, State of mm. Expires 06-09- Notary ID 13314702	Texas 2025
	PAR		CKNOWLEDGMI	
THE STATE OF	§			
COUNTY OF				
(Print Name)		(Print Title)		a partnership, known to me to be the person an
partner whose name is subso she or he was duly authorize capacity therein stated. GIVE	d as a partner of such pa	rtnership to perform	n same for the purpo:	he same was the act of the said partnership, and that se and consideration therein expressed, and in the of_, A.D., 2
				Notary Public In and For
				County,
My Commission expires:				County,
	SIN	NGLE ACKNO	WLEDGMENT	
THE STATE OF	§ COUNTY			
OF	§			
BEFORE ME, the undersigned	ed authority, a Notary Put	olic in and for said	County and State, on	this day personally appeared
me that he/she executed the	known to me to be	the person whose	name is subscribed to	o the foregoing instrument, and acknowledged to
GIVEN UNDER MY HAND A	ND SEAL OF OFFICE th	is the	day of	, A.D., 2
				Notary Public In and For
				County
My Commission expires:				County,

(SAMPLE FORM) CERTIFICATE OF INSURANCE

	Date						
	Project No Type of						
Owner	Type of						
Owner	Proiect						
Address	<i>y</i>						
HIS IS TO CERTIFYTHAT							
IIS IS TO CERTIF I THAT		(Name and addre	ess of insured)				
is, at the date of this certificate, insured by this							
described, for the types of insurance and in ac							
this Company, and further hereinafter describe	ed. Exceptions to stand	dard policy noted	on reverse side hereof.				
TYP	E OF INSURANCE						
Policy No.	Effective	Expires	Limits of Liability				
Workers Compensation			1 Person \$				
Public Liability			1 Accident \$				
Contingent			1 Person \$				
Liability			1 Accident \$				
Property Damage							
Builder's Risk							
Automobile							
Other							
The forgoing policies (do) (do not) cover all s	sub-contractors.						
Locations Covered:							
Descriptions of Operations Covered:							
The above policies either in the body there changed or cancelled by the insurer in less that such change or cancellation.							
Where applicable local laws or regulatio cancellation to the assured, the above policies or by appropriate endorsement thereto attache	s contain such special						
		(Name of Insure	r)				
	Ву						

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

						1 0† 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 coun of business.	ntry of the business ent	ity's place	Certificate Number: 2023-993045				
	Garrett Demolition, Inc Burleson, TX United States		Date Filed	l:				
2	Name of governmental entity or state agency that is a party to the	ne contract for which th	ne form is	03/09/202	23			
	being filed. City of Burleson		Date Ackr	nowledged:				
3	Provide the identification number used by the governmental ent description of the services, goods, or other property to be provi			the contra	ct, and provi	de a		
	130 E. Renfro St, Burleson Abatement & Demolition services located at 130 E. Renfro S	t, Burleson, Texas 760	028					
4						of interest		
	Name of Interested Party	City, State, Country	(place of busine		(check appointrolling	Intermediary		
Gá	arrett, Brad	Burleson, TX Unite	ed States	Х				
Co	ollmar, April	Burleson, TX Unite	ed States			Χ		
5	Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION							
	My name is Melinda Bee		and my date of b	oirth is 11	/15/1972			
	My address is PO Box 633 (street)	Burleson (city)	, <u>T</u> ∑	,	097 (zip code)	USA (country)		
	I declare under penalty of perjury that the foregoing is true and corre-	,	, oic			(555)		
		ty, State of <u>Texas</u>	on the	Othdovo	f March	, 20 23 .		
	CouliiCoulii		, on the _	<u> </u>	(month)	(year)		
		11/1/1						
		Signature of authoriz	ed agent of cont	racting bus	iness entity			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

	• •	
PRODUCER		CONTACT NAME: Certificate Department
6M Insurance Group Inc		PHONE (A/C, No, Ext): 877-450-6390 (A/C, No):
5904 S COOPER ST		E-MAIL ADDRESS: service@6mgroup.net
STE 104-172		INSURER(S) AFFORDING COVERAGE NAIC #
ARLINGTON	TX 76017	INSURER A: Nautilus Insurance Co 17370
INSURED		INSURER B: Key Risk Insurance Company 10885
Garrett Demolition Inc		INSURER C: The Hanover Insurance Company (AMB#002225) 22292
PO BOX 633		INSURER D:
		INSURER E:
Burleson	TX 76097	INSURER F:
COVEDACES	CEDTIFICATE NUMBER.	DEVISION NUMBER.

COVERAGES REVISION NUMBER: CERTIFICATE 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.

SR TR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X	CLAIMS-MADE X OCCUR						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	X	XCU/ Contractual Liability						MED EXP (Any one person) \$ 5,000
			Υ	Υ	ECP2016054-16	5/21/2022	5/21/2023	PERSONAL & ADV INJURY \$ 1,000,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	X	OTHER: Contractors Pollution Liability						Each Pollution Condition \$ 1,000,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT \$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per person) \$
		ALL OWNED SCHEDULED AUTOS	Υ	Υ	BAP2037450-10	4/18/2022	5/21/2023	BODILY INJURY (Per accident) \$
	X	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	X	Uninsured/Und						100,000 csl \$
		UMBRELLA LIAB X OCCUR						EACH OCCURRENCE \$ 5,000,000
	X	EXCESS LIAB CLAIMS-MADE	Υ	Υ	FFX2029090-12	5/21/2022	5/21/2023	AGGREGATE \$ 5,000,000
		DED X RETENTION \$ NONE						\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						PER OTH- STATUTE ER
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT \$
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE \$
	DESC	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
	EQI	UPMENT FLOATER	Υ	Υ	IHD H245346	5/21/2022	5/21/2023	Scheduled limit: \$5,949,901 / proof of coverage
	Lea	sed & Rented Equipment			IHD H245346	5/21/2022	5/21/2023	\$250,000

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

Contractors Equipment policy IHD H245346 Deductibles: \$2,500 Per Occurrence. \$5,000 ded Per Occurrence Items Over \$250,000, \$10,000 ded. Per Occurrence Items over \$500,000, \$25,000 ,ded Per Occurrence Items Over \$750,000 Market Value w/Replacement Value on Items 5 Years or Newer. The Commercial Auto & General Liability/Pollution Liability (including Completed Operations) policy includes a blanket automatic additional insured endorsement that provides additional insured status and the General Liability & Auto policy include a blanket waiver of subrogation endorsement to the certificate holder when there is a written contract that requires such status.

CERTIFICATE HOLDER				CANCELLATION					
	City of Burleson c/o Public Works 232 SW. Johnson Ave			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	232 SW JOHNSON AVE			AUTHORIZED REPRESENTATIVE					
	Burleson	TX 76028-4	776	Melina Morrison					

AGENCY CUSTOMER ID:	
LOC#-	

ACORD °

ADDITIONAL REMARKS SCHEDULE

Page 2

AGENCY		NAMED INSURED			
6M Insurance Group Inc	Garrett Demolition Inc				
POLICY NUMBER		PO BOX 633			
BAP2037450-10					
CARRIER	NAIC CODE	Burleson, TX, 76097			
Key Risk Insurance Company	10885	EFFECTIVE DATE : 4/18/2022			
ADDITIONAL DEMARKS	•				

THIS ADDITIONAL REMARK	S FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25	FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
RE: Demolition services at 130 E. Rer	nfro St, Burleson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/9/2023

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				CONTACT 888-828-8365					
Lockton Companies, LLC				PHONE FAX (A/C, No, Ext): (A/C, No):					
3657 Briarpark Dr., Suite 700			E-MAIL ADDRES	e. INCREDIT	VCEBTS@LOCK				
Houston, TX 77042				ADDRES			FONAFFINITY.COM		NAIO #
							DING COVERAGE of North America		NAIC # 43575
INSURED						y insurance Co.	. OI NORII America		43373
GARRETT DEMOLITION, INC.				INSURE					
PO BOX 633 BURLESON, TX 76097									
				INSURE					
				INSURE					
COVERAGES CER	TIFIC	ΔTE	: NUMBER:	INSURER	(F:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCH	OF I QUIR PERT	NSUR REMEN	RANCE LISTED BELOW HAV NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY ED BY T	CONTRACT HE POLICIES	THE INSURE OR OTHER I S DESCRIBEI	D NAMED ABOVE FOR THOOCUMENT WITH RESPEC	T TO \	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	;	
COMMERCIAL GENERAL LIABILITY						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE	\$	
CLAIMS-MADE OCCUR							DAMAGE TO RENTED	\$	
								\$	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO							BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS							,	\$	
HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER STATUTE OTH-		
ANY PROPRIETOR/PARTNER/EXECUTIVE A OFFICER/MEMBER EXCLUDED?	N/A	x	C51770341		10/1/2022	10/1/2023		\$ 1,000	
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE		
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	0,000
DESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 30-DAY NOTICE OF CANCELLATION RE: Demolition services at 130 E. Renfro St, Burleson WAIVER OF SUBROGATION IN FAVOR OF City of Burleson c/o Public Works WHEN REQUIRED BY WRITTEN CONTRACT.									
CERTIFICATE HOLDER					CANC	ELLATION			
					THE E	XPIRATION D	BOVE DESCRIBED POLICIES B ATE THEREOF, NOTICE W H THE POLICY PROVISIONS.		
CITY OF BURLESON C/O PUBLIC WORKS 232 SW JOHNSON AVE BURLESON, TX 76028					AUTHO	RIZED REPRESE	NTATIVE		



NOTICE TO OTHERS - SPECIFIC PARTIES

- **A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- **B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- **C.** The notice of cancellation is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- **D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity.
- **E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- **F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- **G.** The provisions of this notice do not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
City of Burleson c/o Public Works		232 SW Johnson Ave
		Burleson, TX 76028

WC 99 03 86 (10/11) Page 1 of 1

Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number		
GARRETT DEMOLITION, INC.			
PO BOX 633 BURLESON, TX 76097	Policy Number		
BORLEGON, 1X 70007	Symbol: RWC Number: C51770341		
Policy Period	Effective Date of Endorsement		
10/1/2022 TO 10/1/2023	10/1/2022		
Issued By (Name of Insurance Company)			
INDEMNITY INS. CO. OF NORTH AMERICA			
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy			

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the schedule.

Schedule

1. (X) Specific Waiver

Name of person or organization: City of Burleson c/o Public Works 232 SW Johnson Ave Burleson, TX 76028

() Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

RE: Demolition services at 130 E. Renfro St, Burleson

3. Premium:

The premium charge for this endorsement shall be <u>INCLUDED</u> percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Authorized Representative

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date	
ECP2016054-17	5/21/2022	5/21/2023	5/21/2022	

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. SECTION III WHO IS AN INSURED is amended to include as an additional insured:
 - 1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
 - **2.** Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph **1.** above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- **b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- **c.** Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

- **a. Bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal and advertising injury**, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- b. Bodily injury or property damage occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional **insured**(s) at the location of the **covered operations** has been completed; or

- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph I.1.; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:
 - 1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**:
- b. We receive written notice of a claim or suit as soon as practicable; and
- **c.** A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.
- V. **SECTION VII CONDITION 10. Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

- 1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date	
ECP2016054-17	5/21/2022	5/21/2023	5/21/2022	

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

- I. SECTION III WHO IS AN INSURED is amended to include as an additional insured:
 - 1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
 - 2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional **insured** described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- **b.** Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- **c.** Will not extend beyond that which is provided to you in this policy.
- II. With respect to the insurance afforded to these additional **insureds**, the following additional exclusions apply:

This insurance does not apply to:

- **a. Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph I.1.; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION

708

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional insured must see to it that:

- a. We are notified in writing as soon as practicable of an occurrence which may result in a claim or suit;
- b. We receive written notice of a claim or suit as soon as practicable; and
- **c.** A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.
- V. SECTION VII CONDITION 10. Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

- 1. The additional insured person(s) or organization(s) is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WAIVER OF SUBROGATION (TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US) AUTOMATIC STATUS – COVERAGE A, B & D

Policy Number	Policy Effective Date	Policy Effective Date Policy Expiration Date	
ECP2016054-17	5/21/2022	5/21/2023	5/21/2022

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of SECTION VII - CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY under this policy.

Such waiver by us applies only if:

- 1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
- 2. The insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Garrett Demolition, Inc. Endorsement Effective Date: 04/18/22

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any Principal wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- **B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
 - This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
 - Such "insured" is a Named Insured under such other insurance; and
 - You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

BUSINESS AUTO – ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT

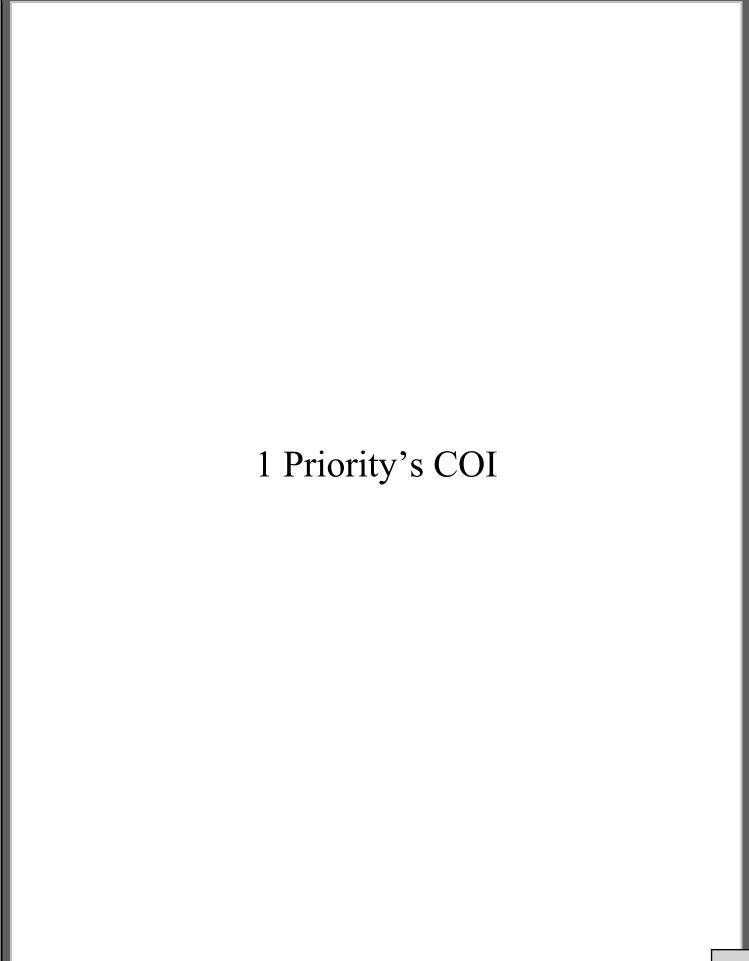
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II - Liability Coverage A. - Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.





CERTIFICATE OF LIABILITY INSURANCE

3/9/2023

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	CONTACT NAME: Elvia Salazar			
IBTX Risk Services 32335 US Highway 281 N	PHONE (A/C, No, Ext): 214-989-7100	FAX (A/C, No): 210-696-8414		
Suite 1201	E-MAIL ADDRESS: Service@ib-tx.com			
Bulverde TX 78163	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURER A: Steadfast Insurance Company	26387		
INSURED 1PRIORI-03	INSURER B: Zurich American Insurance Company			
1 Priority Environmental Services, LLC 4028 Daley Ave.	INSURER C:			
Fort Worth TX 76180	INSURER D:			
	INSURER E :			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 1046011493 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		ADDL SUBR	I I I I I I I I I I I I I I I I I I I	POLICY EFF	POLICY EXP		
LTR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		GPL 2461633-02	6/30/2022	6/30/2023	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	X Contractual Liab					MED EXP (Any one person)	\$ 25,000
	X _{XCU}					PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY		BAP 2461632-02	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	UMBRELLA LIAB X OCCUR		SXS 7418249-01	6/30/2022	6/30/2023	EACH OCCURRENCE	\$10,000,000
	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED RETENTION\$						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 7808524-01	6/30/2022	6/30/2023	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
А	Pollution/Asbestos Professional Liability Deductible \$10,000		GPL 2461633-02	6/30/2022	6/30/2023	Each Pollution Cond Per Claim/Per Occurr Aggregate	\$5,000,000 \$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability/Pollution & Auto Policies include blanket Additional Insured Endorsements [STF-ESP-MAN-02 08/20, STF-ESP101-FCW 4/13 (Ongoing Operations & Comp Ops), CA2048 10/13] as agreed in writing with Named Insured. General Liability/Pollution, Excess, Auto & Workers Compensation policies include blanket Waiver of Subrogation Endorsements [STF-ESP-248-A CW 04/10 & U-CA-424-F CW 04/14, WC000313 4/84 & WC420304B] as agreed in writing with Named Insured. General Liability/Pollution and Excess includes blanket Primary & Non-Contributory Endorsements [STF-ESP-MAN-01 08/20-STF-ESP-MAN-4 06/20, U-CA-424-F CW 04/14]. Excess Liability follows form of underlying GL, Auto & Employers Liability. Cancellation Endorsement [STF-ENVL-1632-A CW 11/10, U-CA-832-A CW 01/13, U-WC-100-A-CW 10/16]. General Liability/ Pollution Blanket Contractual Liability Railroad [STF-ESP-185-C CW 1/06]. Per Project Aggregate [STF-ESP-148-B CW 01/04

Project: Demolition services at 130 E. Renfro St, Burleson.

CERTIFICATE HOLDER	CANCELLATION

City of Burleson c/o Public Works 232 SW Johnson Ave. Burleson, TX 76028-4776 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

BUHL



Amendment to Limits of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-0	2 6/30/22	6/30/23		11227000		

Named Insured and Mailing Address:

Producer:

1 Priority Environmental Services, LLC 4028 Daley Ave. Fort Worth, TX 76180

IBTX Risk Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy that,

1. Item 4., Limits of Insurance, of the Declarations is deleted and replaced by the following:

Item 4. Limits of Insurance:

Each Incident Limits

COVERAGE PART ONE - COMMERCIAL GENERAL LIABLITY	\$2,000,000
COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABLITY	\$5,000,000
COVERAGE PART THREE - PROFESSIONAL LIABLITY	\$5,000,000

Damage To Premises Rented to You Limit \$300,000 Any one premises Medical Expense Limit \$25,000 Any one person

Personal & Advertising Injury Limit \$2,000,000 Any one person or organization

Products-Completed Operations Aggregate Limit \$4,000,000 Coverage Part One Aggregate Limit \$4,000,000 Coverage Part Two Aggregate Limit \$5,000,000 \$5,000,000 Coverage Part Three Aggregate Limit Policy Aggregate \$5,000,000

- 2. Limits of Insurance and Deductible (Section III.) in the COMMON POLICY PROVISIONS is deleted in its entirety and replaced as follows:
 - 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds:
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits".
 - 2. The Policy Aggregate Limit is the most we will pay for the sum of:

- a. Under COVERAGE PART ONE, Coverage A., "damages";
- b. Under COVERAGE PART ONE, Coverage A., "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard":
- c.. Under COVERAGE PART ONE, Coverage B., "damages";
- d. Under COVERAGE PART ONE, Coverage C, medical expenses;
- e. Under COVERAGE PART TWO, "losses" and "claims expense"; and
- f. Under COVERAGE PART THREE, "damages" and "claims expense".
- 3. Subject to 2. Above, the Products-Completed Operations Aggregate Limit is the most we will pay under COVERAGE PART ONE, Coverage A. for "damages" because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under COVERAGE PART ONE, Coverage B. for the sum of all "damages" because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to 2. above, the COVERAGE PART ONE Each Incident Limit is the most we will pay for the sum of:
 - a. Under COVERAGE PART ONE, Coverage A., "damages" because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
 - b. Under COVERAGE PART ONE, Coverage C., Medical Expenses because of all "bodily injury" arising out of any one "occurrence".
- 6. Subject to 2. above, the COVERAGE PART TWO Each Incident Limit is the most we will pay for the sum of, under COVERAGE PART TWO, "losses" and "claims expense" arising out of any one "pollution event"; the same, interrelated, associated, repeated or continuous "pollution events" shall be considered one "pollution event".
- 7. Subject to 2. above, the COVERAGE PART THREE Each Incident Limit is the most we will pay for the sum of, under COVERAGE PART THREE, "damages" and "claim expenses" arising out of any one act, error or omission; the same, interrelated, associated, repeated or continuous acts, errors or omissions shall be considered one act, error or omission.
- 8. Subject to 2. and 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE PART ONE, Coverage A., for "damages" because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 9. Subject to 2. and 5. above, the Medical Expense Limit is the most we will pay under COVERAGE PART ONE, Coverage C., for all medical expenses because of "bodily injury" sustained by any one person.

10. Deductible.

- a. The Deductible amount indicated on the Declarations is your obligation and applies to:
 - (1) under COVERAGE PART ONE, Coverage A., to all "damages" because of "bodily injury" and/or "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence";
 - (2) under COVERAGE PART ONE, Coverage B., to all "damages" as the result of any one offense, regardless of the number of persons or organizations who sustain "damages" because of that offense;
 - (3) under COVERAGE PART ONE, Coverage C., to all "bodily injury" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain "damages" because of that "occurrence":
 - (4) under COVERAGE PART TWO, all "loss(es)" and related "claim expenses" as a result of any one "pollution event", regardless of the number of persons or organizations who sustain "loss(es)" and related "claim expense(s)" because of that "pollution event"; and
 - (5) under COVERAGE PART THREE, all "damage(s)" and related "claim expense" as a result of any one act, error or omission, regardless of the number of persons or organizations who sustain "damage(s)" and related "claim expense(s)" because of that act, error or omission.

- b. The Deductible amount does not erode the Limits of Insurance.
- c. We may pay, but are not obligated to pay, any part or all of the deductible amount to effect settlement of a "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible amount as has been paid by us.
- 11. Multiple "policy periods" and interrelated, associated, repeated or continuous "suits", "claims", "damages", "bodily injury", "property damage", "personal and advertising injury", "loss" and "claims expense",
 - Under COVERAGE PART ONE, Coverages A, B and C, any "suit" or "claim" for "damages"; any "bodily injury"; any "property damage"; and/or any "personal and advertising injury" which takes place over two or more "policy periods", or are interrelated, associated, repeated or continuous, shall be subject to one Limit of Insurance and one Deductible as stated in the Declarations. All such "suits" or "claims" seeking "damages" for "bodily injury", "property damage" or "personal and advertising injury", whenever made, shall be provided coverage in the "policy period" of the date of the first exposure to the "occurrence" causing such "bodily injury" or "property damage" or to the offense causing such "personal and advertising injury".
 - b. Under COVERAGE PART TWO, any "claim" for "loss"; any "bodily injury"; any "property damage"; and/or any related "claim expense" which takes place over two or more "policy periods", or are interrelated, associated. repeated or continuous, shall be subject to one Limit of Insurance and one Deductible as stated in the Declarations. All "claims" as a result of "bodily injury", "property damage" and/or related "claim expense", whenever made, shall be provided coverage in the "policy period" of the date of first exposure to the "pollution event" which results in the "bodily injury", "property damage" and/or related "claim expense".
 - c. Under COVERAGE PART THREE, any "claim"; any "damages"; and/or any related "claims expense" which takes place over two or more "policy periods", or are interrelated, associated, repeated or continuous, shall be subject to one Limit of Insurance and one Deductible as stated in the Declarations. All such "claims" for "damages" and/or related "claims expense" whenever made, shall be considered first made on the date on which the earliest "claim" was first reported to you and the Limits of Insurance applicable to that "policy period" shall apply.
- 12. Under COVERAGE PART THREE, "claims" against the insured arising from an incident or circumstance reported to us, pursuant to Claim Provisions (Section IV.) in the COMMON COVERAGE PROVISIONS, in a subsequent uninterrupted renewal "policy period" shall be subject to the Each Incident and Policy Aggregate Limit of Insurance applicable to the "policy period" in effect when the incident or circumstance was reported to us.
- 13. Under COVERAGE PART THREE, the automatic extended reporting period and the extended reporting period, if purchased by you, shall not serve to increase or reinstate the Limits of Insurance set out in the Declarations to the policy. The Limits of Insurance shall be that which is remaining in the Policy Aggregate Limit at the end of the "policy period".
- 14. When the COVERAGE PART ONE Each Incident Limit of Insurance, the COVERAGE PARTS TWO and THREE Each Incident Limit of Insurance or the Policy Aggregate Limits of Insurance described above have actually been exhausted in the payment of "bodily injury", "property damage", "damages", medical expenses, and/or "claims expense" we will:
 - a. Notify the first Named Insured, in writing, as soon as possible, that such limits have been exhausted and our duty to defend under the Insuring Agreements has also ended; and
 - b. Commence and cooperate in the transfer of control to any appropriate insured of all "claim(s)" or "suits" which are subject to that limit and which are reported to us before that limit is exhausted.
- 3. The Limits of Insurance stated in paragraph 1, above will apply:
 - a. Under COVERAGE PART ONE, to "bodily injury", "property damage" and "personal and advertising injury" that occurs:
 - b. Under COVERAGE PART TWO, to "bodily injury", "property damage" and related "claims expense" that occurs; and
 - c. Under COVERAGE PART THREE, to "claims" made against the insured:

On or after 12:01 a.m. on January 28, 2017. Any "claim" made against an insured on or after this date arising from an act, error or omission reported to us prior to this date shall be deemed to have been made on the date on which notice of the act, error or omission was first received by us.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Named Insured: 1 Priority Environmental Services, LLC dba A-1 Environmental, 1 Priority Acquisition, 1 Priority Holdings & West Texas Abatement



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.			
Policy No. GPL 2461633-02	Effective Date: 06/30/22		

Name Insured & Mailing Address

1 Priority Environmental Services, LLC

Producer

IBTX Risk Services 32355 US Highway 281, #1201 Bulverde, TX 78163

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part One, Common Coverage Provisions

- A. Section I Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
 - 1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - **b.** The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above.

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- **(b)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
 - Solely with respect to this Paragraph **(b)**, if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

- 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - **b.** The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above.

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
 - Solely with respect to this Paragraph (ii), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.
- **3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - **b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- **(b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- **4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured:
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
 - Solely with respect to this Paragraph (4), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.
- **B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- **1.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Common Coverage Provisions, Section **IV – Claims Provisions**, Paragraph **2**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.
- **D.** Solely with respect to the coverage provided by this endorsement:
 - 1. The following is added to the Other Insurance Condition of Section V Conditions, Paragraph 8:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- **b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 8.b. of the Other Insurance Condition under Section V -:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- **E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section III Limits Of Insurance:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Designated Construction Project(s) Aggregate Limit

Coverage Part One – Commercial General Liability

Policy No.	Policy No. Eff. Date of Pol.		Eff. Date of End.	Producer	Add' l Prem.	Return Prem.
GPL2461633-02	2 6/30/22	6/30/23		11227000		

Named Insured and Mailing Address:

1 Priority Environmental Services, LLC

4028 Daley Ave.

Fort Worth, Tx 76180

Producer:

IBTX RISK SERVICES 10101 REUNION PL STE 100 SAN ANTONIO, TX 78216-4165

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that the following provisions apply to COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY only.

Schedule

Designated Construction Project(s): Construction projects as required by a written contract

or written agreement executed and effective prior to

providing services.

Total Designated Construction Project(s) Aggregate Limit: \$10,000,000

- 1. For all sums which the insured becomes legally obligated to pay as "damages" caused by "occurrences" under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY and for all medical expenses caused by accidents under COVERAGE C MEDICAL PAYMENTS in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - a. A separate Designated Construction Project Aggregate Limit applies to each construction project, and that limit is equal to the amount of the Policy Aggregate Limit shown in the Declarations.
 - b. The Total Designated Construction Project(s) Aggregate Limit, shown in the Schedule above, is the most we will pay for the sum of all "damages" caused by "occurrences" under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY and for all medical expenses caused by accidents under COVERAGE C MEDICAL PAYMENTS in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY which can be attributed only to ongoing operations at designated construction projects.
 - c. The Designated Construction Project(s) Aggregate Limit is the most we will pay for the sum of all "damages" under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY, except "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C MEDICAL PAYMENTS in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY regardless of the number of:
 - (1) Insureds;

- (2) "Claims" made or "suits" brought; or
- (3) Persons or organizations making "claims" or bringing "suits".
- d. Any payments made under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY or "damages" or under COVERAGE C MEDICAL PAYMENTS in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY for medical expenses which can be attributed only to ongoing operations at designated construction projects shall reduce the Designated Construction Project Aggregate Limit for that designated construction project. Such payments shall also reduce the Total Designated Construction Project Aggregate Limit shown in the Schedule above. However such payments shall not reduce the Policy Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above.
- e. The limits shown in the Declarations for Each Incident, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the Policy Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project Aggregate Limits.
- 2. For all sums which the insured becomes legally obligated to pay as "damages" caused by "occurrences" under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY, and for all medical expenses caused by accidents under COVERAGE C MEDICAL PAYMENTS in COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - a. Any payments made under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY or "damages" or under COVERAGE C - MEDICAL PAYMENTS in COVERAGE PART ONE - COMMERCIAL GENERAL LIABILITY for medical expenses shall reduce the amount available under the Policy Aggregate Limit shown in the Declarations; and
 - b. Such payments shall not reduce any Designated Construction Project Aggregate Limit or the Total Designated Construction Project Aggregate Limit.
- 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for "damages" because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit shown in the declarations and not reduce the Designated Construction Project Aggregate Limit.
- 4. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- 5. The provisions of Limits of Insurance and Deductible (Section III.) in the COMMON COVERAGE PROVISIONS not otherwise modified by this endorsement shall continue to apply as stipulated.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability Coverage Part Two-Contractor's Pollution Liability

Policy No.	Policy No. Eff. Date of Pol.		Exp. Date of Pol. Eff. Date of End.		Producer Add'l Prem.	
GPL2461633-02	2 6/30/22	6/30/23				

Named Insured and Mailing Address:

1 Priority Environmental Services, LLC 4028 DALEY AVE FORT WORTH, TX 76180-8600

Producer:

IBTX RISK SERVICES 10101 REUNION PL STE 100 SAN ANTONIO, TX 78216-4165

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

	COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
X	COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

- 1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
- 2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

and resulting directly from:

- (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
- (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
- b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,

and resulting directly from:

(a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

- (b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.
- 3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.
- 4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III Limits Of Insurance and Deductible**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

- 6. The additional insured must see to it that:
 - a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
 - b. We receive written notice of a claim or "suit" as soon as practicable; and
 - c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- 7. For the coverage provided by this endorsement:
 - a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

Primary and Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Contractual Liability - Railroads

Coverage Part One - Commercial General Liability

Policy No.	Policy No. Eff. Date of Pol.		Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-0	2 6/30/22	6/30/23		11227000		

Named Insured and Mailing Address:

Producer:

1 PRIORITY ENVIRONMENTAL SERVICES, LLC

4028 DALEY AVE

FORT WORTH, TX 76180-8600

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions of the policy and with respect to COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY and the coverage provided by this endorsement that:

Schedule

Scheduled Railroad: All railroads as required by written contract

Contract #: All contracts for work done for railroads

Designated Job Site(s): All job sites as required by written contract

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site shown in the Schedule above, the definition of "insured contract" in Definitions (Section VII.) in the COMMON COVERAGE PROVISIONS is deleted and replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a

municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Policy No. Eff. Date of Pol. Exp		Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-0	2 6/30/22	6/30/23		11227000		

Named Insured and Mailing Address:

Producer:
 IBTX Risk Services

1 PRIORITY ENVIRONMENTAL SERVICES, LLC 4028 DALEY AVE FORT WORTH, TX 76180-8600

ITHIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- [X] COVERAGE PART ONE COMMERCIAL GENERAL LIABILITY
- [χ] COVERAGE PART TWO CONTRACTOR'S POLLUTION LIABILITY
- [X] COVERAGE PART THREE PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL2461633-02	2 6/30/22	6/30/23		11227000		

Named Insured and Mailing Address:

1 PRIORITY ENVIRONMENTAL SERVICES, LLC 4028 DALEY AVE FORT WORTH, TX 76180-8600

Producer:

IBTX Risk Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Commercial Umbrella Liability Policy

Commercial Umbrella Liability Policy – Claims Made and Reported Coverage

Contractor's Pollution Liability Insurance Policy

Contractor's Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Services Package Policy

Excess Environmental Insurance Policy - Claims Made and Reported Coverage

Follow Form Excess Liability Policy

Follow Form Excess Liability Policy - Claims Made and Reported Coverage

Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage

Professional Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Professional Environmental Consultant's Liability Insurance Policy

Professional Environmental Consultant's Liability Insurance Policy - Claims Made and Reported Coverage

Public Entity Pollution Liability - Claims Made and Reported Coverage

Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage

Remediation Stop Loss

Z Choice Pollution Liability

Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage

Z Choice™ Pollution Liability - Claims Made and Reported Coverage

Z Link® Commercial General and Pollution Liability

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

- **1.** Must be initially provided to us within 15 days:
 - **a.** After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
- 2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
- 3. Must be in an electronic format that is acceptable to us; and
- 4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

- **B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- **C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- **D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - 1. Extend the Coverage Part cancellation date;
 - 2. Negate the cancellation; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- **E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

NAMED INSURED: 1 Priority Environmental Services, LLC, DBA: A-1 Environmental, 1 Priority Acquisition, LLC, 1

Priority Holdings, & West Texas Abatement

POLICY NUMBER: BAP2461632-02

COMMERCIAL AUTO CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: 1 PRIORITY ENVIRONMENTAL SERVICES, LLC

Endorsement Effective Date: 6/30/22

SCHEDULE

Name Of Person(s) Or Organization(s):									
Blanket When Required By Written Contract									
Brained Mich Required by Miletell Contract									
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.									
illiolination regulied to comblete this ochedule, il not shown above, will be shown in the Decidiations.									

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.



Coverage Extension Endorsement

Policy No. Eff. Date of Pol.		Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'1. Prem	Return Prem.
BAP2461632-0	2 6/30/22	6/30/23		11227000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form Motor Carrier Coverage Form

A. Amended Who Is An Insured

- 1. The following is added to the **Who Is An Insured** Provision in **Section II Covered Autos Liability Coverage**:

 The following are also "insureds":
 - a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - **b.** Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
 - c. Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement,
 - d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.
- 2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment - Supplementary Payments

Paragraphs a₋(2) and a₋(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the Physical Damage Coverage Section of the Coverage Form; and
- **b**. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph A.2. of the Physical Damage Coverage Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph A.3.a. of the Physical Damage Coverage Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- The Exclusion in Paragraph B.4.a. of Section III Physical Damage Coverage in the Business Auto Coverage
 Form and the Exclusion in Paragraph B.2.c. of Section IV Physical Damage Coverage in the Motor Carrier
 Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage - Comprehensive Coverage - Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos - Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown:
- 2. Repair;
- 3. Servicing;
- 4. "Loss"; or
- 5. Destruction.
- 2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

Temporary Substitute Autos - Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos - Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the Concealment, Misrepresentation Or Fraud Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto - World Wide Coverage

Paragraph 7a.(5) of the Policy Period, Coverage Territory Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The Expected Or Intended Injury Exclusion in Paragraph B. Exclusions under Section II – Covered Auto Liability Coverage is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of Section III - Physical Damage Coverage is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. Coverage of the Physical Damage Coverage Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1.	() Specific Waiver
		Name of person or organization

(x) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:

The premium charge for this endorsement shall be ______ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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(Ed. 06-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ALL	PERS	ONS	AND/OR	ORGANI	ZATION	s - c	THER	THAN	MANU	JFACTUF	RERS O	F ASBE	ESTOS,
MANU	JFACTL	JRERS	S WHOSE	E COMPO	NENT	PARTS	INCLU	JDE AS	SBESTO	DS, OR	DISTRIB	UTORS	OF A
PROD	UCT T	HAT C	CONTAINS	SASBEST	OS - TH	IAT AR	E REQL	JIRED B	Y WRI	TTEN CO	ONTRACT	OR WF	RITTEN
AGRE	EMENT	T WIT	ΓΗ YOU,	EXECUT	ED PR	IOR TO	O THE	ACCID	ENT (OR LOS	S, THAT	WAIVE	ER OF
SUBR	OGATI	ON B	E PROVII	DED UND	ER TH	IS POL	ICY FC	R WOF	RK PEF	RFORME	D BY Y	DU FOR	THAT
PERS	ON ANI	D/OR	ORGAN I Z	ATION."									

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Litabiscinicit	6/30/22 prity Environmental		- WC7808524-01	Endorsement No. Premium \$ N/A
Insurance Comp	any Zurich American I nsu	rance Company	Countersigned by _	



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP2461632-02	6/30/22	6/30/23		11227000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - **1.** Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- **B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - **b.** Non-renewal, but not including conditional notice of renewal.
- **C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- **D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX – CONDITIONS

F. Notification To Others Of Cancellation

- 1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you. Such Schedule:
 - a. Must be initially provided to us within 15 days: After the beginning of the policy period shown in the Declarations; or After this endorsement has been added to policy;
 - b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
 - **c.** Must be in an electronic format that is acceptable to us; and
 - d. Must be accurate.
 - Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs b. c. and d. above.
- 2. Our delivery of the electronic notification as described in Paragraph 1. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph 1. of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
- 3. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1. and 2. of this endorsement.
- 4. Our delivery of electronic notification described in Paragraphs 1. and 2. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - **a.** Extend the policy cancellation date;
 - **b.** Negate the cancellation; or
 - c. Provide any additional insurance that would not have been provided in the absence of this
- 5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs 1. and 2. of this endorsement.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 6/30/22

Policy No. WC7808524-01

Endorsement No. Premium \$

1 Priority Environmental Services, LLC

Insurance Company Zurich American Ins Co

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

	omplete Nos. 1 - 4 and 6 if there are interested parties. omplete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING			
	ame of business entity filing form, and the city, state and country of the business entity's place business.			Certificate Number: 2023-993045			
	Garrett Demolition, Inc						
	Burleson, TX United States		Date Filed:				
	Name of governmental entity or state agency that is a party to the	time of governmental entity or state agency that is a party to the contract for which the form is			03/09/2023		
	eing filed. City of Burleson			Date Acknowledged:			
					ido		
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.						
	130 E. Renfro St, Burleson Abatement & Demolition services located at 130 E. Renfro St,	Burleson, Texas 76028					
-				Nature of			
ţ	Name of Interested Party	City, State, Country (place of busin	ess)	ess) (check applicable)			
				Controlling	Intermediary		
3	arrett, Brad	Burleson, TX United States		Х			
_ D	ollmar, April	Burleson, TX United States			Х		
_							
_							
5 Check only if there is NO Interested Party.							
6	UNSWORN DECLARATION						
	name is and my date of birth is						
	My address is		X	76097	(country)		
	(street)	(city) (S	state)	(zıp code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correct.						
	Executed inCount	y, State of <u>Texas</u> , on the	_9th	day of <u>March</u>			
		11110					
		Signature of authorized agent of co	ntractin	ng business entity			
		1-2-11					



City Council Regular Meeting

DEPARTMENT: Legal and Purchasing

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: March 20, 2023

SUBJECT:

Consider approval of a contract with First United Methodist Church Burleson for use of church facilities for community events in exchange for the stained glass windows at 130 E Renfro St. (Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)

SUMMARY:

The City will utilize Garrett Demolition, Inc. to demolish the buildings located at 130 E Renfro St. For many years First United Methodist Church Burleson was located at the 130 E Renfro St property and one of the buildings served as the church's chapel. The chapel contains many stained glass windows that are dear to FUMC Burleson. FUMC Burleson has requested that, if possible, the stained glass windows not be demolished, and instead the windows be removed and returned to the church. In exchange for the stained glass windows, FUMC Burleson will allow the City to use its facilities for a few community meetings in the future. FUMC Burleson is located at 590 NE McAlister Rd in Burleson.

City staff is requesting that the City Council approve the tentative contract subject to the approval of the City Attorney. At this time, City staff does not have enough information and details to draft the final agreement (e.g., how many stained glass window can be successfully extracted, when will the windows be delivered, how the windows should be delivered, etc.). Once the windows are removed and the details are learned, City staff will draft the final version of the agreement subject to the review and approval of the City Attorney.

OPTIONS:

- Approve the contract subject to the review and approval of the City Attorney; or
- 2) Deny the contract

RECOMMENDATION:

Approve the contract subject to the review and approval of the City Attorney.

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

None

FISCAL IMPACT:

None

STAFF CONTACT:

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

RESOLUTION 4A032023FUMC

A RESOLUTION OF THE OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL OF A CONTRACT BETWEEN THE CITY OF BURLESON AND FIRST UNITED METHODIST CHURCH BURLESON FOR THE USE OF CHURCH FACILITIES IN EXCHANGE FOR THE STAINED GALSS WINODWS LOCATED AT 130 E RENFRO ST; AND PROVIDING AN EFFECTIVE DATE AND REQUESTING THE CITY COUNCIL RATIFY THIS RESOLUTION.

WHEREAS, the Burleson 4A Economic Development Corporation, known as the "Type A Corporation", incorporated and certified in October 2000 under the authorization of the Development Corporation Act of 1979; and

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

WHEREAS, Type A Corporation owns the real property commonly known as 130 E Renfro St (the "Property") and desires to begin renovation of the Property by demolishing the structures currently on the Property; and

WHEREAS, the First United Methodist Church Burleson ("FUMCB") once owned the Property and improvements at 130 E Renfro, Burleson, Texas; and

WHEREAS, during FUMCB's ownership of the Property, FUMCB constructed a chapel and used the chapel for its worship services for many, many years (the "Old Church"); and

WHEREAS, the Old Church contains many stained glass windows that are important to FUMCB (the "Stained Glass Windows"); and

WHEREAS, the EDC owns the Property and the EDC and City desire to demolish the Old Church building and renovate the site; and

WHEREAS, FUMCB has requested that the City preserve the Stained Glass Windows and transfer ownership of the windows to FUMCB; and

WHEREAS, the FUMCB campus is located at 590 NE McAlister, Burleson, Texas and possesses a multipurpose room (the "Multi-Purpose Room"); and

WHEREAS, the City and EDC desire to use the Multi-Purpose Room for community events occasionally from time to time; and

WHEREAS, the City has a tentative proposed agreement with FUMCB whereby the City desires to transfer to FUMCB and FUMCB desires to receive the Stained Glass Windows in exchange for the City's occasional use of the Multi-Purpose Room (the "Proposed Agreement"); and

WHEREAS, the Proposed Agreement is not drafted at this time due to a number of details still being outstanding; and

WHEREAS, the Type A Corporation desires that the City approve the Proposed Agreement subject to the review and approval of the City Attorney; and

WHEREAS, the Type A Corporation desires the City approve this action;

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

Section 1

The Type A Corporation hereby recommends approval of the Proposed Agreement between the City and FUMCB for the transfer of the Stained Glass Windows in exchange for the City's occasional use of the Multi-Purpose Room and for other good and valuable considerations that will be set forth in the Proposed Agreement.

Section 2

If the City approves the Proposed Agreement and the Proposed Agreement is drafted and approved by the City Attorney and executed by the parties, the City Manager is authorized to transfer the Stained Glass Windows to the FUMCB pursuant to terms of Proposed Agreement.

Section 3

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

Section 4

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

PASSED, APPROVED, AND SO RESOLV	VED by the Board of Directors of the Burleson 4A
Economic Development Corporation on the_	day of, 20
	Don McClandon, Doord Dreed don't
	Dan McClendon, Board President Burleson 4A Economic Development Corporation
ATTEST:	
Amanda Campos, Secretary	



City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: March 20, 2023

SUBJECT:

5917 W FM 917 (Case 23-007): Hold a public hearing and consider approval of an ordinance for a zoning change request from "A", Agriculture to "GR" General Retail *(Staff Presenter: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On January 23, 2023, an application for a zoning change request was submitted by Bryan Clark with QuikTrip on behalf of Kristoffer Maddox (property owner) for a zoning change request of approximately 1.520 acres for a future QuikTrip convenience store with auto fuel sales.

Development Overview:

The property is currently zoned A, Agriculture and will require platting and commercial site plan review and approvals if the zoning is approved by City Council. Traffic and drainage studies will occur with submittal of the plat and site plan. Since the commercial site plan will be associated with a zone change, the site plan will require Planning and Zoning and City Council review and consideration. A conceptual site plan is attached as Exhibit 4.

Zoning and Land Use Table

	Zoning	Use			
Subject Site	A, Agriculture	Undeveloped			
North	A, Agriculture	Residential			
East	C, Commercial	Convenience Store			
South	W FM 917 / A, Agriculture	Commercial and Retail			
West	C, Commercial	Storage facility			

This site is designated in the Comprehensive Plan as Chisholm Trail Corridor.

This land use category is intended for nonresidential use with the primary focus being large professional campuses and office parks, as well as complimentary retail spaces. GR, General retail is listed as a corresponding zoning district that is appropriate in this area of the Comprehensive Plan.

Staff supports a zoning change request to "GR" General Retail district based on the adjacent uses and proximity to Chisholm Trail Parkway, 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 "GR" General Retail; 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 "GR" General Retail (Case 23-007).

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Location:

- 5917 W FM 917
- 1.520 acres

Applicant:

Bryan Clark (QuikTrip)

Item for approval:

Zoning Change from "A'" Agriculture to "GR" General Retail (Case 23-007)

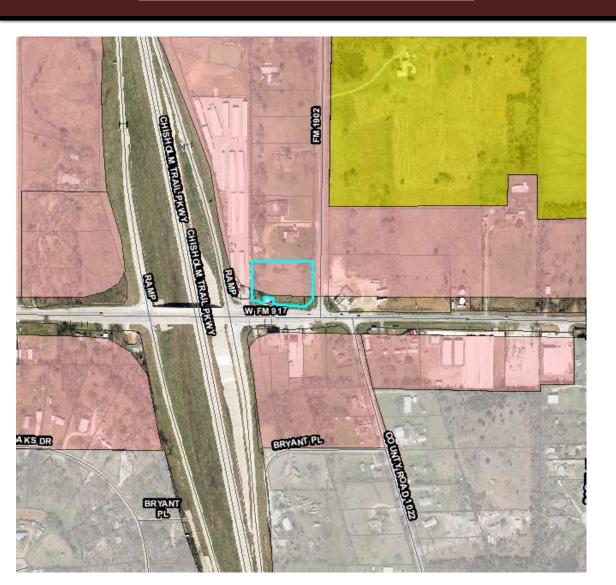


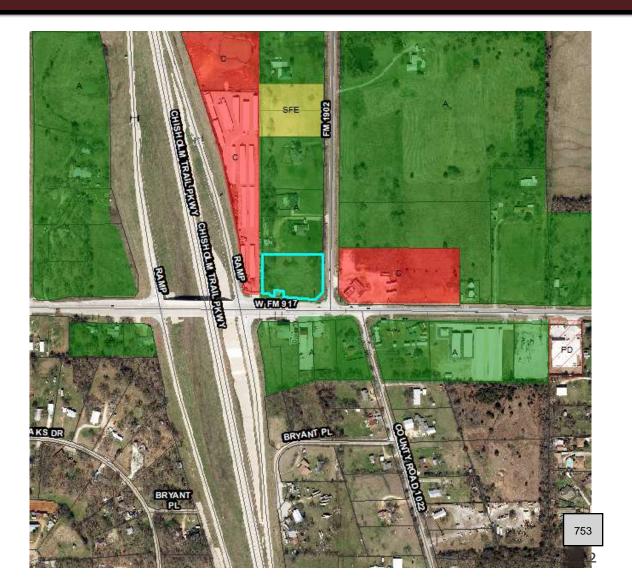
Comprehensive Plan

Chisholm Trail Corridor

Zoning

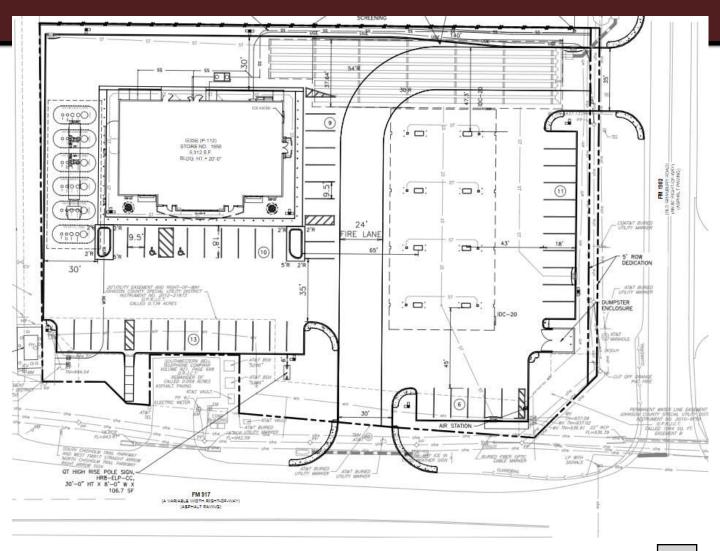
A, Agriculture





If the zoning request is approved, platting and commercial site plan submittals, as well as associated traffic, drainage, and engineering/development reviews will be required prior to any development.

Site plan will require P&Z consideration and City Council approval since it is associated with a zoning change request.



Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- Published in newspaper
- Signs Posted on the property

Legend



P&Z Summary

<u>Vote</u>

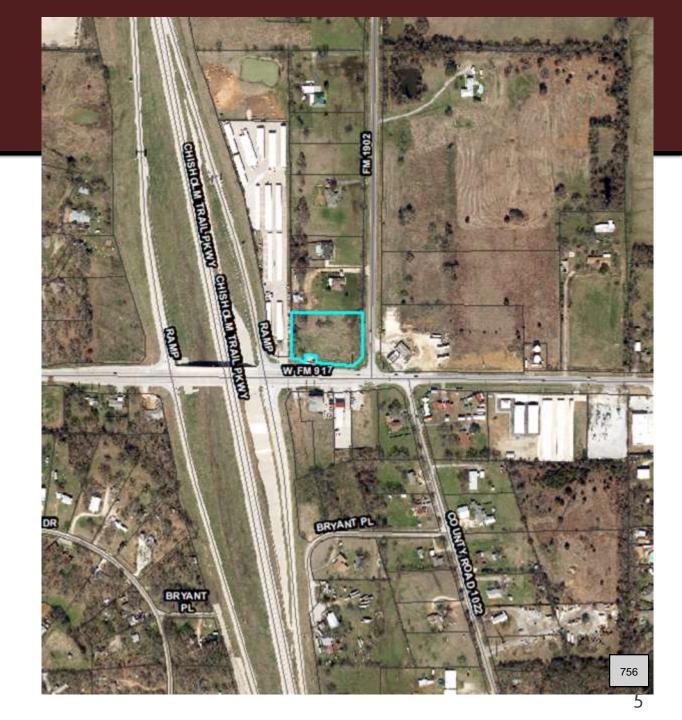
Recommended approval unanimously

Discussion

None

Speakers

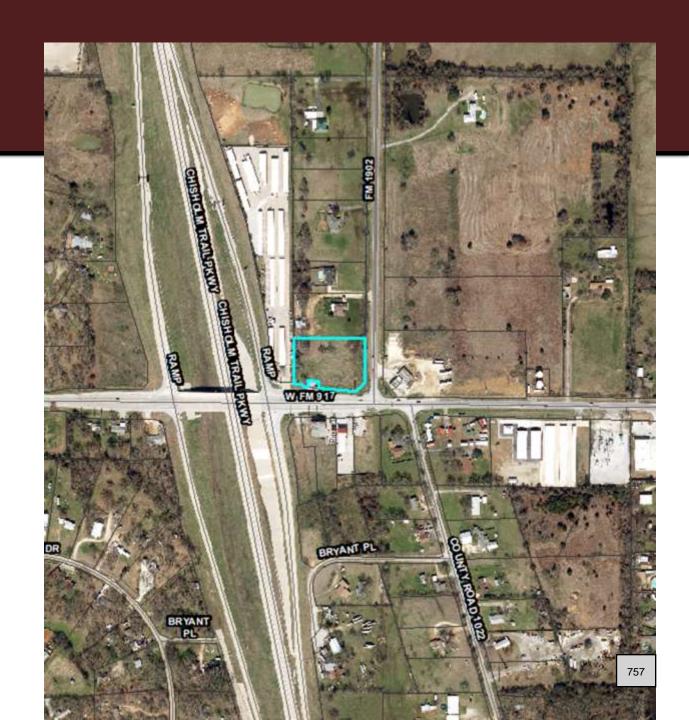
Applicant was present (no questions)



ZC - 5917 W FM 917

Staff's Recommendation

- Staff recommends approval of an ordinance for the zoning change request to "GR" General Retail
- Conforms with the Comprehensive Plan
- Compatible with adjacent uses and proximity to Chisholm Trail Pkwy



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 1.520 ACRES OF LAND SITUATED IN THE JOSEPH WEST SURVEY, ABSTRACT NO. 855, DESCRIBED IN SPECIAL WARRANTY **DEED** WITH **VENDOR'S** LIEN **WITH MINERAL** RESERVATIONS TO THE MADDOX GROUP LLC AS RECORDED IN INSTRUMENT NO. 2022-137, OFFICIAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), FROM AGRICULTRE (A) TO GENERAL RETAIL (GR); 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 **Bryan Clark** on **January 23, 2023**, under **Case Number 23-007**, 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 <u>7 to 0</u> to recommend to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classification of <u>Agriculture (A)</u> to <u>General Retail (GR)</u>; 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 1.520 acres of land situated in the Joseph West Survey, Abstract No. 855, described in Special Warranty Deed with Vendor's Lien with Mineral Reservations to The Maddox Group LLC as recorded in Instrument No. 2022-137, Official Property Records, Johnson County, Texas (O.P.R.J.C.T.), as described in Exhibit A, by changing the zoning of said property from Agriculture (A) to General Retail (GR).

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
rii si anu rinai Keaunig.	uic	uay 01	, 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"

Exhibit A

DESCRIPTION OF PROPERTY

Being a 1.520 acre (66,191 square foot) tract of land situated in the Joseph West Survey, Abstract No. 855, City of Burleson, Johnson County, Texas, said 1.520 acre tract of land being all of a called 1.521 acre tract of land described in Special Warranty Deed with Vendor's Lien with Mineral Reservations to The Maddox Group LLC as recorded in Instrument No. 2022-137 of the Official Public Records of Johnson County, Texas, said 1.520 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the northwest corner of said called 1.521 acre tract of land and the southwest corner of a called 1.378 acre tract of land described in Warranty Deed with Vendor's Lien to Myles E Mize and wife, Brenda Mize as recorded in Volume 2146, Page 837 of the Deed Records of Johnson County, Texas, said 5/8 inch iron rod being in the east line of a tract of land described in Special Warranty Deed to FM 917 Storage LLC as recorded in Instrument No. 2019-33512 of said Official Public Records of Johnson County, Texas and in the east line of Lot 1, Block 1 Self Storage Solution, an addition to the City of Burleson, Texas as recorded in Volume 9, Page 312 of the Plat Records of Johnson County, Texas;

THENCE South 89 degrees 31 minutes 12 seconds East, with the north line of said called 1.521 acre tract of land and with the south line of said called 1.378 acre tract of land, a distance of 313.49 feet to a calculated point for the northeast corner of said called 1.521 acre tract of land and the southeast corner of said called 1.378 acre tract of land, said calculated point being in the existing westerly right-of-way line of FM 1902 (Old Grandbury Road) (an 80' right-of-way), from which a 3/8 inch iron rod found for reference bears North 89 degrees 31 minutes 12 seconds West, a distance of 0.81 feet; THENCE South 00 degrees 28 minutes 56 seconds West, with said existing westerly right-of-way line of FM 1902 and with the east line of said called 1.521 acre tract of land, a distance of 194.68 feet to a 5/8 inch iron rod found for the most northerly southeast corner of said called 1.521 acre tract of land and an internal angle point in said existing westerly right-of-way line of FM 1902;

THENCE South 45 degrees 20 minutes 14 seconds West, with said existing westerly right-of-way line of FM 1902 and with the south line of said called 1.521 acre tract of land, a distance of 49.15 feet to a 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." found for the intersection of said existing westerly right-of-way line of FM 1902 with the existing northerly right-of-way line of FM 917 (a variable width right-of-way), said 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." being the southeast corner of said called 1.521 acre tract of land;

THENCE North 85 degrees 47 minutes 12 seconds West, with said existing northerly right-of-way line of FM 917 and with the south line of said called 1.521 acre tract of land, a distance of 77.19 feet to a 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." found for corner;

THENCE North 84 degrees 48 minutes 30 seconds West, with said existing northerly right-of-way line of FM 917 and with the south line of said called 1.521 acre tract of land, a distance of 88.62 feet to a 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." found for an external angle point of said called 1.521 acre tract of land, said 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." being in the east line of a called 0.059 acre tract of land described in Warranty Deed to Southwestern Bell Telephone Company as recorded in Volume 921, Page 698 of said Deed Records of Johnson County, Texas;

THENCE North 00 degrees 28 minutes 52 seconds East, with the south line of said called 1.521 acre tract of land and with the east line of said called 0.059 acre tract of land, a distance of 32.63 feet to a 3 inch aluminum disk stamped "S.W.B. TEL CO. PROPERTY CORNER" found for an internal angle point of said called 1.521 acre tract of land and being the northeast corner of said called 0.059 acre tract of land;

THENCE North 89 degrees 47 minutes 00 seconds West, with the south line of said called 1.521 acre tract of land and with the north line of said called 0.059 acre tract of land, a distance of 50.23 feet to a 3 inch aluminum disk stamped "S.W.B. TEL CO. PROPERTY CORNER" found for an internal angle point of said called 1.521 acre tract of land and being the northwest corner of said called 0.059 acre tract of land;

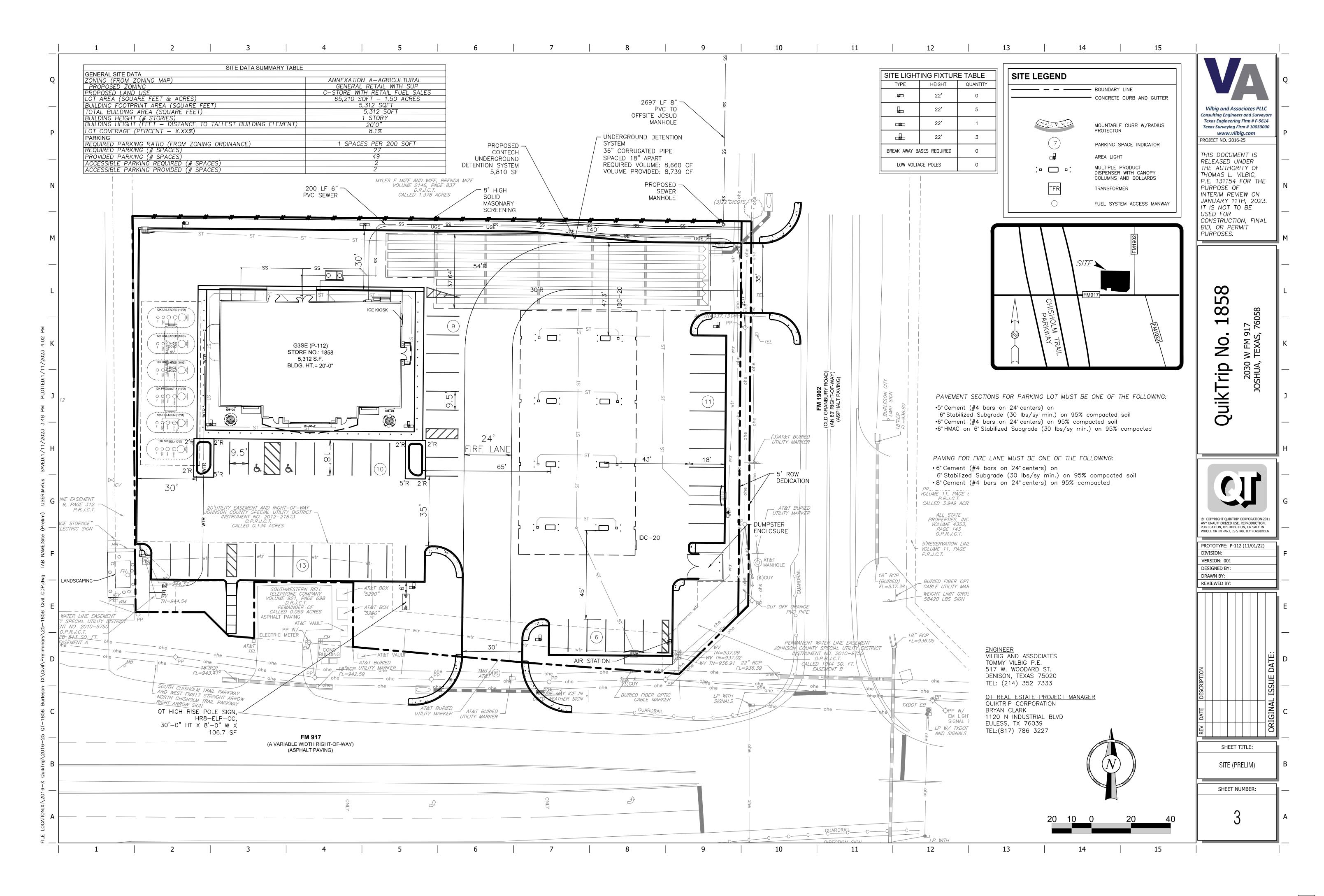
THENCE South 00 degrees 00 minutes 36 seconds West, with the south line of said called 1.521 acre tract of land and with the west line of said called 0.059 acre tract of land, a distance of 28.32 feet to a 1/2 inch capped iron rod (illegible) found for an external angle point of said called 1.521 acre tract of land and being in said existing northerly right-of-way line of said FM 917;

THENCE North 85 degrees 17 minutes 31 seconds West, with said existing northerly right-of-way line of FM 917 and with the south line of said called 1.521 acre tract of land, a distance of 13.01 feet to a 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." found for an internal angle point of said existing northerly right-of-way line of FM 917 and an external angle point of said called 1.521 acre tract of land;

THENCE North 45 degrees 09 minutes 26 seconds West, with said existing northerly right-of-way line of FM 917 and with the south line of said called 1.521 acre tract of land, a distance of 17.01 feet to a 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." found for an external angle point of said existing northerly right-of-way line of FM 917 and an internal angle point of said called 1.521 acre tract of land;

THENCE North 89 degrees 45 minutes 16 seconds West, with said existing northerly right-of-way line of FM 917 and with the south line of said called 1.521 acre tract of land, a distance of 35.00 feet to a 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." found for the southwest corner of said called 1.521 acre tract of land and for the southeast corner of said called 6.523 acre tract of land, said 3 inch aluminum disk stamped "TEXAS DEPARTMENT OF TRANSPORTATION R.O.W." being in the east line of said Lot 1;

THENCE North 00 degrees 28 minutes 26 seconds West, with the west line of said called 1.521 acre tract of land, with the east line of said called 6.523 acre tract of land and with the east line of said Lot 1, a distance of 200.46 feet to the POINT OF BEGINNING and containing 66,191 square feet or 1.520 acres of land, more or less.





City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Director of Development Services

MEETING: March 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 and February 20,2023 City Council meetings)

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).

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Location:

35.20 acres

Applicant:

Nicholas Balsamo (Kalterra)

Item for approval:

Zoning Change Ordinance (Case 22-131)

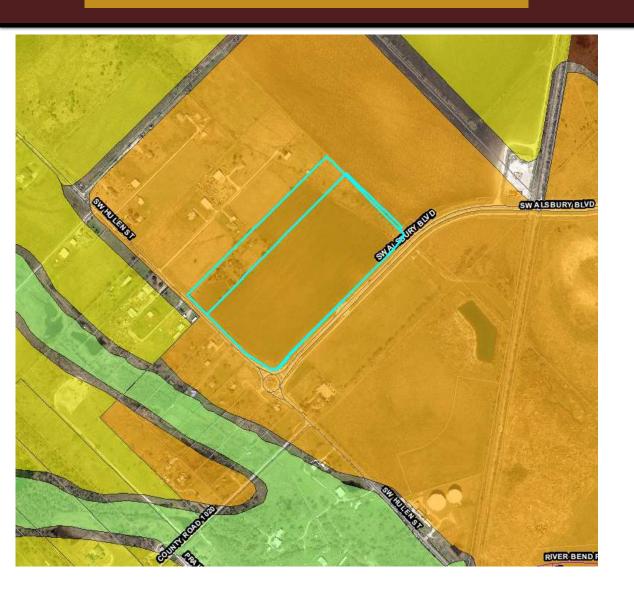


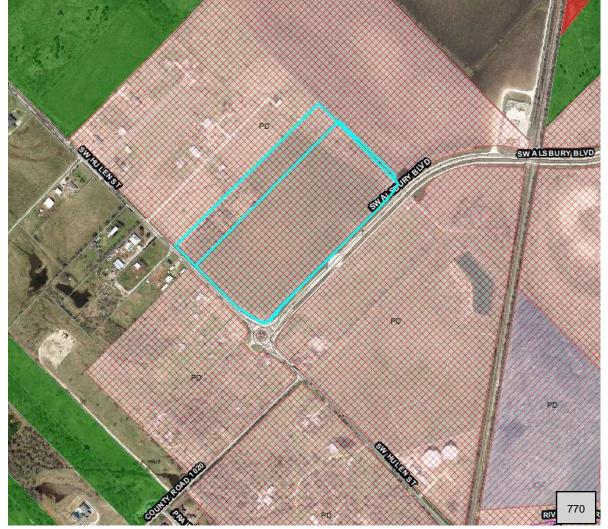
Comprehensive Plan

Transit Oriented District (TOD)

Zoning

PD (Ord. D-065-06)





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. 771

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.



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.

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.

Legend

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

Published in newspaper Signs Posted on the property



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



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, Mayo		
	City of Burleson, Tex	Kas	
ATTEST:	APPROVED AS TO	APPROVED AS TO FORM & LEGALITY	
Amanda Campos, City Secretary	E. Allen Taylor, Jr., C	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-stor 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.
- **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.

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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. <u>Home Occupations</u>. 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:
 - 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. <u>Architecture</u>. 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. <u>Applicability of other Requirements the Zoning Ordinance</u>. 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 <u>not</u> 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. <u>Café Seating.</u> 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

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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. <u>Accessory Building Uses</u>. The massing and use of accessory buildings shall comply with those standards contained in the Burleson Zoning Ordinance.
- 6. <u>Prohibited Uses</u>. 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. <u>Location Generally</u>. Off-street parking shall not be located between the primary address of the building and the public right-of-way.
- 2. <u>Area within Hulen Street, Alsbury Street and the Railroad delineated in Exhibit 1</u>. 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. <u>Shared Parking.</u> 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.

a. Park

A natural area available unstructured recreation. A park may not framed by building shall frontages. Parks be composed paths, of trails, meadows, tree stands and open shelters. Parks may be linear, following natural corridors and waterways. The minimum size shall be fifteen (15) acres.



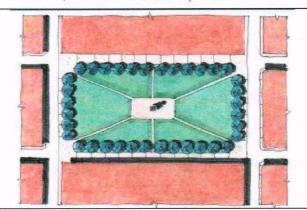
b. Green

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.



c. Square

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.

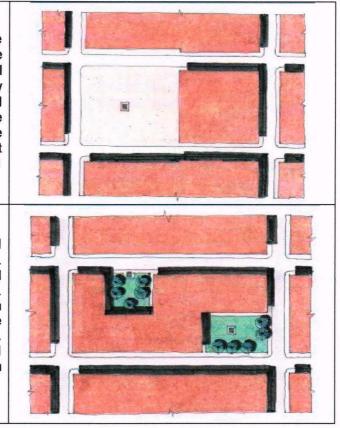


d. Plaza

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



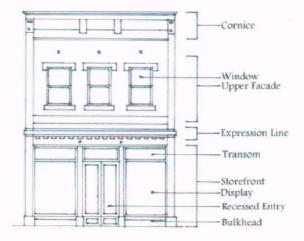
An open space designed and equipped for children's recreation. A playground shall be fenced and may include an open shelter. Playgrounds shall be located within residential areas and may be placed within a block as illustrated. They may included in parks and greens. There shall be no minimum or maximum size.



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) Cementatious-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: Cementatious-fiber clapboard (not sheets) with at least a 50-year warranty; brick; stone; manmade 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 cementatious 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.
- I. 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

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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. <u>Landscaping</u>. 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. <u>Dumpster Screening</u>. All freestanding dumpsters shall be screened on all four sides with an opaque closure measuring to a height at least six (5) 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

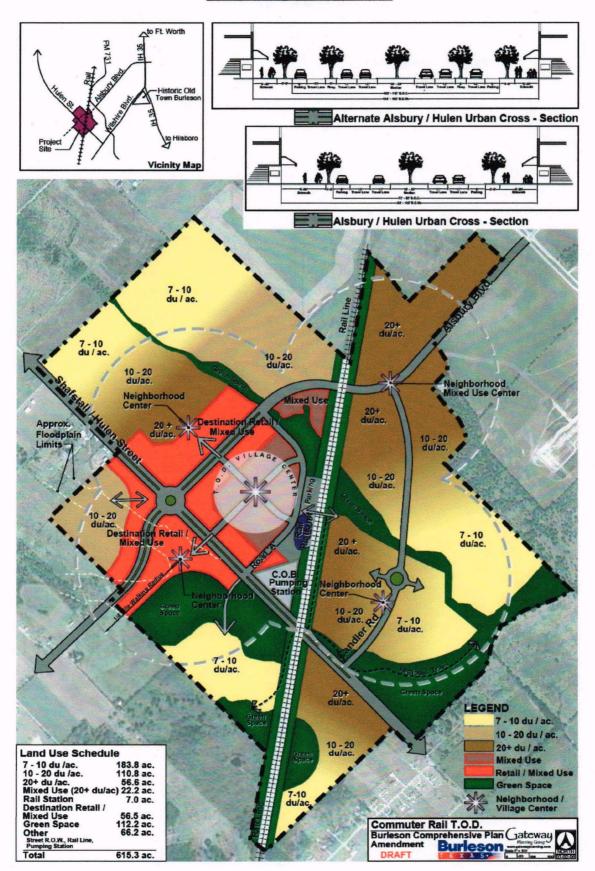


TABLE A - TOD STREET TYPE MATRIX

Stre Ty	eet pes (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'	10 20 10 10 10 10 10 10 10 10 10 10 10 10 10	Ali	
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'	3	All except non- residential, apartment, and Live-Work/ Urban Loft	
\$1W-40-18	One-way Street with Parking	10'	15	15'-20'	6-2 5 1 6 5 15-15	ΑII	
C-34-23	Two-way Court with Parking	10'	15	10'-25	10-25' 5 0 7 10 3ren	All except non- residential and apartment	
RA-20-14	Residential Alley (5)	15'	15	3'-7' or ? 16' (6)	rear of garage 7 3 14 3 5 route at side of garage.	All except non- residential and urban loft	
CA-20-20	Commercial Alley - Temporary Parking	15'	15	0'-5'	near of garage	All except House and Townhome/ Stacked Condo	
PA-138-62	Primary Arterial (AlsburyHulen)		35	varies	The state of the s	All except House	
PA-168-80	Primary Arterial (Alternative AlsburyHulen)	15'	35	varies		All except House	

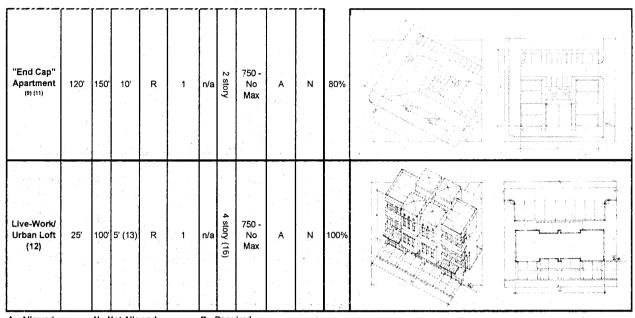
Explanatory Regulations:

- 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.
- 3 Trees denote required street trees.
- 4 The West TOD Zoning District Building Types Matrix establishes the building types and core uses allowed.
- 5 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

/-	oneones ment.	Los C Minim.	Minimum C. Minimum	Rear load	Off Street p	Car Per Disting Sp.	Maxis Sor B. Welling Uni Mining	Square Food (H)	Porch Dwelling	Accesson Depth	Maximum Squi	Prototypical Building Types
Types												Prototypical Building Types
Estate House	70'-80'	110'	5'	Α	2	10'	2 story	3000 - No max	A/6'	A(5)/ 1000'	50%	
Large House	60'-69'	110'	5'	Α	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



A - Allowed

1 - Not Allowe

- 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 snall 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 comercial streets with a specific use permit and if the ground floor is constructed to meet requirements of the Americans with Disabilities Act and applicable comercial 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, Hulen and the Railroad ROW.
- (13) No side yard required for urban buildings within the area bounded by Alsbury, Hulen 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 2006 day of Ward 2006

ATTEST:

First Reading: 3/9/00

Exhibit A Zoning Map

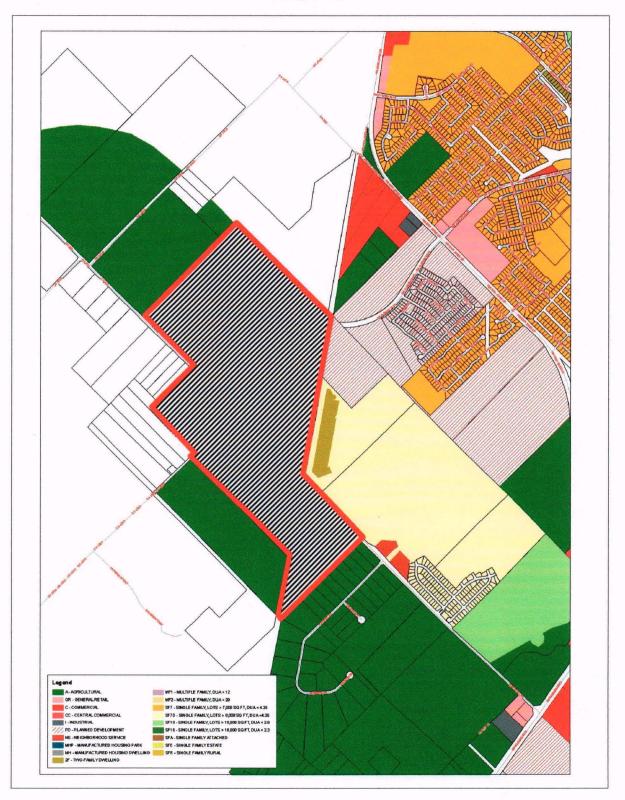


Exhibit B Metes and Bounds Description

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;

Ordinance D-065-06 Page 16 of 16 March 23, 2006

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):

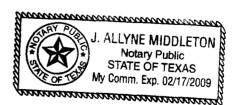
March 29 + April 2,2006

Authorized Officer or Employe

SUBSCRIBED AND SWORN TO BEFORE ME on this day of March

__, 20**0** 6

Allyne 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 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.

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

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

B - 3129, 4102 - ord D-065-06



City Council Regular Meeting

DEPARTMENT: Parks and Recreation

FROM: Jen Basham, Director of Parks and Recreation

MEETING: March 20, 2023

SUBJECT:

Consider approval of a resolution authorizing street closures for the upcoming Honey Tour community event. (Staff Contact: Jen Basham, Director of Parks and Recreation)

SUMMARY:

Honey Tour is a bike race that has been hosted by the Chamber of Commerce for over 20 years. The event consists of multiple bike races ranging from 7-67 miles. This will be the first year the race has been held since 2019. The Honey Tour has traditionally brought thousands of racers and their families to Burleson for the event. In 2022, The Chamber of Commerce invited the City of Burleson to partner in order to create a signature special event that enhances the race. The partnership was approved by Parks board (February 10, 2022) and City Council (March 7, 2022). Additions will include a multi-day carnival, live music, and vendors. The carnival is a multi-day festival and will require street closures beginning May 23, 2023. Street closures include:

Renfro to Bransom, Renfro to Warren Warren to Ellison Ellison to Johnson Bransom to Ellison

All impacted businesses have been briefed and provided with details regarding the street closures. All old town businesses were personally met with to discuss any questions or feedback prior to bringing this item forward.

OPTIONS:

- Approve as presented.
- 2) Approve with changes.

3) Deny

RECOMMENDATION:

Approved as presented

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

FISCAL IMPACT:

Budgeted Y/N: N

STAFF CONTACT:

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



BTX Honey Tour Carnival

City Council: March 20, 2023

Staff Presenter: Jen Basham, Director of Parks and Recreation



Agenda

- 1 Background
- 2 Event Details
- 3 Carnival Site Plan
- 4 Additional Information
- 5 Options

Background



- Honey Tour is a bike race that has been hosted by the Chamber of Commerce for over 20 years.
- The event consists of multiple bike races ranging from 7-67 miles. This will be the first year the race has been held since 2019. The Honey Tour has traditionally brought thousands of racers and their families to Burleson for the event.
- In 2022, The Chamber of Commerce invited the City of Burleson to partner in order to create a signature special event that enhances the race.
- The partnership was approved by Parks board (February 10, 2022) and City Council (March 7, 2022). Additions will include a carnival, live music, and vendors.



Partnership areas



• Chamber

• Manage all aspects of the race

City

- Carnival
- Food Trucks
- Merchants
- Entertainment

• Collaboration

- Marketing & Branding
- Sponsorships (split by area)
- Community involvement
- Volunteers



Event Information

Carnival will be brought in by vendor, Carnival Americana, to host a 4-day carnival for the community in conjunction with the Burleson Chamber's signature Honey Tour Bike Race.

• Event Dates: May 25, 2023 - May 28, 2023

- Proposed carnival hours of operations are as follows: Close time will be established by City personnel.
- Thursday, May 25, 2023 (Soft opening): 5pm 10:00pm
- Friday, May 26, 2023: 5pm 10:00pm
- Saturday, May 27, 2023: 12pm 10:00pm
- Sunday, May 28, 2023: 12pm 10:00pm

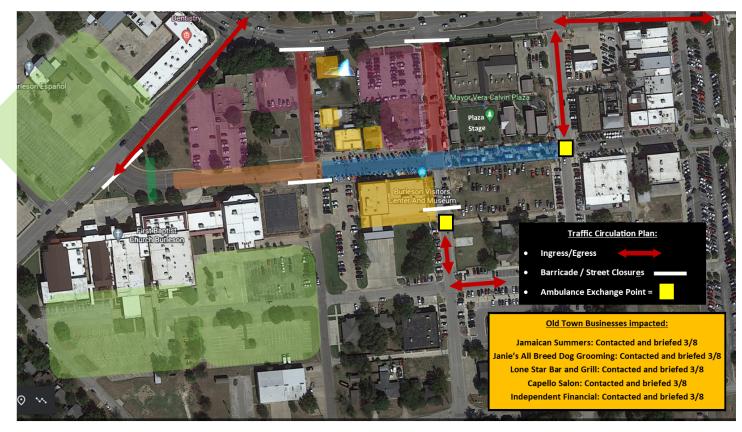
• The site plan includes:

- Large carnival featuring 9-10 amusement carnival rides, a variety of carnival style games, and food vendors. The Parks and Recreation department will also organize on stage performances, live music, and local vendors to take part in the event.
- Location: Old Town Burleson



Carnival Site Plan

Proposed road closures include: Renfro to Bransom, Renfro to Warren, Warren to Ellison, Ellison to Johnson, and Bransom to Ellison



Event Key





Rides





Stage





Food

- Public safety: Burleson Police and Fire
 Department has reviewed and are
 comfortable with this plan from a logistics
 and safety component. Traffic circulation
 plan was created by City of Burleson traffic
 engineer.
- Communication with Old Town

 Businesses: Impacted Old Town businesses
 have been briefed of the upcoming event.

Phased closure approach will begin Tuesday, May 23, 2023 and will begin with parking lot closures. Full street closures will take effect Thursday, May 25, 2023.

Additional Information



- Impacted Old Town businesses have been briefed and are in support of the event
 - Jamaican Summers: Richard Williams, Owner Briefed on 3/8
 - Janie's All Breed Dog Grooming: Janie Ducey, Owner Briefed on 3/8
 - Lone Star Bar and Grill: Randy Page, Owner Briefed on 3/8
 - Capello Salon: Julie Garrett, Owner Briefed on 3/9
 - Independent Financial Bank: Branch Assistant Manager, May Lok -Briefed on 3/8

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Courtesy notices with all pertinent event information were also provided to all local Old Town businesses on March 8, 2023.

Virtual version of business notification memo and event map will be accessible for community on City website.

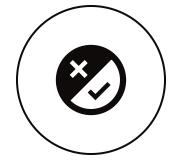
Options

Consider approval of a resolution approving street closures for the upcoming Honey Tour community event.

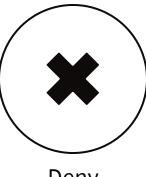
Staff Recommendation



Approve as presented



Approve with changes



Deny

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON STREET CLOSURES NECESSARY FOR THE HONEY TOUR CARNIVAL COMMUNITY EVENT IN EXHIBIT A.

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

WHEREAS, under Chapter 70 of the Code of Ordinances, a public event permit is not required for events managed entirely by the City; and

WHEREAS, the City is managing a Honey Tour carnival event from May 23, 2023, through May 29, 2023, and such event will be managed entirely by the City; and

WHEREAS, the City's Parks and Recreation Department requests certain streets in the city limits be closed at certain times for the Honey Tour carnival event; and

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

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

Section 1.

The City Manager or his appointee(s) is authorized to provide approval of necessary street closures for the Honey Tour carnival event as set forth 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.							
		Chair Eletchen Meyen	_						
		Chris Fletcher, Mayor							
		City of Burleson, Texas							
ATTEST:		APPROVED AS TO FORM:							
Amanda Campos, City Secretar		E. Allen Taylor, Jr., City Attorney	_						
Amanda Campos, City Secretar	. y	L. Allen Taylor, Jr., City Attorney							

RESOLUTION PAGE 1 OF 1

EXHIBIT A:

Street closures necessary for the Honey Tour carnival event beginning, May 23, 2023 through May 29, 2023:

Closure times:

The closure time may be as early as 7:00am on May 23, 2023 through May 29, 2023 at 7:00am.

• Street Closure 1: W. Ellison Street

- o Starting intersection point: SW Johnson Ave.
- o Ending intersection point: N. Warren St.

• Street Closure 2: Bransom Street

- o Starting intersection point: E. Renfro Street
- o Ending intersection point: W. Ellison Street

• Street Closure 3: N. Warren Street

- o Starting intersection point: E. Renfro
- o Ending intersection point: W. Ellison



City Council Regular Meeting

DEPARTMENT: Public Works

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

MEETING: March 20, 2023

SUBJECT:

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

SUMMARY:

Southwest Hulen St. is an existing two-lane asphalt roadway with right and left turn lanes at the intersection of Greenridge Dr. This project will include design of approximately one mile of roadway from State Highway 174 to the intersection of Candler Dr.

With this full design contract the consultant shall provide a preliminary design report containing section options and context sensitive design recommendations. These design options will be based on the collected traffic, environmental, geotechnical, utility, and survey data, along with future anticipated traffic needs.

It is anticipated that this expansion could result in a 120' right-of-way section with an ultimate six-lane roadway including a 10' shared use path on each side. Acquisition of right-of-way and relocation of Bethesda water and natural gas line are anticipated. This design may result in a phased plan set with the first including all utility work, large median divided four-lane roadway with 10-foot shared use path(s). The second phase (to be fully designed in the future) would include the future expansion into the median for the two additional lanes, creating the ultimate six-lane roadway section. This contract also includes right-of-way acquisition support, landscape design, and extensive subsurface utility engineering.

Utility improvements include both water and sanitary sewer improvements. Water improvements include the design of a new 16-inch lower pressure plane transmission water line parallel to the existing 16-inch water line along Hulen St. from the existing 16-inch on the south side of the BNSF railroad (no railroad coordination anticipated) to the existing 12-inch water line near Wilshire Blvd. Sanitary sewer improvements include extending an 8" sanitary sewer main from SH174 north approximately 500 linear ft. along Hulen St., as well as continuations of Candler Dr. and Potomac Dr. sanitary sewer lines which will cross beneath Hulen St.

The project schedule anticipates completing design in Spring 2024.

OPTIONS:

- Approve a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413.
- Deny a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413.

RECOMMENDATION:

Approve a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413.

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

N/A

FISCAL IMPACT:

Project #: ST2306

Fund Name: Street & Drainage Bond

Full Account #s: 360-7500-439.32-02 360-7500-439.70-01 360-7500-439.72-98

Amount: \$150,558 \$542,838 \$796,849

Project #: ST2301

Fund Name: GO Street & Drainage Bond

Full Account #s: 365-7500-439.32-02

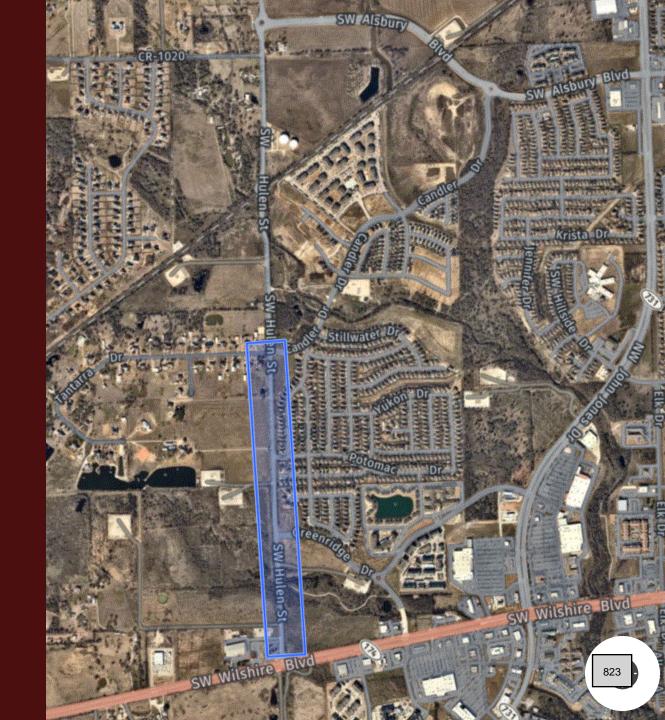
Amount: \$617,168.00

STAFF CONTACT:

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

SWHULEN ST. WIDENING - CANDLER DR. TO SH 174

Professional Services Agreement



PROPOSED PROFESSIONAL SERVICES AGREEMENT

Teague Nall and Perkins selected through a procurement process to provide design services at negotiated fee of \$2,107,413 and major contract elements include:



PRELIMINARY ENGINEERING DESIGN REPORT



SUBSURFACE UTILITY ENGINEERING & COORDINATION



CONSTRUCTION ADMINISTRATION



TOPOGRAPHIC SURVEY



FLOOD STUDY



ROW ACQUISITION SUPPORT



GEOTECHNICAL INVESTIGATION

*CMJ Engineering



ENVIRONMENTAL EVALUATION

*IES- Integrated Environmental Solutions



LANDSCAPE DESIGN





CURRENT FUNDING SUMMARY

As presented and adopted in the current budget August 4, 2022

General Government 5-Year CIP Plan (as presented and adopted August 2022) 2022 GO Bond Program

Project	2023	2024	2025	2026	2027	Total
CR 1020 (Alsbury) Widening (design)	\$2,500,000				-	\$2,500,000
Hulen at Wilshire Intersection			\$200,000	\$1,501,027		\$1,701,027*
Hulen Widening (SH174 to Candler)			\$1,800,000	\$6,003,653		\$7,803,653

^{*} This project also has \$1,600,000 today in pre-2022 GO Bond Program funding for a total of \$3,301,027

Additional Capital Projects (as presented and adopted August 2022)

Project	2023	2024	2025	2026	2027	Total
Alsbury Design and ROW Acquisition (additional to GO Bond project)		\$1,833,091			-	\$1,833,091
Hulen 4-Lane Expansion (additional to GO Bond project)				\$3,630,029		\$3,630,029

CURRENT FUNDING SUMMARY

Combined Current Funding Summary

Project	Previous	2023	2024	2025	2026	2027	Total
Alsbury Phase 3 Expansion to CR 914 (Project ST2301)		\$2,500,000	\$1,833,091			-1	\$4,333,091
SW Hulen St. Widening – Candler Dr. to SH 174 (Project ST2306)	\$1,600,000			\$2,000,000	\$7,504,680		\$11,104,680

- PROJECT NAMES CLARIFIED
- HULEN PROJECTS COMBINED FOR ECONOMY OF SCALE AND EFFICIENCY
- PROJECT FUNDING (\$600,000) PROPOSED TO BE SHIFTED TEMPORARILY FROM ALSBURY PHASE 3 TO HULEN IN ORDER TO ADVANCE THE HULEN SCHEDULE
- NEXT CIP UPDATE (FY24 BUDGET PROCESS) ANTICIPATES RESTORING THE SHIFTED FUNDS AND ADVANCING HULEN FUNDING FROM 2025 AND 2026 TO 2024 AND 2025

PROJECT SUMMARY

THIS ITEM

DESIGN PROCUREMENT

Fall 2022; Teague Nall and Perkins selected

DESIGN

Spring 2023 - Spring 2024

CONSTRUCTION

Summer 2024 - Summer 2026

COMPLETE

SCOPE & FEE NEGOTIATIONS

Winter 2022/2023

PROPERTY ACQUISITION

Winter 2023 - Spring 2024



OPTIONS

RECOMMENDED



APPROVE

Approve a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413



DENY

Deny a professional services agreement with Teague Nall and Perkins, Inc. for the design of the SW Hulen Street Widening – Candler Dr. to SH174 project in the amount of \$2,107,413



PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES.

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

2. <u>TERM.</u>

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

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Two Million One Hundred Seven Thousand Four Hundred Thirteen Dollars (\$2,107,413 and 0/100) in accordance with the fee schedule incorporated herein as **Attachment A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

4. <u>TERMINATION.</u>

Professional Services Agreement Page 1

4.1. Written Notice.

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

4.2 <u>Non-appropriation of Funds.</u>

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

4.3 <u>Duties and Obligations of the Parties.</u>

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

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

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

7. INDEPENDENT CONTRACTOR.

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

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

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

8.2 Indemnification.

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

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

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

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

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9. ASSIGNMENT AND SUBCONTRACTING.

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

10. <u>INSURANCE.</u>

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

10.1 Coverage and Limits

(a) Commercial General Liability \$1,000,000 Each Occurrence \$1,000,000 Aggregate

(b) Automobile Liability

\$1,000,000 Each accident on a combined single limit basis or \$250,000 Bodily injury per person \$500,000 Bodily injury per person per occurrence \$100,000 Property damage

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

(c) Worker's Compensation

Statutory limits Employer's liability

\$100,000 Each accident/occurrence \$100,000 Disease - per each employee \$500,000 Disease - policy limit

This coverage may be written as follows:

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

(d) Errors & Omissions (Professional Liability):

\$1,000,000 Per Claim and Aggregate

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

10.2 Certificates.

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

10.3 Additional Insurance Requirements.

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

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

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

12. NON-DISCRIMINATION COVENANT.

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

13. NOTICES.

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

To CITY:

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

To CONSULTANT:

Teague Nall and Perkins, Inc.			
Attn: Ryan Jones			
5237 N. Riverside Drive			
Fort Worth	TX	76137	

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

Professional Services Agreement

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

17. <u>SEVERABILITY.</u>

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

18. FORCE MAJEURE.

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. <u>SIGNATURE AUTHORITY.</u>

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

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

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

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27. NON-EXCLUSIVITY.

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

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

30. OWNERSHIP OF DOCUMENTS.

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

31. <u>COUNTERPARTS: PDF SIGNATURES</u>.

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

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SIGNATURE PAGE

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

CITY OF BURLESON:	Teague Nall and Perkins, Inc.	
By:	By:	
Name:_	Name: Jonathan Bengfort, PE,	
Title:	Title: Director of Engineering Services	
Date:	Date: 3/10/2023	
APPROVED AS TO FORM:	<u>`</u>	
By:		

ATTACHMENT A

I. Scope of Services

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Updated 02/28/23

Attachment 'A'

ITEMIZED SCOPE OF SERVICES

DESIGN AND CONSTRUCTION SERVICES FOR

HULEN STREET WIDENING (SH 174 TO CANDLER DRIVE)

CITY OF BURLESON

GENERAL PROJECT DESCRIPTION:

The scope set forth herein defines the work to be performed by the CONSULTANT in completing the project. Both the CITY and CONSULTANT have attempted to clearly define the work to be performed and address the needs of the Project.

WORK TO BE PERFORMED

Consultant shall provide survey, subsurface utility engineering (SUE), geotechnical, environmental, ROW acquisition, design, bidding, and construction administration services for the project. The limits of the project are generally along Hulen Street from SH 174 (Wilshire Blvd) to Candler Drive, with new 16" water transmission line improvements extending farther north to the south ROW of BNSF railroad. The project includes approximately 5,200 LF of roadway improvements; approximately 4,500 LF of storm drainage improvements; one multi-box culvert crossing; approximately 4,500 LF of landscaping and illumination improvements; approximately two miles of sidewalk improvements; approximately 7,000 LF of 16" water improvements; approximately 600 LF of 8" water improvements; and approximately 1,000 LF of 8" sanitary sewer improvements.

The following tasks have been identified for inclusion as Basic Services:

- Task 1. Preliminary Design Report
- Task 2. Subsurface Utility Engineering
- Task 3. Utility Coordination
- Task 4. Topographic and Boundary Survey
- Task 5. ROW/Easement Documents
- Task 6. Infrastructure Design
- Task 7. Flood Study
- Task 8. Median Landscaping and Irrigation Design
- Task 9. Bid Phase Services
- Task 10. Geotechnical Investigations

The following tasks have been identified for inclusion as Special Services and shall require advance authorization in writing by the City's Project Manager:

- Task 11. Public Involvement
- Task 12. ROW Acquisition
- Task 13. LOMR

- Task 14. Parkway Landscaping and Irrigation Design
- Task 15. TxDOT LOSA Process
- Task 16. Environmental Services for WOUS Delineation & Permit Assessment
- Task 17. Environmental Services for Cultural Resources Pedestrian Survey
- Task 18. Environmental Services for TxDOT LOSA Process
- Task 19. Environmental Services for Pre-Construction Notification (PCN) with USACE

COMPENSATION:

Compensation to be on a basis of the following:

- 1. BASIC SERVICES: The CITY agrees to pay the Consultant as follows:
 - a. Preliminary Design Report (Task 1) shall be performed for this fixed fee amount of **\$83,775**. The services to be provided are further outlined in Exhibit 'A'.
 - b. Subsurface Utility Engineering (Task 2) shall be performed for this fixed fee amount of \$105,855. The services to be provided are further outlined in Exhibit 'A'.
 - c. Utility Coordination (Task 3) shall be performed for this fixed fee amount of **\$54,080**. The services to be provided are further outlined in Exhibit 'A'.
 - d. Topographic and Boundary Survey (Task 4) shall be performed for this fixed fee amount of **\$83,595**. The services to be provided are further outlined in Exhibit 'A'.
 - e. ROW/Easement Documents (Task 5) shall be performed on a unit cost basis with a not-to-exceed budget \$75,000. The services to be provided are further outlined in Exhibit 'A'.
 - f. Infrastructure Design (Task 6) shall be performed for this fixed fee amount of \$1,080,965. The services to be provided are further outlined in Exhibit 'A'.
 - g. Flood Study (Task 7) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of \$45,330. The services to be provided are further outlined in Exhibit 'A'.
 - h. Median Landscaping and Irrigation Design (Task 8) shall be performed for this fixed fee amount of \$77,470. The services to be provided are further outlined in Exhibit 'A'.
 - i. Bid Phase Services (Task 9) shall be performed for this fixed fee amount of \$10,300. The services to be provided are further outlined in Exhibit 'A'.

- j. Geotechnical Investigations (Task 10) shall be performed for this fixed fee amount of \$22,299. The services to be provided are further outlined in Exhibit 'A'.
- 2. **SPECIAL SERVICES:** The CITY agrees to pay the Consultant as follows:
 - k. Public Involvement (Task 11) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of \$18,000. The services to be provided are further outlined in Exhibit 'A'.
 - I. ROW Acquisition (Task 12) shall be performed on a unit cost basis with a not-to-exceed budget of **\$239,200**. The services to be provided are further outlined in Exhibit 'A'.
 - m. LOMR (Task 13) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of **\$29,710**. The services to be provided are further outlined in Exhibit 'A'.
 - n. Parkway Landscaping and Irrigation Design (Task 14) shall be performed for this fixed fee amount of **\$22,305**. The services to be provided are further outlined in Exhibit 'A'.
 - o. TxDOT LOSA Process (Task 15) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of \$32,685. The services to be provided are further outlined in Exhibit 'A'.
 - p. Environmental Services for WOUS Delineation & Permit Assessment (Task 16) shall be performed for this fixed fee amount of **\$6,600**. The services to be provided are further outlined in Exhibit 'A'.
 - q. Environmental Services for Cultural Resources Pedestrian Survey (Task 17) shall be performed for this fixed fee amount of \$29,700. The services to be provided are further outlined in Exhibit 'A'.
 - r. Environmental Services for TxDOT LOSA Process (Task 18) shall be performed on an hourly reimbursable basis with a not-to-exceed budget amount of \$39,600. The services to be provided are further outlined in Exhibit 'A'.
 - s. Environmental Services for Pre-Construction Notification (PCN) with USACE (Task 19) shall be performed for this fixed fee amount of \$19,800. The services to be provided are further outlined in Exhibit 'A'.
- DIRECT EXPENSES: The CITY agrees to pay the Consultant as follows:
 - a. A fee equal to 1.5% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or

memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP. Based on the proposed fees for engineering and surveying services, the anticipated fee associated with direct expenses is \$31,144. Any permit fees, filing fees, or other fees related to the project and paid on behalf of the CITY by TNP to other entities shall be invoiced at 1.10 times actual cost and is not included in the \$31,144 budget identified above.

- 4. **ADDITIONAL SERVICES:** The CITY agrees to pay the Consultant as follows:
 - a. Services provided by the CONSULTANT which are not specifically included in Basic Services as defined above or delineated in Attachment 'A' shall be reimbursed on an hourly basis at standard TNP hourly rates (Attachment 'B'). Examples of Additional Services are included in the Scope of Services (Attachment 'A').
- 5. **PAYMENT TERMS:** CITY shall be billed monthly for services rendered and pay upon receipt of invoice. Delays of transmitting payments to Consultant more than 30 days from invoice date may result in cessation of services until payment is received.

FEE SUMMARY:

Basic Services 1. Preliminary Design Report:	\$83,775	(Fixed Fee)
SUE Services:	\$105,855	(Fixed Fee)
3. Utility Coordination:	\$54,080	(Fixed Fee)
4. Topographic and Boundary Survey:	\$83,595	(Fixed Fee)
5. ROW/Easement Documents:	\$75,000	(Unit Cost)
6. Infrastructure Design:	\$1,080,965	(Fixed Fee)
7. Flood Study:	\$45,330	(Hourly Reimbursable)
8. Median Landscaping and Irrigation Design:	\$77,470	(Fixed Fee)
9. Bid Phase Services:	\$10,300	(Fixed Fee)
10. Geotechnical Investigations:	\$22,299	(Fixed Fee)
Special Services		
11. Public Involvement:	\$18,000	(Hourly Reimbursable)
12. ROW Acquisition:	\$239,200	(Unit Cost)
13. LOMR :	\$29,710	(Hourly Reimbursable)
14. Parkway Landscaping and Irrigation Design:	\$22,305	(Fixed Fee)
15. TxDOT LOSA Process:	\$32,685	(Hourly Reimbursable)
16. Env. WOUS Delineation & Permit Assessment	:\$6,600	(Fixed Fee)
17. Env. Cultural Resources Pedestrian Survey:	\$29,700	(Fixed Fee)
18. Env. for TxDOT LOSA Process:	\$39,600	(Hourly Reimbursable)
19. Env. for PCN with USACE:	\$19,800	(Fixed Fee)
Direct Expenses a. Direct Expenses:	\$31,144	(1.5% Fee)
Total	\$2,107,413	

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. The following reflects our understanding of the City's desired project schedule:

Project Milestone Schedule		
Project Milestone	Projected Completion	
Notice to Proceed	03.24. 3	
Survey and SUE Complete	05.12.23	
Alternative Analysis & Verifications	06.30.23	
Preliminary Design Report	07.28.23	
Conceptual (30%) Submittal	10.20.23	
City Review Complete	11.03.23	
Preliminary (60%) Submittal	01.12.24	
City Review Complete	01.26.24	
Pre- Final (90%) Submittal	04.05.24	
City Review Complete	04.19.24	
Final (100%) Submittal	05.31.24	
Construction Complete	March 2026	

It is understood and mutually agreed that the objective of all involved in this project is to produce and provide quality and complete information and deliverables, which requires a considerable amount of coordination and cooperation, as well as adequate time for research, analysis and development. It is also understood that Consultant's ability to perform the scope of service is dependent upon timely receipt of information and data from the CITY, as well as other requested materials as may be needed to complete the work. Adjustments in schedule may be required should information or data from the CITY become delayed or not provided in a timely manner. It is anticipated that the life of this service agreement will be no more than **thirty-six** (36) **months** after receiving the authorization to proceed. If necessary and mutually agreed in writing by both parties, the duration of the contract can be extended.

DETAILED SCOPE OF SERVICES:

TASK 1. PRELIMINARY DESIGN REPORT

CONSULTANT shall prepare the following items as part of the Preliminary Design Report:

- 1. Design Verification:
 - Lane Configuration CONSULTANT will perform traffic counts to determine current traffic volume. MTP data will be used to project future volumes. CONSULTANT will then perform capacity analysis using both current and projected traffic volumes to confirm the proposed 4-lane interim, 6-lane ultimate roadway lane configuration is warranted.
 - Water Transmission Main Sizing Obtain the latest version of the City's Water Master Plan and associated water models from City. Review the calculations, land use assumptions, and usage rates for concurrence. Utilize the provided model to confirm sizing of the new 16" lower pressure plane water transmission main.
 - Shannon Creek Culvert perform a floodplain analysis of South Shannon Creek in the area of the SW Hulen St. crossing to size the new culvert structure and evaluate alternatives to mitigate downstream impacts. (Performed under Task 7)

2. Alternative Analysis:

- Typical Section Evaluate conceptual design of Hulen Street for up to three (3) roadway typical section alternatives that consider different options for lane width, median width, and streetside elements to determine the preferred <u>project specific</u> typical section.
- Roadway Alignment Evaluate up to two (2) Hulen Street roadway alignment design alternatives. Develop conceptual layouts (plan view only) that depict each alternative for City review.
- ROW Study Provide summary tables of ROW needs for each design alternative.
 Summary tables will include an opinion of ROW acquisition costs for comparative purposes. ROW acquisition and buyout costs will be based on County appraisal district values with a multiplier, as agreed upon with the CITY.
- Landscaping Evaluate up to three (3) different options for landscaping and beautification associated with the preferred roadway typical section. CONSULTANT will provide section-perspective views rendered in 3D for each option. Landscaping options and renderings will consider both median and parkway beautification.
- 3. Engineering Summary Report including the following:
 - Conceptual layouts with typical sections for each roadway design alternative
 - Details of roadway design alternatives considered
 - Details of landscape alternatives considered

- Drainage configuration exhibits for design alternatives (Performed under Task 7)
- Details of drainage design alternatives (Performed under Task 7)
- Narrative summary of ROW study findings
- Pros and cons of design alternatives
- Conceptual opinions of probable construction cost (OPCC) of design alternatives and ROW acquisition.

4. Review Workshops:

• Participate in up to two (2) design alternative review workshops with the CITY to discuss design alternatives, refine and finalize the report, and identify the alternatives that will be included in the Project for conceptual (30%) design.

ASSUMPTIONS

- City will provide CONSULTANT models and data that have been previously collected/developed as part of the City's master plan to expedite the design verification process.
- Meetings: two design alternative review workshops; site visits and design coordination meetings on an as-needed basis.
- Alternative analysis and associated layouts shall include plan views only. (No vertical/profile analysis.)
- CONSULTANT shall not proceed with Conceptual (30%) Design activities without the CITY's authorization and selection of Conceptual Design alternative.

DELIVERABLES

- A. Engineering Summary Report with conceptual layouts and associated attachments. Electronic submittals. No hardcopies needed.
- B. Geometric layouts of design alternatives.
- C. Up to three (3) section perspective views rendered in 3D.
- D. Conceptual Opinions of Probable Cost

TASK 2. SUBSURFACE UTLITY ENGINEERING

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – CONSULTANT will provide utility information, up to QL-"B", for the following areas:

- A 200' wide section centered on the existing center line of Hulen Street from existing BNSF right of way north of Candler Dr to SH 174 (approximately 7,000 LF)
- A distance of 250' along each side street between the existing BNSF right of way and SH 174 (up to 2,000 LF total)
- Existing SH 174 from 250' northeast of Hulen St to 250' southwest of Hulen St (500 LF total)
- A 120' foot wide section along the east BNSF right of way line from Hulen St to 400' north of Hulen St (400 LF total)

This work includes:

- Requesting utility records on all crossing utilities from the CITY, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
- Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
- Marking all locations that can be validated, using paint, flags or other devices.
- Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
- Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.
- 2. Quality Level A Utility Test Holes Upon CITY approval, CONSULTANT will excavate by air-vacuum or other minimally invasive methods up to twenty (20) test holes.

This work includes:

- Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- Contacting the appropriate one-call system to request utilities to be marked on-theground prior to beginning excavation of test hole.
- Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements.

- If closures or additional traffic control equipment is needed other than signs and cones, additional direct expenses will be charged.
- Preparing documentation for each test hole attempted. This documentation will
 include the horizontal and vertical position of the targeted utility or structure, a
 general description of the target utility, with condition, material and general
 orientation noted, a generalized description of the material encountered in the test
 hole, and any other field observations noted during the excavation.

DELIVERABLES

- A. AutoCAD file containing the results of the SUE investigations.
- B. Test hole reports.

TASK 3. UTILITY COORDINATION

CONSULTANT will perform utility coordination services for the project as follows.

1. Utility Coordination Meetings

• The CONSULTANT shall coordinate and attend up to six (6) utility coordination meetings with the City and all utility entities. Utility coordination shall include the identification of utility conflicts, coordination, compliance with any applicable utility accommodation rules, and resolution of utility conflicts. The CONSULTANT shall coordinate all activities with the City, or their designee, to facilitate the orderly progress and timely completion of the Project's design

2. Contact Local Utility Companies

- A location map and or preliminary plans will be provided to the utility companies.
 These plans will be used by the utility companies to show approximate locations of
 their facilities that are, or may be, affected by the Project. The CONSULTANT shall
 continue to coordinate with the utility companies during the design process to help
 refine the location and limits of utilities and determine where relocations may be
 needed.
- Unless directed otherwise, the City shall be present at all meetings with the utility companies. CONSULTANT shall deliver to each of the utility companies, an electronic copy (or other submittal requirements as dictated by the utility company) of each Project Submittal for their review and comments.
- CONSULTANT shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the City at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - Type of facility;

- > Type and location of conflict, identified by station and offset
- Expected clearance date;
- Status;
- > Effect on construction;
- > Type of adjustment required;
- Expected clearance date (if applicable).

3. Review of Utility's Proposed Adjustments

- Identify acceptable corridor assignments for proposed utility relocations to clear planned improvements related to the City construction project.
- Evaluate Alternatives: The CONSULTANT shall evaluate alternatives in the adjustment of utilities balancing the needs of both the City and the Utility.
- Review Schedules: The CONSULTANT shall review up to ten (10) utility relocation schedules.
- Review up to ten (10) utility relocation plans for compliance with the proposed project. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

TASK 4. TOPOGRAPHIC AND BOUNDARY SURVEY

CONSULTANT will provide topographic and boundary survey services for the project as follows.

- CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for the proposed widening of Hulen Street from SH 174 to the existing BNSF railroad right-of-way, consisting of approximately 9,600 total LF. The design survey corridor width will be approximately 400 feet for the majority of the project area and will include adjoining streets and/or driveways.
- 2. The Survey will identify topography (one foot contours), visible features and above ground improvements including buildings, pavement, curbs, fences, trees, sidewalks, landscaped areas, and other pertinent features within the project area as necessary for engineering design. Up to six (6) cross sections will be captured along Shannon Creek at locations identified by Engineer. Benchmarks will be established within or near the project areas for use during the design and construction phases of the project. Upon completion of grading activities for Shannon Creek, CONSULTANT will perform additional field surveys to capture as-built elevations in support of the LOMR.
- 3. Texas811 will be notified to coordinate marking of underground utilities. However, lacking excavation, the exact location of underground utilities and features cannot be accurately, completely, and reliably depicted. In some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. Where additional or more detailed information is required, the CITY is advised that excavation may be necessary.

- 4. Existing boundary corners and property monuments will be located as necessary for a Registered Professional Land Surveyor to determine existing rights-of-way, property lines and easements within the project area, and to develop proposed right-of-way and easement documents, as required. The proposed right-of-way and easement corners will be monumented on the ground by 5/8 inch rebar with plastic caps stamped "TNP" or "TNP INC ESMT".
- 5. All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {North Central Zone No. 4202; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from RTK observations. Orthometric heights will be calculated by applying the Geoid 12B model to ellipsoid heights.
- CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

ASSUMPTIONS & DELIVERABLE

 AutoCAD Civil 3D file containing base map of topographic survey and boundary information.

TASK 5. ROW/EASEMENT DOCUMENTS

CONSULTANT will provide ROW and easement document preparation for the project as follows.

- 1. ROW Document Preparation
 - Prepare Exhibit A (metes and bounds description) and Exhibit B (Right-of-Way sketch) signed and sealed by a Texas Registered Professional Land Surveyor for up to 18 (eighteen) proposed ROW taking documents to CITY standards. Preparation of ROW documents above and beyond 18 shall be considered an Additional Service. (\$2,500 per each)
- 2. Permanent Easement Document Preparation
 - Prepare Exhibit A (metes and bounds description) and Exhibit B (easement sketch) documents signed and sealed by a Texas Registered Professional Land Surveyor for 15 (fifteen) proposed permanent easements to CITY standards. Preparation of permanent easement documents above and beyond 15 shall be considered an Additional Service. (\$2,000 per each)

TASK 6. INFRASTRUCTURE DESIGN

1. Data Collection

- The CONSULTANT will collect, compile, and evaluate available data from the City of Burleson and other entities that provide existing information related to the design of the Project.
- The CONSULTANT will make an effort to obtain as-built, record, and/or future plans for the following facilities in the Project area including:
 - Culvert
 - Roadway
 - Water Lines
 - Sanitary Sewer Lines
 - Storm Drain Lines
 - Telephone and Cable TV Underground and/or Overhead Lines
 - Gas Lines
 - Fiber Optic Lines (City, BISD, private, etc)
 - Other Utilities Known to Serve the Project Area
- The CONSULTANT will prepare a project base file using the surveyed topo, boundary, subsurface utility designations.

2. Project Management

- Managing the Team
 - Lead, manage and direct design team activities
 - Ensure quality control is practiced in performance of the work
 - Communicate internally among team members
 - Task and allocate team resources
- Communications and Reporting
 - Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
 - Conduct review meetings with the CITY at the end of each design phase.
 - Conduct site visits on an as-needed basis for investigations and coordination during the design process.
 - Prepare and submit monthly progress reports in the format requested by the CITY.

- Prepare and submit an anticipated Project Schedule. Provide schedule updates as the Project progresses through the design process.
- Coordinate with CITY, utilities, property owners, TxDOT and other agencies and entities for the planning and design of the proposed infrastructure, and provide and obtain information needed to prepare the design.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the CONSULTANT or any of its sub-consultants shall carry readily available information identifying the name of the company and the company representative.

TxDOT Coordination and Requirements

• The Project involves TxDOT facilities and will require coordination and review by TxDOT Fort Worth District staff. The design shall conform to criteria and guidelines from current TxDOT Roadway Design Manual, PROWAG, and TxDOT Standards for portions of the project bounded or connecting to TxDOT ROW. The CONSULTANT makes no warranty that TxDOT policy will be applied uniformly to any of the projects. Additional project requirements or coordination from TxDOT for any project is considered additional services.

LOSA Determination

 TxDOT Fort Worth district has indicated that a Local On-System Agreement (LOSA) needs to be evaluated for the Hulen Street at SH 174 intersection connection. The CONSULTANT will assist the City in coordinating and providing the required information for TxDOT to determine if a LOSA agreement will be required. TxDOT LOSA Process submittal and coordination requirements are under special services Task 15.

3. Roadway Design

Roadway design for this project shall generally include the reconstruction of Hulen Street from an existing two-lane rural asphalt road to an expanded 4-lane interim (6-lane ultimate) urban divided road. The project will also include the expansion of the intersection with SH 174 (Wilshire Blvd) to its ultimate lane configuration (three northbound lanes with a dedicated right turn lane off of SH174, three southbound lanes, dual left turn lanes, and one dedicated right turn lane.)

This expanded 140' right-of- way section at the intersection will continue for 250 linear feet then have 250 linear feet to taper down to the ultimate six lane right-of-way width of 120'.

The project shall obtain the ultimate right-of-way width from SH174 to Candler Dr. from the intersection to Candler Dr. and design a median divided four-lane roadway with sidewalk. Sidewalk width to be determined with the preliminary design report.

Specific design elements are further outlined as follows.

Finalize Design Elements

• Finalize Vertical & Horizontal Alignments

The CONSULTANT shall base design on the preferred design alternatives selected by the City during the Preliminary Design Report phase. CONSULTANT shall finalize horizontal, vertical, and cross-sectional design elements for all roadways. All design shall be American Disabilities Act Accessibility Guidelines and Texas Accessibility Standards (ADAAG/TAS) compliant, as applicable.

• Traffic, Intersection, and Access Management Design

Determine and develop proposed traffic element modifications such as turn lane limits and locations, median opening locations, driveway geometrics, and intersection geometrics.

Typical Sections

Develop final proposed typical sections for all roadways. Typical sections shall include representations of the various proposed conditions, such as pavement materials and thickness, cross-slopes, side slopes, number of lanes, lane widths, retaining wall locations, shoulder widths, clear zones, border width, sidewalk locations, and right-of-way width.

<u>Driveway Profiles / Cross Sections</u>

Analyze all driveways within the project and develop driveway profiles as needed to ensure that driveways function as intended. (For example, residential driveways will be designed to accommodate passenger cars, commercial driveways will be designed to accommodate trucks). Delineate the limits of construction outside of the right-of-way as needed to secure an adequate driveway profile. Driveways shall be ADAAG/TAS compliant, as applicable.

Side Street Profiles

Develop profiles for each side street and analyze each for accessibility to trucks and buses. Delineate the limits of construction necessary to develop a suitable profile.

Intersection Layouts

Develop plan layouts for each side street and analyze each for positive drainage while identifying proposed elevations along each radius return to ensure acceptable intersection design.

4. Water & Sanitary Sewer Design

- Water improvements include the design for:
 - Approximately 7,000 LF of new 16-inch lower pressure plane transmission water line parallel to the existing 16-inch water line along Hulen St. from the existing 16-

inch on the south side of the BNSF railroad (no railroad coordination anticipated) to the existing 12-inch water line near SH174.

- Extending approximately 425 LF of 8" water line along Hulen from SH 174 north to Torres property and plug for future line looping on the west side of the road.
- Approximately 150 LF of continuation of Greenbridge Dr. 8" water line which shall cross perpendicular beneath Hulen Street. Plug for future connection to the west.
- Sanitary sewer improvements include the design for:
 - Extending 8" sanitary sewer main from SH174 northwest approximately 550 LF along Hulen Street and set a new manhole on the north side of existing gas well drive.
 - Approximately 450 LF of continuation of Candler Dr., Potomac Dr., and Greenbridge Dr. 8" sanitary sewer lines which shall cross perpendicular beneath Hulen Street.

Total water improvements anticipated include approximately 7,600 LF of water line ranging from 8" diameter to 16" diameter. Total sanitary sewer improvements include approximately 1,000 LF of 8" wastewater line. The design of the replacement lines shall be in accordance with the City's criteria as well as the requirements of TCEQ (i.e. TAC Title 30, Chapters 217 and 290). The water and wastewater improvements shall include the following:

Overall project water layout sheets

The water layout sheet shall identify the proposed water main improvement/ existing water mains in the vicinity and all water appurtenances along with pressure plane boundaries, valves, and fire hydrants.

Overall project sewer layout sheets

The sewer layout sheet shall identify the proposed sewer main improvement/ existing sewer mains in the vicinity and all sewer appurtenances

- Coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, valves, mainline fittings, etc., in the same coordinate system as the Control Points.
- Bearings will be given on all proposed centerlines, or baselines.
- Water Plan and Profile sheets (12" and larger)- which show the following:
 - a. proposed water plan/profile and recommended pipe size
 - b. fire hydrants
 - c. water service lines and meter boxes
 - d. gate valves and isolation valves
 - e. existing meter and sizes
 - f. existing fire line locations
 - g. existing utilities and utility easements

- h. legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
- Sewer Plan and profile sheets which show the following:
 - a. proposed sewer plan/profile and recommended pipe size
 - b. manhole locations
 - c. existing service lines
 - d. existing utilities and utility easements
 - e. legal description (Lot Nos., Block Nos., and Addition Names) along with property ownership shall be provided on the plan view.
- The CONSULTANT will prepare special details for water and sewer line installation and/or replacement that are not already included City's standard details. These may include connection details between various parts of the project, tunneling details, boring and jacking details, relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

5. Drainage Design

The drainage analysis and design for the Project shall be in accordance with the City's Design Standards Manual and shall include an analysis of the existing and proposed drainage within the Project limits, and design of drainage improvement plans as necessary for compliance with current City's standards.

Preliminary Drainage Design

- <u>Drainage Area Mapping</u> Delineate drainage area boundaries based on topographic survey, record drawings, site inspection, and other suitable topographic maps and records (if available). Compare watershed boundaries and limits to information found in the City's latest Drainage Study, if available.
- <u>Calculate Drainage Area Runoff</u> It is anticipated that runoff associated with storm drain and inlets will be calculated using the rational method and runoff associated with South Shannon Creek will be calculated using the SCS method.
- <u>Existing Capacities</u> Utilizing topographic survey and record drawing information, calculate the existing street, ROW, inlet, and storm drain capacities within the Project limits. Compare calculated runoff with existing capacities and historical flooding/drainage issue records.

Final Drainage Design

Sub Area Mapping and Inlet Sizing - (StormCAD or other approved method). Subdivide the overall drainage areas into sub-areas and calculate the discharge directed to each proposed inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to obtain acceptable water spread widths within the roadway. Prepare a drainage area map identifying all sub-areas.

- <u>Storm Sewer Sizing</u> (StormCAD or other approved method). Size a network of storm sewers to collect inlet flows and route the discharge to the locations selected in the alternative development stage. Prepare hydraulic data sheets for inclusion in the plans.
- Storm Sewer Plan and Profile Prepare storm sewer plan and profile sheets depicting storm sewer, inlets and manholes necessary to drain the facility and convey the runoff to the designated discharge points. The storm sewer plan profiles will be consistent with the hydraulic computations developed using StormCAD or other approved method, and the City's latest drainage criteria. Inlets, manholes and junctions will be in accordance with City's standard details. Prepare layouts at 1" = 20' horizontal and 1" = 4' vertical on 22"x34" plan sheets unless otherwise directed.
- <u>Culvert Plan and Profile</u> Prepare culvert plan and profile sheet depicting the
 culvert crossing at South Shannon Creek. Culvert plan and profile sheet will include
 design details for pipe/box, headwalls, grading, and armoring and will be
 designed in accordance with City and/or TxDOT standard details.
- <u>Culvert Hydraulic Data</u> Prepare hydraulic data sheet for the culvert for inclusion in the plans. Effort for culvert hydraulics and sizing is provided under Task 7.
- <u>Special Inlet Details</u> Prepare custom details to clarify construction details of non-standard inlets, if needed.
- <u>Miscellaneous Drainage Details</u> Prepare plan details necessary to clarify the construction requirements of the drainage facilities.
- Assemble Applicable Standards Identify and acquire all applicable standards.
 Modify standards as needed. Plot sheets and incorporate into the plans.

6. Roadway Illumination Design

Roadway illumination plans will be provided for up to 4,400 LF of Hulen Street between SH 174 (Wilshire Blvd) and Candler Drive.

- Review AASHTO requirements to assign a roadway classification and to determine light level requirements. Perform light level calculations using AGI design software to determine pole spacing. In addition, generate a photometric plan of a typical segment of Hulen Street to identify pole spacing requirements for the corridor.
- Review clearance requirements to assess appropriate pole placement per City of Burleson design standards manual.
- Review applicable National Electric Code provisions and requirements.
- Coordinate with the appropriate utility companies to identify service locations,

- types, and standards for lighting.
- Perform voltage drop calculations to determine electrical conductor size and grounding conductors.
- Review conduit fill and design conduit size per City standards and direction.
- Design electrical services including electrical service data, breaker size, and service entrance conductors.
- Show pole foundation locations, conduits, ground boxes, electrical service data sheet, power source locations, and conductor charts. In addition, submit photometric plan layout for review by the CITY.
- If requested by the CITY, provide for decorative banner arm brackets to be mounted on illumination poles for holiday or event activities.
- Prepare layouts showing continuous roadway illumination plans as well as supporting detail tables to reflect a complete illumination design.
- Illumination General Notes shall be compiled and inserted in the plans.
- Appropriate details and standards shall be compiled and inserted into the plans.

7. Plan Development

- Cover Sheet
- Sheet Index and Legend Sheet
- General Notes Sheet
- <u>Survey Control Sheets</u> Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.
- Overall Project Property Layout(s) with property owner information.
- ROW and Easement Layout Sheet
- <u>Demolition Plan</u> A demolition plan will be prepared to depict existing features such as pavement, structures, and trees that will be removed to accommodate proposed construction.
- <u>Typical Section Sheets</u> Prepare typical section sheets showing the existing typical section(s) and proposed typical section sections for all roadways
- <u>Construction Phasing Plans</u> The CONSULTANT shall prepare construction phasing
 plans to represent the recommended phasing for the Project based on minimizing
 impacts to existing traffic patterns and property owners adjacent to the Project. The
 Project's contractor(s) will be responsible for preparing traffic control plans showing
 the actual locations of construction signs and other traffic control devices.

- Roadway Plan and Profile Sheets Using the approved preliminary geometric layout as the base drawing, prepare plan-profile sheets for each roadway at 1" = 20' horizontal scale and 1" = 4' vertical scale on 22" x 34" plan sheets, unless otherwise directed.
- <u>Side Street Plan & Profiles</u> Develop cross street profiles using the same criteria as roadway plan & profiles.
- Roadway Cross-Sections Provide design cross-sections at 50' intervals and at all driveways and side streets that are annotated at all break points and are produced at a 1" = 10', 1" = 20' or other scale as directed, on 22" x 34" plan sheets. Original ground line, design subgrade line and finished grade line shall be shown.
- <u>Intersection Layout Sheet (SH 174)</u> prepare intersection layout sheets that depict the proposed roadway intersection geometry and grading at SH 174.
- Overall Water Layout Sheets
- Water Plan & Profiles Sheets (New 16" main)
- Water Plan Sheets
- Overall Sanitary Sewer Layout Sheets
- Sanitary Sewer Plan & Profiles Sheets
- Drainage Area Map Sheet
- Drainage Calculations Sheets
- Storm Drain Plan and Profile Sheets
- Storm Drain Plan Lateral Sheets
- Culvert Plan and Profile Sheet
- <u>Culvert Hydraulic Sheet</u>
- Retaining Wall Plan and Profile Sheets
- Roadway Illumination Layout Sheets
- Traffic Control Plan Sheets (TxDOT connection only)

- <u>Signing & Pavement Marking Layouts</u> Prepare signing and pavement marking layouts in accordance with applicable design standards, and the TMUTCD. These layouts will depict signage, pavement marking, and delineator type on the same plan sheet.
- <u>Pavement Marking Details</u> Prepare details necessary to clarify the construction requirements of the pavement marking plans.
- <u>Small Sign Details</u> Prepare small sign detail sheets for non-standard conditions.
 This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.
- Small Sign Summary Determine the mounting requirements for each sign or sign cluster based on TMUTCD and/or other applicable standards. Provide a summary of all the signs together with totals for each mount type.
- <u>Erosion Control</u> An Erosion Control Plan will be prepared for the project, but the Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the contractor. Standard City of Burleson and NCTCOG details for erosion control will be used as appropriate.
- <u>Standards</u> Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

8. Project Quantities and Opinion of Probable Cost

- Project quantities and an Opinion of Probable Construction Cost will be a part of the 30%, 60%, 90% and 100% submittals, as outlined below.
- The CONSULTANT's opinion of probable construction costs will be prepared for the
 entire project using current unit cost data. These opinions of cost will be provided
 on the basis of CONSULTANT's experience and professional judgment, but will not
 imply any warranty that final bids might not vary from the cost opinions provided,
 since neither the CONSULTANT nor the City have any control over market conditions
 or bidding procedures.

9. Submittals

- Conceptual Plans (30%) Using a combination of the field survey, existing aerial
 photography, general property research, utility research, site visits and experience,
 the CONSULTANT will develop schematic road reconstruction plans for the Project
 consisting of the proposed horizontal and vertical alignments. CONSULTANT shall
 submit a pdf copy of the conceptual plan set for City review, along with a pdf copy
 of Opinion of Probable Construction Cost.
- Preliminary Plans (60%) The Preliminary plans will include essentially complete paving plan and profile sheets, drainage area map, storm drain plan and profiles,

preliminary hydraulic tables, and roadway illumination plans. CONSULTANT shall submit a pdf copy of the preliminary plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost. Upon City approval of preliminary plans, pdf copies will be delivered to utility companies as plans adequate for utility relocation design.

- <u>Final Plans (90%)</u> Final plans will include the complete plan set, along with bid documents and specifications and a final updated Opinion of Probable Construction Cost. CONSULTANT shall submit a pdf copy of the final plan set for City review, along with a pdf copy of Opinion of Probable Construction Cost.
- Bid Documents (100%) Final documents will be based on City review comments of the final plan submittal. Deliverables will include a pdf copy of the final plan set, along with a final Opinion of Probable Construction Cost, and complete bid documents and specifications. The CONSULTANT will also provide the City with CD's containing PDF's of all documents, as well as the actual Word, Excel and AutoCAD files associated with the documents. CONSULTANT will provide the City with one (1) full size copy and five (5) half size reproductions of the plans set for bidding purposes.

ASSUMPTIONS

- The Project will be designed in accordance with the City of Burleson's Design Standards Manual (DSM). If the City makes significant changes to its DSM during the design process and these changes require additional effort or work on behalf of the Engineer, it may be necessary to execute a fee amendment to cover the additional work.
- CONSULTANT shall not proceed with subsequent design activities without obtaining the CITY's approval of the previous design plan submittal.
- The SWPPP shall be the responsibility of the Contractor.
- Traffic Control Plan will be provided as needed to satisfy TxDOT requirements for approval of connection to SH 174. Traffic Control Plan for the remainder of the project shall be the responsibility of the Contractor.
- It is assumed that no traffic signal improvements will be associated with the Project.

DELIVERABLES

- A. Meeting minutes with action items
- B. Monthly invoices
- C. Monthly progress reports
- D. Project schedule with updates
- E. Electronic submission of PDF plans at each milestone submittal
- F. Opinion of probable construction cost at each milestone submittal
- G. Bid Documents and Specifications

TASK 7. FLOOD STUDY

CONSULTANT will perform a floodplain analysis of South Shannon Creek in the area of the SW Hulen St. crossing. The study has the following purposes:

- Sizing the proposed culvert/bridge crossing on SW Hulen St.
- Evaluating downstream impacts of the new crossing.
- Evaluating alternatives to mitigate downstream impacts.
- Supporting Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) requests, as needed.

The analysis will be performed in accordance with City of Burleson Standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA).

1. Floodplain Analysis

CONSULTANT will perform the following tasks associated with the floodplain analysis:

- 1. Perform up to two (2) field visits to evaluate the site conditions.
- 2. Obtain record drawings for existing infrastructure and any available flood studies/models from the City and FEMA.
- 3. Update existing hydrology for fully-developed flows.
- 4. Utilize existing hydraulic model and hydraulic work map(s) for South Shannon Creek as available.
- 5. Using survey data and as-built plans, update and add cross sections into the model as needed.
- 6. The goal of the project is to select a culvert the will meet the City's design criteria and minimize the need for improvements to mitigate downstream impacts. If it is not possible to achieve both of these goals, CONSULTANT will provide the City with alternatives that are feasible and serve the purpose of protecting the traveling public and the downstream property owners. Up to three alternatives will be evaluated.
- 7. Compute the expected 100-year flood elevations along South Shannon Creek in the area of the improvements for each potential alternative until there are no water surface elevation rises or until it becomes clear that the alternative is not feasible due to cost or time constraints.

- 8. Prepare exhibits delineating the existing and revised floodplain and identify downstream impacts.
- 9. Meet with City staff to determine the preferred alternative.
- 10. Prepare a report summarizing the assumptions made, methodologies used, and conclusions reached in the flood study. The report will provide the technical background data to support a request for revising the current floodplain limits within the project area.

2. Floodplain Development Permit

CONSULTANT shall complete the City of Burleson's Application for Floodplain
Development Permit Form, attach all relevant documents and submit it to the City.
CONSULTANT will address any questions or comments received from the City related
to the permit application.

TASK 8. MEDIAN LANDSCAPE AND IRRIGATION DESIGN

CONSULTANT will provide Median Landscape and Irrigation design for the project as follows:

- Alternative analysis: Consultant will provide Landscape Architecture Design services that
 consist of up to (3) section-perspective views that will be rendered in 3D views. Consultant
 will attend up to two public meetings to present these concepts.
- 2. **Median Landscape and Irrigation Design**: Consultant will provide Landscape Architecture Design services that meets the applicable landscape ordinance for the City of Burleson.

Included in this item:

- Submittals at 30%, 60%, 90%, and 100%
- Develop an appropriate plant palette for the medians which addresses vehicular safety, sight distances, and maintenance needs. Plant palettes shall include turf, ground cover, ornamental grasses, accent plants, perennials, annuals, shrubs, ornamental trees, shade trees and screening plants as desired by City.
- Landscape Plan Submittal: Consultant will submit a Landscape Plan for City review and approval and then revise plans based upon City comments.
- Up to three (3) virtual design team meetings to coordinate ground plane design elements and verify owner expectations for the level of finish.
- Construction Documents: Plans to include planting and irrigation with applicable details to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications to be included.
- OPCC Opinion of Probable Construction Cost.
- Coordination with the Civil Engineer to provide dedicated irrigation meter.

- Coordinate with the City on irrigation standards to determine and recommend irrigation equipment for trees, shrub beds, and turf.
- Coordinate with City to determine locations for meters, controllers, and service connections for irrigation.
- Coordinate with the City to determine locations for enhanced pavement (e.g. stamped concrete) for elements such as crosswalks, median noses, etc. if required.

ASSUMPTIONS

- Does not include signage, site furnishings, landscape lighting, fences, or water features.
- Excludes irrigation systems utilizing reclaimed water that require pumps, filters, and associated controls.
- Does not include efforts to pursue LEED certification.

TASK 9. BID PHASE SERVICES

CONSULTANT will provide the following services during the Project's bidding and award phase:

- CONSULTANT to provide bidding documents to CITY, including bid tabs in spreadsheet form, for advertisement through CITY's Bonfire system.
- Assist the CITY in addressing bidder questions and preparing and distributing any addenda.
- Assist in the bid opening.
- Assist the CITY in evaluating the best value criteria and determining the qualifications
 of prospective contractors and their teams. Provide a letter of recommendation to
 the City for award of the project.
- Assist the CITY in coordinating with the selected Contractor to compile the necessary bonds and insurance to prepare the contract documents for execution by the CITY and the Contractor.
- Incorporate all addenda into the contract documents and issue conformed sets of plans and specifications for use as the issued for construction documents.

ASSUMPTIONS

- The CITY is responsible for the cost of advertising the project.
- The bidding format will be based on competitive sealed proposal (CSP).
- The bid opening will take place online through the CITY's Bonfire system.

DELIVERABLES

- A. Addenda
- B. Bid tabulations
- C. Recommendation of award
- D. Four (4) sets of original executed contract documents.
- E. Three (3) full-size and six (6) half-size sets of conformed plans.
- F. An electronic copy (PDF) of conformed plans and contract documents.

TASK 10. GEOTECHNICAL INVESTIGATIONS

CONSULTANT will provide geotechnical services for the project as follows:

1. Subsurface Exploration

Based on past experience in the vicinity of the project, we anticipate subsurface conditions to consist of soils and rock of the Grayson/Main Street geological formation.

Experienced drillers and technicians will evaluate subsurface conditions with a total of **ten** (10) sample borings will be drilled to a depth of 15 feet.

The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CONSULTANT personnel will stake the boring locations using handheld GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

2. Laboratory Services

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- Moisture content and soil identification
- Liquid and plastic limit determinations
- Unconfined compression tests on soil
- Unit weight determinations

- Absorption pressure and/or one-point pressure swell tests
- Eades and Grim lime series tests
- Soluble sulfate tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

3. Engineering Services

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- General soil and groundwater conditions
- Recommendations for pavement subgrade preparation, type, depth and concentration
- Recommendations for roadway pavement design
- An evaluation of the swell characteristics of the subgrade soils
- Recommendations for retaining wall foundation type, depth and allowable loading
- Foundation construction requirements
- Recommended lateral pressures for the design of retaining structures
- Earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services.

ASSUMPTIONS

Boring Locations are accessible to truck-mounted drilling equipment.

DELIVERABLES

A. Geotechnical Report & Recommendations.

TASK 11. PUBLIC INVOLVEMENT

As part of the Public Involvement, CONSULTANT shall:

- 1. Public Meetings (Open Houses)
 - Attend up to two (2) open house Public Meetings with the CITY. Provide up to four (4) public meeting exhibits to be on display at the meetings. The CITY will schedule, organize, send out invites, and perform any other activities needed to set up and facilitate the public meetings.
 - Support the CITY by answering questions and providing clarity on project design decisions/elements as needed.

• It is anticipated that one public meeting will occur at conceptual design phase and the next will occur during final design.

2. Council Work Sessions

- Participate in up to two (2) City Council Work Sessions during the design phase of the PROJECT to provide project updates and discuss project impacts. The CONSULTANT will prepare up to two (2) meeting specific exhibits and/or visual aids to facilitate council understanding of project improvements and related impact to stakeholders.
- Support the CITY by answering questions and providing clarity on project design decisions as needed.

TASK 12. ROW ACQUISTION

CONSULTANT will provide appraisal, negotiation, residential relocation, and title and closing services. This includes up to <u>23</u> parcels. Services will comply with the City's Standards and the requirements of Texas Senate Bill 18.

1. Real Estate Appraisal Services (\$4,400 per each)

- a. Appraisers will provide advance notice of the date and time of their appraisal inspections of the subject property to the CONSULTANT'S Project Manager.
- b. Appraisers will prepare and conduct personal pre-appraisal contact with interest owners for each parcel.
- c. Appraisers will contact property owners or their designated representatives to offer an opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain a record of contact in the file.
- d. For an initial appraisal assignment, prepare an appraisal report for each parcel to be acquired utilizing appropriate appraisal forms. These reports shall conform to policies, procedures, and the Uniform Standards of Professional Appraisal Practices promulgated by the Appraisal Foundation.
- e. CONSULTANT will review and recommend completed appraisals for approval by the CITY Staff or assigns.
 - f. Should the CITY request revisions or updates to appraisal reports, the CONSULTANT will submit associated fees to the CITY for approval before authorizing such revisions or updates.

2. Negotiation Services (\$5,000 per each)

- a. Analyze preliminary title report to determine potential title curative issues.
- b. Analyze appraisal report if applicable; confirm the CITY's approved value before making an offer for each parcel.

- c. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the CITY on CITY-approved forms.
- d. Send the initial offer, appraisal, and required brochures to each property owner or the property owner's designated representative through CMRRR. Maintain followup contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- e. Make four (4) diligent attempts to contact each property owner, after which the property owner will be considered non-responsive, and negotiations will be considered exhausted.
- f. Prepare and maintain a negotiator's report for each parcel.
- g. Receive any counteroffers from the property owner. Evaluate all counters and submit to and discuss them with the CITY's Project Manager.
- h. After the concurrence of the CITY Project Manager, prepare the final offer letter and mail conveyance documents by CMRRR.
- i. If a settlement cannot be reached or title can't be cleared, a file suitable for Eminent Domain proceedings will be provided to the Client.

3. Title Research and Closing Services (combined) (\$1,000 per each)

- Secure title commitment or preliminary title search and 5-year sales data from the Title Company that will provide title insurance.
- b. The curative services necessary to provide clear title to the CITY are the PROVIDER's responsibility.
- Secure title insurance for all parcels acquired, ensuring acceptable title to the CITY.
 Written approval by the CITY is required for any exception.
- d. PROVIDER provides closing services in conjunction with the Title Company. The cost of title insurance is paid by the CITY and is not included in the PROVIDER's negotiated fee schedule.
- e. Any fees related to obtaining certified court documents and fees for recording the same, which are not collected at the closing of the parcel, shall be direct pass-through fees at the exact cost.
- f. In conjunction with the title company, the PROVIDER shall cause the recordation of all instruments conveying property to the CITY. The cost of recording and filing fees are paid by the CITY and are not included in the PROVIDER's negotiated fee schedule.

TASK 13. LOMR

If authorized by the City of Burleson, CONSULTANT will assist the CITY in securing a LOMR from the Federal Emergency Management Agency (FEMA) that depicts the revised floodplain of South Shannon Creek through the project as follows. CONSULTANT will obtain a Floodplain Development Permit for the CITY for the project with the Flood Study task.

1. Letter of Map Revision (LOMR)

CONSULTANT will assist CITY in securing a LOMR from the Federal Emergency Management Agency (FEMA) that depicts the revised floodplain of South Shannon Creek:

- Update the hydraulic model of South Shannon Creek developed with the CLOMR or Flood Study to reflect the post-construction topography per the as-built survey data and assemble the required technical data to support the proposed LOMR (i.e., flood study report, hydrologic and hydraulic computer models and associated exhibits).
- CITY shall provide CONSULTANT with a copy of the Deed or Plat of the property showing the recording information (e.g., Book/Volume and Page numbers or Document/Instrument number) and containing the recorder's seal and recording date.
- Prepare a draft public notice describing the proposed revisions to the effective floodplain. The draft public notice will be included in the LOMR submittal to FEMA and upon FEMA's approval of the notice, it will be published in a local newspaper. The cost of publishing the public notice is not included in this Scope of Services and shall be paid by CITY.
- Submit a draft copy of the LOMR request package to the City's floodplain administrator for review prior to submitting to FEMA and revise the information in the LOMR submittal per the floodplain administrator's review comments, if any.
- FEMA requires that a review and processing fee be submitted for a map revision and requests related to modifications of the floodplain limits. The FEMA review fee is included in this contract. The current FEMA review fee associated with LOMRs of this type (Physical Map Revision Base on a Bridge, Culvert, Channel, Hydrology, or Combination Thereof) is \$8,000. If the FEMA review fee changes significantly between the time of execution of this contract and the submittal of the LOMR, CONSULTANT may request a contract modification to cover the additional cost. The FEMA review fee will be billed to the CITY following the submittal to FEMA.
- Submit the LOMR request package to FEMA for review and revise the information in the LOMR submittal per review comments for FEMA, if any.

TASK 14. PARKWAY LANDSCAPING & IRRIGATION DESIGN

If authorized by the City of Burleson, CONSULTANT will provide additional Landscape and Irrigation design for the parkways within the project as follows:

Parkway Landscape and Irrigation Design: Consultant will provide Landscape Architecture
Design services that meets the applicable landscape ordinance for the City of Burleson.

Included in this item:

- Submittals at 30%, 60%, 90%, and 100%
- Develop an appropriate plant palette for the medians which addresses vehicular safety, sight distances, and maintenance needs. Plant palettes shall include turf, ground cover, ornamental grasses, accent plants, perennials, annuals, shrubs, ornamental trees, shade trees and screening plants as desired by City.
- Landscape Plan Submittal: Consultant will submit a Landscape Plan for City review and approval and then revise plans based upon City comments.
- Up to three (3) virtual design team meetings to coordinate ground plane design elements and verify owner expectations for the level of finish.
- Construction Documents: Plans to include planting and irrigation with applicable details
 to a level sufficient to demonstrate design intent and allow the construction thereof,
 including materials and quantity schedules. Technical specifications to be included.
- OPCC Opinion of Probable Construction Cost.
- Coordination with the Civil Engineer to provide dedicated irrigation meter.
- Coordinate with the City on irrigation standards to determine and recommend irrigation equipment for trees, shrub beds, and turf.
- Coordinate with City to determine locations for meters, controllers, and service connections for irrigation.
- Coordinate with the City to determine locations for enhanced pavement (e.g. stamped concrete) for elements such as crosswalks, median noses, etc. if required.

ASSUMPTIONS

- Does not include signage, site furnishings, landscape lighting, fences, or water features.
- Excludes irrigation systems utilizing reclaimed water that require pumps, filters, and associated controls.
- Does not include efforts to pursue LEED certification.

TASK 15. TxDOT LOSA PROCESS

TxDOT Fort Worth district has indicated that a Local On-System Agreement (LOSA) may be required for the Hulen Street project. If it is determined that LOSA is required, and if authorized by the City of Burleson, CONSULTANT will assist the CITY in securing a LOSA agreement with TxDOT for the connection as SH 174 as follows:

1. LOSA Process – Hulen Street at SH 174

- LOSA Coordination and Approval
 - The CONSULTANT will coordinate with TxDOT Fort Worth district engineering for project approval.
 - CONSULTANT will provide TxDOT necessary project information and documentation and prepare the submission of both a draft and final LOSA. CONSULTANT will provide resolution to TxDOT comments on draft LOSA and incorporate revisions into final LOSA document. Documents to be provided to TxDOT include project information form, OPCC, Draft LOSA, and Final LOSA.

Plan Submittals & Reviews

- The CONSULTANT will provide 2 submittals to TxDOT Fort Worth for Review and Comment (60% Plans and 90% Plans).
- CONSULTANT will meet with and provide resolution to TxDOT comments is accordance TxDOT STAO LOSA Guidelines.
- LOSA requirements for Environmental Documentation are incorporated in other sections of this scope. (See Task 18)
- TxDOT coordination, support data, meetings, submittals, and approvals beyond those listed in this task, including but not limited to Municipal Maintenance Agreements, and Advance Funding Agreements (AFA) are not included.

TASK 16. ENVIRONMENTAL SERVICES FOR WOUS DELINEATION & PERMIT ASSESSMENT

CONSULTANT will provide environmental services for the project as follows:

1. Waters of the United States Delineation

CONSULTANT will provide professional services to delineate all waters of the United States, including wetlands, within the project site. CONSULTANT wetland ecologist will delineate the jurisdictional limits of the streams based on 33 CFR 328.3[e] and delineate the jurisdictional limits of any wetlands based on the 1987 USACE Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region (Version 2.0), and any current Regulatory Guidance Letters. The boundaries of all of these water features identified in the field will be recorded with a Global Positioning System (GPS) unit that is capable of sub-meter accuracy. After the delineation is completed, CONSULTANT will digitize these waters of the United States for use by the

CITY for planning, impact calculation, and illustration purposes. This delineation will be provided to the CONSULTANT/CITY for inclusion in their engineering plans to avoid and minimize impacts to waters of the United States (if any are present on the site). The deliverable for this task is a delineation report that includes methods, results, and conclusions, along with the necessary data forms, photographs, maps, and a delineation map. The conclusion of this report will detail why any water features on the site are or are not considered waters of the United States.

2. Section 404/Nationwide Permit Assessment

After the delineation is completed, CONSULTANT will utilize this delineation to evaluate the proposed site plan to determine compliance with CWA Section 404, specifically the NWP program. CONSULTANT will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next CONSULTANT will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, CONSULTANT will document how the proposed project complies with each of these conditions. CONSULTANT will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report.

ASSUMPTIONS

- This scope of services is to identify and location the boundaries of all water features and define whether or not they would be regulated waters of the United States. This scope of services does not provide any potential Section 404 permit services that could be related to the proposed project; these services would be conducted (if necessary) under a separate scope of services.
- This scope of services only covers the project area described herein and does not provide for surveys of reroutes, alternate alignments, extensions, or expansions. If any changes are made to the project area, CONSULTANT reserves the right to change and resubmit a revised cost addendum

DELIVERABLES

- A. Waters of the U.S. Delineation Report
- B. Permit Assessment Report

TASK 17. ENVIRONMENTAL SERVICES FOR CULTURAL RESOURCES PEDESTRIAN SURVEY

CONSULTANT will provide environmental services for the project as follows:

1. Cultural Resources Pedestrian Survey

If authorized by the City of Burleson, CONSULTANT will provide additional environmental services as follows:

Once a notice-to-proceed (NTP) has been acquired, CONSULTANT will immediately start the application process to obtain a Texas Antiquities Permit from the THC. Once the permit has all the necessary signatures, CONSULTANT will submit the permit to the THC for approval. Concurrently, CONSULTANT will begin coordinating with the CITY to streamline fieldwork once the permit has been received. Upon issuance of the permit, CONSULTANT will begin fieldwork.

Prior to conducting field work, CONSULTANT will review/archival research that documents the cultural background and probability. This review will be used to obtain permits necessary for conducting field investigations and will direct field efforts.

Services to be provided will include:

- 1) obtaining a Texas Antiquities Permit;
- 2) completing a full pedestrian survey to document sites or features and historic buildings, bridges, or other structures older than 50 years of age;
- documenting any cultural resources encountered to make preliminary determinations of eligibility for inclusion in the NRHP or designated as a State Archaeological Landmark (SAL);
- 4) analyzing any artifacts recorded and/or collected (if applicable);
- 5) assessing any previously recorded archaeological sites within the project area for their present condition (if applicable); and
- 6) completing and submitting State of Texas Archaeological Site Data Forms or Update Forms for any new or previously recorded sites to TARL and obtain site trinomial identification numbers documented within the APE for up to two sites (if applicable)
- drafting a technical report that documents the cultural resource background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations.

ASSUMPTIONS

- This scope of services only covers the project area described herein and does not provide for surveys of reroutes, alternate alignments, extensions, or expansions. If any changes are made to the project area, CONSULTANT reserves the right to change and resubmit a revised cost addendum
- This scope of services assumes that no archeological sites will be encountered and recorded. Any additional archeological sites recorded will be billed at the fixed rate listed below. In the event that potentially significant prehistoric or historic sites are discovered during the survey, additional investigation may be required. If buried sites or structures are located and cannot be avoided, it may be necessary to conduct Phase II testing to determine if sites are eligible for listing on the NRHP and Phase III mitigation/excavation. Costs of Phase II testing and Phase III mitigation services are not included as part of this proposal.

DELIVERABLES

A. Technical Report

TASK 18. ENVIRONMENTAL SERVICES FOR TXDOT LOSA PROCESS

If it is determined that a LOSA with TxDOT will be required at the intersection of Hulen Street and SH 174, the City of Burleson will be required to meet TxDOT standards for design and environmental clearance associated with the intersection improvements. If authorized by the City of Burleson, CONSULTANT will provide additional environmental services associated with the TxDOT LOSA process as follows:

1. Categorical Exclusion (CE):

The basic set of technical memorandum and forms to be completed for a Categorical Exclusion (CE) are listed in the following points.

- The Work Plan Development Form indicates what documentation will be required to receive environmental clearance. A schedule will determine the timeline for the environmental clearance,
- The Species Analysis Forms and Attachments will include vegetation community mapping
 to identify the presence/absence of preferred habitat for protected species that could
 potentially occur within or adjacent to the project corridor and to identify if any unique
 vegetation communities are present;
- A Hazardous Initial Site Assessment (ISA) will provide preliminary site evaluation that
 will be compliant with ASTM International Standard E1527-21 for a Phase I
 Environmental Site Assessment (ESA) to determine the potential for the area to contain
 past evidence of hazardous materials or hazardous waste, this is dependent on the level
 of any new right-of-way that needs to be obtained;
- A Community Impact Assessment could be required due to the additional capacity being developed on Hulen Avenue that would feed into SH 174,
- The Archeological Background Study will be prepared with desktop level material and a review of any photographs obtained from the project area;
- A Historic Resources Project Coordination Report, may be required and will determine the scope of historic resources study appropriate for a project, and
- Representative Photographs of the project area and surrounding areas will be provided.
- Notice of Opportunity to Comment (NOC) will be developed for at least any property owner and tenant, of which right-of-way will be obtained. CONSULTANT would recommend that a NOC be sent to all property owners within the immediate vicinity of the improvements. This Public Involvement would be fully documented in the latest TxDOT documentation format.

This scope of services expressly excludes any additional technical memorandum and the development of an Environmental Assessment based on our review of the project activities. Based on a review of the WPD form, the project should be exempt from air and noise

documentation, along with, Indirect and Cumulative Effects/Impacts, Intensive Cultural Resources Survey, and Historic Resources Survey.

2. Public Meeting:

This scope of services includes the mailing list maintenance and sending public notification to those persons on the mailing list, development and printing of stable presentation materials, attendance record-keeping, meeting photo-documentation, the development and presentation of the project through Microsoft Powerpoint, meeting attendance, and a meeting overview report. CONSULTANT will not provide the location, meeting security, or any tables/chairs necessary, under the assumption that the City of Burleson will provide the meeting room, meeting security services, and all necessary tables and chairs.

TASK 19. ENVIRONMENTAL SERVICES FOR PCN WITH USACE

If authorized by the City of Burleson, CONSULTANT will provide additional environmental services associated with performing a Pre-Construction Notification (PCN) from the U.S. Army Corps of Engineers as follows:

1. NWP 14 Pre-Construction Notification (PCN)

As the proposed project is associated with a roadway, there are five notification criteria for NWP 14 – Linear Transportation Projects – 1. Loss of waters of the United States greater than 0.1 acre; 2. Discharge into a special aquatic site (i.e., wetland); 3. Loss greater than 300 linear feet of streambed; 4. Impacts to a cultural resource site; and 5. Impacts to a federally listed protected species. It has been determined that the project will be required to submit a Pre-Construction Notification (PCN) to the USACE under General Condition 32 of the NWP program for the discharge of fill into a wetland along the creek.

CONSULTANT will provide professional services to (1) prepare and submit an NWP 14 PCN for the proposed project, and (2) provide coordination with the USACE Fort Worth District.

Although this project may only have minor impacts (i.e., those that are allowed under the NWP program), the NWP PCN must detail the planning process, the components of the project, impacts to waters of the United States as a result of the proposed project, and compensatory mitigation for those unavoidable impacts. The cornerstone of the NWP PCN would be to detail the ecological features of the waters of the United States present on the site and how these ecological features relate to the functional condition of the waters. CONSULTANT would detail these ecological functions and values based on the current condition of the site. Once these baseline conditions are accepted by the USACE, these will be the functions and values that will be mitigated for. All permit applications to the USACE require mitigation for unavoidable impacts to waters of the United States. There are three forms of mitigation which are primarily identified and conducted during project planning: avoidance, minimization, and compensatory. Avoidance and minimization mitigation strategies must be completed and documented before any permit is authorized by the USACE. Although the project does not have significant impacts, there are still requirements, by law, that there are no net loss of the functions and values of jurisdictional waters. To accomplish this goal, the USACE and EPA have issued guidance stating their preference for the use of mitigation banks. Compensatory mitigation is generally only required if the project results in a loss of greater than 0.1 acre or 300 linear feet of waters of the United

States. To reduce the losses associated with in-stream impacts, the Fort Worth District recently published their guidance for Stream Mitigation Method, which places preference to mitigation in mitigation banks with instream credits. If necessary, CONSULTANT will calculate the mitigation requirements following this guidance and coordinate with the CITY on the cost aspects of this component of the project.

Utilizing the USACE standard form for NWP 14 PCN submittals, CONSULTANT will assemble and submit the following to the USACE:

- Description of the proposed action;
- Description of the site, including a delineation of the waters of the United States;
 - Functional assessment;
 - Wetland data forms;
 - Representative photographs; and
 - Supporting illustrations;
- Alternatives analysis to the proposed action that do not impact waters of the United States;
- Description of the project's avoidance and minimization efforts;
- Quantitative and qualitative description of the unavoidable impacts to the waters of the United States; and
- If necessary, proposed conceptual mitigation plan through the use of available mitigation banks.

2. USACE Coordination

Coordinate with the CITY for planning purposes to obtain a design that would maximize the site while still maintain the project in a NWP. This task includes efforts to prepare for and attend a pre-application meeting with the USACE. Additionally, this task is to address any comments and attend any meetings that the agencies require after the permit is submitted. In the event that the project requires compensatory mitigation, CONSULTANT will utilize this budget to assist the CITY after the permit is authorized to coordinate with the mitigation banks to obtain the best mitigation costs and obtain the agreements for the credit purchases.

INFORMATION/SERVICES PROVIDED BY CITY

CITY shall perform/provide the following:

- As-builts and record drawings.
- Any available records of existing CITY utilities with the project limits.
- Water models and other data associated with current draft Water/Wastewater master plan update.
- Data from current draft of Master Thoroughfare Plan update.
- TxDOT plans, schematics, CAD files associated with the SH 174 project currently under design, as available.
- Most recent HEC-RAS model of South Shannon Creek, if available.
- Previously completed CCTV and dye test reports related to existing sanitary sewer and storm drain systems.

<u>ADDITIONAL SERVICES NOT INCLUDED IN THE SCOPE OF SERVICES</u>

CITY and CONSULTANT agree that the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Services related to the design of a bridge at South Shannon Creek.
- Services related to development of Stormwater Pollution Prevention Plan
- Services related to Traffic Control Plan beyond those identified in the scope of services.
- Services related to the design or modification of traffic signals.
- Services related to securing a CLOMR.
- Services related to acquiring Section 404 permit(s).
- Services related to the development of an Environmental Assessment.
- Services related to tree removal mitigation.
- Design of improvements beyond those identified in the scope of services.
- Obtaining supplemental survey prior to 90% to capture changes along corridor
- Preparation of a fly-over video renderings for public engagement/council presentations.
- Services related to updating ROW/easement docs due to ownership changes.
- Services related to Survey staking of temporary construction easements.
- Services related to utility relocation verifications.
- CCTV inspection of existing utilities.
- Environmental and cultural resources services beyond those identified in the scope of services.
- Services related to development of the CITY's project financing and/or budget.
- Services related to disputes over pre-qualification, bid protests, bid rejection and rebidding of the contract for construction.
- Construction administration services.
- Construction inspection services.
- Performance of materials testing or specialty testing services.
- Services necessary due to the default of the Contractor.
- Public meetings or public engagement beyond those identified in the scope of services.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services related to Survey Construction Staking.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

Attachment 'B'

Teague Nall and Perkins, Inc. 2023 Standard Hourly Rates

Effective January 1, 2023 to December 31, 2023

	Hourly
Engineering/Landscape Architecture/ROW	Billing Rate
Principal or Director	\$310.00
Team Leader	\$300.00
Senior Project Manager	\$290.00
Project Manager	\$245.00
Senior Engineer	\$300.00
Project Engineer	\$195.00
Senior Structural Engineer	\$305.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$150.00
Senior Landscape Architect/Planner	\$300.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$145.00
Senior Designer	\$190.00
Designer	\$175.00
Senior CAD Technician	\$160.00
CAD Technician	\$140.00
IT Technician	\$210.00
Clerical	\$100.00
ROW Manager	\$250.00
Senior ROW Agent	\$200.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Admin	\$105.00
Intern	\$95.00
	Hourly
Surveying	Billing Rate
Survey Manager	310.00
Registered Professional Land Surveyor (RPLS)	260.00
Field Coordinator	165.00
S.I.T. or Senior Survey Technician	165.00
Survey Technician	140.00
1-Person Field Crew w/Equipment**	180.00
2-Person Field Crew w/Equipment**	205.00
3-Person Field Crew w/Equipment**	240.00
4-Person Field Crew w/Equipment**	265.00
Flagger	65.00
Abstractor (Property Deed Research)	110.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	480.00
Terrestrial Scanning Equipment & Crew	305.00

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate	
Senior Utility Coordinator	200.00	
Utility Coordinator	185.00	
SUE Field Manager	195.00	
Sr. Utility Location Specialist	190.00	
Utility Location Specialist	115.00	
1-Person Designator Crew w/Equipment***	180.00	
2-Person Designator Crew w/Equipment***	215.00	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	345.00	(4 hr. min.)
Core Drill (equipment only)	900.00	per day
SUE QL-A Test Hole (0 < 8 ft)****	2,550.00	each
SUE QL-A Test Hole (> 8 < 15 ft)****	3,100.00	each

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Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	125.00
Construction Inspector III	140.00
Senior Construction Inspector	160.00
Construction Superintendent	210.00
Construction Manager	230.00
Senior Construction Manager	285.00
Construction Records Keeper	140.00

Direct Cost Reimbursables

A fee equal to 1.5% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

^{*} Rates shown are for 2023 and are subject to change in subsequent years.

^{**} Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

^{***} Includes crew labor, vehicle costs, and field supplies.

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 US CERTIFICATION	
Name of business entity filing form, and the city, state and country of the business entity's place of business.		Certificate Number: 2023-992823	
Teague Nall and Perkins, Inc. (TNP) Fort Worth, TX United States		Date Filed:	
2 Name of governmental entity or state agency that is a party to being filed.	the contract for which the form is	03/09/2023	
City of Burleson		Date Acknowledged	:
Provide the identification number used by the governmental of description of the services, goods, or other property to be prop		fy the contract, and pro	ovide a
4 Name of Interested Party	City, State, Country (place of busi		of interest pplicable)
Name of interested Farty	City, State, Country (place of Business	Controlling	Intermediary
Berry, Mark	Fort Worth, TX United States	Х	
Hilton, Ty	Fort Worth, TX United States	Х	
Wilhelm, Scott	Fort Worth, TX United States	Х	
Rutledge, Tom	Fort Worth, TX United States	Х	
Wilson, Mike	Fort Worth, TX United States	Х	
Hartke, Chris	Fort Worth, TX United States	Х	
Acharya, Niraj	Fort Worth, TX United States	Х	
5 Check only if there is NO Interested Party.			
6 UNSWORN DECLARATION			
My name isJonathan Bengfort, PE, CFM	, and my date o	of birth is	x
My address is	, <u>Fort Worth</u> ,	TX , 76137 (state) (zip code)	, USA (country)
I declare under penalty of perjury that the foregoing is true and co	rrect.		
Executed inCo	unty, State of <u>Texas</u> , on the	•	
		(month)	(year)
	Gonathan Be	for	
	Signature of authorized agent of co (Declarant)	ontracting business entity	



City Council Regular Meeting

DEPARTMENT: City Secretary's Office

FROM: Amanda Campos, City Secretary

MEETING: January 23, 2023

SUBJECT:

Consider approval of a minute order appointing members to City of Burleson boards, commissions, and committees to fill vacancies due to added positions and vacancies on all boards/commission/committees. (Staff Presenter: Amanda Campos, City Secretary)

SUMMARY:

The city council reviewed and discussed the current structure of all the city's boards, commissions, and committees with the goal in mind to increase community participation. The review covered the number of members, the qualifications, total number of existing boards, commissions, and committee, the term limits, and the absence rule.

The city council agreed the number of members appointed to each board, commission, and committee should be increased to 9 voting members. The change was approved and will take effect on April 1, 2023.

The appointments presented at this meeting is to fill the new vacancies created by the amendment to the ordinance.

Following Council Policy the Appointments and Council Policy Council Committee

OPTIONS:

- Approve the appointments as recommended by the Appointments & Council Policy committee
- Approve the appointments with amendments
- 3. Deny the appointments as recommended by the Appointments & Council Policy committee

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

Appointments and Council Policies committee met on March 7, 2023 and reviewed the applications and the available positions.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

March 20, 2023 Boards/Commission/Committee appointment recommendations

Advisory Committee on People with Disability

Place	Member	Term
2	Natasha Morris	2021-2024
3	Jason Hollins	2022-2025
4	Jessica Reams (moved from #6)	2021-2024
6	Brooke Wilson	2021-2024
8	Derek Taylot	2021-2024
9 (Youth)	Gage Carlson	2022-2025

Animal Shelter Advisory Committee

Place	Member	Term
8	Liriane Davis	2021-2024
9	Lisa Chick	2022-2025
10	Steven Janssen	2021-2024
11	Dena Hooley	2022-2025

Cemetery

Place	Member	Term
6	Vanessa Shimek	2021-2024
7	Laurene Davison	2022-2025
8	Steve Ann Richie	2021-2024
9	VACANT	2022-2025

Library

Place	Member	Term
8	Toni WingJenkins	2021-2024
9	Janet Farmer	2022-2025

Old Town Design Standards Review committee

Place	Member	Term
8	Stacey Henry	2021-2024
9	Meghan Capelle	2022-2025

Planning & Zoning Commission

Place	Member	Term
4	Ashley Brookman May 9, 2023 effective	2021-2024
	replacing Adam Russell	
9	Todd Hulsey	2022-2025
10	Michael Kurmes	2021-2024

Parks Board

Place	Member	Term
4	Christian Schott	2021-2024
8	Tyler Knox	2021-2024
9	Ashli Logan	2022-2025

Zoning Board of Adjustment

Place	Member	Term
9	Andy Pickens	2022-2025

Capital Improvement Program Advisory Committee

Place	Member	Term
1	Jared Wesley	2022-2025
2	Justin French	2021-2024
3	Martin Scott	2022-2025
4	James Wood	2021-2024
5	Michael Humphries	2022-2025
7 Real Estate	Alexa Boedeker	2022-2025
8 ETJ/Real Estate	Mike Perdue	2021-2024
9 ETJ/Real Estate	Trent Baker	2022-2025



City of Burleson Boards & Commission

March 20, 2022 City Council Meeting

Board/Commission/Committee Changes Overview

City Council reviewed the structure of all boards/commissions/committees and approved several changes.

- The number of members on all shall be 9 voting members
- Effective date of the ordinance is April 1, 2023
- All newly appointees will not be effective until April 1, 2023

Vacancies shall be filled per City Council Policy. The process begins with the Appointments and Council Policy Council Committee meeting to review applications and vacancies. After full review make recommendations for the entire council to review and take action.

The Appointments and Council Policy Council Committee met on March 9, 2023 and brings forward the following recommendations for appointments.





Advisory-Committee-on-People-with-Disability¶

Place∙¤	Member¤	Term¤	¤
2¤	Natasha·Morris¤	2021-2024¤	¤
3¤	Jason·Hollins¤	2022-2025¤	¤
4¤	Jessica·Reams·(moved·from·#6)¤	2021-2024¤	¤
6¤	Brooke·Wilson¤	2021-2024¤	¤
8¤	Derek·Taylot¤	2021-2024¤	¤
9-(Youth)¤	Gage-Carlson¤	2022-2025¤	¤

Animal·Shelter·Advisory·Committee¶

Place∙¤	Member¤	Term¤	Þ
8¤	Liriane·Davis¤	2021-2024¤	ŗ
9¤	Lisa-Chick¤	2022-2025¤	ŗ
10¤	Steven·Janssen¤	2021-2024¤	ŗ
11¤	Dena-Hooley¤	2022-2025¤	Þ

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Cemetery¶

	Place∙¤	Member¤	Term¤	¤
6	٠¤	Vanessa·Shimek¤	2021-2024¤	¤
7	·¤	Laurene · Davison ¥	2022-2025¤	¤
8	¤	Steve-Ann-Richiex	2021-2024¤	¤
9	й	VACANT¤	2022-2025¤	¤

Library¶

Place∙¤	Member¤	Term¤	¤
8¤	Toni∙WingJenkins¤	2021-2024¤	¤
9¤	Janet·Farmer¤	2022-2025¤	¤

Old-Town-Design-Standards-Review-committee¶

Place∙¤	Member¤	Term¤	¤
8¤	Stacey-Henry¤	2021-2024¤	¤
9¤	Meghan·Capelle¤	2022-2025¤	¤



Planning-&-Zoning-Commission¶

Place∙¤	Member¤	Term¤	¤
4¤	Ashley-Brookman-May-9,-2023-effective-	2021-2024¤	¤
	replacing-Adam-Russell¤		
9¤	Todd·Hulsey¤	2022-2025¤	¤
10¤	Michael·Kurmes¤	2021-2024¤	¤

Parks-Board¶

Place∙¤	Member¤	Term¤	¤
4¤	Christian·Schott¤	2021-2024¤	¤
8¤	Tyler⋅Knox¤	2021-2024¤	¤
9¤	Ashli·Logan¤	2022-2025¤	¤

Zoning-Board-of-Adjustment¶

	Place∙¤	Member¤	Term¤	¤
_	9¤	Andy-Pickens¤	2022-2025¤	¤

•



Capital·Improvement·Program·Advisory·Committee¶

Place∙¤	Member¤	Term¤	¤
1.¤	Jared·Wesley¤	2022-2025¤	¤
2-¤	Justin-French¤	2021-2024¤	¤
3¤	Martin-Scottx	2022-2025¤	¤
4¤	James·Wood¤	2021-2024¤	¤
5¤	Michael·Humphries×	2022-2025¤	¤
7-Real-Estate¤	Alexa-Boedeker¤	2022-2025¤	¤
8-ETJ/Real-Estate¤	Mike-Perdue¤	2021-2024¤	¤
9-ETJ/Real-Estate¤	Trent-Baker×	2022-2025¤	¤



Action Requested:

Approve a Minute Order appointing members to the City of Burleson boards, commissions, and committees to fill vacancies as recommended by the Appointments and Council Policies Council Committee.





City Council Regular Meeting

DEPARTMENT: Legal and Purchasing

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: March 20, 2023

SUBJECT:

Consider approval of a letter of admonishment and reprimand addressed to City Council member Place 3 concerning his conduct in response to an event at the Library in February of 2023. (Staff Presenter: Allen Taylor, City Attorney)

SUMMARY:

At its March 6, 2023, meeting, the City Council considered the following agenda item:

Hold a discussion regarding the behavior of city council members in response to the February 2023 event at the Library, to determine whether there were violations of the city charter and/or if the public comments created a hostile working environment for city staff.

After discussing the matter, the City Council directed the City Attorney to draft a letter of admonishment and reprimand, and further directed City staff to place an agenda item on the City Council's March 20th meeting agenda to consider approval of the letter.

OPTIONS:

- 1) Approve the letter of admonishment and reprimand; or
- 2) Deny the letter of admonishment and reprimand

RECOMMENDATION:

None

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

The City Council discussed this matter at its March 6th meeting.

FISCAL IMPACT:

None

STAFF CONTACT:

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

DRAFT

March _____, 2023

LETTER OF ADMONISHMENT AND REPRIMAND

Mr. Jimmy Stanford City Councilman City of Burleson 141 West Renfro Burleson, Texas 76028-4261

Dear Councilmember Stanford:

The City of Burleson's staff planned, organized and sponsored a social gathering for teenagers to be held at the Burleson City Library on February 14, 2023. The theme of the social gathering was an "anti-Valentine" gathering to provide a social opportunity for teenagers who are not involved in romantic relationships. The social event was based on a concept that had emerged in recent years in a number of communities to address social and emotional concerns of teenagers who felt they were excluded from the normal Valentine festivities. Several days before the scheduled event, you apparently became aware of the gathering by viewing social media postings advertising the event to the Burleson community. The City Council has been made aware that you entered the social media environment and posted a number of comments expressing your displeasure and anger over the proposed event. Your social media posts implied that it involved a "hate" based event and through the tone of your comments expressed great displeasure with the individuals who were planning and managing the social gathering. The individuals who undertook those tasks were employees of the City of Burleson performing their duties and providing services to citizens of the City of Burleson.

A number of citizens have contacted various council members expressing great concern over the character of your media responses relating to this event. The Mayor and Council have taken the opportunity to review your media postings and believe they were inappropriate and intimidating to citizens and employees of the City. Elected City Council members do not lose their First Amendment right to free speech when they assume public office, but they assume the responsibility to understand and recognize that their "speech" will be received differently from the speech of an average citizen. If you are elected as a council member, your public statements can be construed as a statement of present or future policy of the City. Your status as an elected official can leave the public with the impression that you speak for a portion of the electorate and there may be governmental action taken based upon your pronouncements. The nature of some of your social media comments seem to target library personnel and

managers, and imply that they were engaging in activities harmful to the community and its citizens. The employees in question recognize that as a council member you serve on the "Board of Directors" of the City, and in their minds have the ability to influence their success as employees of the City. It is clear that your social media commentary had a negative impact and was inappropriate for a council member.

If you believe there is a question or concern with a city program or activity, it is your right to contact the City Manager and discuss your concerns with that individual. Our City operates with a council manager form of government in which the council makes policy, but the Manager administers the City on a day-to-day basis carrying out the council's policy. The Burleson City Charter in Article 3, Section 26, Subheading B, clearly provides that a council member shall deal solely with the City Manager on matters relating to the City and its operations and clearly provides that a council member shall not give orders to a subordinate of the City Manager either publicly or privately. The nature of your social media comments clearly suggested to employees subordinate to the City Manager that they should modify or change their behavior and performance of their duties.

After carefully considering the social media postings and the comments of citizens responding to those social media postings, the City Council wishes to make its position clear.

- 1. The City Council does not believe that the social gathering arranged by the City Library staff was inappropriate or damaging to the community in any manner. The activity was a positive event offered as a service to the citizens of Burleson.
- 2. The City Council believes that the character of your social media postings had a coercive and intimidating effect on City staff even if that was not your intent when you made the postings.
- 3. You generated the social media postings attacking a City program without adequately attempting to investigate what was occurring thereby promulgating misinformation and damaging the credibility of a City program.

Your social media postings were unquestionably inappropriate and conduct unbecoming a City Council member. Elected officials and employees of the City of Burleson are expected to engage in behavior and to undertake actions that advance the goals of creating a positive environment for the City and its citizens. No elected official or employee should engage in activities that negatively impact the City or damage its credibility unless it occurs as a part of a formal investigation undertaken by the council collectively to achieve a governmental purpose. The City of Burleson expects and requires that its employees and officials conduct themselves in a way that reflects the values of the City and its citizens. Your social media postings relating to the Valentine's Day event clearly did not meet the standards expected of an elected official and the Mayor and City Council hereby admonish you to not engage in similar behavior in the future. If you have a question about a City program or activity, you should contact the City Manager and let the Manager's office respond to the entire City Council concerning the issue in question.

March .	, 2023
Page 3	

Sincerely,
Chris Fletcher, Mayor
Victoria Johnson, Place #1
Rick Green, Place #2
Tamara Payne, Place #4
Dan McClendon, Place #5 Mayor Pro Tem
Ronnie Johnson, Place #6